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COLLECTIVE BARGAINING AGREEMENT

FOR THE PERIOD

OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016

BETWEEN

CITY OF MARGATE, FLORIDA

AND

LOCAL 3080, METRO BROWARD

PROFESSIONAL FIRE FIGHTERS,

INTERNATIONAL FIREFIGHTERS ASSOCIATION

APPROVED BY RESOLUTION NUMBER: _____

DATED: _____

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE, FLORIDA AND
LOCAL 3080, METRO BROWARD PROFESSIONAL FIRE FIGHTERS, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS. OCTOBER 1, 2010~~3~~ THROUGH SEPTEMBER 30, 2013~~6~~.**

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ARTICLE 1 - PREAMBLE

Section 1. This Agreement ~~entered into~~ shall be effective the 1st day of October ~~2010~~2013, by and between the CITY OF MARGATE, located within the County of Broward, State of Florida (hereinafter referred to as the "Employer" or "City") and LOCAL 3080, METRO BROWARD PROFESSIONAL FIRE FIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, a labor organization (hereinafter referred to as the "Union"), as the sole and exclusive bargaining representative of the employees within the certified bargaining unit.

Section 2. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, prompt and harmonious means of resolving any misunderstandings or differences which may arise under the contract, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment, except as provided by Florida law.

Section 3. It is understood that the City of Margate is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

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ARTICLE 2 - RECOGNITION

Section 1: The City recognizes Local 3080, Metro Broward Professional Fire Fighters, International Association of Firefighters as the exclusive bargaining representative for the following positions within the Fire Department of the City of Margate:

firefighter/paramedic

firefighter/EMT

driver engineer

~~rescue lieutenant~~

lieutenant

captain

battalion chief

division chief

fire inspector

~~Section 2: An employee who holds the rank of lieutenant on the effective date of this agreement shall be given the rank of captain. On September 30, 2011, an employee who holds the rank of captain but who does not possess an AS Degree in Fire Science shall be returned to the rank of lieutenant, effective October 1, 2011, unless such employee is enrolled on October 1, 2011 in coursework required to obtain an AS Degree in Fire Science. In the event that such employee fails to obtain an AS Degree in Fire Science by September 30, 2012, the employee shall be returned to the rank of rescue lieutenant, retroactive to October 1, 2011.~~

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~~A. In addition to meeting or exceeding the then current requirements for a promotion to the position of captain, in order to participate in any part of the promotional process for that position, an employee shall be enrolled in and have completed course work required to obtain an AS degree in Fire Science.~~

~~B. The City Manager shall maintain the sole discretion to extend the above stated deadline that an employee shall obtain an AS Degree in Fire Science on an individual case by case basis.~~

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ARTICLE 3 - PAYROLL DEDUCTION OF DUES

Section 1: Employees covered by this Agreement may authorize payroll deductions for the purpose of paying I.A.F.F. dues. No authorization shall be allowed for payment of I.A.F.F. initiation fees, I.A.F.F. assessments or I.A.F.F. fines.

Section 2: The I.A.F.F. will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the I.A.F.F. Changes in I.A.F.F. membership dues will be similarly certified to the City and shall be done at least thirty (30) days in advance of the effective date of such change.

Section 3: Dues shall be deducted bi-weekly and the funds deducted shall be remitted to the Treasurer of the I.A.F.F. within thirty (30) days. The I.A.F.F. will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of I.A.F.F. dues.

Section 4: The payroll deductions shall be revocable by the employee notifying the City in writing thirty (30) days in advance on a form prescribed by the City.

Section 5: For the purpose of putting this Article into effect, the following form shall be used by the I.A.F.F. to notify the City to commence or revoke dues check off.

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~~AUTHORIZATION TO DEDUCT~~

~~TO THE CITY OF MARGATE:~~

~~I hereby assign to the UNION from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the UNION and become due to it as my membership dues in said Association.~~

~~I authorize and direct you to deduct and withhold such amounts from my salary and to remit same to the UNION.~~

~~I hereby waive all rights and claims to said monies so deducted and transmitted in accordance with this authorization, and release the City and all its officers from any liability therefore.~~

~~This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification to the City.~~

WITNESS _____ SIGNATURE _____

DATE _____ PRINT NAME _____

~~Margate Fire Department~~

~~Original to City Copy to
UNION~~

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AUTHORIZATION FOR DEDUCTION OF IAFF DUES

I hereby authorize the City of Margate to deduct from my wages, bi-weekly, the current IAFF dues and to transmit this amount to the Treasurer of the Metro-Broward Professional Firefighters Local 3080.

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

Print Sign Date

AUTHORIZATION FOR CANCELLATION OF IAFF DUES

I hereby instruct the City of Margate to stop deducting from my wages, bi-weekly, the current IAFF dues. I have notified Local 3080 of the revocation.

Print Sign Date

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ARTICLE 4 - DISCRIMINATION

The Employer agrees not to discriminate against any employee for her/his activity ~~in~~on behalf of, or membership in the UNION. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, national origin, sex or religion, as provided by law.

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ARTICLE 5 - UNION BUSINESS

Section 1: Two I.A.F.F. local officials shall be granted time off, with pay and no loss of benefits, to attend the National, sState, or local I.A.F.F. meetings. Said time off shall be for no more than ~~56~~ 112 hours per year. An additional 16 hours' time off shall be granted with pay and no loss of benefits to attend such meetings if approved by the City Manager.

Any time over and above the allotted amount shall be deducted from employee's accumulated holiday or vacation time and shall be done in the following manner:

A. The additional time shall be deducted from the accumulated holiday or vacation time of the employee requesting time off for Union business.

B. The Union shall submit to the Fire Chief a list of those personnel authorizing the City to deduct a specified amount of their accumulated vacation time in order to transfer such time to the official.

C. This shall be done within thirty (30) days after the official has been granted the time off.

~~Section 2: Two I.A.F.F. officials shall be granted time off to attend the I.A.F.F. national meetings with pay and no loss of benefits for a period of up to 56 hours per year. An additional 16 hours time off shall be granted with pay and no loss of benefits to attend such meetings if approved by the City Manager. Any time over and above the allotted amount shall be deducted in the manner prescribed in Section 1.~~

Section 23: The individually affected firefighter will be required to give ten (10) days' notice as defined in Section 6 of this Article to the Chief of the Fire Department prior to said days off.

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Section 34: The above sections will only apply if a firefighter is on duty and will not apply if the required attendance at the state or national convention falls on the firefighter's days off.

Section 45: Two employees from the same shift shall not concurrently be granted time off, as provided in Sections 1 and 2 of this Article.

Section 5: The department retains the right to restrict time off for I.A.F.F. business when an extreme emergency condition exists and such time off from regular assignment would create a danger to public safety, or result in overtime payments.

Section 6: ~~This section is not used for this Agreement.~~

Section 67: The Union may call meetings at Fire Station 3 provided the Fire Chief or his representative is given two (2) days' notice, and said notice is approved by the Chief or his representative; such approval shall not be withheld unreasonably. Said meetings shall be called after 1830 hours so as not to interfere with the daily work routine of the Fire Department. Said meetings shall not interfere with other scheduled activities at the Fire Station. There shall be no more than one regular and one special meeting per month. Additional meetings may be requested through the Chief to the City Manager.

Section 78: Members of the Union shall be permitted to wear their Fire Department uniforms subject to approval by the Chief, with such approval not being unreasonably withheld for off-duty functions that are conducted in the name of the Local or Fire Service. Such functions shall include, but not be limited to, Muscular Dystrophy fund drives, community relations, and funerals.

Section 89: Employees shall not be discriminated against for discussing Union business, as long as said discussion does not interfere with the normal work routine.

Section 910: Tee-shirts and hats with Union emblems, provided in accordance with Article 40, may be worn in accordance with current Rules and Regulations. Hats and tee shirts shall be provided by the Union.

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Section 10 ~~11~~: The parties specifically agree that the bargaining agents may call a Union meeting on City property at a location to be designated by the City Manager and Chief of the Fire Department for purposes of ratification of this contract.

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ARTICLE 6 - PREVAILING RIGHTS

Section 1: All rights, privileges, fringe benefits and working conditions enjoyed by the employees at the present time which are not specifically referred to or abridged in the Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

ARTICLE 7

MANAGEMENT RIGHTS

Section 1: The Union recognizes the prerogative of the employer to operate and manage its affairs in all respects in accordance with its responsibilities to the public generally; and any and all of the powers or authority which the employer has not specifically abridged, delegated, or modified by this Agreement.

Section 2: Management officials of the City retain all of the rights in this contract in accordance with Florida Statute, including those specified in F.S. 447.409~~5~~209, and in accordance its own regulations and provisions of ordinances and policy, including the following, but are not limited to the following:

- A. To determine the organization of City government;
- B. To determine the purpose, practices and procedures of each of its departments;
- C. To exercise complete and unhampered control and discretion over the organization, efficiency and operation of all operations, departments, and agencies of the City;
- D. To set its own standards for services to be offered to the public;
- E. To manage and direct, totally supervise without interference the employees of the City;
- F. To establish all hiring practices, including but not limited to the right to hire, examine, classify, provide for the eligibility for hiring and promotion, the right to promote, train, transfer, assign, schedule and retain employees in position with the City and to establish procedures therefore.

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G. To suspend, demote, discharge or take other disciplinary action against employees for just cause and in accordance with established rules of procedure. Notwithstanding the preceding, the just cause standard shall not apply for initially hired employees who have not completed their probationary period and are terminated, nor individuals who are on disciplinary, or promotional probation.

H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, lack of funds, preservation of funds, or other legitimate reasons.

I. To determine the number of employees to be employed by the City;

J. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, unit, department or project;

K. To establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements;

L. To establish, implement, and maintain an effective internal security practice where said internal security practice is deemed advisable or necessary without interference.

M. The City of Margate agrees, upon request of the Union, to bargain the impact of any changes brought about by exercise of the above management rights which are not specifically abridged in this agreement which affect wages, hours and terms and conditions of employment. However, for the duration of this Agreement, the Union agrees to waive the use of a Special Master regarding impasse resulting from this subsection of this Article.

Section 3: The parties to this Agreement specifically agree that the City Commission has the sole authority and is the final authority in determining the purpose and direction and policy of the City Commission and the amount of the budget to be adopted by the City Commission.

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ARTICLE 8 - STRIKES

Section 1: The I.A.F.F. and its members shall not engage in a strike, as defined in Florida Statutes and the Constitution of the State of Florida, work stoppages or other similar forms of interference with the operation of the Fire Department.

Section 2: Any employee who participates in or promotes a strike or work stoppage shall be discharged if same shall be satisfactorily proven after notice and hearing.

Section 3: Notice and hearing as provided for hereinabove shall be as follows:

A. Notice shall be by written specifications pursuant to this Article, stating that the charged employee did participate in and promote a strike or work stoppage and the specifications of and as to how this occurred.

B. Hearings shall be held as otherwise provided in the Civil Service Code of the City of Margate before the Civil Service Commission.

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ARTICLE 9- WORKING OUT OF CLASSIFICATION

Section 1: Any member of the Bargaining Unit subordinate to the rank of Captain, designated by the Fire Chief as a Fire Captain, shall be paid an "Upgrade Rate" of \$30.00 (thirty dollars) per shift.

Section 2: Any member of the Bargaining Unit holding the rank of Captain, designated by the Fire Chief as a Battalion Chief, shall be paid an "Upgrade Rate" of \$35.00 (thirty-five dollars) per shift.

Section 3: Any member of the Bargaining Unit holding the rank of Firefighter, designated to accept the responsibilities and function as a routinely scheduled Driver Engineer, shall be paid an "Upgrade Rate" of \$20.00 (twenty dollars) per shift

NOTE: Compensated ~~Rescue~~ Lieutenants are not eligible for this assignment pay.

Section 4: The parties agree that the Captain and Shift Battalion Chief "Upgrade Rate" will not be paid until the assignment period is in excess of twelve (12) hours in a single pay period.

Section 5: Paramedics assigned temporarily the functions of a ~~Rescue~~ Lieutenant shall receive \$25.00 (twenty-five dollars) per shift.

Section 6: Any member of the Bargaining Unit holding the rank of Division Chief assigned to the Short Shift as defined in Article 18, designated to accept the responsibilities and function as the Fire Chief, shall be paid an "Upgrade Rate" of \$30.00 (thirty dollars) per day. The parties agree that the Fire Chief "Upgrade Rate" of \$30.00 (thirty dollars) per day will not be paid until the assignment period is in excess of eight (8) hours in a single pay period.

