

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CORAL SPRINGS, FLORIDA

AND

METRO-BROWARD PROFESSIONAL FIRE FIGHTERS
LOCAL 3080, IAFF
DISTRICT 11, CORAL SPRINGS, FLORIDA

January 19, 2008 – January 18, 2011

AGREEMENT

The City of Coral Springs, Florida ("City") and Metro-Broward Professional Fire Fighters, Local 3080, International Union of Fire Fighters ("Local 3080" or "Union") hereby enter into this Agreement establishing the terms and conditions of employment of the bargaining unit members referred to in Article 1 of this agreement, preventing the interruption of work and interference with the efficient operations of the City, and providing an orderly, prompt, and equitable mechanism for the resolution of differences and promotion of harmonious relations between the City and Local 3080.

TABLE OF CONTENTS

AGREEMENT

CHAPTER I - RECOGNITION

Page

Article 1	Recognition	1
Article 2	Management Rights	1
Article 3	No Strike Provision/No Lock-Out.....	2
Article 4	Union Business	3
Article 5	Payroll Deduction of Dues.....	4
Article 6	Representation.....	4

CHAPTER II - BENEFITS

Article 7	Wages.....	5
Article 8	Special Assignments.....	7
Article 9	Annual Leave	8
Article 10	Group Insurance Benefits	9
Article 11	On the Job Injury/Workers' Compensation.....	9
Article 12	Pension Plan	10
Article 13	Call Back/Call In Pay.....	11
Article 14	Death Benefits.....	11
Article 15	Holidays	12
Article 16	Jury Duty	13
Article 17	Longevity Pay.....	14
Article 18	Prevailing Benefits/Policies	14
Article 19	Evaluations.....	18
Article 20	Light Duty	18
Article 21	Overtime	19
Article 22	Overtime Distribution.....	20
Article 23	Off Duty Details.....	21
Article 24	Paychecks.....	21
Article 25	Promotion.....	21
Article 26	Sick Leave.....	26
Article 27	Temporary Upgrades	29
Article 28	Training	29

CHAPTER III - GRIEVANCE

Article 29	Grievance Procedure	30
Article 30	Arbitration.....	32

TABLE OF CONTENTS

CHAPTER IV - GENERAL

Article 31	Court Appearance	34
Article 32	Indemnification	34
Article 33	Discipline and Discharge.....	34
Article 34	Drug-Free Workplace.....	42
Article 35	Health and Safety Committee	42
Article 36	Integrity of the Fire-Rescue Department	43
Article 37	Investigations of Bargaining Unit Members.....	43
Article 38	Labor-Management Committee.....	43
Article 39	Lay-Off and Recall	44
Article 40	Minimum Response Staffing	45
Article 41	Outside Employment.....	45
Article 42	Physical Plant Maintenance	46
Article 43	Probation.....	46
Article 44	Required Shift Change	47
Article 45	Seniority	48
Article 46	Shift Exchange	48
Article 47	Station Assignment	49
Article 48	Uniforms and Equipment.....	50
Article 49	Work Schedule.....	51
Article 50	Disaster Response.....	52
Article 51	Reopening Clause.....	52
Article 52	Severability Clause	52
Article 53	Terms of Agreement	53

**ARTICLE 1
RECOGNITION**

The City, in accord with Public Employees Relations Commission Certification 1188 and 1189, recognizes Local 3080 as the exclusive representative of the following employees:

- Assistant Chief Training Officer
- Battalion Chief
- Driver Engineer/EMT
- Driver Engineer/Paramedic
- Equipment Technician
- Fire Inspection Lieutenant
- Fire Inspector I
- Fire Inspector II
- Firefighter Paramedic
- Firefighter EMT
- Fire Lieutenant
- Lead Paramedic
- Public Education Officer

Any new positions or job titles will only be added through a mutual consent agreement or unit clarification petition through PERC. The parties will bargain over the terms and conditions of employment for such positions if included herein.

For purposes of this agreement, the following shall be considered as a single position for purposes of overtime distribution, Kelly days, station bids, position seniority, shift exchange, and working out of class: Firefighter/EMT and Firefighter Paramedic; Driver Engineer/EMT and Driver Engineer/Paramedic; and Fire Inspector I and Fire Inspector II.

Where this Agreement refers to member(s) or employee(s), it shall be understood to be referring to individuals in a position represented by the Union, regardless of Union membership status, unless otherwise indicated by the context in which the word appears.

**ARTICLE 2
MANAGEMENT RIGHTS**

The Union and its members recognize and agree that the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, unless otherwise provided in this contract, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- a. Exercise control to manage, direct and supervise all employees of the City;
- b. Decide the scope of the service to be performed and the method of service;
- c. Hire and/or otherwise determine the criteria and standards of selection for employment;
- d. Fire, demote, suspend or otherwise discipline for just cause;
- e. Promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit; and to determine the number and types of positions as well as the number and types of positions in each designation in any plan which is or may be developed

by the City;

- f. Transfer employees from location to location and from time to time;
- g. Lay off and/or relieve employees from duty due to lack of work;
- h. Rehire employees;
- i. Determine the starting and quitting time and the number of hours and shifts to be worked;
- j. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including the extent and frequency of training;
- k. Formulate and /or amend job descriptions;
- l. Merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- m. Contracting and/or subcontracting any existing or future work. However, this shall not relieve the City of the obligation to bargain over the impact of said contracting and/or subcontracting;
- n. Expand, reduce, alter, combine assign, or cease any job;
- o. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- p. Control the use of equipment and property of the City;
- q. Determine the number, location and operation of all departments and divisions thereof;
- r. Schedule and assign the work to the employees and determine the size and composition of the work force;
- s. Set procedures and standards to evaluate the City employees' job performance;
- t. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- u. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations.
- v. Formulate, amend, revise and implement City department policy, rules and regulations, provided, however, that such formulation, amendment, revision and/or implementation is neither arbitrary or capricious; require employees to observe and obey the City and departmental policies, rules and regulations;
- w. Establish, amend, revise and implement any programs and/or procedures, and to determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate, or merge any department or service, and to alter, combine, eliminate or reduce the structure of any City department, function, or any personnel amendment to or required by any function or department;
- x. Maintain the efficiency of the operations of all departments of the City and have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

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

ARTICLE 3 NO STRIKE PROVISION/NO LOCK-OUT
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The Florida Constitution grants public sector employees the right to bargain collectively, but also bans public employees from engaging in strikes. Accordingly, neither the Union nor any of its members shall participate in a strike against the City of Coral Springs, nor shall they instigate or

support in any manner such a strike or other illegal concerted activity.

No employee, association, or department of the City of Coral Springs will participate in a lock-out against the Union and/or its members, nor shall the City or its agents and employees instigate or support in any manner such a lock-out.

Should a bargaining unit employee be found in violation of this provision, the City may discipline or discharge the employee, who shall have recourse to the grievance and arbitration articles of this agreement. At all times the City reserves the right to pursue any other penalties provided by law for violations of this article and the ban on strikes by public sector employees.

<p style="text-align: center;">ARTICLE 4 UNION BUSINESS</p>

The City agrees to furnish and maintain acceptable bulletin boards in convenient places, one for each station, for use solely by the Union. The bulletin board shall have glass covers and be locked, with keys given to the Union District Vice-President, their designees, and the Fire Chief. The Union shall limit its posting of notices and bulletins to such bulletin boards. Each bulletin board shall be no less than two feet by three feet. The Union shall be responsible for maintaining and policing the bulletin boards. The Union agrees that it will post only Union-related material on the bulletin boards and shall not place any material defamatory to the City, its administrators, its agents, or its representatives upon the bulletin boards.

The City agrees that the Union shall have access to the City's internal e-mail system, which shall be used only for the following notices: (a) grievance meetings/hearings; (b) communications from the Union District Vice-President or designated stewards to the Fire Chief; (c) communications from the Union District Vice-President or designated stewards to Bargaining Unit members for purposes of meeting and social gathering notifications; and (d) training and educational opportunities. No defamatory or derogatory material shall be posted on the e-mail system. Union communications through the City's email system constitute public record and that the Union, its stewards, and its bargaining unit members should have no expectation of privacy. The City shall have the right to monitor the communications through the City's email system to ensure compliance with this article of the contract.

On January 1 of each year, members may donate up to ten (10) hours of annual leave or compensatory time, which will be deducted from the member's accrued leave and credited toward Union pool time. By December 15, the Union will send notice to the City, stating each member's name, number of hours to be donated, in one hour increments, and type of leave that will be utilized for the time pool donation. Union pool time shall be calculated and credited on an hourly basis. Union pool time may be used by the Union District Vice-President and/or his/her designee(s) to attend Broward union meetings, negotiations, or other union-related business.

The Union District Vice-President, or designated representative of the Union, desiring to use time from the time pool shall submit a notice for approval at least 48 hours prior to the date of such use to the employee's immediate supervisor and to the Fire Chief or his/her designee. Such approval will not be unreasonably denied.

The time pool shall not exceed 800 hours. Unused time pool hours may be carried forward to succeeding years; however, the time pool may never exceed 800 hours. Time taken off from work, and for which the employee is paid from the pool, shall not count as time worked for overtime or premium pay purposes.

Any accident incurred by an employee whose time is being paid for by the time pool shall not be considered to have been incurred in the course and scope of his/her employment with the City within the meaning of Chapter 440, Florida Statutes as amended, except for injuries sustained while acting in the line of duty.

**ARTICLE 5
PAYROLL DEDUCTION OF DUES**

The City shall provide, at a cost of \$.10 per month per Union member, for the direct deduction of union dues from the salary of each Union member. This charge will be deducted from the total remittance sent to Local 3080. The amount of the deduction shall be periodically determined by the Union, which shall so inform the City in writing. The City shall not be obligated to make more than two changes in the dues rate per employee per year. The Union will be responsible for the charges incurred by the City for any subsequent changes. No deduction from any member shall be made by the City unless it has received a written authorization from such Union member.

The dues shall be deducted by the City in equal installments from each regular salary check. The total sum of all dues deductions collected by the City shall be accounted for and remitted to the treasurer of Local 3080 every month.

The City agrees to provide a second deduction for union members for matters other than dues, such as donations to the Coral Springs Professional Firefighters' Benevolent Association, under the same terms and conditions regarding authorization and amounts as set forth above, upon thirty days' written notice from the Union and the provision of signed authorizations. If a second deduction is elected, at an additional cost of \$.10 per Union member per month will be deducted from each remittance to Local 3080.

In the event a Union member should decide to discontinue the deduction of dues from their salary, that member shall provide written notice to the City and Union. The revocation of dues deduction shall become effective only thirty days after its receipt by the City and the Union.

The Union and the City shall jointly agree upon the forms to be used for authorization of deductions and authorization of the withholding of deductions. The Union agrees to defend and hold harmless against any claims, suits, orders or judgments brought or issued against the City based on any payroll deductions of dues as provided for in this article.

**ARTICLE 6
REPRESENTATION**

The City shall be represented by the City Manager or their designee(s). The City Manager or their designated representative(s) shall have sole authority to conclude an Agreement on behalf of the City, subject to ratification by the City Commission. It is understood that the designated representatives of the City are the official representatives for the purpose of negotiating an Agreement. Any negotiations entered into with persons other than the City Manager or their designee(s) defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the City. It shall be the obligation of the City Manager or their designated representative to notify the Union in writing of any change in designation of the City's representative for the purpose of negotiations. Legal counsel and/or advisors to the City may attend any conference or

meeting between the Union and the City.

The Union shall be represented by its President, the Coral Springs District Vice-President, or the Union's designee(s). The District Vice-President or their designated representative(s) shall have sole authority to conclude an Agreement on behalf of the Union, subject to ratification by the members of the bargaining units. It is understood that the designated representatives of the Union are the official representatives for the purpose of negotiating an Agreement. Any negotiations entered into with persons other than the President, the Coral Springs District Vice-President, or the Union's designee(s) defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the Union. It shall be the obligation of the President, the Coral Springs District Vice-President, or the Union's designated representative(s) to notify the City in writing of any change in designation of the Union's representative for the purpose of negotiations. Legal counsel and/or advisors to the Union may attend any conference or meeting between the Union and the City.

The Union shall also designate in writing its shift representatives for the purposes of attending grievance meetings, interrogations, and any other event at which a Union representative has the right to be present. Any member receiving discipline in excess of a Letter of Reprimand in accordance with Article 33, Discipline and Discharge, shall have a union representative present.

ARTICLE 7 WAGES

During the term of this agreement, members will be compensated according to the following salary schedule based on 2,496 hours worked per year for shift employees and 2,080 hours worked per year for non-shift employees:

<u>Position</u>	<u>Minimum Base Pay</u>	<u>Maximum Base Pay</u>
Firefighter EMT and Equipment Technician	\$46,590	68,392
Fire Inspector I	49,447	73,295
Driver Engineer/EMT	49,926	73,295
Fire Inspector II	51,603	76,408
Firefighter Paramedic	52,869	77,333
Driver Engineer/Paramedic	55,788	80,625
Lead Paramedic	58,281	85,520
Fire Lieutenant and Fire Inspection Lieutenant	65,189	91,795
Battalion Chief and Assistant Chief Training Officer	72,822	102,265

The above pay ranges become effective on October 11, 2008 for base salary only and members shall receive an increase in base pay as specified below:

- a. 3% for members who are at Maximum Base Pay; or
- b. 1.75% for members who are below Maximum Base Pay.

In addition to the above, effective October 13, 2007, the Fire Inspection Lieutenant will receive a 7.5% pay increase.

Effective October 10, 2009 members will be compensated according to the following salary schedule based on 2,496 hours worked per year for shift employees and 2,080 hours worked per year for non-shift employees:

<u>Position</u>	<u>Minimum Base Pay</u>	<u>Maximum Base Pay</u>
Firefighter EMT and Equipment Technician	\$47,521	\$70,444
Fire Inspector I	50,436	75,494
Driver Engineer/EMT	50,925	75,494
Fire Inspector II	52,635	78,701
Firefighter Paramedic	53,926	79,653
Driver Engineer/Paramedic	56,352	83,043
Lead Paramedic	59,447	88,086
Fire Lieutenant and Fire Inspection Lieutenant	66,493	94,549
Battalion Chief and Assistant Chief Training Officer	74,279	105,332

The above pay ranges become effective on October 10, 2009 for base salary only and members shall receive an increase in base pay as specified below:

- a. 3% for members who are at Maximum Base Pay; or
- b. 2.0% for members who are below Maximum Base Pay.