The above hours shall be prorated per shift as appropriate.

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ARTICLE 10 - COMPENSATION

Section 1: The parties agree that the establishment of a comprehensive pay plan enables a career employee to project the growth of her/his compensation.

Section 2: The parties agree that the comprehensive pay plan will compensate each employee for the level of skill and rank attained on a continuing basis.

Section 3: The Union acknowledges that the City has the right to hire employees at the level of skill necessary to fill positions in the bargaining unit.

Section 4: The parties agree that new hires not possessing the State Certification for firefighter shall be paid an annual salary of 10% less than the entry level salary until successful completion of the State of Florida Minimum Standards course. When all State requirements have been satisfied, said employee shall be placed into the pay plan in accordance with ~~Attachment A and other related sections of~~ this Article.

Section 5: The parties agree that the duration of the pay plan shall be based on one hundred twenty (120) months from the date of hire of the member.

A. The pay plan shall establish a minimum and maximum firefighter base salary range for all members covered under this agreement ~~in accordance with the attached schedule.~~

B. Effective October 1, 2013, a 2% cost of living adjustment (COLA) shall be added to the base.

C. Effective October 1, 2014, a 2.5% cost of living adjustment (COLA) shall be added to the base.

D. Effective October 1, 2015, a 2.5 % cost of living adjustment (COLA) shall be added to the base.

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~~E.~~ Pay plans and pay ranges referenced in this Article, shall be attached to this Agreement and labeled separately.

~~F.~~ Effective October 1, 2014, employees with the rank of Firefighter who are not receiving rank/skill pay as Driver Engineer, Lieutenant, Captain, Battalion Chief, or Division Chief shall receive additional compensation separate from base salary at the flat dollar value of one-thousand dollars (\$1,000) per year, pro-rated biweekly. This additional compensation shall be removed upon an employee's promotion to Driver Engineer, Lieutenant, Captain, Battalion Chief, or Division Chief.

~~B.G.~~ The pay plan shall provide Medical skills compensation over firefighter base pay in the following manner:

1. An employee who is hired as a firefighter and who is certified as an EMT shall receive EMT skill pay of \$5,123.

2. An employee who is certified as a paramedic, regardless of months of service as a firefighter, shall receive Paramedic skill pay of \$13,189.

~~C.~~ H. The pay plan shall provide rank performance compensation over firefighter base pay of fifteen percent (15%) for captain, and of twenty-five percent (25%) for Battalion Chief/Division Chief through September 30, 2014. Effective October 1, 2014, rank performance compensation for the position of Captain shall be seventeen percent (17%). Effective October 1, 2014, rank performance compensation for Battalion Chief/Division Chief shall be twenty-seven percent (27%).

~~D.~~ I. The pay plan shall provide skill compensation at the flat dollar value of two thousand six hundred and forty dollars (\$2,640) per year, pro-rated biweekly, for the position of Fire Inspector, Battalion Chief, and Division Chief.

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~~E.~~ J. The pay plan shall provide skill compensation at the flat dollar value of three thousand five hundred dollars (\$3,500) per year, pro-rated bi-weekly, for the position of Driver Engineer through September 30, 2014. Effective October 1, 2014, skill compensation for the position of Driver Engineer shall be seven percent (7%) over firefighter base pay.

~~F.~~ K. The pay plan shall provide skill compensation at the flat dollar value of four thousand dollars (\$4,000) per year, pro-rated bi-weekly, for the position of ~~Rescue~~ Lieutenant.

1. In addition to the amount provided for in Section 5~~F~~K above, a ~~Rescue~~ Lieutenant who has completed five (5) or more years of service as a ~~Rescue Supervisor/Rescue~~ Lieutenant on October 1 of a given year shall receive five hundred dollars (\$500) per year, pro-rated bi-weekly.

2. In addition to the amount provided for in Section 5~~F~~K-1. above, a ~~Rescue~~ Lieutenant who has completed ten (10) or more years of service as a ~~Rescue Supervisor/Rescue~~ Lieutenant on October 1 of a given year shall receive five hundred dollars (\$500) per year, pro-rated bi-weekly.

3. In addition to the amount provided for in Section 5~~F~~K-2. above, a ~~Rescue~~ Lieutenant who has completed fifteen (15) or more years of service as a ~~Rescue Supervisor/Rescue~~ Lieutenant on October 1 of a given year shall receive five hundred dollars (\$500) per year, pro-rated bi-weekly.

4. The above Sections 5K , 5K-1., 5K-2, and 5K-3. shall sunset effective September 30, 2014.

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5. Effective October 1, 2014, skill compensation for the position of Lieutenant shall be ten percent (10%) over firefighter base pay.

~~G.~~ M. The City shall pay skill compensation at the flat dollar value of \$1,000 (one thousand dollars) per year prorated bi-weekly, outside of the member's base salary to a member who holds the rank of Captain and who is assigned to a short shift to perform an administrative duty through September 30, 2014. Effective October 1, 2014, the City shall pay skill compensation of five percent (5%) over firefighter base pay to a member who holds the position of Captain, Division Chief, Training Officer, and Logistics Officer and is assigned to the short shift to perform an administrative duty. Short shift assignments for administrative duties shall be as designated at the sole discretion of the Fire Chief or designee. This compensation is not applicable to a member who is on workers compensation or light duty.

~~H.~~ N. The City shall pay skill compensation at the flat dollar value of \$1,500 (one thousand five hundred dollars) per year prorated bi-weekly, outside of the member's base salary, to a member who is assigned to the special response team (SRT).

~~I.~~ O. The City shall pay skill compensation at the flat dollar value of \$1,200 (twelve hundred dollars) per year prorated bi-weekly, outside of the member's base salary, to a member who is assigned to the dive team through September 30, 2014. Effective October 1, 2014, the City shall pay skill compensation at the flat dollar value of \$1,500 (fifteen hundred dollars) per year prorated bi-weekly, outside of the member's base salary, to a member

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who is assigned to the dive team. Maximum number of members assigned to the dive team shall be twenty-four (24) during any fiscal year.

~~J.~~ P. Members who leave the employ of the City of Margate prior to execution of this Agreement by the City Commission will not be eligible for retroactive pay ~~and~~ or step increases.

~~K.~~ Q. A member shall not be entitled to receive more than one skill compensation payment, except that the employee performing the function of Fire Marshal shall receive skill compensation for Fire Inspector.

~~L.~~ R. A member who has received skill compensation for the designation of driver engineer, ~~rescue~~-lieutenant, or fire inspector and who is subsequently promoted to any rank position, shall not receive skill assignment compensation; however, such member shall receive residual skill compensation at the flat dollar value as follows:

Driver Engineer shall receive one thousand seven hundred and fifty dollars (\$1,750) per year, prorated bi-weekly.

~~Rescue lieutenant~~ Lieutenant shall receive two thousand dollars (\$2,000) per year, prorated bi-weekly.

Fire Inspector shall receive one thousand three hundred and twenty dollars (\$1,320) per year, prorated bi-weekly.

A member shall not be entitled to receive more than one residual skill compensation payment.

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Section 5.R. shall sunset effective September 30, 2014 for any employees not receiving the above residual pay as of that date. Any employees receiving residual pay as of September 30, 2014 shall continue to receive the above residual pay.

~~K. S. The parties agree that the effective date of implementation of the pay plan shall be October 1, 2011, and that future calculations shall be made at the end of each fiscal year covered by this agreement.~~

~~L. T. The pay plan shall compensate all members covered under this agreement as indicated in Attachment A.~~

If there is a conflict between the text of this article and the prior pay plan ~~aAttachment A~~, then the text of this article shall control. Both parties agree to any change of figures in the pay plan and pay ranges, attached to this Agreement, Attachment A in the implementation of the text of this article.

Section 6: The City shall provide an annual longevity benefit to each member covered under this agreement subject to the provisions stated in this section.

A. Any longevity benefit payment shall be made outside of the member's base salary.

B. Those members who have more than twenty years of service with the City and who currently receive an annual longevity benefit payment greater than \$3,000 shall continue to receive that longevity benefit.

1. The longevity benefit payment provided for in Section 6-B of this article shall be paid pro-rated bi-weekly.

C. Those members not covered by Section 6-13 of this article shall receive an annual lump sum longevity benefit payment of:

\$1,000 if the member has completed 10, 11, 12, 13, or 14 YOS; or

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\$2,000 if the member has completed 15, 16, 17, 18, or 19 YOS; or

\$3,000 if the member has completed 20 or more YOS.

1. A member's completed number of years of regular, full-time service (YOS) with the City shall be calculated based on that member's anniversary date during the fiscal year in which the longevity benefit payment is made.
2. The longevity benefit payment provided for in Section 6-C of this article shall be paid on the first pay date of December.
3. If a member leaves the employ of the City subsequent to receiving the lump sum longevity benefit payment in December of a given fiscal year, then the City shall determine the pro-rated value of that longevity benefit for the remainder of the fiscal year and subtract that amount from the member's final pay.

If the amount owed by the member exceeds the amount of the member's final pay from the City, then the member shall pay that amount to the City within thirty (30) calendar days of leaving the employ of the City.

- D. An employee hired on or after October 1, 2011 shall not be entitled to the longevity benefits stated in this section.
- E. An employee receiving a longevity benefit payment may either have the payment direct deposited or transfer it into a 457 account, or a combination of both, but may not receive it as a separate physical check.

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F. Pay shall be provided by the City to employees in the method(s) deemed by
the City to be the most efficient and accurate. Methods may include but are
not limited to, paper paychecks, direct deposit, or pay cards.

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ARTICLE 11 - OVERTIME

Section 1: Employees covered by this Agreement shall receive overtime at the rate of one and one-half (1.5) times their normal hourly rate for any hours worked outside the regularly scheduled hours. Sick leave shall not be used in the calculation of overtime as hours worked for sick leave taken within a pay period. Vacation leave, bereavement leave, holiday leave (for employees on the short shift), and use of accrued compensatory time used within a pay period shall be included in the calculation of overtime as hours worked within that pay period.

Section 2: An employee who is called back to work in addition to the normal tour of duty shall receive a minimum of three (3) hours overtime at the rate of time and one-half her/his normal hourly rate.

~~A. If during fiscal year 2012, the City obligation for overtime exceeds \$300,000 (excluding that of which is caused as outlined in subsection 2 of this Section), then the City shall initiate a cap of \$300,000 during fiscal year 2013. If during fiscal year 2013, the cap has been reached, a member shall receive compensable leave at a rate of one and one-half hours for each hour worked. 1. A member who earns compensable leave pursuant to Section 2-A above~~

~~either shall use all such leave no later than the end of the fiscal year after the fiscal year in which the leave was earned or shall forfeit all unused leave.~~

~~A. A member shall accomplish the above by using such compensable leave prior to using annual leave no later than the fiscal year after which the compensable leave was earned.~~

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~~B. The methods used to provide employee compensable leave picks are governed by the Fire Department's Operational Guidelines.~~

~~2. The above stated cap may be exceeded when work is required to cover a shift absence that results from a reduction in force of on-board personnel and not as a result of a budgetary reduction of any vacant position.~~

~~B. The \$300,000 cap stated in Section 2-A above shall apply only to those hours that are required to cover a sick leave absence, when minimum manning is already known and not related to an absence associated with Military Leave Status or On the Job Injury Status which was already scheduled.~~

Section 3: The parties agree that for purposes of this Article, the terms "pay period" and "work period" are not interchangeable and do not have the same meaning.

Section 4: The parties agree that the normal pay period of the Fire Department shall be biweekly; and each pay period shall consist of ninety-six (96) hours at regular time for Combat Force personnel as defined in Article 18, and eighty (80) hours at regular time for personnel assigned to the Short Shift as defined in Article 18.

Section 5: The parties agree that the FLSA work period may be identified as 7, 14, 21, or 28 days.

Section 6: The parties agree that for FLSA purposes, the City shall have the right to determine the work period for personnel assigned to both the Combat Force (Long Shift) and the Short Shift. The Parties agree that pursuant to established State of Florida collective bargaining laws, the Union reserves the right to bargain the impact of such changes if necessary.

Section 7: The employee may be required to work the full three (3) hours minimum call-back or portion thereof at the discretion of the Fire Chief. Compensation for attendance at any meeting outside of scheduled hours shall be at straight time unless attendance at same is

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mandated by the Fire Chief. Call back does not include travel time, and compensation only begins when the employee reports for work at their assigned station.

Section 8: Call-back shall be based on a seniority list by qualification where practicable, maintained under the direction of the Fire Chief. On the basis of that list, when an employee is called the first time, s/he can refuse call-back. If any phone contact is made at the number listed for the employee at the Fire Department, her/his name shall be placed at the bottom of the call-back list (same shall not include any employee on shift or on vacation). The second time an employee is called, after going through the list, the call shall be mandatory. If the list has been gone through and no one wants call-back, the Fire Chief may order the first available person back to duty on a mandatory basis. The employer will make every effort to make the seniority call-back list function properly; however, management reserves the right to use other methods of call-back in the event the seniority list system does not work properly. If another system is to be used, the Union shall be advised in advance as to the system, which will be employed.

Section 9: At the request of the employee, with approval of the Fire Chief or designee, compensatory time, not to exceed seventy-two (72) hours, may be granted in lieu of pay. Said compensatory time must be used during the fiscal year accrued. Any compensatory time earned during the month of July, August, and September, may be extended to the next fiscal year.

Section 10: The parties mutually agree that if management determines that sick leave abuse is occurring, this Article will be reopened.

Section 11: An employee who is off-duty but who is required to appear as a witness in a criminal or civil proceeding as a result of the employee's employment with the City shall be

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compensated for the actual time in court; plus up to one (1) hour total portal to portal to a
maximum of ten (10) hours.

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ARTICLE 12: HOLIDAYS

Section 1: LONG SHIFT EMPLOYEES — A Long Shift employee shall receive one hundred forty-four (144) hours of holidays pay per year in lieu of receiving paid holiday leave.

A1. The employee shall receive holiday pay for the holidays listed in Section 2 of this article; however, an employee shall not be entitled to receive holiday pay if the employee:

- ~~a.~~ 1. uses sick leave on the shift immediately before the holiday, the day of the holiday, or day after the holiday date and does not provide a doctor's note dated on or before the date that the employee used sick leave; or
- ~~b.~~ 2. is in any type of unpaid leave status on the shift immediately before or after the holiday date; or
- ~~c.~~ 3. is in an initial hire probationary status on the date immediately before the holiday date.

B. The amount of the holiday pay shall be based on the employee's base hourly rate of pay.

~~C. The employee shall receive holiday pay for the holidays listed in Section 2 of this article.~~

Section 2: SHORT SHIFT EMPLOYEES-- An employee working on the short shift shall receive the following holidays off with pay:

- | | |
|---------------------------------|--|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King, Jr., Day | 8. Thanksgiving |
| 3. Presidents' Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day preceding Christmas Day |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. September 11 th /Patriots Day |

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Section 3: Long shift employees shall be paid for six holidays (72 hours) in the second pay period in November of the current fiscal year. The remaining six holidays (72 hours) shall be paid in the second pay period of July of the current fiscal year. The holiday pay benefit provided for above shall be issued in the same manner as the member's regular paycheck.

Section 4: Employees previously on a long shift but serving light duty assignment due to an on-the-job injury (OJI), and therefore working on a short shift, may receive their holiday pay benefit in accordance with this article by permitting ten hours to be deducted from their existing annual leave accruals for each holiday that the employee is serving a light duty assignment due to an on-the-job injury (OJI); provided that the employee has a sufficient amount of annual leave accrued to cover the deduction during the pay period of the applicable holiday.

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ARTICLE 13 - VACATION

Section 1: LONG SHIFT EMPLOYEES--Each full-time employee on the Long Shift who has not completed five (5) years of service with the City shall accumulate vacation leave at the rate of .04807 hours per each regular hour worked.

Each full-time employee on the Long Shift who has completed more than five (5) years and less than ten (10) years of service with the City shall accumulate vacation leave at the rate of .07211 hours per each regular hour worked.

Each full-time employee on the Long Shift who has completed more than ten years of service with the City shall accumulate vacation leave at the rate of .09615 hours per each regular hour worked.

Section 2: SHORT SHIFT EMPLOYEES--Each full-time employee on the Short Shift who has not completed five (5) years of service with the City shall accumulate vacation leave at the rate of 3.0769 hours per regular pay period. A regular pay period shall be as defined in Article 18, Section 6 of this agreement.

Each full-time employee on the Short Shift who has completed more than five (5) years and less than ten (10) years of service with the City shall accumulate vacation leave at the rate of 4.6154 hours per regular pay period. A regular pay period shall be as defined in Article 18, Section 6 of this agreement.

Each full-time employee on the Short Shift who has completed more than ten (10) years of service with the City shall accumulate vacation leave at the rate of 6.1538 hours per regular pay period. A regular pay period shall be as defined in Article 18, Section 6 of this agreement.

Section 3: A Long Shift employee shall accumulate a maximum of 792 vacation leave hours; A Short Shift employee shall accumulate a maximum of 660 vacation leave hours. The cap of 792/660 hours shall be adjusted by the number of vacation leave hours cashed in by the

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member employee upon entering the FRS retirement incentive program known as DROP.

When appropriate throughout this section, all provisions shall be subject to applicable DROP-related adjustments.

~~A. On September 30, 2011 an employee whose accumulated vacation leave hours exceeds the cap amount shall be reimbursed for all vacation leave hours over the cap as follows:~~

~~The total number of accumulated vacation leave hours minus the cap, multiplied by the employee's base hourly rate of pay as of September 30, 2011. The resulting dollar amount shall be divided by three. Each one-third amount shall be paid in a lump sum disbursement as part of the second pay period of January 2012, January 2013 and January 2014. Should a member leave, pursuant to this section, prior to September 30th of 2015, the member shall receive hours due in the final payout.~~

~~B.~~ A. Beginning October 1, 2011, a member who has reached or exceeded the vacation leave hour cap as of September 30 of each year shall forfeit all vacation leave hours in excess of the cap, subject to ~~only two~~ the following exceptions:

1. In the event that an employee submits a vacation leave request at least two (2) months prior to the starting date of the desired leave, and the City denies that request, and the employee's accumulated vacation leave subsequently exceeds the annual cap as a result of being denied that vacation leave request, the employee shall have until March 31 of the subsequent year in which to take that excess leave before all such excess leave shall be forfeited.

2. In the event that an employee's previously approved vacation leave is postponed, rescinded, or cancelled solely as a result of City staffing and operations needs, and the employee's accumulated vacation leave subsequently exceeds the annual cap as a consequence of said vacation leave request having been postponed, rescinded, or cancelled,

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the employee shall have until March 31 of the subsequent year in which to take that excess leave before all such excess leave shall be forfeited.

~~B. In lieu of accruing vacation leave on a per pay period basis as stated in Section 1 and Section 2 of this Article, a member who has reached or exceeded the cap as of September 30 of each given fiscal year covered under this agreement shall receive a lump sum amount of either 240 hours or 160 vacation leave hours whichever is applicable pursuant to Section 2 of this Article on October 1 of the next fiscal year.~~

~~C.~~ B. The member shall have the discretion to use accrued vacation leave hours as provided for in this article.

Section 4: A member who reaches the cap as of September 30 of a given fiscal year and who terminates employment with the City for any reason anytime prior to the end of the next fiscal year shall either be compensated for earned but not used vacation leave or reimburse the City for used but not earned vacation leave as calculated below.

A. Step 1: Count the number of pay periods beginning on October 1 and ending on the effective date of the member's last day of employment; multiply that number by the vacation hours the member accumulates leave pursuant to Section 1 and Section 2 of this article. Add that amount to 792/660 hours to determine the total allowable vacation leave hours.

Step 2: Compare the number of vacation leave hours taken by the member during that fiscal year to the total allowable vacation leave hours from Step 1.

Step3a: If the number of vacation leave hours taken by the member during that fiscal year is less than the total allowable vacation leave hours from Step 1, then the City shall compensate the member for the dollar value of those hours up to 792/660 hours.

Step 3b: If the number of vacation leave hours taken by the member during that fiscal year is greater than the total allowable vacation leave hours from Step I, then the member shall reimburse the City for the dollar value of that difference.

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B. If the member has entered DROP and has sold back the maximum amount of vacation leave hours permitted pursuant to DROP:

Step 1: Count the number of pay periods beginning on October 1 and ending on the effective date of the member's last day of employment; multiply that number by the vacation hours the member accumulates leave pursuant to Section 1 and Section 2 of this article. Add that amount to 192/160 hours to determine the total allowable vacation leave hours.

Step 2: Compare the number of vacation leave hours taken by the member during that fiscal year to the total allowable vacation leave hours from Step 1.

Step 3a: If the number of vacation leave hours taken by the member during that fiscal year is less than the total allowable vacation leave hours from Step 1, then the City shall compensate the member for the dollar value of those hours up to 192/160 hours.

Step 3b: If the number of vacation leave hours taken by the member during that fiscal year is greater than the total allowable vacation leave hours from Step I, then the member shall reimburse the City for the dollar value of that difference.

C. If the member has entered DROP and either has sold back less than the maximum amount of vacation leave hours permitted pursuant to DROP or has not sold any hours to DROP:

Step 1: Subtract the number of vacation hours sold back to DROP from 792/660 hours to determine the maximum payable vacation leave hours.

Step 2a: Count the number of pay periods beginning on October 1 and ending on the effective date of the member's last day of employment; multiply that number by the vacation hours the member accumulates leave pursuant to Section 1 and Section 2 of this article.

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Step 2b: Add the amount from Step 2a to the maximum payable vacation leave hours from Step 1 to determine the total allowable vacation leave hours.

Step 3: Compare the number of vacation leave hours taken by the member during that fiscal year to the total number of allowable vacation leave hours from Step 2b.

Step 4a: If the number of vacation leave hours taken by the member during that fiscal year is less than the total allowable vacation leave from Step 2b, then the City shall compensate the member for the dollar value of that difference up to the maximum payable vacation leave hours from Step 1.

Step 4b: If the number of vacation leave hours taken by the member during that fiscal year is greater than the total allowable vacation leave the result from Step 2b, then the member shall reimburse the City for the dollar value of that difference.

Section 5: An employee who is not in an initial hire probationary status may use vacation leave as it is accrued. An employee who is in an initial hire probationary status may not use accrued vacation leave until the employee successfully completes the initial hire probationary period.

~~A. An employee who has not reached the vacation leave hour cap on September 30 of a given year shall use at least fifty percent (50%) of the total vacation leave hours the employee earns each fiscal year.~~

~~B.~~ A. An employee who has reached or exceeded the vacation leave hour cap on September 30 of a given year shall use at least one hundred percent (100%) of the total vacation leave hours the employee earns each fiscal year.

Vacation requests shall be submitted in accordance with Fire Department operational guidelines.

~~C.~~ B. Approved vacation leave shall not be affected by shift change when at all possible.

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~~D.~~ C. An employee who has submitted her/his resignation shall not be forced to take vacation leave. Notwithstanding any section of this article, management shall have the authority to schedule vacation leave off.

Section 6: At the option of the City, an employee may sell back accrued vacation leave as follows:

~~a.~~ A. Each person desirous of selling accrued vacation to the City shall submit her/his request to her/his Department Head not later than September 1 of the current year. The department composite list will be submitted to the City Manager so as to arrive not later than October 1.

~~b.~~ B. The total amount of monies available for repurchase of accrued leave shall be determined by the City Commission when the annual budget is adopted.

~~c.~~ C. Payment shall then be made on the basis of a ratio of the total number of persons requesting "sell back" to the City to the total funds available for such repurchase. For example: if the total list numbers fifty (50) persons, and there is twenty-five thousand dollars (\$25,000.00) available for repurchase of accrued vacation, then theoretically each person shall receive five hundred dollars (\$500.00), less that portion required to meet employer contributions for FICA taxes and Florida Retirement System Contribution.

~~d.~~ D. In the event that equal division exceeds the needs of any one person's request, then the excess of the equal division shall be reapplied to the aggregate dollars available for the remaining persons.

~~e.~~ E. Disbursements of such payments will be accomplished between the period December 1 and December 15 of the year in which the funds were budgeted.