Effective October 9, 2010 members will be compensated according to the following salary schedule based on 2,496 hours worked per year for shift employees and 2,080 hours worked per year for non-shift employees:

<u>Position</u>	<u>Minimum Base Pay</u>	<u>Maximum Base Pay</u>
Firefighter EMT and Equipment Technician	\$48,472	\$72,557
Fire Inspector I	51,444	77,759
Driver Engineer/EMT	51,943	77,759
Fire Inspector II	53,687	81,062
Firefighter Paramedic	55,005	82,043
Driver Engineer/Paramedic	57,479	85,535
Lead Paramedic	60,635	90,728
Fire Lieutenant and Fire Inspection Lieutenant	67,822	97,385
Battalion Chief and Assistant Chief Training Officer	75,764	108,492

The above pay ranges become effective on October 9, 2010 for base salary only and members shall receive an increase in base pay as specified below:

- a. 3% for members who are at Maximum Base Pay; or
- b. 2.1% for members who are below Maximum Base Pay.

Incentive Pay - Upon completion of either initial or position probation, a member will receive a 4.25% increase if performance is rated as meeting expectations or higher. Members who have reached maximum base pay will remain at maximum base pay.

Upon receiving Paramedic certification, a member classified as a Firefighter/EMT or Driver Engineer/EMT will receive an automatic reclassification to Firefighter/Paramedic or Driver Engineer/Paramedic and will receive a 10% increase in base pay (no retroactive pay)

adjustments will be made as a result of this provision). Upon receiving a Paramedic certification, a member classified as a Fire Inspector I or Fire Inspector II will, upon position availability, receive a promotion to Firefighter/Paramedic and will receive a 5% increase. After three years in the Coral Springs Fire Department and one year as a Fire Inspector I, a Fire Inspector I will automatically be reclassified to Fire Inspector II and will receive a 4.25% increase upon receiving the Broward County Board of Rules and Appeals designation of Plans Examiner and successful completion of the State of Florida Fire College Course FFP 2610 – Fire Investigation: Cause and Origin. Reclassifications do not affect the initial probationary period, nor are they subject to extensions position probationary periods.

Detail pay (assignments for which the City will be reimbursed from a third party) will be paid at the rate of \$30.00 per hour. All other special assignments will be paid pursuant to Article 22, Overtime.

For members initially designated as instructors after contract ratification, Instructor pay will be paid at the rate of \$20.00 per hour and Lead instructor will be paid at the rate of \$30.00 per hour. After one year of employment with the City, instructors will receive a \$1.00 per hour increase in the hourly rate to a maximum of \$25.00 per hour for Instructor and \$35.00 per hour for Lead Instructor. Increases will be effective in the pay period including October 1. Dive Team – the Fire Chief may designate Members as Dive Team members. Dive Team members will receive a cash bonus of \$1,200 annually (\$1,500 per year for the Dive Team Commander), payable the first regular payday following September 30 of each year, for as long as they are designated Dive Team members. Members who do not serve on the dive team a full year will receive a pro-rated (with work after the 14th of the month being considered a full month) cash bonus on September 30.

SWAT-MEDIC/SRT Team – the Fire Chief may designate Members as SWAT-MEDIC/SRT Team members. SWAT-MEDIC/SRT Team members will receive a cash bonus of \$1,200 annually, payable the first regular payday following September 30 of each year, for as long as they are designated SWAT-MEDIC/SRT Team members. Members who do not serve on the SWAT-MEDIC/SRT Team a full year will receive a pro-rated (with work after the 14th of the month being considered a full month) cash bonus on September 30.

Fire Inspector Standby Pay – Fire Inspectors who rotate standby duty will receive a \$75 per month stipend. If called in, the member will receive compensation pursuant to Article 13 Call Back, Call In Pay. A rotating call-out schedule will be used and maintained by the Fire Marshal. The rotating schedule will be as equitable as possible and will be posted where members will have visual access to the schedule.

ARTICLE 8 SPECIAL ASSIGNMENTS
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The following functions will be considered Special Assignments:

- Dive Team
- SWAT-MEDIC/SRT Team

Compensation for these special assignments will be in accordance with Article 7, Wages. Any overtime incurred as a result of Special Assignments shall be compensated in accordance with Article 22, Overtime.

The Fire Chief will make selection for assignment to Special Assignments using at a minimum the following process:

- Posting of openings for a minimum of 21 calendar days. Such posting shall include the minimum qualifications required for the special assignment; and
- Oral board interviews.

The Fire Chief may revoke Special Assignments at any time. Special Assignments will not be revoked due to on-duty injuries or light duty assignments with a duration of less than six (6) months.

Dive Team: The Dive Team will consist of up to 21 members (exclusive of Chief Officers), including a Dive Team Commander. This will include a minimum assignment of three per shift. For purposes of the three per shift assignment minimum, qualified Chief Officers may be included. The following will be included as minimum qualifications for assignment to the Dive Team:

- Have served one year and completed probation in the Coral Springs Fire Department;
- Possession/Maintenance of Dive Rescue 1 certification;
- Completion of annual dive training; and
- Public Safety diver certification.

SWAT-MEDIC/SRT Team: The SWAT-MEDIC/SRT Team will consist of up to six members in total from the Department. The following will be included as minimum qualifications for assignment to the SWAT-MEDIC/SRT Team:

- Have served two (2) year as a Firefighter/Paramedic;
- Must meet current Coral Springs Police Department qualifications; and
- Must complete required SRT training as determined by the Police Department Team Commander and as approved by the Fire Chief.

ARTICLE 9 ANNUAL LEAVE

Except as provided below, the parties agree to Administrative Policy 06.04.02 (Annual Leave) with respect to annual leave.

Employees may select advance annual leave as follows:

Annual leave shall be selected by department seniority. Bids for Annual Leave shall be submitted between November 1 and November 15. Annual Leave shall be awarded and posted by December 1. Employees have the ability to schedule up to three quarters of their current balance of accrued annual leave for the next calendar year. Selection is on a shift- by-shift basis or day- by-day (for non-shift employees), with the employee with the greatest department seniority selecting first. Members may submit up to 72 hours in a block of time or three separate shift choices for annual leave per bid selection. For those bids that involve a City recognized holiday, members shall only be allowed to bid for one holiday per selection. Once all bid selections have been completed, then the process will start again using the same process as outlined above. An employee may skip advance annual leave selection, but in the event he/she does so, he/she moves to the bottom of

the list for selection purposes. Once each employee has either used up to 72 hours or skipped their right to select twice, the list is closed. Upon completion of the bid process, and no later than December 1, the annual leave schedule will be reviewed and approved by the on-shift Assistant Chief or his/her designee, who shall have the ability to deny bids based on departmental need. Any denials will be based on departmental seniority.

Requests for annual leave, outside of the bid process described above, are to be submitted to the immediate supervisor, subject to final review and approval by the Fire Chief. Approvals or denials shall be issued, in writing, within 72 hours of the employees' request, with the grounds for the denial set forth, if the request is denied.

Except as provided below, three (3) members per shift, and no more than one per position, may be granted annual leave. For purposes of this article, Battalion Chief and Lieutenant will be considered one position.

Effective October 1, 2008 and through December 31, 2008, a fourth member will be approved per shift, with no more than one per position.

Effective January 1, 2009 a fourth member will be approved per shift, with no more than one per position. This fourth member approval is conditional on sick leave usage for shift members (code 03 sick and code 40 sick family) not exceeding 870 hours the previous quarter. If sick leave usage for shift members (code 03 sick and code 40 sick family) the previous quarter exceeds 870 hours, those members holding conditional approval will have their annual leave request revoked.

Additional members may be granted annual leave on a shift if such leave does not result in overtime.

Paid vacation may be used in lieu of sick leave, when the employee has exhausted sick leave, if all sick leave provisions relating to call in have been complied with.

Requests may be taken in no less than eight hour increments.

ARTICLE 10 GROUP INSURANCE BENEFITS
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Section 1: During the term of this Agreement, unit personnel will be provided the group health, life, dental, vision and disability insurance plan at service levels and premium rates applicable to all City employees. Premium rates will not increase by more than 5% per year.

Section 2: Benefits for Retired and Disabled employees will be provided in accordance with City Policy 06.04.01.01, Premiums - Retired and Disabled Employees.

ARTICLE 11 ON THE JOB INJURY/WORKERS' COMPENSATION

The parties agree to abide by Chapter 440 of the Florida Statutes concerning workers' compensation matters. However, except as provided in Florida law, members injured during (a.) emergency response to an incident, at the scene of an incident, or while transporting patients to a medical facility, any of which require a Fire Department Incident Report or EMS report, (b.) participation in "hands on" training activities, (c.) participation in activities ordered by the Fire Chief

or designee, which have been designated in writing by the Fire Chief as a high risk activity, and (d.) any and all terrorist attacks or exposure to bio-chemical warfare at any time while on duty will receive 100% of their base salary in lieu of workers' compensation for up to 1,248 hours per injury (1,040 for non-shift employees). After 1,248 hours for an injury (1,040 for non-shift employees), state law concerning payment of workers' compensation benefits will govern.

Members will make every effort to secure workers' compensation therapy appointments outside of their regular work schedule. However, if such appointments are not available, workers' compensation therapy appointments may be made during the member's regularly scheduled workday, without the member being required to utilize accrued leave to for these appointments. Such appointments shall not result in overtime. Non-shift members will be allowed to flex their schedules for off-duty hour appointments that occur on their regularly scheduled workday.

ARTICLE 12 PENSION PLAN

Section 1: Reference is made to the City of Coral Springs Firefighters Retirement Plan, the provisions of which are found in Chapter 12 of the City of Coral Springs, Florida, Code of Ordinances.

Section 2: The following changes shall be enacted:

- A. Sec. 12-48(b) shall be amended to read that the monthly retirement benefit shall be an amount equal to three and one-half (3.50) percent of final monthly compensation multiplied by the number of years of credited service, except for credit received for service prior to the effective date, which shall be computed based on the applicable multiplier as set forth in section 12-47.
- B. Sec. 12-50(d) shall be amended to change the service incurred disability benefit from forty-two (42) percent to 52.5%.
- C. Sec. 12-48 (a) shall be amended to reflect normal retirement for Firefighters who became members upon the effective date or after the effective to be 25 years of service regardless of age or age 52 with 20 years of service. All other references to retirement date eligibility will be removed from the plan.
- D. Sec. 12-49(b) shall be amended to provide for after ten (10) years of service for the purchase of credit for up to two years for military service prior to employment as well as for prior service as a firefighter (as defined in FS 175.032 8(a)) for some other employer as long as the member is not entitled to receive a benefit for such other prior service as a firefighter. In addition, a six month window will be created to allow for after ten (10) years of service for the purchase of credit for up to two years for military service prior to employment as well as for prior service as a firefighter (as defined in FS 175.032 8(a)) for some other employer as long as the member is not entitled to receive a benefit for such other prior service as a firefighter. In no event shall purchased service exceed four (4) years.
- E. Sec. 12-47 (e) shall be added to create a six-month window to allow for the purchase cost of increasing a members multiplier to 3.5% for service prior to the effective date of the plan.
- F. The City and the Union agree to prepare or have prepared and receive approvals on such documents that will be required to institute a Deferred Retirement Option Program ("DROP"). Such documents will include, but not be limited to Ordinances, impact studies, and trust agreements.
The provisions of the DROP Plan shall include:

- The election can be made to enter DROP at any time after a member reaches normal retirement date;
- The election is irrevocable;
- Maximum DROP period is five (5) years
- DROP participant accounts will be self-directed;
- Members participating in DROP will not make plan contributions and will not receive any additional service credits; and
- Members electing the DROP will be required to submit an irrevocable letter of resignation dated five years from the date of election as a requirement for DROP participation.

Section 3: The amendments described in Section 2 of this article will be funded through excess Chapter 175 funding. Once the amendments are adopted, only annual Chapter 175 funding in excess of \$883,426 shall be considered when negotiating benefit enhancements.

Section 4: In the event chapter 175 funding is less than \$883,426 in any year, the parties agree to reopen this article and to negotiate a reduction in benefits that would result in the cost of extra benefits not exceeding chapter 175 funding. The parties agree to reopen this article in any year that chapter 175 funding is received in excess of \$883,426.

**ARTICLE 13
CALL BACK / CALL IN PAY**

In the event that an employee is called back to work after being relieved of duty for more than fifteen minutes, or called in to work at a time the employee is not scheduled to work, that employee shall receive a minimum call back pay equivalent to 3 hours' pay at the employee's base hourly rate paid at time and one-half.

**ARTICLE 14
DEATH BENEFITS**

The City will provide each member with \$75,000 basic life insurance with an additional \$75,000 accidental death and dismemberment insurance. Such payments shall be made to the beneficiary designated by such firefighter in writing, signed by the firefighter and delivered to the employer during the firefighter's lifetime. If no such designation is made, then it shall be paid to the firefighter's surviving child or children and spouse in equal portions, and if there be no surviving child or spouse, then to the firefighter's parent or parents. If a beneficiary designation is not made and there is no surviving child, spouse, or parent, then it shall be paid to the firefighter's estate.

Such payments shall be in addition to any workers' compensation, State benefits, or pension benefits payable to the employee and/or their beneficiaries and/or their estate.

The City also agrees that in the event of the employee's death in the line of duty, the beneficiary shall receive a lump sum payment for 100% of the employee's accrued sick leave, annual leave, and compensatory leave.

All active and retired bargaining unit members, upon death, shall be entitled to a traditional firefighter's funeral and procession, including use of City fire vehicles to transport the remains to the final resting place within a 100 mile radius of the City limits, subject to the availability of equipment.

In addition to the benefits outlined above, the following benefits are also available as provided by the Florida Statutes:

STATE OF FLORIDA LINE-OF-DUTY DEATH RESOURCES

State Death Benefit

The State of Florida Death Benefit for Firefighters is governed under [Florida Statute 112.191](#) and [Florida Administrative Code 69A-64](#). There are three levels of benefits based upon the circumstances leading to the death. This benefit may be available to both Career and Volunteer Firefighters. This benefit is paid in addition to any worker's compensation or pension benefits.