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Section 7: In the event of the death of an employee, that employee's heir(s) or estate shall be entitled to an immediate lump sum payment equal to the cash value of all unused vacation leave available at the time of the employee's death, subject to the provisions of this agreement ~~Section 12 below.~~

Section 8: In the event that an employee becomes disabled, and said disability prevents the employee from continuing employment with the City pursuant both to this agreement and to Section 30-79 (previously Section 16 1/4-79) of the City Code, upon the termination of that employee, the employee shall be entitled to the cash value of all unused vacation leave available on the date that the employee leaves the employ of the City, subject to the provisions of this agreement ~~Section 1-1-2 below.~~

Section 9: An employee who is not in an initial hire probationary status and who leaves the City's employ for any reason other than as the result of a disability, shall receive the cash value for vacation leave accumulated pursuant to either Section 1 or Section 2 of this article in the following manner:

number of accumulated hours, up to a maximum of either 792 hours (for "Long Shift" employees) or 660 hours (for "Short Shift" employees), multiplied by the employee's base hourly rate of pay as of the effective date that the employee left the City's employ, subject to the provisions of this agreement ~~Section 12 below.~~

The above-stated pay out limitation shall not apply to a situation covered under either Section 9 or Section 10 of this article, or in the situation when vacation hours accrued during a period of absence compensated for under workers' compensation exceed the limitations stated above, providing that such absence immediately precedes the employee's termination of employment with the City.

Section 10: In the event that the employee owes the City for used but not earned vacation leave, and/or sick leave, and/or all other monies which may be owed, the cash value of

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those monies shall be subtracted first from the cash value or the combined total number of accumulated vacation leave and sick leave hours prior to ~~the~~ payout limitations ~~stated in Section 11 above and Article 14, Section 11 of~~ in this agreement, and then from available compensatory hours. The cash value for accumulated vacation leave or sick leave, and compensatory time, as well as for vacation leave, sick leave, and all other monies which may be owed by the employee to the City shall be calculated based on the employee's hourly base rate of pay on the effective date that the employee left the City's employ.

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ARTICLE 14 - SICK LEAVE

Section 1: Each full-time employee on the Long Shift shall accumulate sick leave at the maximum rate of 0.05769 hours for each regular hour worked. Since the total number of regular hours of work for an employee on the Long Shift is 2,496 hours per year, the total maximum sick hours earned shall be 144 hours per year.

Each full-time employee on the Long Shift who is compensated for less hours than the regularly assigned hours in a pay period, shall accumulate sick leave at the rate of 0.05769 hours multiplied by the actual number of regular hours worked.

Section 2: Each full-time employee on the Short Shift shall accumulate sick leave at the maximum rate of 3.6923 hours per regular pay period. A regular pay period shall be as defined in Article 18, Section 1 of this agreement.

Each full-time employee on the Short Shift who is compensated for less hours than the regular eighty (80) hours in a pay period, shall accumulate sick leave at the rate of 3.6923 hours pro-rated, based on the actual number of regular hours worked.

Each full-time employee on the Short Shift who is compensated for more hours than the regular eighty (80) hours in a pay period, shall accumulate sick leave at the maximum rate of 3.6923 hours for only the actual number of regular hours worked that pay period.

Section 3: There shall be no limit to the number of sick hours that an employee may accumulate.

A. Sick leave is a negotiated benefit between the parties which shall be allowed only in case of an employee's, or the employee's immediate family member's, personal sickness, disability, off duty injury, or legal quarantine because of exposure to contagious disease, or otherwise in accordance with this article.

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B. A member who is on sick leave or on approved leave without pay or on unapproved leave without pay or on any paid or unpaid leave granted pursuant to FMLA or out on any disability shall not perform any activity or demonstrate behavior that is inconsistent with either recuperating from or treating the illness or injury that is the basis for the absence.

C. Additionally, an employee who is receiving paid sick leave shall not engage in employment or activity of any kind for remuneration during the normal working hours for which paid sick leave is received, even if such activity or employment is otherwise consistent with either recuperating from or treating the illness or injury that is the basis for the absence.

D. An employee who demonstrates abuse of sick leave, as defined in Section 14, excluding leave permitted under the Family and Medical Leave Act (FMLA), shall be subject to progressive disciplinary action.

Section 4: Sick leave is to be utilized for illness and/or injury only; and shall not be taken for vacation, work, or other personal reasons unless specifically provided for in this Article.

Section 5: In the event that an employee requires time off as a result of an off-duty illness or injury, that employee shall first use accumulated sick leave and then accumulated vacation leave. At the mutual agreement of the City and member, the member, after first exhausting all accumulated sick leave and accumulated annual leave, may use accumulated compensatory leave for leave permitted in this Section.

~~The parties agree mutually that if management determines that sick leave abuse is occurring, this Article will be reopened.~~

Section 6: All employees are required to call in each day they are out on sick leave unless it has been determined by a physician that the employee will be disabled for a specific amount of time, to be verified by a statement by the physician. The call may be made by the employee or her/his spouse or other person on her/his behalf only if the employee is physically unable to communicate. After three (3) consecutive shifts' absence for illness or injury (three days for non-

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shift personnel), an employee must produce a doctor's certificate to verify illness and/or injury if the City Manager or Fire Chief feels that the employee may be abusing sick leave, as defined in Section 14. At any time prior to three consecutive shifts' absence (three days for non-shift personnel), the Fire Chief may require a doctor's certificate for illness or injury. ~~If so, the cost shall be paid by the City.~~ Understanding that the City is required by federal law to provide employees their rights under the FMLA, the employee shall be responsible for completing and returning FMLA paperwork when requested to do so by the City, as well as a Fitness for Duty form, when applicable. However, the employee shall not be required to exercise their rights under the FMLA unless otherwise required by the FMLA.

No employee shall be visited or called at home in an attempt to ascertain whether or not s/he is actually ill until the Administration of the Fire Department ~~shall~~ receives approval from the City Manager or designee to do same. Any individual who has been visited or called and has been found not to be at home by the Administration shall be notified by her/his next shift that such is the case and given an opportunity to explain to the Administration (for non-shift personnel, said notification must be within three (3) working days). The time, number and frequency of visits and calls shall be reasonable.

Section 7: Accrued sick leave and sick bank may be extended to cover the absence of an employee who requires time off to personally care for a family member who is covered under the Family and Medical Leave Act and who suffers from a serious health condition. Said sick leave shall be recommended by the Fire Chief, with the approval of the City Manager. The City Manager may require a doctor's certificate or other documentation regarding such leave.

Any sick leave, vacation leave, compensatory leave, or approved sick bank leave, used by the employee to personally care for a family member who is covered under the guidelines of the Family and Medical Leave Act shall be counted towards the total leave permitted under that Act. Any such leave in excess of twelve (12) weeks in any 12-month period required by the

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employee to personally care for a family member who is covered under the guidelines of the Family and Medical Leave Act shall be subject to the sole approval of the City Manager. Understanding that the City is required by federal law to provide employees their rights under the FMLA, the employee shall be responsible for completing and returning FMLA paperwork when requested to do so by the City, as well as a Fitness for Duty form, when applicable. However, the employee shall not be required to exercise their rights under the FMLA unless otherwise required by the FMLA.

An employee may first use all accrued sick leave, then all accrued vacation leave, then all accrued compensatory leave, then any approved ~~or~~ sick bank leave, to personally care for a family member who is not covered under the guidelines of the Family and Medical Leave Act, subject to the advanced sole approval of the City Manager or designee.

It is further agreed and understood that if any misrepresentation is subsequently determined in relation to granting of such leave, the employee who has been granted that leave shall be dismissed immediately, as determined by the City Manager.

Section 8: A "Sick Bank" shall be established and shall be operated by the Union, with cooperation of the City except as stated in Section 8C of this Article.

A. Each month, as of the last day of each month, the City shall credit to the Sick Bank a dollar value equal to a sum equal to point zero five seven six nine (.05769) times the number of regular compensated hours, exclusive of overtime, paid during the month to each member of the bargaining unit. The regular base pay hourly rate used for the calculation shall be the regular base pay hourly rate in effect on the last day of the pay period immediately preceding the last day of the month. Credits to the-sick bank shall not be given on behalf of Short Shift members or for those members who are in "Sick Bank Sick Leave" or "Leave Without Pay Status"

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status. A "Sick Bank Status Report" shall be provided to the Bargaining Unit quarterly. An example of the calculation method is shown here:

<u>Employee</u>	<u>Hourly Rate</u>	<u>Calc Factor</u>	<u>Hours</u>	<u>Sick Bank Credit</u>
Doe, J.	6.7600	.05769	224.0	87.36
Brown, J.	9.2191	.05769	224.0	119.13
Jones, M.	10.1817	.05769	224.0	131.57
Smith, T.	11.1587	.05769	224.0	144.20

(Repeated for each member)

Total Credit to Sick Bank	482.26
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B. Sick Bank credits shall only be maintained for members currently employed with the Fire Department. When a member is no longer employed with the Fire Department, the value of the sick bank credits added based on the terminated member's employment, less sick bank credits used by the member, shall be removed from the sick bank.

B.C. Use of the Sick Bank is limited to those members who have first used all available sick leave, then all available vacation, and all available compensatory time.

~~C.D.~~ Any member of the bargaining unit is permitted to use the sick leave bank unless the member:

1. has abused sick leave as defined in Section 14 within the previous rolling twelve (12) month period. Time used for an FMLA qualifying event shall not be applicable for this subsection.; or
2. has used the sick bank within six (6) months of the date that the member again needs to use the sick bank.
 - a. The City Manager shall have the sole discretion to waive the time provisions of Section 8C-2 above.

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3. Has not submitted completed FMLA paperwork and a Fitness for Duty form when requested to do so by the City.

~~D.~~ E. During the period a member is in "Sick Bank Sick Leave" status, s/he shall not accrue vacation, or sick leave; however, s/he shall maintain and continue to accrue seniority as outlined in Article 43 of this Agreement.

~~E.~~ F. During the period a member is in "Sick Bank Sick Leave" status, the City shall continue to maintain her/his status in the Florida Retirement System as outlined in Article 23 of this Agreement.

~~F.~~ G. When a member uses the Sick Bank, the value withdrawn from the Sick Bank shall be equal to her/his rate of pay at the time s/he uses the Sick Bank. Subject to the limitations set forth above, and to Section 30-79 (previously Section 16-1/4-79) of the Code of the City of Margate a member may continue use of the Sick Bank until such time as a physician, approved by the Union, shall determine s/he is able to return to full duty; or that s/he shall not be able to return to full duty in the Fire Department.

Any sick leave, vacation leave, compensatory leave, or approved sick bank leave, used by the employee as a result of a serious health condition that renders the employee unable to perform her/his job shall be counted towards the total leave permitted under the FMLA ~~that Act~~; however, the cap of twelve (12) weeks in any 12-month period permitted under the FMLA ~~that Act~~ shall not apply to any member who is absent as a result of a serious health condition that renders the employee unable to perform her/his job and who uses that previously stated leave(s) to cover that absence.

Section 9: In the event of the death of an employee, that employee's heir(s) or, if none, the employee's estate shall be entitled to an immediate lump sum payment equal to the cash value of all unused sick available at the time of the employee's death, subject to the provisions of Section 13

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below. The cash value of said unused sick leave stated in this section shall be calculated based on the employee's hourly base rate of pay on the date of the employee's death.

Section 10: In the event that an employee becomes disabled, and said disability prevents the employee from continuing employment with the City pursuant both to this agreement and to Section 30-79 (previously Section 16-1/4-79) of the City Code, upon the termination of that employee, the employee shall be entitled to the cash value of all unused sick leave available on the date that the employee terminated employment with the City, subject to the provisions of Section 13 below. The cash value of said unused sick leave stated in this section shall be calculated based on the employee's hourly base rate of pay on the date that the employee became disabled.

Section 11: An employee who has at least five (5) years but less than ten (10) years of full-time service with the City and who resigns or retires in good standing, and said resignation/retirement is not the result of a disability, shall receive the cash value for sick hours accumulated pursuant to Section 1 of this Article in the following manner:

Number of accumulated hours multiplied by 25%, up to a maximum of either 2,496 hours (for "Long Shift" employees) or 2,080 hours (for "Short Shift" employees), multiplied by the per hour dollar value of the average of the employee's five highest hourly base rates. The hourly base rate is defined as the hourly rate earned not only on the effective date of resignation/retirement but also on each such calendar date for all previous years of employment. For purposes of calculating the hourly base rate, if the effective date of resignation/retirement is February 29, then the effective date of resignation/retirement for all non-leap years shall be February 28.

The above-stated pay out limitation shall not apply to a situation covered under either Section 9 or Section 10 of this Article.

The provisions of this section shall be made available only to those members employed by the City of Margate on the date of ratification of this collective bargaining agreement.

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Section 12: An employee who has at least ten (10) years of full-time service with the City and who resigns or retires in good standing, and said resignation/retirement is not the result of a disability, shall receive the cash value for sick hours accumulated pursuant to Section 1 of this article in the following manner:

Number of accumulated hours multiplied by 60%, up to a maximum of either 2,496 hours (for "Long Shift" employees) or 2,080 hours (for "short Shift" employees), multiplied by the per hour dollar value of the average of the employee's five highest hourly base rates, not only for the hourly base rate ~~only~~ on the effective date of resignation/retirement but also on each such calendar date for all previous years of employment. For purposes of calculating the hourly base rate, if the effective date of resignation/retirement is February 29, then the effective date of resignation/retirement for all non-leap years shall be February 28.

The above-stated pay out limitation shall not apply to a situation covered under either Section 9 or Section 10 of this article.

Section 13: In the event that the employee owes the City for used but not earned sick leave, and/or vacation leave, and for all monies which may be owed, the cash value of those monies shall be subtracted first from the cash value of the combined total number of accumulated sick leave and vacation leave hours prior to the pay out limitations as stated in Section 11 above and Article 13(10) of this agreement, and then from the cash value of available compensatory hours.

All cash values for unused sick leave, vacation leave, and compensatory time, as well as for sick leave and vacation leave, and all other time which may be owed by the employee to the City shall be calculated based on the employee's hourly base rate of pay on the effective date that the employee terminated employment with the City. The cash value of said unused sick leave shall then be combined with the cash value of unused vacation time and compensatory time, and then reduced by the cash value of all vacation time, sick leave, and all other monies owed by the

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employee to the City. All cash values for unused vacation time and compensatory time, as well as for vacation time, sick leave, and all other monies which may be owed by the employee to the City shall be calculated based on the employee's hourly rate of pay on the date that the employee terminated employment with the City.

Section 14: Effective beginning upon ratification of this Agreement, sick leave abuse shall be defined as:

- a. A pattern (defined as more than three occurrences in any fiscal year) of calling in sick on a day that the person previously requested to have off but whose request was denied, leaving work on sick leave prior to the end of an assigned shift on a day that the person previously requested to have off but whose request was denied, or using sick leave adjacent to either a scheduled vacation day or a previously approved day off (not including Kelly Days). Based upon extenuating circumstances, the City Manager or his/her designee may in his/her sole discretion waive one such occurrence per employee per fiscal year;
- b. Demonstrating a sick leave absence pattern of using sick leave hours as they are earned;
- c. Falsifying or knowingly omitting facts or truths regarding the illness or injury upon which a sick leave absence is based;
- d. Falsifying or knowingly omitting facts or truths regarding sick leave requests, reports, or documentation or supplemental information regarding such absence(s) submitted.

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ARTICLE 15 - LIGHT DUTY

Section 1: Any employee who, because of an injury or illness sustained off the job, is unable to perform all the duties of her/his job classification, but is willing and able to work, will ~~may~~ be eligible for light duty. The City Manager or designee may assign her/him to any classification in which s/he is physically and technically qualified. During the period of such assignment, s/he will not suffer any loss of pay or benefits. ~~The parties agree that voluntary light duty assignment may be terminated at any time by either the City or the employee without cause.~~

All light duty and its duration and continuation shall be at the total discretion of the City Manager or designee.

Section 2: Except as herein after provided, one year from the date of disability, if a member is unable to return to full duty as a firefighter, s/he shall be subject to Section 30-79 (previously Section 16-1/4-79) ~~section sixteen and one quarter seventy nine (16 1/4-79)~~ of the City code. If at any time prior to one year from the date of disability the City, Union and the employee agree that such member shall not be able to return to full duty as a firefighter, the City may at its discretion, terminate such member from duty as a firefighter providing the member receives equivalent benefits as if one year had elapsed.

Section 3: In accordance with the provisions of the Fair Labor Standards Act, management reserves the right to redefine the work period and exemption status for those members of the bargaining unit who are affected by the Light Duty provisions of this Article.

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ARTICLE 16 -DEPARTMENTAL STAFFING

Section 1:The City agrees it shall maintain a daily minimum present for duty Combat Force of twenty-four (24) State certified Firefighters. Upon request of the Union, the City agrees to enter impact bargaining with the Union for wages, hours, and terms and conditions of employment related to the staffing of any additional Fire stations.

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ARTICLE 17 - ~~MILEAGE ALLOWANCE~~ RESERVED

Section 1: ~~Employees authorized by the City Manager or his designee to use
their private automobiles for City business shall be compensated per City ordinance.~~

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ARTICLE 18 - HOURS OF WORK

Section 1: The Fire Department shall operate on two basic shifts, one which shall hereinafter be known as "The Long Shift", a twenty-four-hour period, commencing at 800 hours and ending at 0800 hours the next day; and the other hereinafter shall be known as "The Short Shift", either an eight (8) hour or a ten (10) hour period commencing and ending on the same day. For FLSA purposes, the City shall have the right to determine the work period for personnel assigned to both the Combat Force (Long Shift), and the Short Shift. The Parties agree that pursuant to established State of Florida collective bargaining laws, the Union reserves the right to bargain the impact of such changes if necessary.

Section 2: For those employees assigned to the Long Shift, a sleep period shall be scheduled during each shift. The sleep period shall be from 2200 hours to 0700 hours. It is agreed by the parties that such sleep period is subject to call to duty.

Section 3: Employees assigned to the Long Shift shall receive one (1) "Kelly Day" (defined to mean a day off on a day on which the employee would normally be scheduled to work) for each seven (7) shifts the employee is scheduled to work. Accomplishment of the Kelly Day program will be as follows:

1. A. Selection of specific Kelly Days shall be in accordance with the seniority criteria outlined in Article 43.

2. B. An employee will be scheduled for Kelly Days when her/his annual work/time-off schedule is composed.

Section 4: The Combat Force of the Fire Department shall be defined as those personnel assigned to the Fire Department who are regularly assigned to perform duty on the Long

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Shift. For purposes of this Article, members of the Combat Force will be scheduled for duty on a "one shift on, two shifts off" basis.

Section 5: Any employee who is "held-over" to work beyond her/his normal duty shift shall be compensated for such time as s/he is "held-over". Her/his rate of pay for such time shall be one and one-half times her/his normal hourly rate of pay.

Section 6: Employees working the Short Shift shall be entitled to a thirty (30) minute lunch period, during which time her/his activities shall not be restricted so as to preclude her/his personal use of such time, and two (2) fifteen (15) minute breaks per day. Because the provided lunch time is available for the personal use of the employee, such lunch time shall not be included as hours worked for the City of Margate.

Section 7: ~~A.~~ Division Chiefs working on the short shift shall be employed on a salaried basis and shall be responsible for job completion. In this regard, their hours shall be generally consistent with all other Fire Department employees working on the short shift. However, Division Chiefs' hours shall be flexible in keeping with the needs of the Fire Department and of job completion of the Division Chiefs' particular task. Division Chiefs may come to work and leave their assigned stations at times differing than the shift as provided for under Section 6 in the discretion of the Fire Chief.

~~B. Either party may, upon ten (10) working days notice, reopen this section relating only to hours of work for Division Chiefs' one time during the remaining term of this contract.~~

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ARTICLE 19 - RULES AND REGULATIONS

Section 1: The Union agrees that its members shall comply with all Fire Department Rules and Regulations, including those related to work and work performance. The employer agrees that the departmental Rules and Regulations which are the subject of any of the articles in this contract shall be subject to the grievance procedure in their application.

Section 2: The Rules and Regulations in effect on the date of the ratification of this Agreement shall be part of this Agreement. Changes or new rules and regulations shall be placed in effect by the Fire Chief with notice to the officers and members of the unit ten (10) working days prior to the new or amended regulations going into effect. During the ten (10) working days prior to the effective date, unit members shall be permitted input to the Fire Chief regarding the changes or new rules and regulations. Should there be no agreement between the Union and the Fire Chief after the Union input has been considered, then any disagreement in the promulgation of the rules shall be finally decided by the City Manager. This shall not foreclose the Union's right to challenge any rule or regulation which is contrary to a specific provision of this Contract.

Section 3: Rules and Regulations shall be posted on the server, including any and all amendments thereto; provided City shall not be responsible to see that same remains posted. Each new employee of the department shall receive a disk of Rules and Regulations; thereafter, each employee shall receive a copy of all amendments to the Rules and Regulations.

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ARTICLE 20-IMMUNIZATIONS

Section 1: The City shall provide at no cost to the employee the vaccination for immunization against Hepatitis B as decreed by the State of Florida. In addition, the City shall provide at the employee's request an annual Tuberculosis PPD (Purified Protein Derivative) test.

Section 2: The parties agree to reopen this Article should vaccinations for immunization against other communicable diseases become available.

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HEPATITIS B INOCULATION ACKNOWLEDGMENT

By my signature below, I acknowledge that:

I have been advised by the City of Margate via either printed materials, a seminar, and/or verbal discussion of the potential risks posed by the Hepatitis B disease to me in the performance of my duties as a City employee;

I am aware that the City has offered to provide, at no cost to me, a Hepatitis **B** inoculation;

I have discussed any concerns I may have regarding that inoculation with the medical provider of my choice; and,

If I elect to reject the City's offer to provide me with the Hepatitis B inoculation at this time, I may later elect to accept said offer without penalty or loss of any part of this benefit.

I (circle your choice) ACCEPT / REJECT the City's offer to provide me with the Hepatitis B inoculation.

PRINT NAME

Signature

Date

ARTICLE 21 - PERSONNEL REDUCTION

In the event of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work, nor shall the position be replaced by a volunteer. (Excepted are conflicting provisions of contracts to serve surrounding communities.)

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ARTICLE 22 - BEREAVEMENT

Section 1: In the event of a death in the immediate family of an employee, employees working on the Long Shift shall be one (1) shift off with pay and no loss of benefits. Those employees working on the Short Shift shall be granted three (3) consecutive shifts off with pay and no loss of benefits. Additional time may be taken as vacation leave, at the discretion of the Fire Chief.

Section 2: The immediate family shall be defined as the member's spouse, and child(ren) and the member's or the member's spouse's mother, father, brother, sister, grandparents and grandchildren).

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ARTICLE 23 - FIREFIGHTERS ~~PENSION AND~~ RETIREMENT PLAN

Section 1: All employees in the bargaining unit shall be covered by the Florida State Retirement System ~~pension program~~ as provided by Florida law.

~~Section 2: The Florida Legislature revised the Florida Retirement System to include a retirement option for all eligible members, and those revisions directly affect bargaining unit members. The City of Margate and the Local 3080, Metro Broward Professional Fire Fighters, International Association of Fire Fighters, agree that each member shall be permitted to participate in the DROP pursuant to State Statutes.~~

Section 2 3: Each member who participates in the Florida State Retirement System DROP program shall be permitted to sell back to the City up to 500 hours of the member's accumulated annual leave at the member's base hourly rate of pay on the day that the member enters DROP. See Attachment.

Section 3 4: Each member shall designate, in writing, to the Human Resources Director, the actual number of annual leave hours the member desires to sell back to the City.

Section 4 5: Each member shall submit the written designation of annual leave hours to be sold back to the City with member's DROP application paperwork, and pursuant to DROP regulations regarding disability benefits, the provisions of Article 13, Section 9 and Article 14, Section 10, shall not apply to any member who has entered DROP.

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ATTACHMENT

Payment at time of DROP or Retirement:

A maximum of 500 annual leave hours will be reported to FRS to be used in FRS calculation of employee's average final compensation (AFC). The following illustrates the reconciliation between short shift and long shift employees:

Employee #1 (Short Shift)

Annual Salary	\$50,000
Hourly Rate	\$24.0385
	<u>x 500</u> Hours
	\$12,019

Employee #2 (Long Shift)

Annual Salary	\$50,000
Hourly Rate	\$20.0320
	<u>X600</u> Hours
	\$12,019

City of Margate maximum payout on annual leave hours:

Short Shift Employee: 660 Hours x \$24.0385	\$13,462
Long Shift Employee: 792 Hours x \$20.0320	\$13,462

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ARTICLE 24 - UNION CHARTER

The parties agree that the Union shall be permitted to hang its Union Charter and awards in the lobby of the central fire station. Such awards shall be limited to those awards given for participation in fundraising activities, outstanding service, or firematics, with the approval of the Fire Chief, as space permits.

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ARTICLE 25 - ACADEMIC LIBRARY

The City agrees that it shall contribute one hundred fifty dollars (\$150.00) each year of this contract for the purpose of obtaining books and magazines on firefighting, fire science, E.M.T., or related topics. The bargaining unit shall make known its choice for the purchase of books and magazines. Books and magazines purchased by the City shall remain the property of the City of Margate. Additional money may be expended for job-related books and magazines with approval of City Manager.