Contact: Assistant Director
Division of State Fire Marshal
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340
(850) 413-3607

State Workers' Compensation Benefit and Funeral Benefit

The Workers' Compensation Benefit may be available to either Career or Volunteer Firefighters. The definition of employment includes firefighters responding to or assisting with fire or medical emergencies whether or not the firefighters are on duty. The Workers' Compensation "acting within the course of employment" is located within [Florida Statute 440.091](#), and the Workers' Compensation "for death" is located within [Florida Statute 440.16](#).

Contact: Division of Workers Compensation
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-4228
(800) 742-2214 or (850) 413-1610

Educational Benefits

Certain educational benefits may be available to the surviving spouse and children. Information on these benefits are contained in Sections (3) and (4) of [Florida Statute 112.191](#). These benefits are also addressed in the Florida Administrative Code (FAC), within the Department of Education's Rules, under [FAC 6C-7.008](#) and [FAC 6C2-2.02414](#).

Contact: Office of the Commissioner
Department of Education
Turlington Building, Suite 1514
325 West Gaines Street
Tallahassee, Florida 32399
(850) 245-0505

ARTICLE 15 HOLIDAYS

Section 1: Effective January 1, 2009, shift members shall be paid, at their regular rate of pay, or convert to annual leave, 124 hours of Holiday Pay, 62 hours in the first paycheck following June 1 (all holidays from December 1 through May 31 plus one Personal Day) and 62 hours in the first paycheck following December 1 (all holidays from June 1 through November 30 plus one Personal Day) of each year. Regular rate will be determined as of the date of payment. The City will deduct applicable taxes.

The following days shall be considered holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Two Personal Days

Each shift member employee covered by this Agreement shall receive ten (10) hours pay for each holiday, other than Personal Days, and 12 hours for each Personal Day. If City Hall closes during regularly scheduled hours, members who were not afforded the time off will be awarded compensatory time in an amount equal to the hours City Hall was closed, not to exceed eight (8) hours per day.

If any employee is separated from employment and is owed holiday pay, he shall receive all accrued but unpaid holiday pay in his final paycheck from the City.

If the City's administrative offices close for any holiday other than those listed above, that day shall likewise count as a holiday for the purposes of this article and paid at ten (10) hours for shift members.

Non-shift members will be compensated for holidays and personal days in accordance with City Administrative Policy 06.04.06, Holidays and Personal Days.

ARTICLE 16 JURY DUTY

An employee shall receive their full salary at their regular rate of pay while on jury duty should their obligation to serve jury duty fall on a day on which the employee is scheduled to work. The employee shall turn over all money received for jury duty, other than parking reimbursement, to the City. It is the employee's responsibility to notify the Chief, through their chain of command, of the jury duty obligation, and to provide a copy of the jury duty notice. Employees are not entitled to jury duty pay for a day on which the employee is not regularly scheduled to work.

A shift member employee who is required to report for jury duty on the day following their regularly scheduled workday, and who informs the Chief, through the chain of command, of this fact, and who provides a copy of the jury duty notice, upon the employee's request, shall be released from work at 7:00 P.M. so that the employee may be rested before reporting to jury duty, and shall be paid for the remainder of their shift.

A shift member employee who is scheduled to work on a day on which he serves jury duty shall report for work for the remainder of their shift when there is no jury duty scheduled for the following day. If the shift member employee is scheduled to return to jury duty for the following day, the employee shall not be required to report to work for the remainder of their shift, and the entire shift shall be considered as jury duty leave, to be paid for at the employee's regular hourly rate.

**ARTICLE 17
LONGEVITY PAY**

The City and the Union agree that employees who have worked for the City of Coral Springs continuously for five (5) or more full years, shall receive an annual longevity payment in the lump sum of 1% of base annual salary each year on or around December 1, base salary rate to be determined as of that date. This payment shall be incorporated into the employee's regular wage rate and shall be included for the purposes of overtime wage calculations. Employees must be in pay status on December 1 in order to receive this benefit. If not in pay status on December 1, the employee must be in pay status at least thirty calendar days after returning to pay status before receiving this benefit.

In addition to the benefit described above, employees hired prior to June 1, 1993, will receive a cash Lump Sum Bonus on or about their hire anniversary date beginning with the 10 year hire anniversary as follows:

Hire Anniversary	Lump Sum Bonus
10,11,12,13,14 years	\$500
15,16,17,18,19 years	\$1,000
20 plus years	\$1,500

**ARTICLE 18
PREVAILING BENEFITS/POLICIES**

Section 1 The parties make reference to those benefits and policies listed in Section 3 of this Article and agree to those policy conditions during the term of this agreement.

Section 2 The City is not bound to provide benefits not listed within this agreement.

Section 3 The following policies are recognized:

- 3.1 Administrative Policy 06.02.02 (Equal Employment Opportunity Statement)
- 3.2 Administrative Policy 06.11.03 (Leave of Absence)
- 3.3 Administrative Policy 06.04.04 (Funeral Leave) (See Policy Below)
- 3.4 Administrative Policy 06.11.07 (Military Leave) (See Policy Below)
- 3.5 Administrative Policy 06.01.03 (Political Activity)
- 3.6 Administrative Policy 06.04.09 (Tuition Reimbursement)
- 3.7 Administrative Policy 09.01.01 (Reimbursement for Expenses, Travel and Subsistence)
- 3.8 Administrative Policy 06.01.01 (Sexual Harrassment)
- 3.9 Administrative Policy 06.01.05 (Violence in the Workplace)
- 3.10 Administrative Policy 06.11.08 (Gainsharing)
- 3.11 Standard Operating Procedure A-19 (Recall of Off-Duty Personal)
- 3.12 Standard Operating Procedure O-18 (Severe Weather Operations)

The parties agree to meet and discuss any changes in the above policies.

Administrative Policy 06.04.04, Funeral Leave

PURPOSE

Funeral leave is provided expressly for periods of bereavement and attending the funeral of an "immediate family member" or defined "relative".

ELIGIBILITY

Employees occupying a regular full-time position are eligible for this privilege.

DEFINITIONS

1. The "immediate family" is defined as: Employee's spouse, son, daughter, father, mother, brother, sister.
2. A "relative" is defined as grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law, stepparent, stepchild, half-brother, half-sister or any relative living in the same household.

PROVISIONS

1. In the event of death within an employee's immediate family, the employee may be authorized up to 40 hours of paid funeral leave; 7(k) EMS employees may be authorized up to 48 hours of paid funeral leave.
2. In the event of death of a relative other than immediate family, the employee may be authorized up to 24 hours of paid funeral leave.

PROCEDURE

1. The employee should notify the Department Director, as soon as possible, of a need for funeral leave. The employee may be required to submit documentation to support a request for this privilege.
2. Funeral leave is not deducted from the employee's accrued leaves.

Administrative Policy 06.11.07, Military Leave

POLICY

The City of Coral Springs recognizes an employee's responsibility to fulfill U.S. Military Armed Forces obligations or annual training sessions or active duty call-up and provides this benefit to eligible employees.

DEFINITIONS

Military Reserves - military units not routinely engaged in active duty status and identified as National Guard, Air National Guard, Office Reserve Corp., Army Reserve, Air Force Reserve, Marine Corp. Reserve, and Coast Guard Reserve. These units may have annual short term training sessions.

Short Term Military Leave - a paid period of time for military reservists up to seventeen (17) working days annually for the purpose of short term military training sessions.

Active Duty Status: military reservists who receive official orders to report for active military duty not regarded as a training session.

Long Term Military Leave - a period of time when military reservists are called to active duty status for not more than four (4) years plus a one (1) year additional voluntary extension if at the request and convenience of the government for active military duty in the Armed Forces.

Supplemental Pay - an amount necessary to bring the employee's total salary, inclusive of the military pay, to the net base level earned at the time the employee was called to active military duty.

Armed Forces Physical Examination - a medical/physical examination required by the military.

ELIGIBILITY

All regular full-time employees of the City who are called for military reserve or active duty status. Florida Statute 115 will be complied with for other types of employees.

PROVISIONS

1. All actions relative to Military Leave are governed by the provisions of Florida Statute 115, or other legislation as amended from time to time.
- 2A. Short Term Military Leave - An eligible employee receiving official orders to report for reserve duty may receive their normal pay and normal accruals for that period of duty, known as Short Term Military Leave, not to exceed seventeen (17) working days annually. Florida Statute provisions regarding shift workers may affect the working days noted above. A copy of the official document confirming the order must be furnished to the Department Director prior to the leave period.
- B. Upon completion of the Short Term Military Leave, the employee must submit a written statement from their Commanding Officer attesting to their satisfactory performance to their Department Director in order to receive the normal pay during the Short Term Military Leave.
- 3A. Long Term Military Leave - An eligible employee who is an active or inactive military reservist receiving official orders to report for active duty may receive supplemental pay for that period of active duty, known as Long Term Military Leave. A copy of the official document confirming the order must be furnished to the City Manager through the Department Director and the Director of Human Resources. This copy must be submitted prior to the leave period.
- B. Upon completion of the Long Term Military Leave, an employee must return to work within ten (10) working days after an Honorable Discharge. Supplemental pay shall cease upon the effective date of an Honorable Discharge. Employees may use other types of leave in accordance with City policies if there is a reasonable gap between the effective date of an Honorable Discharge and the employee's return to work, provided the employee reports to work within ten (10) working days of the Honorable Discharge. Proof of Honorable Discharge shall be submitted to the Department Director and the Director of Human Resources. The employee must be physically and mentally capable of satisfactory performance of job duties assigned in the formally held position. An equivalent position may be offered if the former position no longer exists. A medical examination may be required at

the discretion of the Director of Human Resources.

- C. Any employee on Long Term Military Leave who is discharged with less than an Honorable Discharge shall not be eligible for supplemental pay or other benefits provided to employees. Such instances shall be considered as the employee having resigned without notice and shall only be eligible for mandated provisions of Florida Statute 115.
 - D. Employees on Long Term Military Leave with dependent health coverage can continue medical coverage for dependents through payroll deductions during the active duty period.
 - E. To supplement the employee's net base pay while on Long Term Military Leave, the employee's budgeted position would be frozen and salary savings shall be used to fund the difference between the employee's current net base pay and any military pay. Additionally, the employee's status would be frozen as well.
 - F. When the employee returns to work in accordance with these provisions, benefits will be in accordance with statutory requirements.
 - G. No accruals for sick leave, annual leave or longevity shall occur during a Long Term Military Leave. The period of Military Leave shall not be considered as a break in service, but shall not count as service credits for any benefits. Longevity bonuses Gainsharing, and Attendance Incentive benefits shall be suspended for the duration of Long Term Military Leave.
 - H. During Long Term Military Leave, contributions and service credits for any pension plan or ICMA Money Purchase Plans shall be suspended until the employee returns to work status.
 - I. Employees on Long Term Military Leave shall remain at their current dollar value of their current pay during Military Leave. For future earnings, the employee's current pay will be adjusted to the new minimum pay for their position, if necessary, upon the employee's return to work. New minimum pays may have been established during Long Term Military Leave. No incentive pay or retroactive adjustments shall be considered.
 - J. Probationary status shall remain in effect until the employee completes and successfully passes any such status after Long Term Military Leave.
 - K. Merit increases shall be suspended for the duration of Long Term Military Leave; the employee must earn such increases upon returning to work.
 - L. Job Anniversary dates shall not be effected by any Long Term Military Leave.
 - M. If an employee on Long Term Military Leave fails to return to work within ten (10) working days of an Honorable Discharge, then the employee must apply for re-employment within ninety (90) calendar days after completion of military service or within thirty-one (31) calendar days after completion of initial active duty for training of not less than three (3) months. Florida Statutes shall apply in these instances.
4. Employees called for a Selective Service Physical shall be entitled to time off with pay. To earn this leave, the employee must present a copy of Military Leave notice to the Department Director and the Director of Human Resources prior to taking the required physical.

**ARTICLE 19
EVALUATIONS**

Except as amended below, Administrative Policy 06.06.02, Incentive Pay System, will be utilized to evaluate employees.

The Fire Marshal, subject to review and final approval of the Fire Chief, shall perform evaluations of Fire Inspector I, Fire Inspector II, and Fire Inspection Lieutenant.

The Fire Lieutenant or immediate supervisor, subject to review and final approval of the Fire Chief, shall perform evaluations of shift personnel including Firefighter/EMT Firefighter/Paramedic Lead Paramedic, Driver Engineer/EMT, and Driver Engineer/Paramedic. Beginning in 2006, the Lead Paramedic, subject to review and final approval of the Fire Chief, shall perform the evaluation of Firefighter/Paramedic riding on the Lead Paramedic's Rescue Unit.

The Battalion Chief for the appropriate shift subject to review and final approval of the Fire Chief, shall perform evaluations of Fire Lieutenant.

The Assistant Fire Chief for the appropriate shift or assignment, or his/her designee, subject to review and final approval of the Fire Chief, shall perform evaluation of Battalion Chief and Equipment Technician.

The Chief Training Officer, subject to review and final approval of the Fire Chief, shall perform the evaluation of the Assistant Chief Training Officer.

As part of the evaluation process, a supervisor may request that an employee complete a self-evaluation. Results of supervisory surveys will not be used to directly impact an evaluation.

Evaluations shall be completed by the one-year anniversary of the employee's hire or promotion/demotion. Thereafter, an evaluation will be completed by each October 1, with proration, as appropriate, as set forth in Administrative Policy 06.06.02, Incentive Pay System Members shall not be eligible for cash or other rewards above the 4.25% increases to base salary set forth in this agreement.

Evaluations are not subject to the grievance or arbitration articles of this Agreement.

**ARTICLE 20
LIGHT DUTY**

A member who is unable to perform in their normal work assignment may be permitted or required to work in a "light duty" capacity, if light duty assignments are available. Requests for light duty shall be presented to the Fire Marshall or their designee and the member must properly present any required medical releases and/or forms from their attending physician at the time of the request. Such requests shall not be arbitrarily denied by the City. The City reserves the right to have the member evaluated by a physician prior to assignment, at the City's expense. If the City's medical authority differs from the employee's attending physician, a third health care provider will be commissioned to evaluate the employee. The decision of the third party health care provider will be binding and paid for by the City. Employees with work related injuries/illnesses will be given preference for light duty assignments.