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ARTICLE 26 - BULLETIN BOARDS

Section 1: It is agreed that the City shall furnish a bulletin board at each fire station to be used by the Union for the posting of notices, announcements, and the like. The bulletin board shall be 24" x 36" in size.

Section 2: The authorized bulletin board for I.A.F.F. use may be used for posting official notices and each notice or document thereon shall be signed by an officer of the I.A.F.F. on whose authority said notice or document is posted.

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ARTICLE 27 - GENERAL LIVING CONDITIONS FOR STATIONS

The City agrees to provide sufficient furnishings and household supplies to maintain decent living conditions in the Fire Stations.

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ARTICLE 28 – INSURANCE AND INDEMNIFICATION

Section 1: The City shall defend and hold harmless any member of the bargaining unit sued as a result of the performance of any function of her/his duties while in the course and scope of her/his employment or as a result of any accident involving City equipment used in the course and scope of employment unless a member has acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety and property. No employee shall be required to provide her/his own vehicle's operator insurance while operating City equipment.

Section 2: The parties agree that in the event any employee within the unit has her/his driver's license suspended, then the employee shall be automatically suspended from work, without pay and without hearing, unless determined otherwise by the City Manager, until such time as the employee obtains a valid State of Florida driver's license. The employee shall provide immediate notification to the administration when she/he is notified by the State that her/his driver's license is suspended or revoked. The parties also agree that such time period shall not exceed ninety (90) days. Where such time period does exceed ninety (90) days, the employee shall be automatically terminated from her/his position.

Section 3: The City shall not be responsible for any punitive or exemplary damages awarded against any employee of the bargaining unit.

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ARTICLE 29-HEALTH AND LIFE INSURANCE

Section 1: The City shall make available single and dependent group health insurance (including accidental death and dismemberment coverage), and single and dependent life insurance to all members.

- A. The premium rate cost that shall be paid by a member for coverage under the City's current group health plan options shall be as outlined in Attachment A of this agreement.
- B. The City shall be responsible for determining: the base premium cost of providing health insurance and life insurance coverage; the program benefits and the related costs to provide those benefits; and the amount of any applicable health care related surcharge.
- C. The City shall attempt to make available to the member ~~three plan options: an exclusive Provider Organization (EPO) Plan, Preferred Provider Organization (PPO) option, and a Health Maintenance Organization (HMO) Plan~~ as many plan options as practicable.

The parties acknowledge that health plans may be sponsored by outside agencies who may at any time in the future withdraw their sponsorship of such plans without recourse by the City.

- 1. In the event that an outside agency withdraws sponsorship of a plan, the City shall attempt to locate another outside agency to provide a similar plan with similar benefit at a similar cost.
- 2. An employee who is covered under a plan whose sponsorship has been withdrawn shall have the right to select coverage from any other City health plan option. The employee shall pay the related costs of that plan option.

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Section 2: At the discretion of the City Manager, subject to the above stated coverages, other optional types of health and life insurance coverage may be offered on either a no employee cost, shared cost, or full employee cost basis.

Section 3: A member who is on leave without pay status shall be solely responsible for the full monthly premium cost(s) of all insurance coverage enjoyed by the member.

Section 4: In accordance with and pursuant to Florida Statute 112.0801(1), the City shall offer to a retiring member (defined as a regular full-time employee who terminates employment with the City and who immediately begins participation in the Florida Retirement System either by receiving either monthly retirement benefit payments or by receiving a full or a partial distribution of funds from the FRS Investment Plan) a onetime opportunity to participate in the City's employee group health and life insurance program. Retirees must satisfy their obligation to enroll in the appropriate Medicare plan at the age designated by federal law.

The one-time opportunity to participate applies to both individual and also eligible dependent health insurance coverage.

A retiring member who rejects that initial opportunity to continue to participate in the City's employee group health and life insurance program shall not be entitled to receive another opportunity to renew her/his participation in that program at any time in the future.

A. The coverage under the City of Margate employee group health insurance plan provided pursuant to Section 4 above shall be supplemental and/or secondary to coverage under any and all other health insurance plan or program that is provided to or carried by the retiring member from any other source.

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B. The benefit provided for in Section 4 above shall be reduced by any health insurance benefit and/or any health insurance premium offset and/or any type of co-payment from any other source that is provided to or carried by the retiring member.

C. It is unlawful for a person to willfully or knowingly make, or cause to be made, or to assist, conspire with, or urge another to make or cause to be made, any false fraudulent, or misleading oral or written statement to obtain health insurance coverage provided under this section. A person who violates this sub-section commits a misdemeanor of the first degree, punishable as provided by Florida Statutes.

1. In addition to any applicable criminal penalty, upon conviction for a violation described in Section 4-C above, the person(s) who receives or seeks to receive health insurance benefits under this section shall forever forfeit the right to receive such health insurance benefits, and shall reimburse the City for all benefits paid due to the fraud or other prohibited activity. For purposes of this section, "conviction" shall mean a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

D. The premium rate cost that shall be paid by an individual who is eligible for the benefit provided for in this section shall be as stated in Attachment A of this article.

Section 5: An employee who leaves the employ of the City and who is ineligible for health and life insurance coverage as a retiree member not only pursuant to and in accordance with applicable Florida Statutes but also in accordance with Section 4 above may be eligible for continued health benefits subject to the conditions stated in the federal law known as COBRA.

The premium cost to the individual for the coverage provided by the federal law known as COBRA shall be determined by the City.

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ATTACHMENT A

The health insurance premium cost shall be effective January 1, 2015 and shall be as follows:

For employees, per pay period:

\$64.23 for single coverage under the HMO Lo (or comparable) Plan

\$93.85 for single coverage under the HMO Hi (or comparable) Plan

\$101.54 for single coverage under the PPO (or comparable) Plan

\$116.15 for dependent coverage under the HMO Lo (or comparable) Plan

\$178.08 for dependent coverage under the HMO Hi (or comparable) Plan

\$193.46 for dependent coverage under the PPO (or comparable) Plan

For retirees, per month:

\$491.30 for single coverage under the HMO Lo (or comparable) Plan

\$567.26 for single coverage under the PPO (or comparable) Plan

\$608.27 for single coverage under the HMO Hi (or comparable) Plan

\$635.00 for dependent coverage under the HMO Lo (or comparable) Plan

\$640.00 for dependent coverage under the PPO (or comparable) Plan

\$650.00 for dependent coverage under the HMO Hi (or comparable) Plan

~~\$ 55/pay period for single coverage under the HMO (or equivalent) Plan \$100/pay
period for dependent coverage under the HMO (or equivalent) Plan~~

~~\$ 80/pay period for single coverage under the EPO (or equivalent) Plan~~

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~~\$155/pay period for dependent coverage under the EPO (or equivalent) Plan~~

~~\$ 90/pay period for single coverage under the PPO (or equivalent) Plan~~

~~\$ 175/pay period for dependent coverage under the PPO (or equivalent) Plan.~~

~~The monthly premium cost to the member for coverage provided under Article 29 Section 4 shall~~

~~be \$600 per month.~~

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ARTICLE 30-LIFE INSURANCE

Section 1: The City agrees that it shall provide life insurance in the amount of \$35,000 per employee within the unit. Said insurance shall apply to all employees in the bargaining unit whether on or off the job.

Section 2: In the event of the death of an employee, if said death results from an injury arising out of or in the course of employment as determined pursuant to Chapter 440 of the Florida Statutes, said employee's spouse, children, or other designated beneficiary, shall receive two (2) year's salary from the City. Payment shall be made in the following manner: One (1) year's salary within thirty (30) days of the employee's death, and the second year's salary within twelve (12) months of the first installment.

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ARTICLE 31-MEDICAL EXAMINATIONS

Section 1: The City agrees to provide an annual physical examination for employees at no cost to the employees. Results of any such examination ~~are agreed by the parties to be public record and open to the inspection of those persons who may avail themselves of this right, pursuant shall be protected to the extent of~~ to the laws of the State of Florida, ~~requiring determining if~~ such records are to be public. ~~The City agrees that in the future in the event it is determined that these items are not public record, then the City shall exercise its option in favor of closing these records to the public. Results provided to the City by the physician designated by the City , who shall use NFPA 1582, shall designate only whether the employee is fit for duty.~~

The examination will include:

EYES: VISION:	Right, Left; Color Perception
EARS: HEARING:	Right, Left; External Eardrum
NOSE & SINUSES:	Deformity; Obstruction; Chronic Infection
THROAT:	Enlarged Tonsils; Chronic Infection
NECK:	Thyroid Enlargement; Adenopathy
THORAX:	Inadequate Expansion; Deformity Chest X-ray
HEART:	Enlargement; Arrhythmia; Murmurs; Blood
LUNGS:	Rales; Dullness; Chronic Infection, <u>Pulmonary Function</u>
ABDOMEN:	Organ Enlargement; Hernia; Ventral; 1n2uinal
GENITALIA:	Phimosis; Hydrocele; Varicocele
RECTUM & ANUS:	Hemorrhoids; Fissure; Fistuls; Pilonidal
EXTREMITIES:	Deformity; Loss of Parts; Limitation of
SKIN:	Disfiguring Defects of Scars; Infection
NERVOUS & MENTAL:	Vasomotor Instability; Mental or Neurological Defect

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URINALYSIS: Sugar; Albumin

BLOOD TEST: Executive Profile SMA24

A. A CEA test shall be made available to each employee as part of the annual physical examination. The City shall pay 50% of the cost charged to the City; the employee is solely responsible for the remaining 50%, with that amount to be paid at the time the CEA test is administered. The portion of the physical examination that consists of the prostate, vaginal, and internal rectal examination, shall be optional to the member, with the approval of the physician. However, in such situations, the member shall sign a waiver form and submit that form to Fire Administration for processing.

Section 2: Upon the recommendation of the City Manager or designee, an employee may be required to take a physical, psychological or psychiatric examination. Such examination shall not in any way be used in the form of a punishment or harassment of the employee. Any employee who is to be examined shall authorize the release of the results (defined as determination by the examining doctor(s) of fitness or unfitness for duty) of said examination to the administration of the City.

Section 3: Psychiatric or psychological examinations pursuant to this Article may be administered only a psychiatrist or psychologist selected in the following manner:

- ~~1.~~ A. The City and Union shall establish a board of psychologists and/or psychiatrists each year to be used in the event an employee is required under this Article to have an examination. ~~(See ATTACHMENT A.)~~
- ~~2.~~ B. The City and Union shall select three (3) psychologists and/or psychiatrists each. ~~(See ATTACHMENT A.)~~
- ~~3.~~ C. In the event two (2) psychologists and/or psychiatrists are dropped from the list, a new list will be established within thirty (30) days.

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4. D. The City and the Union shall pay equally for the psychologist or psychiatrist named above in Item 2.

E. The list of provider names indicated in this Section shall be provided by both the Union and the City, and maintained by the Human Resources Department.

Section 4: In the event an employee does not receive satisfactory results from an examination and the results demonstrate that the employee cannot perform her/his full job requirements, then said employee shall be subject to Article 36 of this agreement and Section 30-79 (previously Section 16 ¼-79 of the City's Code of Ordinances..

Section 5: An employee may get an eye examination with the approval of the Fire Chief. If denied the employee may request review by the City Manager or her/his designee. For approved examination, the City will reimburse the employee for such examination to a maximum of Seventy-five Dollars (\$75.00). If determined that the employee needs glasses for the satisfactory performance for her/his job, the City will reimburse the employee to a maximum of One Hundred Dollars (\$100.00).

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ATTACHMENT A

City of Margate List of three ~~(3)~~ doctors for IAFF:

1. ~~Dr. Donna F. Davies~~
~~2650 West State Road 84, Suite 103 Fort Lauderdale, FL 33312 (954) 581-~~
~~7348~~

~~398 West Camino Gardens Boulevard, Suite 210 Boca Raton, FL 33486~~
~~(561) 391-9994~~
- 2, ~~Benjamin Barnea, M.D.~~
~~1801 University Drive Coral Springs, FL 33071~~
~~(954) 341-8100~~
3. ~~Sandy Bernstein, Ph.D.~~
~~6499 Powerline Road~~
~~Fort Lauderdale, FL 33309~~
~~(954) 772-6677~~

/s/

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ARTICLE 32 - SAFETY AND HEALTH PROGRAM

Section 1: It is the desire of the Employer and the Union to maintain standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, deaths, injuries and illness in the fire/rescue service.