The City may assign light duty personnel to any fire department-related activity at any fire department work site provided that the assignment is with the member's certification and/or licensure status and that such activities are within the member's physical limitations, as determined by the health care provider by the above-established procedure. Qualified personnel may be temporarily assigned to the Inspection or Training divisions as light duty assignments. Light duty personnel shall work a forty-hour, five-day schedule starting on Monday and ending on Friday, unless the employee and the City mutually agree in writing to an alternative schedule. Except for on-duty injuries, after 30 light duty calendar days, members shall not receive Special Assignment compensation for the remainder of the light duty assignment. Special Assignment compensation shall be reinstated for the first payroll following the member's return to full duty.

Upon receiving a medical release back to full duty, shift personnel shall resume their normal work schedule at the earliest opportunity that is consistent with the following:

- (a) After receiving a release to full duty, members will complete their 40 hour week prior to returning to a normal shift assignment.

The provisions of this article shall not preclude an eligible employee from pursuing disability benefits. When appropriate, employees applying for disability benefits may continue to perform in a light duty capacity.

ARTICLE 21 OVERTIME

All hours worked in excess of any employee's regularly-scheduled hours in a 14 day pay cycle shall be considered overtime work. Hours worked excludes annual leave, personal days, sick pay, sick pay family, comp time used, leave without pay, suspension without pay, suspension with pay, administrative leave, all FMLA pays, job injury pay, Worker's Compensation, and 40 hours paid disability. Time spent in required re-certification training is to be compensated at straight time (ex. CPR, paramedic re-certification, etc.)

Employees performing overtime work shall, at the discretion of the employee only, be given compensatory time or overtime pay at the rate of time and one-half (1 and ½) times his base hourly rate of pay for such work. Under no circumstances may the City require an employee to accept compensatory time in lieu of overtime, or vice versa, unless in accord with this article. Overtime shall be paid out no later than the second paycheck after the date on which an employee worked overtime.

The City shall keep a record of each employee's accrued compensatory time. Employees who accept compensatory time in lieu of overtime shall document this election on their time sheet in order to ensure proper accounting of compensatory time and accurate record keeping. No overtime shall be permitted during the first three months of employment, unless a state of emergency has been declared.

Where a more specific article in this Agreement applies to the work outside of the employee's regularly-scheduled shift period (i.e. Article 13, Call Back/Call In Pay), the parties intend for the more specific article to apply, and do not intend for a multiplier effect, e.g. 1 and ½ times 1 and ½ times the employee's base hourly rate.

The maximum accumulation of compensatory time for shift member employees covered by this Agreement shall be 96 hours. The maximum accumulation of compensatory time for non-shift member employees covered by this Agreement shall be 80 hours. Any employee who by working

overtime would accumulate greater than the established maximum, shall be paid overtime in all instances.

72 hours of notice shall be required for the use of compensatory time. Exceptions to this notice requirement may be approved through the employee's chain of command, which approval will not be unreasonably denied. "Compensatory time" for the purposes of this Agreement means one and one-half hours of paid leave, paid at the employee's current hourly wage rate, for each hour of overtime worked.

In the event of an employee's permanent disability or death, 100% of their accumulated compensatory time shall be paid to the employee or their estate, at the hourly rate of pay in effect for that employee at the time of their permanent disability or death.

The Public Information Officer (PIO), shall be paid overtime when called out and not on duty, based on actual hours worked and pursuant to the provisions of paragraph one of this article.

The Special Response Team (SRT), shall be paid overtime when called out and not on duty, based on actual hours worked and pursuant to the provisions of paragraph one of this article.

<p style="text-align: center;">ARTICLE 22 OVERTIME DISTRIBUTION</p>

Overtime is to be distributed on a rotating basis as equally as possible, by position. An overtime system will be maintained to keep track of an individual's eligibility and amount of overtime.

Where the City has advance notice of a need for overtime, the member at the top of the overtime list in the position which will be vacant has a right of first refusal. Should that member refuse, the City shall contact the next most senior person, and so forth until a person accepts the overtime assignment. Acceptance of an overtime assignment moves that person to the bottom of the overtime list.

If the City receives notice by 9:00 PM that it will need to use overtime the following day, the above procedure shall be used (employees shall not be called after 10:00 PM except in extenuating circumstances). If not, the on-duty employee of the necessary position, as listed in Article 1, at the station where the vacancy occurs has the right of first refusal whether to take the overtime opportunity. In the event that there are multiple employees holding the same position and the same station, the senior employee shall have first right of refusal. After all employees at that station of the necessary position as listed in Article 1 have refused the overtime, the opportunity shall be offered to the remaining on-duty employees of that position, as listed in Article 1, according to the overtime list. If none of those employees voluntarily take the overtime opportunity, the least senior employee of that position may be held for overtime according to the mandatory overtime list.

Should the list for a position be exhausted, the City shall then resort to the present promotional eligibility list, in which case overtime shall be offered first to the highest ranking person on the list, and so forth. In the event that there is no eligibility list, and/or all individuals have refused voluntarily to work overtime, the City shall call in the least senior employee in that position for mandatory overtime.

Mandatory overtime shall rotate beginning with the least senior person in that position, then move to the second least senior, and so on. A separate line shall be kept for all overtime lists with the

date of the mandatory overtime included.

If department personnel are promoted, the overtime program will be adjusted accordingly, with the newly-promoted employee going to the bottom of their new position's overtime list.

Anyone called to work for 12 hours or less of overtime shall not have that time counted for the purposes of the overtime log.

In the event there is a need for "Emergency Overtime", the above policy may be deviated from only so far as an employee, after being contacted, cannot report for duty within one hour, may be bypassed. At all times the overtime list must be utilized to call for all overtime.

Emergency Overtime shall be defined as being anytime a unit is placed out of service, or will fall below minimum staffing levels due to illness, injury, or other emergency in which an employee must be relieved from duty.

**ARTICLE 23
OFF DUTY DETAILS**

Off duty details are defined as assignments for which the City will be reimbursed from a third party. For purposes of detail assignments a consolidated list will be maintained that includes all members by seniority. For a specific detail the highest member on the list holding the required certifications for that particular detail will be offered the detail assignment. If that member declines to take the assignment, the next highest member with the required certifications will be offered the detail. Once a member serves a detail, they will be moved to the bottom of the detail list. The detail list will be updated by the on-duty Assistant Chief by 1600 hours to reflect activity from the previous business day and will be posted on the City's "F" drive in read only format. Failure to work an assigned detail may result in disciplinary action. Detail assignment will be paid pursuant to Article 7, Wages.

**ARTICLE 24
PAYCHECKS**

Employees shall be paid bi-weekly every other Friday, as is the present practice. Direct deposit of regular and supplemental paychecks shall be required for all members. Pay deposit information shall be provided by e-mail to the employees' City of Coral Springs e-mail account on the day before deposit of funds.

**ARTICLE 25
PROMOTION**

The City and the Union agree that the establishment of the qualifications and standards for initial hiring is being solely reserved as a right of management. Promotions to Driver Engineer will carry a 5% promotional increase, promotions to Lead Paramedic will carry an 8.5% increase, promotions to Fire Lieutenant from Driver Engineer will carry a 10% promotional increase, promotions from Lead Paramedic to Fire Lieutenant will carry a 6.5% increase, promotions to Fire Inspection Lieutenant will carry a 10% increase, and promotions to Battalion Chief will carry a 10% promotional increase. The City shall use the rule of three in promotions, by selecting its choice from among the top three candidates.

Members promoted pursuant to this Article shall receive the promotion pay increase effective with the payroll following the promotion and shall also receive a prorated (from the date of the previous merit increase to the date of the promotion) IPS increase of 4.25% at the time of promotion. After a promotion, a member shall be eligible for the applicable increase after successfully completing the position probationary period. The October increase following the successful completion of a probationary period shall be prorated in accordance with Article 20, Evaluations.

The City and the Union agree that all newly promoted employees covered by this agreement shall be subject to a probationary period. The probationary period following promotion shall be one year of continuous uninterrupted employment as a position probation, unless otherwise extended in accordance with this Article. Special assignments made pursuant to Article 8 shall not be subject to a probationary period. The Fire Chief shall have the authority to extend all probationary periods on an individual basis for an additional 90 days when performance is not satisfactory. Notification of the extension of probation shall be in writing made no less than thirty (30) days prior to the date that the employee's probationary period would otherwise expired. The Fire Chief shall take appropriate action to insure that an employee whose probationary period is extended receives remedial counseling and instruction regarding areas of performance which need improvement.

The City agrees to maintain a promotional eligibility list for Driver Engineer, Lead Paramedic, and Fire Lieutenant. No list shall be maintained for the Position of Battalion Chief or Fire Inspection Lieutenant, with each Battalion Chief and Fire Inspection Lieutenant promotional process being conducted as openings arise. Maintaining a list shall mean that at least ninety (90) days prior to the expiration date of a list, or within thirty (30) days after the depletion of a list, a new test date shall be announced in writing and posted at all fire stations.

The resulting new list shall take effect upon expiration of the preceding list and shall have a duration of not more than two (2) years. In the event the preceding list has been depleted, the new list shall take effect immediately upon posting and have a duration of two (2) years.

Sources of information for all promotional examinations and possible subjects of assessment centers shall be publicized upon posting of said examinations no less than 30 days prior to the testing date. All sources must be available for purchase and one set of sources available for reference. If within one week after posting the examination sources are found to be unavailable to persons taking the examination, those questions drawn from the unavailable sources will be stricken from the test.

In order for a candidate to be eligible for a promotional examination, the following criteria shall be met at a minimum

- A. Driver Engineer
 - 1. Served two (2) consecutive years in the Coral Springs Fire Department as of the last day of the examination process;
Possession/Maintenance of the following certifications/license:
Successful completion of the State of Florida Apparatus Operator and Hydraulics course,
Successful completion of the EVOC (Emergency Operations Vehicle Course).
Valid State of Florida Drivers License
After appointed must meet required in service training.
- B. Lead Paramedic
 - 1. Served two (2) consecutive years in the Coral Springs Fire Department as a Firefighter/Paramedic as of the last day of the

examination process; and

2. Possession/maintenance of the following certifications/training or their equivalent:
 - a. PALS, and ACLS certification,
 - b. Instructor certification in BLS

C. Fire Inspection Lieutenant

1. Served five (5) years in the Coral Springs Fire Department with at least three years as a Fire Inspector as of the last day of the examination process, and
2. Possession/maintenance of the following certifications/training:
 - a. Broward County certifications as Fire Inspector and as Plans examiner,
 - b. State of Florida EMT Certification, and
 - c. One of the following:
 - i. State of Florida Fire Safety Inspector II, or
 - ii. State of Florida Fire Investigator I.

D. Fire Lieutenant

1. Served five (5) years in the Coral Springs Fire Department as of the last day of the examination process.
2. Possession/maintenance of the following certifications/training:
 - a. State of Florida Paramedic certificate,
 - b. State of Florida Fire Officers' I Certification.
 - c. Successful completion of educational requirements for Driver Engineer, and
 - d. Currently serve as either a Driver Engineer or Lead Paramedic or be on the promotional list for either of these positions.

E. Battalion Chief

1. Served six (6) years in the Coral Springs Fire Department have completed probation as a Fire Lieutenant, as of the last day of the examination process, and
2. Possession/maintenance of the following certifications/training:
 - a. State of Florida Paramedic certificate,
 - b. State of Florida Municipal Fire Officers' I Certification,
 - c. Fire Service Instructor I, and
 - d. Associates Degree qualifying for State supplemental compensation.

A member who has been demoted will not be considered eligible for promotion within one year of the date of their demotion.

Members who meet the above educational requirements, but are short by 90 days or less on time requirements, shall be allowed to test in the promotional process. In no event shall a member be allowed to be promoted until they meet all requirements for the position. In the event that a member, who does not meet the time requirements, successfully completes the testing process, they shall be placed on the promotional list below the candidate who meets all the promotional requirements with lowest score. In no event shall a candidate who does not meet the time requirements be allowed to be temporarily up graded if a member above them, on their shift, is available.

For the following promotional processes all testing shall be administered by the Coral Springs Fire Department Training Division.

The promotional appointment to the position of Driver Engineer shall be made on the basis of the following:

- A. A written exam – 50%
- B. A practical exam – 50%

Once appointed, a Driver Engineer must attend pump operations training annually. Those Driver Engineers assigned as a Driver Engineer for an aerial/ladder truck must also hold the aerial/ladder certification.

The promotional appointment to the position of Lead Paramedic shall be made on the basis of the following:

- A. A written exam - 30%;
- B. A practical exam - 40%;
- C. Oral Interview - 30%.

The promotional appointment to the position of Fire Inspection Lieutenant shall be made on the basis of the following:

- A. A written exam - 30%;
- B. A practical exam - 40%;
- C. Oral Interview - 30%.

The promotional appointment to the position of Fire Lieutenant shall be made on the basis of the following:

- A. A written exam - 30%;
- B. A practical exam - 40%;
- C. Oral Interview - 30%.

The promotional appointment to the position of Battalion Chief shall be made on the basis of:

- A. A written exam – 30%
- B. An assessment center - 40%
- C. Oral Interview - 30%

For each position, a passing score of 70%, excluding educational points, is needed on each portion of the process. Educational points shall be added to the final score.

If more than one written exam or more than one practical exam is used for a promotional process, the scores will be averaged to produce one written exam score and/or one practical exam score. Practical exams and assessment centers may be videotaped.

If any test is determined to have given a candidate an unfair advantage or disadvantage as a result of a successful challenge or as determined by Human Resources, that test score will be eliminated from consideration for all candidates. If only one test was administered, a new test date will be posted and a replacement test administered. In such instances, all candidates must participate in

the second test or shall be considered to have withdrawn from promotional consideration.

Within three days of the completion of the testing process all candidates shall have the opportunity, upon request to review all aspects of the testing process with the Chief of Training and the Fire Marshal. Candidates shall have the opportunity to challenge the process based on clarity of the questions, possibility of multiple answers, relevance of the question to the organization, accuracy of the scoring method, or other criteria agreed upon by the Chief of Training, Fire Marshal and a representative from the Union. Any challenges of the testing process must be made at the time of the test review.