Section 2: Protective devices, wearing apparel and other equipment necessary to properly protect firefighters shall be provided by the City.

Section 3: The City and the Union shall each appoint three (3) members to the Safety and Health Committee. This committee will meet annually or as requested by either party to discuss Safety and Health conditions.

Section 4: This Committee will be guided, but not limited to, the following principles:

- A. Make immediate and detailed investigation into each accident, death or injury to determine the fundamental cause(s).
- B. Develop data to indicate accident sources and injury rates.
Develop uniform reporting procedures.
- C. Make recommendations regarding conditions or unsafe work methods, including training procedures.
- D. Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of fire fighting.
- E. Promote safety and first aid training for Committee members and firefighters.
- F. Participate in advertising safety and in selling the safety program to the employees through department meetings.

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Section 5: In line with the goals listed above, the Committee shall make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.

Section 6: All safety recommendations which are not taken care of within a reasonable period of time shall be presented directly to the City Manager for his review and consideration.

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ARTICLE 33 - GRIEVANCE PROCEDURE

Section 1: A. The purpose of the grievance procedure shall be to settle all grievances between the City and the Union which involve this contract as quickly as possible at the lowest level so as to insure effectiveness and promote employee morale. The definition of a grievance shall be a complaint or misunderstanding regarding any matter, which is the subject of this agreement, its application or interpretation.

 B. The following grievance procedure shall be followed: Aggrieved employee has the right to have a Union representative present at all steps of the grievance procedure.

STEP 1. An aggrieved employee shall discuss a grievance with her/his assigned captain within seven (7) calendar days of the occurrence or the knowledge giving rise to the grievance. Said captain shall, within her/his scope of authority, resolve the matter and respond in writing or orally (if oral, the captain must provide a written statement to management of her/his response) to the employee presenting the grievance within seven (7) calendar days. At the option of the grievant, the employee may proceed to Step 2.

STEP 2. The aggrieved employee shall submit in writing through a Union official the complaint or grievance to her/his assigned Battalion/Division Chief within seven (7) calendar days of the receipt of the reply from her/his immediate Captain (or Battalion/Division Chief if the grievant is a Captain).

 A Union officer shall initial said grievance. At this step the Union Executive Board shall review each grievance and shall opine whether said grievance is a valid/invalid grievance in accordance with the terms of this collective bargaining agreement. For each grievance, specific facts and specific portions of articles shall be cited in any written grievance. The application of the facts of each grievance to each

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portion of the contract article shall be stated specifically. Any written grievance not complying with the above shall be deemed abandoned at the Step 2 level. The Battalion/Division Chief shall respond to the employee in writing within seven (7) calendar days. At the option of the grievant, the employee may proceed to Step 3 if the Executive Board of the Union opines that the grievance is valid. The Executive Board of the Union may initiate a class grievance at this step (Step 2).

STEP 3. The aggrieved employee may submit said grievance to the Fire Chief within seven (7) calendar days of the receipt of the reply from her/his Battalion/Division Chief. The Chief shall respond to the aggrieved employee in writing within seven (7) calendar days. At the option of the grievant, the employee may proceed to STEP 4.

STEP 4: The aggrieved employee may submit said grievance to the City Manager within seven (7) calendar days of the receipt of the reply from the Fire Chief. The City Manager shall respond to the aggrieved employee in writing within fourteen (14) calendar days. At the option of the grievant, the employee may proceed to STEP 5.

STEP 5. Arbitration: The Union may request arbitration in writing to the American Arbitration Association no later than fourteen (14) calendar days after the response of the City Manager. An arbitrator shall be chosen by obtaining seven (7) random names from the American Arbitration Association, and the City and Union shall each alternately strike a name from the list until one name remains. A coin toss shall determine whether the City or Union strikes a name first. At the arbitration hearing the aggrieved employee shall be accompanied by her/his Union representative and such additional Union representatives as required by the arbitrator. The arbitrator shall have access to all written documents and statements pertaining to the appeal of the grievance. The arbitrator shall render his decision no later than thirty (30) calendar days after the conclusion of the final hearing. Copies of the findings of the arbitrator made in accordance with the jurisdictional authority

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under this Agreement shall be furnished to both parties and shall be final and binding on both parties.

Upon mutual agreement of both parties, expedited arbitration may be requested of the American Arbitration Association.

Appointment of Arbitrator: The arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the Rules established by the American Arbitration Association.

Powers of the Arbitrator: The Arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented and shall confine her/his decisions solely to the interpretation or application of the agreement. The Arbitrator shall not have authority to determine any other issues not submitted to him.

Should the Arbitrator violate the preceding, his award shall be considered ultra vires and contrary to this Agreement. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinions and conclusions on the issues submitted. Should either party request a court reporter, attendance shall be borne by the requesting party. However, if the opposite party orders a transcript, the cost of the attendance of the court reporter shall be borne by both parties equally. Transcripts ordered shall be paid by the party ordering said transcripts, except that if the Arbitrator requests a copy of a transcript, the cost of the Arbitrator's copy shall be borne equally by the parties.

Should any grievance not be initiated or advanced on a timely basis as provided by this Article, it shall be determined resolved as if an Arbitrator had dismissed same.

If management does not respond within the time framework as set-forth in the steps of the grievance procedure, said grievance shall automatically go to the next step of the grievance procedure.

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Should any employee initiate a procedure under the Civil Service Rules of the City, s/he shall be foreclosed from using the above grievance procedure.

For purposes of this Article, a calendar day shall end at 5 p.m. on any business day. Any time limits which would expire on a weekend or holiday (as recognized by the City of Margate) shall be automatically extended until 5 p.m. the next business day.

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ARTICLE 34 - DURATION OF CONTRACT

Section 1: ~~Excluding the provisions of Articles 29 of this contract, the remaining Articles shall extend from October 1, 2010 through September 30, 2013. The parties agree to re-open for Article 29, on or before March 1, 2012. This agreement shall be in full force and effect from October 1, 2013 thru September 30, 2016. The parties agree to reopen one time during the duration of this agreement, Article 29 – Health and Life Insurance.~~

Section 2: The following procedure shall constitute the correct method for negotiation: Either party may submit written notice as to the need for collective bargaining no later than April 1, ~~2013~~ 2016. The Union shall submit the proposed changes that it wishes to negotiate either in the initial notice of negotiations or at the first meeting. It shall be the obligation of both parties to meet and confer within ten (10) days after the receipt of written notice of the request for a meeting for collective bargaining purposes unless this time limit is extended by mutual consent.

Section 3: The City shall provide one electronic copy and one hard copy of a fully executed collective bargaining agreement to the Union.

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ARTICLE 35 - ACADEMIC INCENTIVE

Section 1: Because it is desirable that members of the bargaining unit further their education, the City endorses the principles of job-related training and will make reasonable efforts to schedule such training.

Section 2: The City agrees to pay the cost of tuition, books, examination and licenses for all courses and seminars and/or expenses pertaining to emergency medical training, fire science or other job-related course, subject to qualifications and procedures set forth herein. Tuition or other fees shall be reimbursed as follows:

- 1) A. up to \$2,000 per person;
- 2) B. The City's total obligation under this Article shall not exceed \$30,000 per fiscal year.
- 3) C. If any of the prior earmarked funds provided in ~~2)~~ Section 2-B above are remaining on September 1st of each year, said funds shall be made available for re-submittals at the public university rate, for those individuals in which earmarked funds for more than \$2,000, had been previously approved by the Chief, but not received. This shall be on a first-come-first-served basis, but only for up to \$2,000 additional per individual.

The City will consider going beyond the \$30,000 cap on a case-by-case basis. These funds shall be administered on a first-come, first-served basis upon presentation of registration documents to the Fire Chief.

Section 3: To be eligible for the benefits of this Article, the employee must have completed his or her probationary period and must have obtained a passing grade of "C" or better. A passing grade of "C" shall receive 75% reimbursement; a passing grade of "B" or better shall receive 100%.

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Section 4: Any employee who earns an A.S. degree in fire science or emergency medical services shall receive a supplemental dollar amount equivalent to the amount paid by the State of Florida for the same degree.

Section 5: The parties agree to the occasional need for time off from duty for related educational requirements. The establishment of an Educational Hours Bank will facilitate unhampered attainment of higher educational goals. The City and the individual member seeking time off from duty will donate matching hours to the Bank prior to commencement of classes, with approval of the Fire Chief. The individual member will arrange coverage for time off with another similarly qualified member. The City agrees to compensate the member performing coverage in compensatory hours equivalent to one times her/his normal hourly rate.

Section 6: The parties agree to the use of the Educational Hours Bank form (~~Attachment 1, Page 35-4~~) for all transactions relating to this Article.

Section 7: The parties agree to a total City donation of up to 200 hours per fiscal year to the Education Hours Bank (EHB). The Union agrees to coordinate all time exchanges and withdrawals from the EHB with the Fire Chief or designee.

Section 8: Battalion Chiefs shall be responsible for maintaining all certifications which they hold. All time devoted to training/education shall be during duty hours unless approved by the Fire Chief. The City shall authorize straight compensation time for actual hours in training/education for any time necessary for training/education on off-duty hours. However, when a shift Battalion Chief who is on training/education works less hours than the hours that said Battalion Chief would normally be scheduled to work, the difference between the hours actually worked (in training/education) and the hours scheduled for work shall be deducted from accrued time for said Battalion Chief in annual leave, holiday leave or compensation time.

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(Form 35-1 ehb 1/94)

EDUCATION HOURS BANK (EHB)

EMPLOYEE INFORMATION:

Name _____ Date _____

Date of Hire _____ Rank _____

=====

COURSE INFORMATION:

<u>DATE</u>	<u>COURSE TIMES</u>	<u>TOTAL HOURS</u>	<u>COVERAGE SIGNATURE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SEMESTER HOURS NEEDED _____

=====

AGREEMENT: I, _____, hereby agree to all of the TERMS and CONDITIONS of the Collective Bargaining Agreement and the Rules and Regulations with regard to the use of the Education Hours Bank. I also agree that I am responsible for the compliance of any mutually arranged coverage subject to the approval of the Fire Chief or designee.

SIGNATURE _____

=====

APPROVAL:

UNION REPRESENTATIVE / DATE

FIRE DEPARTMENT REPRESENTATIVE / DATE

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ARTICLE 36 - JOB RELATED INJURY AND ILLNESS

Section 1: A member who suffers an on-the-job injury or illness shall follow established City guidelines and State statutes both for reporting and for seeking medical treatment for any such injury or illness.

A member who is away from the job as a result of suffering a job-related injury or illness shall be required to apply for workers' compensation benefits pursuant to the guidelines of Chapter 440 of the Florida Statutes.

Section 2: Leave away from the job while on compensable job-related disability injury or illness shall not be charged against the member's sick leave.

Section 3: A member who is absent from work as a result of suffering an on-the-job injury or illness that is compensable pursuant to Florida Statute 440 shall be paid by the City the difference between the wage loss benefits mandated by Florida Statute 440.15 and the employee's regular salary on a net-to-net basis.

Section 4: Except as otherwise provided in this Article if on one (1) year from date that the member suffered the on-the-job injury or illness the member is unable to perform substantially all of the duties called for in the member's job description as a result of that injury/illness, then the member shall be subject to Section 30-79 (previously Section 16-1/4-79) ~~Section Sixteen and one-quarter dash seventy-nine (16 & 1/4-79)~~ of the City Code.

If at any time prior to one (1) year from the above stated date the City, the IAFF, and the employee agree that such member shall not be able to substantially perform all of the duties called for in the member's job description, the City may at its discretion, terminate such member from employment providing the member receives equivalent benefits as if one (1) year had elapsed.

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Section 5: The City shall pay two (2) full years of compensation to the designated beneficiary (ies) of a member who dies as a result of any injury arising out of or in the course of employment as determined pursuant to chapter 440 of the Florida Statutes. For purposes of this section, compensation shall be defined as the annual base salary earned by the member on the date of the member's death.

A. The member shall designate her/his beneficiary (ies) only by completing a City-provided form. The member shall be solely responsible for personally hand-delivering the completed form to a staff member of the City of Margate Human Resources Department.

The member may change her/his designated beneficiary (ies) at any time but only if the member complies with the provisions of Section 5-A of this article.