In the event that a question is challenged, the candidate shall present proof that the challenge shall be upheld. In the event that a challenge is upheld all candidates shall have that question scored as correct.

The ranking of all successful candidates of promotional examinations shall be by the last four digits of the employee's social security number and shall be posted and certified by the City's Director of Human Resources within 14 calendar days subsequent to Human Resources receiving the final scores from the final phase of testing. No failing scores shall be posted.

In the event that there are fewer than three (3) successful candidates completing the testing process, another promotional examination shall be held no later than 120 days of the posting of the certified list or when at least ten (10) candidates are eligible for promotion. A successful candidate on the first examination shall have the option to participate in the promotional exam process again and use the higher set of complete scores from either exam.

All promotions shall be made from the promotional list then in effect, if practicable, utilizing the rule of threes, i.e. selection may be made from the top three, on the promotional list.

Educational points shall be determined as follows:

ACLS instructor	.5 point
PALS instructor	.5 point
PHTLS instructor	.5 point
BLS instructor	.5 point

Division of State Fire Marshall, Bureau of Fire Standards and Training;

Any 40 hour class that is recognized by Division of State Fire Marshall, Bureau of Fire Standards and Training toward a certificate program shall be worth .5 points, with a maximum of six points allowed for all of the above criteria.

College/University (points will only be given for the highest degree attained):

A.S. degree in either Fire or EMS	2 points
B.A./B.S. degree acceptable for supplemental compensation	4 points
Master's degree from accredited institution	6 points

Points will not be received for the degree used to qualify for the position a member tested for.

In the event that a member has a higher degree than required, then that member shall get credit for the difference between the degree required to qualify and the higher degree used to qualify.

In no event shall an employee have more than ten (10) educational points added to his/her total score.

Members who have completed their initial probationary period and have served a minimum of 2 years in another Broward Fire Dept as a firefighter/paramedic, which responds to medical calls and transports patients, may utilize that time in the other agency to remove one year of required Departmental service from the qualification period for promotions to Lead Medic. At no time may a member be able to reduce required Departmental service by more than one year.

ARTICLE 26 SICK LEAVE

The parties agree to the following Administrative Policies with respect to sick leave:

Administrative Policy 06.04.03.01, Employee Sick Leave;
Administrative Policy 06.04.03.02, Attendance Incentive Option; (See policy below) and
Administrative Policy 06.04.03.03, Sick Leave Pay Out at Separation.

Employees using sick time in the same pay period that they have overtime shall be paid at straight time for the overtime up to same number of hours as the sick time. In addition, sick time hours that equal the overtime hours in a pay period shall not be charged as sick time. This provision will not apply to City mandated overtime.

The City may require shift member employees to bring in a doctor's note explaining sick leave when the sick leave is two consecutive shifts (exclusive of shift exchanges), before or after a kelly day or vacation day(s), on a holiday or the shift before or after a holiday, or when the number of sick leave shifts exceed three (3) in a six month period or six (6) in a calendar year.

Administrative Policy 06.04.03.02, Attendance Incentive Option

PURPOSE

The Attendance Incentive Option is intended to reward regular full-time employees with exemplary attendance by allowing them annually the option of either converting a portion of their unused sick leave to annual leave or receiving a lump sum payment for those eligible hours, but not a combination thereof.

DEFINITIONS

1. Regular Full-Time Employee: An individual occupying a budgeted position and scheduled to work a minimum of forty (40) hours per work week.
2. Payroll Year: Period of time which includes all pay dates that occur during that year as reported to the IRS for income purposes.
3. Calendar Year: Period of time from January 1 to December 31 of the same year.

POLICY

Shift Employees:

1. A) For all employees whose sick leave accrual balance is **less than 576 hours**) at the end of the payroll year:

Unused hours earned and accumulated during the payroll year beyond the base of 80 hours may be converted to either:

- Annual leave up to a maximum of 40 hours.
- Lump sum payment up to a maximum of 40 hours.
- If an employee chooses not to convert any sick leave, he or she may retain the unused accrual in his or her sick leave account, subject to the 576 hours cap.

For employees whose sick leave accrual balance is **greater than 576 hours** at the end of the payroll year:

Unused hours earned and accumulated during the payroll year beyond the base of 60 hours may be converted to either:

- Annual leave up to a maximum of 60 hours for Fire 7K employees
- Lump sum payment up to a maximum of 60 hours

2. Payment must be in one (1) hour increments.
3. Employees may donate up to 16 hours of sick time per payroll year without jeopardizing their Attendance Incentive Option.
4. After the selection of an attendance incentive option, sick leave accruals over the 576 hours will be reduced appropriately.

Non-Shift Employees:

1. A) For all employees whose sick leave accrual balance is **less than 480 hours** at the end of the payroll year:

Unused hours earned and accumulated during the payroll year beyond the base of sixty-four (64) hours may be converted to either:

- Annual leave up to a maximum of thirty-two (32) hours.
- Lump sum payment up to a maximum of thirty-two (32) hours.
- If an employee chooses not to convert any sick leave, he or she may retain the unused accrual in his or her sick leave account, subject to the 480 hours cap.

For employees whose sick leave accrual balance is **greater than 480 hours** at the end of the payroll year:

Unused hours earned and accumulated during the payroll year beyond the base of forty-eight (48) hours may be converted to either:

- Annual leave up to a maximum of 48 hours
 - Lump sum payment up to a maximum of 48 hours
2. Payment must be in one (1) hour increments.
 3. Employees may donate up to 16 hours of sick time per payroll year without jeopardizing their Attendance Incentive Option.
 4. After the selection of an attendance incentive option, sick leave accruals over the respective 480 will be reduced appropriately.

ELIGIBILITY

1. Regular full-time employees who are employed as of January 1 will be eligible to receive the Attendance Incentive Option which is based on sick leave hours accrued during the previous payroll year and any sick leave hours used during the previous payroll year provided the employee meets the following criteria:
 - a. **Under 480 hours (576 for Shift Employees):** The employee must have accumulated but not used a base of 64 hours (80 hours for Shift employees) or more of sick leave during the previous payroll year to be eligible.
 - b. **Over 480 hours (576 for Shift Employees):** The employee must have accumulated but not used a base of 48 hours (60 hours for Shift employees) or more of sick leave during the previous payroll year to be eligible.
2. Rule of '73 employees are not eligible for the Attendance Incentive Option.

PROCEDURE

1. City staff will review the attendance records of all eligible employees for each payroll year in order to prepare a list of those eligible.
2. Employees who elect the lump sum payment option will receive a check in January covering the Attendance Incentive Option earned in the preceding payroll year and payment will be made at the hourly rate in effect on the last pay date of each payroll year. Employees who elect to convert to annual leave will have the hours credited to their annual leave balance, not to exceed the maximum accrual amount.
3. Each employee must respond by the specified deadline to the Human Resources memorandum indicating the option chosen. If no option is selected, the accruals will remain in the sick leave account, subject to prescribed limits.

**ARTICLE 27
TEMPORARY UPGRADES**

In the event that an employee is temporarily assigned to a position higher than the employee's regular position, they shall be paid an additional percentage (5% for Driver Engineer, 8.5% for Lead Paramedic, 10% for Fire Lieutenant and 10% for Battalion Chief) of his/her wage rate for the duration they are working out of class. This additional compensation shall be paid to the employee in the paycheck covering the period in which the employee served in the higher position. In the event that a Driver Engineer steps into a Lead Medic position, the employee shall receive a 3.5% increase in pay for the time they work out of class. In the event a Lieutenant steps into a Lead Medic/Driver Engineer position, the member shall receive no reduction in pay. In the event a Lead Medic steps into a Driver Engineer position, the member shall receive no reduction in pay.

In the event that there are 2 people holding the same job title on the same apparatus, the person scheduled to be in charge of the apparatus shall be in charge. At no time shall a member be selected for an overtime slot for a position they are not currently holding until the overtime list for members holding that position has been exhausted.

If using the promotional list for temporary upgrades, the temporary upgrades shall be on a rotating basis, beginning with the highest scoring person on the list and working down the list.

In order to ensure that members on the list are assigned to each shift, the City may make shift transfers for members on the list without the 30-day notice required in Article 45.

For an employee to work out of class the member must meet the promotional criteria for that position. The City will rotate employees working out of class through those eligible, starting with the most senior.

The City has the right to use temporary upgrades in lieu of overtime to maintain minimum staffing levels.

**ARTICLE 28
TRAINING**

To be eligible for reimbursement, the employee must obtain a grade of "C" or better for each course. In courses that offer only a pass/fail option, the employee must receive a passing grade. In courses that offer no grades, the employee must present a certificate of completion in order to receive reimbursement.

If the employee separates from the City within one year of their last course, he will be required to reimburse the City for all tuition paid by the City for that course. The City may deduct any funds owed it under this provision from the final paycheck of that employee. All courses offered by any fire academy or college recognized by the State of Florida Fire

Marshal's office shall be subject to this reimbursement policy. Time spent in reimbursable courses is not compensable, unless mandated by the Fire Chief. Time spent in required re-certification training shall be compensated at straight time.

All training requests will be submitted to the Training Chief. Such requests will be subject to the approval of the Training Chief or Fire Chief. Once approved, registration fees, lab fees, and books will be fully reimbursed upon satisfactory completion (C or better, passing, or a recognized certificate) of the course.

All members will be notified of available training and the number of slots available. The Training Division will select members to attend out of those who notify the Training Division that they are interested in participating.

ARTICLE 29 GRIEVANCE PROCEDURE

A grievance is defined as a dispute over the interpretation or application of the terms contained in this agreement.

The City is not required to process a grievance unless:

- A. It is presented in writing;
- B. It is dated and the grievant or grievants are named;
- C. It states whether the grievant is proceeding with or without the assistance of the Union; Initial probationary employees shall have the right to grieve with respect to rights granted to them in this Agreement, but shall in no event have the right to grieve or arbitrate any matter relating to discipline or dismissal;
- D. It makes reference to the specific provision(s) of this Agreement that the grievant claims the City has violated;
- E. It contains a reasonably complete statement of the facts of the matter, as the grievant contends them to be, and states the remedy sought; and
- F. It is presented to the proper City representative within the time limit provided at the appropriate step of the grievance procedure.

Where a grievance involves an issue of general application or affects two or more employees, the grieving party may designate it as a class action grievance. Resolution of the grievance shall be effective for all class members under the same terms and conditions as if the class member himself filed the grievance on the date submitted in their own name. Grievances shall be processed in the following manner:

Step 1:

The written grievance, prepared in compliance with this Article, shall be presented to the employee's immediate supervisor within ten (10) business days of when the employee first learned of the incident that he is grieving. The immediate supervisor shall issue their decision to the grievant within ten (10) business days, in writing.

Step 2:

If the grievant is not satisfied with the response of their immediate supervisor, or in the event that the immediate supervisor does not have the authority to resolve the grievance, he/she may file a written grievance, prepared in compliance with this Article, to the Fire Chief or his/her designee. This written grievance must be submitted within ten (10) business days of the grievant's receipt of the City's step one response or ten business days of when the employee first learned of the incident that he is grieving. The grievant, a Union representative, and the Fire Chief shall meet to discuss the grievance within ten (10) business days of its submission to the Chief. The Fire Chief shall issue his/her written decision to the grievant and the Union within ten (10) business days after that meeting.

Step 3:

If the grievant is not satisfied with the response of the Fire Chief, he/she may file a written grievance, prepared in compliance with this Article, to the City Manager. The grievance must be forwarded within ten (10) business days of the grievant's receipt of the Fire Chief's response. If requested by the City Manager, the grievant, a Union representative, the Fire Chief, the Director of Human Resources and the City Manager shall meet to discuss the grievance within ten (10) business days of its submission to the City Manager. The City Manager shall issue his/her written decision to the grievant and the Union within ten (10) business days after that meeting or ten (10) business days after receipt of the grievance if no meeting is held.

The parties may mutually agree to extend any of the deadlines set forth in this article. In the event that a grievant does not comply with the time frames established by this article, and the parties have not mutually agreed to extend the deadlines herein, the grievance shall be waived and may not proceed any farther. In the event that the City fails to respond to a grievance, it shall be deemed denied, and the grievant may process the grievance to the next step of the process.

Should this process fail to resolve the grievance to the satisfaction of the parties, the grievance may proceed to arbitration as set forth in this Agreement.

In the event that a grievant is challenging a suspension, demotion or termination of a bargaining unit member or members, the grievance shall be initiated directly at step three of the grievance process.

Initial probationary employees shall have the right to grieve with respect to rights granted to them in this Agreement, but shall in no event have the right to grieve or arbitrate any matter relating to discipline or dismissal. Position probationary employees shall have the right to grieve with respect to rights granted to them in this Agreement, but shall in no event have the right to grieve or arbitrate any matter relating to demotion during their position probation period.

The Union is not required to process a grievance or to proceed to arbitration on behalf of any individual who is not a union member. In the event that an employee declines the right to union representation during the processing of a grievance, the Union representative will not intervene in the grievance process, but shall be present as an observer to ensure that

the grievance is not resolved in a manner contrary to the terms of this Agreement.

A grievance may be settled on any basis that is agreeable to the parties involved and a settlement shall not be deemed to set a precedent, nor shall the fact or terms of a settlement be admissible in any future arbitration case, without the written consent of the City.

The Union representative shall be allowed to attend all meetings specified in this article while on duty with pay.

<p style="text-align: center;">ARTICLE 30 ARBITRATION</p>

Any unresolved grievance that has been processed through the grievance procedure, as set forth in this Agreement, may be submitted to binding arbitration in accordance with the provisions of this Article.

Within 20 business days of the City Manager's Step 3 decision, the grievant may file a demand for arbitration by concurrently a.) giving written notice of the intent to arbitrate to the City's Director of Human Resources and b.) filing a request with the Federal Mediation and Conciliation Service ("FMCS") for a list of seven (7) arbitrators. The grievant bears the responsibility of paying any applicable filing fees. In the event that the grievant is challenging a termination, the parties shall comply with the FMCS rules for an expedited arbitration. The grievant bears the responsibility of informing the FMCS of this fact.

Within 20 business days of receipt of the panel from the FMCS, unless extended by mutual consent, the parties or their representatives shall, in a meeting or by telephone, alternately strike one name at a time from the list until only one name remains, and that arbitrator shall be selected to hear the case. For the first grievance to proceed to arbitration under this Agreement, if any, the grievant shall strike first. For each subsequent arbitration, the striking parties shall alternate – the City shall strike first for the second arbitration demand, the grievant for the third, and so forth. The party seeking arbitration shall inform the FMCS of the identity of the arbitrator. Each side has the right to reject one full list within 20 business days after receipt of the list.

The arbitration shall thereafter proceed in accordance with the reasonable instructions and orders of the arbitrator, subject to the following limitations:

- A. No arbitrator shall have before him/her at any time more than one case involving this Agreement without voluntary consent of both parties.
- B. The arbitrator shall use his/her best reasonable efforts to accommodate the parties' requests concerning hearing dates, times and places, due to operational considerations.
- C. The arbitrator shall not admit evidence concerning any grievance settlement(s) or settlement efforts without the consent of the City.
- D. The arbitrator shall not add to, subtract from, or modify any term or provision of this Agreement in any way.

- E. The arbitrator, by accepting appointment, agrees to render a decision within thirty (30) calendar days after the close of the hearing, subject to his/her authority to grant more time for the filing of briefs.
- F. The decision of the arbitrator shall be final and binding upon the parties.

An arbitrator shall not be bound by a prior arbitrator's decision or award, although he/she may give it such weight, as he/she deems proper.

The arbitration shall be conducted as expeditiously as possible and held within the City, unless the parties agree jointly to a different location. Each party has the right to representation through counsel, to subpoena witnesses and documents, to examine and cross-examine witnesses, and to present oral arguments to the arbitrator.

The arbitrator in their decision shall clearly state the identity of the prevailing party, or if none, that his/hers is a split decision. In the event one party prevails, the loser shall be liable for all of the arbitrator's fees and costs. In the event of a split decision, the parties shall bear the cost equally. Each party shall be responsible for its own attorneys' fees, regardless of the decision.

In the event that cancellation fees are charged by the arbitrator, they are the responsibility of the party requiring cancellation or continuance, unless agreed upon by the parties or due to settlement of the grievance, in which case the costs are evenly split between the parties.

In the event that the parties dispute the arbitrability of a grievance, the issue of whether a grievance is arbitrable shall be determined by an arbitrator selected by the above procedure prior to consideration of the merits of either party's case. Unless otherwise agreed by the parties, this hearing shall be held separate from and in advance of a hearing on the merits. The hearing on arbitrability may be conducted by telephone, and the evidence presented to the arbitrator shall consist only of documentary evidence, including the contract, the grievance, and affidavits submitted by the parties. Each side shall also be entitled to present arguments in its favor. The arbitrator shall rule at the close of the hearing on the issue of arbitrability.

The parties intend for the decision of the arbitrator to be final and binding. In the event that a party to arbitration files litigation to vacate or compel an arbitration award, the court is empowered to award attorneys' fees and costs, in its discretion, should it find that the motion was pursued in bad faith, for the purposes of delay, or lacked substantial merit.

**ARTICLE 31
COURT APPEARANCE**

Upon receipt of a subpoena, or a Notice to Appear in Court, or notice that the employee's deposition is to be taken on matters relating to their official performance as a member of the fire department, the employee shall immediately notify the Fire Chief, via chain of command, prior to appearing.

For off-duty court appearances when subpoenaed as a Coral Springs employee on matters relating to the official performance of the employee's duties as a Coral Springs employee, a minimum of three (3) hours pay at the established rate of one and one-half (1 1/2) times their hourly rate shall apply. Court time shall begin one (1) hour prior to subpoena time and shall end when dismissed by the court for the day. Any expenses incurred by the employee will be reimbursed in accordance with the Administrative Policy 09.01.01, Travel and Subsistence.

For off-duty court appearances when subpoenaed as a member of the Fire department on matters relating to the official performance of the employee's duties as a member of the Fire department, for court appearances outside Broward County, as a result of change of venue or other matter beyond the employee's control, it shall first be necessary to obtain the authorization of the Fire Chief.

**ARTICLE 32
INDEMNIFICATION**

Consistent with the Code of Ordinances of the City of Coral Springs Section 2-7, the City will indemnify (exonerate) and hold harmless an employee from any disputes, proceedings or litigation arising from the performance of an employee's official duties on behalf of the City.

**ARTICLE 33
DISCIPLINE AND DISCHARGE**

The City shall adhere to a policy of progressive discipline as outlined below. Disciplinary action, including discharge, may be taken only for just cause.

1. Management reserves the right and prerogative to make disciplinary decisions based on repeated occurrences of varying incidents, past performance, or severity of the incident.
2. Progressive disciplinary actions are encouraged when circumstances support such use.
3. A number of factors should be considered in determining the appropriate level of discipline to be taken at each successive step. Such factors may include time intervals between offenses, effectiveness of prior disciplinary actions, insubordination, employee

willingness to improve, overall work performance and teamwork.

4. Certain extreme misconduct is so contrary to the public interest that dismissal may be the only appropriate disciplinary measure.
5. The level of misconduct may differ in individual cases from apparently similar incidents. **The City retains the right to treat each occurrence on an individual basis without creating a precedent for situations which may arise in the future.** This case-by-case method is designed to take individual circumstances and/or mitigating factors into account. These provisions are not to be construed as a limitation upon the retained rights of the City, but are to be used as a guide.
6. The failure of immediate supervisors to document and/or take disciplinary actions for misconduct, or the failure to forward the completed disciplinary documents to Human Resources, shall serve as grounds for disciplinary action.
7. Verbal warnings or verbal reprimands shall not be considered as disciplinary action. The City may not alter an employee's shift, station, Kelly Day, scheduled leave day, or otherwise change a term or condition of employment to discipline an employee.
8. After a period of one year for a record of discussion, two years for a written reprimand, and five years for a suspension without pay, discipline will not be considered for purposes of future disciplinary actions or promotions.
9. Disciplinary action against a bargaining unit member may be taken only by a paid, full time employee of the Department in the employee's chain of command.

EXAMPLES OF MISCONDUCT:

The following types of infractions, offenses, or misconduct shall represent employee noncompliance with rules, regulations, policies, practices or procedures of the City or the Department, or employee wrongs or offenses which violate permissible behaviors or are specifically prohibited by law. The listed reasons are for informational purposes only and are not meant to be exhaustive. Each disciplinary action shall be considered on a case-by-case basis. The following are examples of violations which shall result in discipline and the progressive discipline actions which may accompany the violations:

MISCONDUCT

1. Conduct unbecoming of a City employee, as specified in the Definitions section.
2. Violation or disregard of City's Safety policy and procedures including:
 - a. careless use of vehicle or equipment;
 - b. failure to use all safety restraints when riding in or operating a City vehicle;
 - c. failure to wear and/or use prescribed uniforms or equipment.

3. Abuse of Human Resources policies including, but not limited to:
 - a. abuse of sick leave privileges, sick leave policy or excessive absenteeism;
 - b. failure to notify Department and/or Human Resources of current address and telephone number within four (4) shift days of change;
 - c. failure to report any outside employment;
 - d. Violation of Political Activity Policy.

4. Abuse of departmental procedures and work rules including:
 - a. failure to provide name and official title to any person requesting same when performing work related duties;
 - b. habitually late for work without valid reason;
 - c. smoking in prohibited areas;
 - d. unauthorized solicitation, posting of material on City bulletin boards, or non-productive behavior.

5. Documented failure of a supervisor to perform duties required of supervisory employees including recommending and/or taking disciplinary actions when necessary.

NOTE: This chart outlines the usual progression for repeated occurrences of misconduct. If serious misconduct or extreme misconduct has occurred previously, there will be faster progressive action.

OFFENSE TYPE	1ST OCCURRENCE	2ND OCCURRENCE	3RD OCCURRENCE
MISCONDUCT	COUNSELING	WRITTEN REPRIMAND	SUSPENSION WITHOUT PAY OR DISMISSAL

SERIOUS MISCONDUCT

1. Violation or disregard of City's Safety policy and procedures including:
 - a. continued misuse of equipment or continued negligence resulting in injury to self, others, or damage to City equipment or property (members will be required to reimburse the City up to \$500 for the damage or loss of City property where the member failed to follow established City policies and procedures);
 - b. engaging in any horseplay or misconduct which may inflict bodily harm on anyone;
 - c. unauthorized use or unsafe operation of City property, equipment or vehicle.

2. Abuse of Human Resources policies including:
 - a. threatening a co-worker or supervisor;
 - b. use of abusive language to or about an employee, co-worker, supervisor, or the public;
 - c. insubordination, meaning the failure to recognize or accept the authority of a supervisor.

3. Abuse of departmental procedures and work rules including:
 - a. Inappropriately sleeping on the job;
 - b. absent without calling in to department within one hour of shift start time(if not documented with a appropriate excuse, this will result in a 24 hour suspension without pay for Shift members on the first occurrence, 3 shift suspension on the second occurrence and dismissal on the third occurrence);
 - c. disrupting or hindering departmental operations;
 - d. failure to work required overtime assignments, shift exchanges, special hours, special shifts or unavailability during stand-by status;

The following chart outlines the progressive discipline for three occurrences of serious misconduct. If misconduct or extreme misconduct has occurred previously, there will be faster progressive action.

OFFENSE TYPE	1ST OCCURRENCE	2ND OCCURRENCE	3RD OCCURRENCE
SERIOUS MISCONDUCT	WRITTEN REPRIMAND OR SUSPENSION WITHOUT PAY	SUSPENSION WITHOUT PAY OR DISMISSAL	DISMISSAL

EXTREME MISCONDUCT

1. Violation or disregard of City's Safety policy and procedures including:
 - a. failure to report a known on-the-job injury or accident within 24 hours to immediate supervisor;
 - b. supervisor's failure to report a known employee's on the job injury to Risk Management within 24 hours and/or completion of necessary documentation;
 - c. fighting on the job or horseplay or misconduct potentially hazardous to life;
 - d. operating a City vehicle or equipment without a proper and valid driver's license;
 - e. failure to report the revocation or suspension of a driver's license when employment involves driving.
2. Abuse of Human Resources policies including, but not limited to:
 - a. except as provided by Florida Law, possession of a firearm or concealed weapon on City property or while performing official City duties, without written permission from Department Director;
 - b. gambling during work hours;
 - c. suspension or revocation of any required job-related licenses or certifications.
3. Abuse of departmental procedures and work rules including:
 - a. unauthorized personal use of City equipment or funds;
 - b. conducting personal and/or private business on City time (with the exception of diminimus activities); improper use of City time for such activity;

- c. falsifying attendance records.
4. Illegal, unethical or improper acts including:
- a. theft or removal of City property without proper authorization;
 - b. falsifying employment application or concealing information during pre-employment screening or processing;
 - c. soliciting or accepting an unauthorized fee or gift or failure to comply with City Administrative Policy on Gifts, with the exception of gifts made to an established benevolent fund;
 - d. giving false information, or failure or refusal to fully cooperate or provide full, truthful information in City initiated investigations;
 - e. unauthorized possession, use or sale of illegal drugs, alcohol or prescription medication which alters the employee's performance on the job; or any confirmed positive drug test;
 - f. possession or use of alcohol while on duty; or reporting to work under the influence of alcohol;
 - g. refusal to participate, if offered, in a drug/alcohol rehabilitation program, and to sign and abide by a return to work agreement when the City receives positive confirmed results on any City ordered drug test such as workers' compensation, accident or reasonable suspicion drug or alcohol testing;
 - h. refusal to submit to a City ordered drug or alcohol testing;
 - i. violating the City's Sexual Harassment policy;
 - j. conviction of a felony (including non-work related).

The following chart outlines the progressive discipline for two incidents of extreme misconduct. If misconduct or serious misconduct has occurred previously, there will be faster progressive action.

OFFENSE TYPE	1ST OCCURRENCE	2ND OCCURRENCE	3RD OCCURRENCE
EXTREME OR UNLAWFUL MISCONDUCT	SUSPENSION WITHOUT PAY OR DISMISSAL	DISMISSAL	

PROCEDURE

1. Administrative Review: Investigations of non-criminal violations conducted in the absence of immediate or conclusive evidence. These investigations shall be conducted by the Department Director and Human Resources, who shall obtain all sufficient information, including documentation and/or sworn statements, in order to determine the necessity or level of disciplinary action. Human Resources shall assume responsibility for acquiring any necessary sworn statements. Administrative investigations shall be conducted expeditiously.

2. Criminal Investigations: Investigations conducted when criminal violations are reportedly committed by any employee of the City. These investigations shall be conducted by the Police Department, in collaboration with the Department Director of the involved employee.
3. In instances where an investigation of serious, unlawful or other extreme misconduct is necessary, administrative and/or criminal investigations shall be conducted.
4. The immediate supervisor may initiate a three day or less suspension with pay to afford a supervisor the opportunity to investigate an alleged incident or misconduct in the absence of the employee. Suspensions of more than three days require the approval of the Human Resources Director. This practice may also be used in the event that alleged misconduct is severe but unproven. The immediate supervisor shall immediately notify the Department Director and Human Resources after the suspension is issued, so that the matter can be investigated at once.
5. A recommendation for disciplinary action may result from the findings of an investigation. If disciplinary measures are not recommended after the investigation, the suspension with pay period shall not be construed as disciplinary in nature. A document confirming a favorable determination as to the matter should be made a part of the employee's record.

TYPES OF ACTION:

1. Counseling - Consists of the immediate supervisor warning the employee to correct or improve performance, work habits, or behavior, and counseling the employee on improvements expected. Counseling serves as a warning against further repetition of employee behavior. Future violations will result in further discipline up to and including termination.

A Record of Discussion form should be completed by the immediate supervisor after consulting with the appropriate Assistant Chief. The employee shall be required to sign the form signifying that he/she has read and discussed the contents with the supervisor.

The Record of Discussion form shall be forwarded to Human Resources for retention in the employee's records, with a copy provided to the employee. The supervisor may request that the employee complete a written action plan to correct the behavior. Employees may submit comments on a separate sheet for inclusion in the record.

2. Written Reprimand – After review by the Deputy Chief, an immediate supervisor may issuing a written notice of reprimand to improve performance, work habits, or behavior. A written reprimand may include a complete description of the incident(s) of misconduct, inappropriate behavior, work habits, or performance which require improvement; previous records of discussion; a time frame within which the employee must correct or improve his/her behavior; and a warning that future violations will result in further disciplinary actions up to and including termination.

Written reprimands shall be signed by the employee to acknowledge receipt and forwarded to Human Resources for retention in the employee's records, with a copy provided to the employee. Employees may submit comments on a separate sheet for inclusion in the record.

The employee may be required to complete a written plan for correction of the behavior. When the written reprimand contains a time frame for employee improvement, a follow-up discussion at the end of the designated time period should be conducted. This follow-up discussion will provide a specific opportunity to review the employee's improvement relative to the discipline. Written reprimands should be reflected on the employee's performance evaluation along with any noted improvements.

3. Suspension Without Pay - Consists of an employee being prohibited from returning to work until the specified period of suspension has passed. If the suspension without pay is greater than one day, it shall be issued on a consecutive working day basis.

Suspensions without pay shall be used when an employee is removed from the job due to extreme misconduct or unlawful behavior, or when instances of progressive discipline support a suspension without pay for a specified period of time. Any time an employee is suspended for discipline, the suspension shall be without pay.

With the written authorization of the Department Director and Human Resources, immediate supervisors have the authority to issue a suspension without pay for one shift day. Suspensions without pay beyond one shift day require prior concurrence by Human Resources, review by the City Attorney's Office and authorization by the City Manager's Office.

Employees being suspended without pay shall be notified in writing by the immediate supervisor. The written notification shall consist of the reason for the action and the duration of the suspension without pay. It shall also include a statement that future violations will result in further disciplinary actions up to and including termination. Employees may submit comments on a separate sheet for inclusion in the record. Written notification of a suspension shall be signed by the suspended employee acknowledging receipt of the written notification, and forwarded to Human Resources for inclusion in the employee's records, with a copy provided to the employee, the Department Director, and one to Financial Management for payroll purposes.

4. Demotions - In the context of this policy, demotion consists of an employee being involuntarily removed from higher level classification to a lower level classification, with a resulting decrease in annual salary. Although not limited to such instances, demotions may occur in some cases because of an inability to fulfill the duties of the higher level job in a satisfactory manner; or a failure to comply with employment conditions, such as licensure or certification. In addition, during position probation an employee shall be subject to demotion without the City being required to state a reason. The employee shall not have access to any appeal process with regard to the demotion. A demotion will involve a decrease in salary of not less than 5%, commensurate with the decrease in

responsibilities. The employee's next evaluation and raise will be prorated from the date of demotion.

Immediate supervisors should discuss the potential demotion of an employee with their chain of command and the Human Resources Department prior to a written recommendation for demotion. The Department Director shall then submit the written recommendation to the City Manager through Human Resources. Demotions require concurrence from Human Resources, review by the City Attorney's Office and authorization from the City Manager prior to being effected.

Written notification of demotions shall be provided to the employee by the Department Director. Such notices shall include the final decision, the reason(s) for the decision, the employee's new classification title, the new pay range and pay rate, and the effective date of the demotion. Written notifications shall also include that future violations will result in further disciplinary actions up to and including termination of employment.

All documentation of a demotion shall be retained in the employee's file in Human Resources. Employees may submit comments on a separate sheet for inclusion in their Human Resources personnel file. A copy of the written notification of demotion shall be forwarded to Financial Management for payroll purposes.

5. Dismissal - Dismissal is a result of an employee's involuntary termination which severs the employment relationship. At such time all employee benefits cease, except as otherwise provided by law.

Immediate supervisors shall supply thorough documentation and discuss recommendations for an employee's dismissal with their chain of command and Human Resources. Upon receiving a written recommendation from the supervisor, the Department Director shall submit the documentation to Human Resources. Dismissals shall be effected only with the concurrence of Human Resources, review by the City Attorney's Office and authorization by the City Manager.

A written notice of recommended termination shall be given to the employee in person. However, after two unsuccessful attempts to deliver the notification, then the notice shall be sent via U.S. mail to the most recent address on record in the personnel file. The recommendation shall include the following information:

- a. The underlying reasons for the recommended termination.
- b. Documentation upon which the Department Director relied in formulating said recommendation.
- c. An explanation of his/her rights to request an Informal Hearing prior to termination taking effect and the fact that the decision of the City Manager shall be final.

The dismissal recommendation and the City Manager's final decision shall be placed in the employee's Human Resources file, and a copy shall be forwarded to the employee and his/her Department Director. Employees may submit comments on a separate sheet of

paper for inclusion in their Human Resources personnel file.

At the time of dismissal, employees are required to surrender to their Department Director or designee, all City property which may be in their possession or custody and all other conditions for termination must be complied with prior to issuance of final check.

INEFFICIENCY OR INCOMPETENCE

Employees who receive an **OVERALL** "Below Expectations" evaluation (rating of 1) shall be given a follow-up evaluation within 60 days of the initial "Below Expectations" evaluation.

More than one overall rating of "Below Expectations" may subject the employee to demotion or disciplinary action up to and including termination. It is the responsibility of every employee to perform at a minimum level of "Meets Expectations", as outlined in the Incentive Pay System Policy 06.06.02.

ARTICLE 34 DRUG-FREE WORKPLACE

Except as set forth below, Administrative Policy 06.01.01, Drug Free Workplace will be utilized to implement the City's Drug Free Workplace Program with respect to this contract. The City acknowledges that union representation will be allowed, during appropriate phases of the drug testing process. Under no circumstances will union representation be permitted during the collection phase of the drug testing process.

Members with a positive confirmed test result for illegal drugs will be subject to discipline up to and including termination. If a member has been suspended for a positive (failed) test result, and has suffered any loss including pay, time accrual or pension benefits, and the member's explanation is later deemed satisfactory by the City or through an arbitration process, then upon return to normal employment status, that member will be made whole in regard to those items.

Members with a positive confirmed test result for illicit drugs will be subject to suspension without pay for up to 15 days, will be required to pass a drug test prior to returning to work, will be subject to 2 years of follow up testing and will be required to abide by a treatment plan prescribed by the City's Employee Assistance Plan Provider. Failure to abide by the prescribed treatment plan will be grounds for discipline up to and including termination.

ARTICLE 35 HEALTH AND SAFETY COMMITTEE

Unit members will participate in the City's Safety Committee. Each shift will elect one representative and one alternate to participate in Safety Committee meetings and functions as appropriate.

ARTICLE 36
INTEGRITY OF THE FIRE-RESCUE DEPARTMENT

The parties agree that in order to maximize the efficiency of its manpower and the provision of services to the City's citizens, all persons hired to fill a bargaining unit position shall be State Certified Firefighters, and Paramedics or Emergency Medical Technicians at the time of their hiring.

In the event of the subcontracting or voluntary transfer of the Fire Department, or of any of its functions, to any other governmental or private entity, the City shall provide in writing, with at least three (3) months advance notice, its decision, the rationale for its decision, and the savings the City expects to enjoy as a result of subcontracting. If the City will be accepting Requests for Proposals (RFP's) for fire-rescue services, the Union will be given six (6) months notice prior to the scheduled opening of an RFP and will be given the opportunity to reply to the RFP.

The City agrees that it will require as a condition of subcontracting or merging that the subcontractor or governmental entity shall hire all employees they require from bargaining unit members for a period of not less than one year. These employees will receive the same salary and equivalent benefits as provided in this agreement. Should the subcontractor or governmental entity not agree to follow this provision, the City shall not engage that subcontractor or governmental entity.

Both parties acknowledge that the subcontractor or governmental entity may dismiss an employee for cause during this one-year period.

ARTICLE 37
INVESTIGATIONS OF BARGAINING UNIT MEMBERS

Whenever the City conducts an investigation of a bargaining unit member, it shall be in accordance with the provisions of Section 112.80, et seq., Florida Statutes - commonly referred to as the Firefighters' Bill of Rights.

ARTICLE 38
LABOR-MANAGEMENT COMMITTEE

The City and the Union agree to establish a labor-management committee, to be comprised of four (4) members. Two (2) members representing management will be the Fire Chief and a second City designee. Two (2) representatives of the Union will be chosen by the Union. This Committee shall meet quarterly, or upon written request of either party. The goal of the Committee is to discuss implementation of this agreement, to consider new or modified methods of performing fire and rescue duties, to address rules and regulations, and to deliberate upon how to provide the best level of service to the citizens of Coral Springs in an efficient and effective manner. The committee's meetings are for discussion purposes only,

and will not in themselves constitute collective bargaining.

ARTICLE 39 LAY-OFF AND RECALL
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It shall be the City's proper right and function to determine if and when any reduction in force shall take place, as well as the extent of such reductions. Lay-offs shall occur in reverse order by departmental seniority, least senior employee being laid off first. Any demotions required to balance required staffing shall be made by position seniority.

The City will to the best of its ability attempt to recall bargaining unit members to bring the Fire Department back to its original makeup. Recall shall be in reverse order of lay-offs.

If the employee is unable to return to work when recalled because of a physical or mental disability but subsequently recovers prior to 18 months following the day of layoff, at that time the employee shall be entitled to replace the employee with the least seniority if less than his/her own, when working. If such employee is not recalled within 18 months following the day of layoff, the employment relationship shall be terminated.

The laid off employee, in order to maintain the right of recall, must:

- A. Not give notice to retire or resign during the period of layoff.
- B. Maintain all required certifications.

Time in layoff status shall not count for the purpose of earning any benefit, unless the specific benefit plan expressly provides otherwise, and an employee on layoff status shall not enjoy economic benefits other than those earned while in active employment.

Employees retain recall rights for up to eighteen months after the date on which they are laid off. Employees have the duty, during lay off, to keep the City informed of the address and phone number at which they may be contacted in the event of a recall. In recalling employees, the City shall contact an employee by certified mail to inform them of the recall. The employee shall have ten days from the receipt of the letter informing them of their recall rights. If the employee does not inform the City of their desire to return to the department within that time frame, by phone or letter, the City may then move to the next person on the recall list.

Under no circumstances shall the City hire any new employee in any position covered by this agreement while any bargaining unit member is laid off. The City may hire a new employee only after all employees on the recall list have been contacted and offered the opportunity to return to work.

**ARTICLE 40
MINIMUM RESPONSE STAFFING**

In order to maintain the utmost level of service to the citizens of Coral Springs and to promote the safety and well-being of the community, the City agrees the following staffing levels will be maintained:

There will be two shift supervisors working every day one of which must be a person currently holding a shift supervisor position or be the Deputy Chief of Operations.

Rescue Unit's shall be staffed in the following order;

1. One Lead Paramedic and one Firefighter Paramedic; or
2. One Lead Paramedic and one Firefighter/EMT; or
3. One Lieutenant (who has served as a Lead Medic or Crew Leader) and one Firefighter Paramedic; or
4. One Driver Engineer (who has served as or who is on the Lead Medic List or has served as a Crew Leader) and one Firefighter Paramedic; or
5. One Firefighter Paramedic that meets the current qualifications for Lead Medic and one Firefighter Paramedic.

A Lieutenant or Lead Paramedic may be used in a Driver Engineer capacity as long as they are on the Driver Engineer list or have served as a Driver Engineer and must meet the qualifications for the position including having completed annual Driver Engineer training.

Aerial Units Two Aerial Driver Engineers (if available) and one Lieutenant, if two Aerial Driver Engineers are not available then the staffing shall be one Aerial Driver Engineer, one Lieutenant and one Firefighter EMT/Paramedic.

Engines One Driver Engineer, one Lieutenant and one Firefighter EMT/Paramedic.

Tanker One Driver Engineer (this staffing level is on a as needed basis).

**ARTICLE 41
OUTSIDE EMPLOYMENT**

Employees may engage in outside employment including self-employment. Employees who do engage in employment during their off-duty hours do have the obligation to provide the City with contact information so that in the event of a need to recall the employee to duty, he may be reached. Such contact information and other information regarding the employment will be provided to the City on the appropriate form as specified in Administrative Policy 06.01.06, Conflict of Employment. Upon request, the City will provide copies of forms filed by members to the Union.

Employees who engage in outside employment may do so only to the extent that their outside employment does not present a conflict of interest with their employment by the City.

In the event of a disagreement regarding a potential conflict of interest, the parties agree to submit a joint request for an opinion from the State of Florida Ethics Commission and to accept its opinion as final and binding. There shall be no retroactive application of the Commission's opinion, unless the opinion itself states otherwise.

Employees covered by this agreement shall not engage in any outside employment at all for a period of not less than nine hours prior to the start of their regularly-scheduled workday. This provision is not meant to apply to any employee performing military duty, such as for the armed forces reserves or national guard, within that time frame.

**ARTICLE 42
PHYSICAL PLANT MAINTENANCE**

The City will utilize non-unit personnel to maintain lawns and shrubbery at all Fire Stations. The City will utilize non-unit personnel for the performance of custodial duties in the Fire Department Administrative Offices.

Unit members will continue to perform: (1) housekeeping duties in and around fire stations including routine policing for trash, fallen branches, and/or other forms of debris in fire station parking lots, lawns, grounds, rock gardens and other exterior areas around the fire station; and (2) routine upkeep and preventive maintenance to Fire Department equipment and apparatus in the same manner that was in effect prior to the implementation of this language.

The City will not require unit personnel to perform major maintenance and repairs (i.e. construction, carpentry work, painting, etc.) to City buildings and properties.

**ARTICLE 43
PROBATION**

Initial Probation

The probationary period is an integral part of the employment process. It shall be used as a period of close observation of an employee's work and to secure the most effective adjustment of the new employee to their position, as well as to separate those employees whose performance does not meet the high standards required by the Department and demanded by the citizens of Coral Springs.

The probationary period for a newly-hired employee shall begin on the date that the employee begins working for the Department as a paid, full time employee. The probationary period shall continue for a period of one calendar year. In the event that a probationary employee takes an approved leave of absence, the probationary period shall

be extended beyond the anniversary date for a period of time equal to the amount of leave taken.

Upon the expiration of the probationary period the City shall either grant the employee regular status or shall separate the employee from employment with the City. This initial probationary period can be extended up to 90 days with the approval of the Fire Chief. During initial probation, a member maybe terminated for failure to successfully meet initial probation. In the event that an employee is separated on or before the expiration date of the probationary period or the extended probationary period, the employee shall not have recourse to the grievance or arbitration articles of this Agreement.

Position Probation

An employee promoted to a higher position in the department or transferred from another City department to a Fire department position shall serve a one-year position probationary period. This position probationary period can be extended up to 90 days with the approval of the Fire Chief. Upon the expiration of that period, the Chief may approve retention of the employee in that position, or may return him to their former position. During position probation, a member maybe demoted for failure to successfully meet position probation. In the event that an employee is demoted on or before the expiration date of the probationary period or the extended probationary period , the employee shall not have recourse to the grievance or arbitration articles of this Agreement. In the event the employee returns to their former position, they shall have seniority as if he had never been promoted.

During the probationary period for newly-hired employees such probationary employees may be laid-off, disciplined, or discharged at will. Probationary employees are subject to all rules and regulations as set forth in the City Policies and Operating Guidelines and this Agreement.

Employees may request a demotion to a lower level classification voluntarily, with a commensurate decrease in pay. Such demotion shall not be punitive. Written notification of a demotion shall be signed by the employee acknowledging receipt of the written notification, and forwarded to Human Resources for inclusion in the employee's records.

<p style="text-align: center;">ARTICLE 44 REQUIRED SHIFT CHANGE</p>

Should the City require an employee to change shifts, the City will provide a minimum of 48 hours off-shift before the employee is required to report to the new shift. Notice of a shift change will be provided to the employee 30 calendar days prior to the shift change taking place. Such shift change can take place sooner than 30 calendar days only with the consent of the employee. The employee's pay will not be affected by the shift change.

**ARTICLE 45
SENIORITY**

For the purposes of this Agreement there shall be the following forms of seniority:

Position seniority defined as the length of uninterrupted service in a specific position covered by this Agreement within the fire rescue department of Coral Springs

Department seniority – defined as the length of uninterrupted service, measured from the employee's initial date of employment. When employees have the same position seniority, department seniority shall be the determining factor, and where employees have identical position and department seniority, the employee whose test score is highest shall prevail for seniority purposes. For those employees not holding rank and whose date of employment are the same, seniority shall be determined by the birth month of the individual, with January 1 having the highest seniority and December 31 having the lowest.

As provided in this contract Department seniority shall be used for:

Vacation selection
Lay offs
Recalls

Position seniority shall be used for:

Station bids
Kelly day selection
Overtime distribution

Seniority is broken by the following events:

- A. voluntary resignation where employee does not return to work for the fire rescue department in a bargaining unit position for one or more years
- B. where an employee is involuntarily laid off for more than eighteen months or discharged for just cause
- C. absent without permission / unauthorized leave for four or more consecutive shifts

Seniority shall continue to accrue during all forms of authorized leave, whether paid or not.

A seniority list shall be posted at Fire Administration at all times, listing each employee's department and position seniority. All position and department seniority in place at the time this agreement takes effect will remain in place.

**ARTICLE 46
SHIFT EXCHANGE**

Employees covered by this agreement shall have the ability to engage in shift exchanges. Employees may exchange shifts with at least 72 hours advance notice to the Fire Chief or

their designee. Shift exchange requests may be denied only for cause in writing. The City understands that from time to time emergencies may arise in which 72 hours notice may be impossible. In the event that 72 hours notice of an exchange is impossible, a request for a shift exchange shall not be unreasonably denied as long as that shift exchange has no financial impact on the City.

The parties agree that shift exchanges are to have no financial impact on the City. No employee party to a shift exchange shall be entitled to overtime. When employees engage in a shift exchange, the City shall incur no obligation other than paying the employee(s) who actually worked the amount of compensation to be received by the exchanging employee had he worked that shift.

Once a member accepts a shift exchange, that member accepts all the responsibilities as a member working a regularly scheduled shift, and will be charged sick time for that shift if they call in sick. If a member fails to report for a mutual exchange, they will be subject to discipline.

Any employee on duty by virtue of a shift exchange shall be entitled to the same benefits and privileges as any on-duty personnel, and shall assume all responsibilities and duties of the position filled.

No employee may engage in a shift exchange to hold a position for which the employee is not qualified by virtue of their position, unless otherwise approved by the Fire Chief or designee.

Prior to any separation from employment with the City an employee shall certify whether and how much time is "owed" to any other employee(s) in order for the City to release any funds owed to the employee. In the event that any time is owed, the employee shall identify the employee(s) affected, and prior to their receiving any compensation, the City shall confirm that all affected employee(s) have been repaid.

<p style="text-align: center;">ARTICLE 47 STATION ASSIGNMENT</p>
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Station assignment will be bid each October 1 with new assignments taking effect on January 1. Each member will submit first, second and third choices for Station Assignment. Every effort will be made to make assignments based on position seniority required at each station. However, the Fire Chief may deviate from the position seniority of assignments due to other factors such as an employee's special certifications, experience and special assignment status.

Station assignments may be temporarily changed due to staffing requirements on a particular shift. In addition, Station Assignments may be permanently changed due to employment changes (termination and hiring of employees). The City will provide a three-shift notice on any permanent changes in Station Assignment.

<p style="text-align: center;">ARTICLE 48 UNIFORMS AND EQUIPMENT</p>
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Employees may arrive at work and leave work in civilian clothing. Employees shall be in the “uniform of the day” at shift exchanges. (Coming on duty and going off duty). If an employee is found to be in either partial uniform or civilian clothes other than as provided above, and in the Department Rules and Regulations, he may be subject to disciplinary action. Uniform of the day is defined as City issued cotton t-shirts, and shall be worn throughout the year during normal operations and details that are outdoors in heat conditions. Class B uniforms shall be worn at special events, special recognitions, indoor public education events, City Commission meetings, and indoor details.

All combat firefighting rescue personnel shall be provided with protective clothing and equipment as follows:

- Helmet,
- Gloves,
- Bunker coat and pants with suspenders,
- Boots,
- Protective hoods, and
- Air mask.

All In-service Units shall be equipped with sufficient quantities of the following for each member on the unit:

- Self Contained Breathing Apparatus (S.C.B.A.),
- Portable Radio, and
- Hand light.

All protective clothing and equipment shall meet and if possible exceed applicable N.F.P.A., Federal or state standards when purchased.

All bargaining unit employees shall be issued the following uniform items upon initial employment. The City will make every effort to issue these items prior to first duty date/shift:

1. 1 jacket or sweatshirt,
2. 2 pairs of shorts,
3. 1 OSHA-approved HEPA mask,
4. 2 short sleeve uniform work shirts (Class B),
5. 1 long sleeve uniform dress shirt (Class B),
6. 3 pairs of uniform work pants,
7. 1 uniform work belt (buckle color to be appropriate for position),
8. 5 short sleeve cotton work t-shirts (design subject to approval),
9. 1 baseball cap, if requested (City issue only may be worn while on duty), and
10. All necessary uniform hardware for the employee’s position.

Upon completion of initial probation, bargaining unit employees will order a one-time issue of the following items (may be re-issued upon change in position or other circumstances as determined by the Fire Chief):

1. 1 full Class A dress uniform, coat, shoes, tie, pants and hat, and
2. All necessary uniform hardware for the employee's position.

Upon completion of probation, the employee shall receive the following uniform items annually on an as-needed basis:

1. 3 pairs of uniform work pants,
2. 3 cotton short sleeve work t-shirts, design subject to City approval,
3. 1 long sleeve cotton work t-shirt, design subject to City approval, and
4. Replacement of any worn or ill-fitting items.

Uniform items shall be replaced as needed by the City when worn out or damaged.

The City shall replace or repair protective clothing, equipment, and uniform components issued by the City, when the above items become worn or damaged. If a member loses or misplaces their gear or clothing, and it has been deemed avoidable by the City's Safety Committee, he/she shall replace same at his/her expense. Amounts over \$200.00 may be paid over time through payroll deduction. Amounts not repaid prior to a member's termination shall be deducted from the member's final paycheck.

Each bargaining unit member is entitled to a station work boot reimbursement of up to \$200.00 every two years. Employees will be entitled to such reimbursement upon the presentation of a receipt and the boots themselves to their commanding officer. In consideration for this reimbursement, employees agree that the boots shall be worn only for work and for no other purposes.

The following are the items for which the member may claim reimbursement or replacement, and the limits of the reimbursement or replacement obligation.

- A. Eyeglasses or contact lenses. Prescription eyeglasses or contact lenses are to be repaired, if feasible, or replaced, at the City's option, at actual cost of repair or replacement. The City will pay up to fifteen dollars to repair or replace sunglasses.
- B. Jewelry. The City will not pay for the repair or replacement of any jewelry other than one watch or one watchband, at a cost of not more than \$40.00 for a watch or \$15.00 for a watchband. Repair or replacement is to be at the City's option.

ARTICLE 49 WORK SCHEDULE

Budgeted shift positions shall work with a start time of 7:00 am and a 24-hour shift and a 48-hour work-week, unless placed on light duty, with a paid regular day off – a “Kelly Day” – every seventh shift, as is the present practice of the Department. However, the City may change this schedule if it is determined by a court of law or the Department of Labor, Wage and Hour Division, not to be in compliance with the 7(K) exemption. Non-shift positions shall work 40 hours per week with a non-paid lunch.

Kelly Days shall be bid each year from October 1 through October 15, with selection issued

by November 1. Selection will be by shift and based on position seniority, most senior selecting first. If a Kelly Day becomes available due to transfer, promotion, retirement, or resignation that vacated Kelly Day will be bid for based on position seniority, by shift. No bid shall occur until all transfers are completed. New Kelly Days will be implemented the first Sunday that begins a three (3) week Kelly Day cycle (this will be different for each shift) either in January for annual Kelly Day selection or the next available cycle. No overtime will be incurred as a result of Kelly Day changes.

An employee transferred to a new shift shall either be given a choice of any available Kelly Days or allowed to bid for a new Kelly Day along with other members of the new shift. No person can be bumped from their existing selected Kelly Day except at the regular scheduled bid time.

**ARTICLE 50
DISASTER RESPONSE**

During the course of a State/Federal declared emergency, bargaining unit members, if deployed, shall not have sick, compensatory, or annual leave deducted, except if sick or not working when deployed. Any member deployed shall be off initial probation. Preference shall be given for those members with advanced training such as USAR related classes. Deployment for a disaster response shall be based upon position seniority according to the response requested. For those members assigned to Florida Task Force Two, those members shall be released with the authority of the Fire Chief upon being activated for a FEMA response.

**ARTICLE 51
REOPENING CLAUSE**

Except as specifically provided herein, neither party shall be permitted to reopen or renegotiate this Agreement or any part of this Agreement. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters, which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement. In the event there is a change in the Local representing the members, this Agreement shall be reopened with respect to references to the former/new Locals. In addition, the parties agree to continue negotiations regarding Employment of Relatives and Retiree Healthcare.

Except as otherwise provided herein, specific articles of this agreement may be reopened only with the mutual written agreement of both parties hereto.

**ARTICLE 52
SEVERABILITY CLAUSE**

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree to meet as soon as

practicably possible to negotiate a lawful replacement provision, in no event later than 60 days after either party learns of the decision and informs the other party.

<p style="text-align: center;">ARTICLE 53 TERMS OF AGREEMENT</p>
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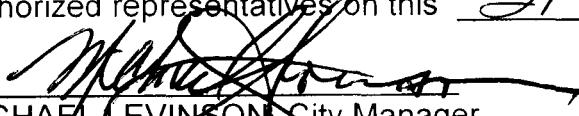
Negotiations may begin 180 days prior to the expiration of this agreement upon written notice from either party of a desire to negotiate, renew or terminate this agreement. Upon the giving of such notice, the parties agree to meet at reasonable times and places and seek to negotiate a renewal agreement. The parties shall then proceed as provided by law.

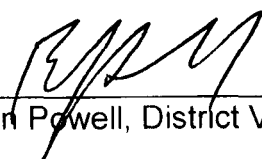
CORAL SPRINGS HUMAN RESOURCES
RECORD OF DISCUSSION FORM

EXHIBIT A

EMPLOYEE NAME	TITLE	DEPARTMENT	DIVISION
REASON FOR INTERVIEW:			
COMMENTS:			
EMPLOYEE'S SIGNATURE		DATE	
SUPERVISOR'S SIGNATURE	SUPERVISOR'S NAME, TITLE	DATE	
DEPARTMENT DIRECTOR'S SIGNATURE		DATE	

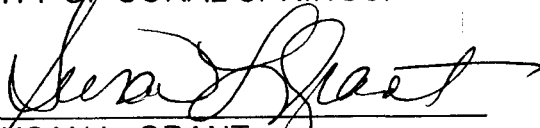
IN WITNESS/WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives on this 21 day of October, 2008.

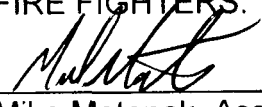

MICHAEL LEVINSON, City Manager


Brian Powell, District Vice President


NEGOTIATING TEAM FOR THE CITY OF CORAL SPRINGS:

NEGOTIATING TEAM FOR METRO BROWARD PROFESSIONAL FIRE FIGHTERS:

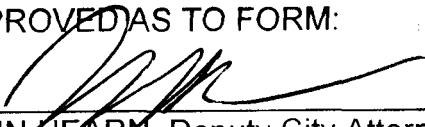

SUSAN L. GRANT,
Director of Human Resources


Mike Matonak, Assistant District Vice-President

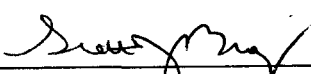

MARK CURRAN
Fire Chief

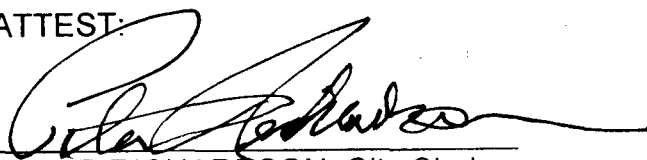

FRANK BABINEC,
Deputy Fire Chief

APPROVED AS TO FORM:


JOHN HEARN, Deputy City Attorney

THIS AGREEMENT APPROVED UPON ADOPTION BY RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS ON THIS 21 DAY OF October, 2008.


SCOTT J. BROOK, Mayor

ATTEST:

PETER RICHARDSON, City Clerk