B. The City shall pay said benefit in two installments. The first installment shall be paid no later than thirty days of the date of the member's death; the second installment shall be paid in the twelfth month following the payment of the first installment. The City shall deduct applicable mandatory federal deductions from each installment payment.

In the event that there is more than one designated beneficiary, then the value of the said benefit to be paid by the City shall be split as equally as possible among the designated beneficiaries.

C. In the event that the member owes the City for used but not earned vacation leave and/or sick leave and/or for any other type of leave and/or for any monies owed by the member, then the cash value of said leave and/or monies shall be subtracted

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first from the cash value of all accumulated sick leave hours prior to the payout limitations stated in the Sick Leave Article of this Agreement; then from the cash value of all accumulated vacation leave hours prior to the payout limitations stated in the Vacation Leave Article of this Agreement; then from the cash value of all accumulated compensatory leave hours; and then from the value of the first installment payment of the benefit stated in this section.

The cash value of any monies which may be owed by the member shall be calculated based on the member's hourly base rate of pay on the effective date the member terminated employment with the City.

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JOB RELATED INJURY AND ILLNESS

DESIGNATED BENEFICIARY FORM

PRINTED Name of Employee: _____

PRINT FULL NAME of your designated beneficiary(ies) on the line(s) below.

By my signature below, I understand and acknowledge that:

I shall designate my beneficiary (ies) only by completing this form;

it is totally my responsibility to personally hand-deliver this completed form to a staff member of the City of Margate Human Resources Department;

I may change or add to the above designated beneficiary (ies) at any time but only if I complete another such form and also only when I personally hand-deliver that completed form to a staff member of the City of Margate Human Resources Department; and I am solely and totally responsible for keeping a record of whom I designate as my beneficiary(ies).

Signature of Employee: _____

Date You Signed This Form: _____

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ARTICLE 37 - SWAP TIME

Section 1: Employees shall have the right to swap shifts or any portion thereof with the approval of the employee's immediate officer and the Battalion Chief. Said request shall be submitted one (1) shift in advance and shall not be unreasonably withheld. The requirement of one (1) shift in advance may be waived by the Chief or designated representative.

Section 2: The employee will be notified in writing as to the reasons for any denial of exchange time.

Section 3: All shifts "swapped" must be repaid in accordance with the Fair Labor Standards Act; however, repayment shall be within eleven (11) months after the date the swap has occurred. In the event that repayment is not completed within the prescribed period, ~~management~~ the Fire Chief or designee shall have the right to direct and schedule repayment. No more than 288 hours of total outstanding swaps will be allowed, at any one time. Repayment must be made by the employee(s) to those they swapped with to reduce the total swaps outstanding below the 288 hour limit before additional swaps are authorized.

Section 4: All Kelly Days swapped shall be repaid prior to another Kelly Day swap. Exception: With the approval of the Fire Chief, a second Kelly Day may be swapped.

Section 5: An employee member ~~member~~ who calls in sick on a swap shall lose the privilege of swapping for six months unless an exception is as provided ~~for~~ at the discretion of the City Manager or her/his designee. If an employee is not able to work a repayment swap due to an injury, illness, last minute emergency, or other reason, the appropriate category of leave time shall be deducted for that employee.

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ARTICLE 38 - ~~INDEMNIFICATION~~ RESERVED

Section 1: ~~———— The City agrees to defend and hold harmless any employee of the bargaining unit sued as a result of the performance of any function of her/his duties while in the course and scope of her/his employment.~~

Section 2: ~~———— This shall not include any acts or omissions done in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety and property.~~

Section 3: ~~———— The City shall not be responsible for any punitive or exemplary damages awarded against any employee of the bargaining unit.~~

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ARTICLE 39 - ADDITIONAL INSURANCE BENEFITS

Section 1: The City agrees to provide the additional insurance benefits listed below for each covered member at no cost to that member:

Long Term Disability Insurance coverage, ~~which~~ shall be administered solely by the Union. The City shall reimburse the Union directly for the cost of that plan on a ~~monthly~~ quarterly basis;

Catastrophe~~ic~~ Major Medical coverage ~~which~~ shall be administered solely by the Union. The City shall reimburse the Union directly for the cost of that plan on a ~~monthly~~ quarterly basis.

Section 2: The City and the Union shall immediately meet to reopen discussions of this Article if:

- ~~1.~~ A. the combined total annual cost of the above insurance benefits exceeds thirty-six thousand dollars (\$36,000) or,
- ~~2.~~ B. if there is any change of whatsoever nature in either of the above provided insurance benefits.
- ~~3.~~ C. Billings will be submitted to the City quarterly.

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ARTICLE 40 - UNIFORMS

Section 1: For the purposes of this Article, the uniform is defined as:

One class A dress shirt

One class A dress pant

Five work t-shirts

Three class B dress shirts

Three Work pants

One work belt

One pair of shoes

One sweatshirt

One baseball cap

Badge, collar brass and name plate

The City shall provide the first uniform issued to a bargaining unit member.

Section 2: The City shall at no cost to the employee replace a uniform item that is damaged by any act other than an act of employee carelessness or negligence.

Section 3: Upon completion of twelve months service, a bargaining unit member shall receive a uniform allowance of two hundred seventy-five dollars (\$275.00) on the first pay date of June, and two hundred seventy-five dollars (\$275.00) on the first pay date of December.

Section 4: To ensure a neat, presentable and professional appearance, a member shall replace his/her uniforms at a minimum of every other year, subject to inspection by the Fire Chief or designee. The City reserves the right to take appropriate measures to effect said replacement.

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ARTICLE 41 - PROMOTION

Section 1: The City shall insure that reference material for all promotional examinations shall be made known upon announcements of said examinations. Announcements of promotional examinations shall be posted in each fire station in accordance with Civil Service rules.

Section 2: As a prerequisite to promotion in rank, a bargaining unit member shall be required to successfully pass a ~~physical examination (consisting of all tests on Attachment 1 of this Article) accomplished by such physician(s) as the City may designate. The member shall not be required to pay for such physical examination or any tests attendant thereto. The physical examination shall include~~ a drug test, which shall consist of a urine analysis as follows:

A. An initial screening of an E.M.I.T. test (enzyme multiplied immunoassay technique);

B. If the result of the above test is positive, the same sample provided by the unit member shall be required to take a gc/ms test (gas chromatography/mass spectrometry).

C. Should both of the above tests provide positive, the bargaining unit member considered for promotion:

1. Shall not be promoted; and,
2. Shall be subject to other administrative action at the discretion of the administration.

D. In the event drug testing technology improves its testing procedure; the City reserves the right to provide for different tests than those listed above. The I.A.F.F. will be notified pursuant to the provisions of Article 19.

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~~Section 3: In the event an employee does not receive satisfactory results from an examination
and the results demonstrate that the employee cannot perform her/his full job requirements, then
said employee shall be subject to Article 36 of this agreement.~~

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ATTACHMENT 1

PHYSICAL EXAMINATION TESTS

EYES: VISION: _____ Right, Left; Color Perception

EARS: HEARING: _____ Right, Left; External Eardrum

NOSE & SINUSES: _____ Deformity; Obstruction; Chronic Infection

THROAT: _____ Enlarged Tonsils; Chronic Infection

NECK: _____ Thyroid Enlargement; Adenopathy

THORAX: _____ Inadequate Expansion; Deformity

HEART: _____ Enlargement; Arrhythmia; Murmurs;
Blood Pressure; EKG

LUNGS: _____ Rales; Dullness; Chronic Infection

ABDOMEN: _____ Organ Enlargement; Hernia; Ventral; Inguinal

GENITALIA: _____ Phimosis; Hydrocele; Varicocele

RECTUM & ANUS: _____ Hemorrhoids; Fissure; Fistuls; Pilonidal Disease

EXTREMITIES: _____ Deformity; Loss of Parts; Limitation of Motion;
Chronic Infection; Varicose Veins

SKIN: _____ Disfiguring Defects of Scars; Infection

NERVOUS & MENTAL: _____ Vasomotor Instability; Mental or Neurological
Defect

TEETH: _____ All existing teeth must be healthy natural teeth or
satisfactory replacements or prostheses providing
satisfactory masticating surfaces and presenting a
satisfactory appearance and incisive function.

URINALYSIS: _____ Sugar; Albumin; Illegal Controlled Substance

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ARTICLE 42- LEAVE OF ABSENCE

Section 1: The City agrees to allow military leave for employees in the bargaining unit, when ordered pursuant to state law.

Section 2: An employee, because of an emergency, may be granted a leave of absence without pay or other benefits with no loss of rank or seniority at the sole discretion of the City Manager. Said leave of absence shall be approved by the City Manager prior to it being taken and may be granted only after all vacation time, holiday time, and other compensatory time has been utilized.

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ARTICLE 43 - SENIORITY

Section 1: The City shall prepare a seniority list which shall also include seniority in rank of all members of the Fire Department and post same during the month of October of each year. Any objection to this list must be filed with the Fire Chief within thirty (30) days of posting.

Section 2: For purposes of this Article, seniority shall be determined in the following manner:

A. 1. Rank in the order as indicated immediately below:

Battalion Chief; Division Chief

Captain

~~Fire Lieutenant~~

~~Rescue~~ Lieutenant; Driver Engineer

Firefighter/Paramedic; Firefighter/EMT

B ~~2.~~ Time in Rank; however:

~~a.~~ Where individuals have been appointed to a rank on the same date, seniority shall be determined by the order which the individuals were listed on the civil service eligibility list existing on the date of appointment.

~~b. — All members holding the rank of either Rescue Lieutenant or Driver Engineer on October 1, 2008, shall remain at their then current place on the seniority list as of October 1, 2008.~~

~~3.~~ C. Time in service with the Fire Department Except as indicated in Section 2 above, ties shall be broken by earliest date of application for employment with the Fire Department.

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Section 3: Seniority shall be used in determining:

- a. A. Vacation selection;
- b. B. Kelly Day selection;
- c. C. Call-back/overtime.

Section 4: Seniority will be lost upon termination, resignation, or failure to report when recalled from layoff. Seniority will accrue during approved leave of absence, sickness or disability.

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ARTICLE 44- LETTERS OF REPRIMAND/PERSONNEL FILES

Section 1: Members covered by this Agreement shall have the right to inspect any Letter of Reprimand which is hereafter placed in the member's official personnel file as a result of supervisory action. Any member receiving a Letter of Reprimand from a supervisor may, within five (5) working days of the issuance of said Letter of Reprimand, file a written response thereto. At the member's request, any such written response shall be included in the member's official personnel file.

Section 2: The City agrees to maintain a log with each personnel file, which log shall request the signature of the person reviewing same and date of review.

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ARTICLE 45 - MARGATE EMPLOYEES BENEFIT TRUST FUND

Section 1: The parties agree that the need exists to furnish retirees with sensible options for the funding of continued Health Care Benefits.

Section 2: The parties also agree that establishing a Margate Employees Benefit Trust Fund will assist the retiree(s) in purchasing needed Health Care Benefits.

Section 3: An employee who is hired on or after October 1, 2010 shall not be entitled to receive any benefit provided by the Margate Employees Benefit Trust Fund.

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ARTICLE 46 -~~INITIAL PROBATIONARY PERIOD~~ RESERVED

Section 1: ~~— All firefighter/paramedics hired by the City of Margate, subsequent to the date of the ratification of this Article, shall serve an initial probationary period of twelve (12) months from the date of hire.~~

Section 2: ~~— All provisions of hiring, probation, promotion, and other terms and conditions of employment as provided under the Civil Service ordinances of the City of Margate, as amended, shall remain in full force and effect. Should any provision of this agreement conflict with any Civil Service Ordinance of the City of Margate, the City Manager shall recommend an amendment to the conflicting civil service ordinance which conforms to the provisions contained in this agreement.~~

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ARTICLE 47 (UNUSED)

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ARTICLE 48 - ~~FAIR LABOR STANDARDS ACT REPEAL~~ RESERVED

In the event any portion of the Fair Labor Standards Act as it pertains to the City of Margate is repealed or amended by legislation or judicial construction, management reserves the right to enter into good faith bargaining relative to any article affected.

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ARTICLE 49 - PHYSICAL FITNESS

Section 1: The parties agree to the need for physically fit employees. Physical fitness enhances productivity, attendance and longevity of firefighters engaged in hazardous and physically demanding situations.

Section 2: The parties agree that, subject to normal duties and assignments, a period of time will be allowed for the pursuit of an individual member's physical fitness goals.

Section 3: The City agrees to allow physical fitness equipment, purchased by the Union and approved by the Fire Chief at the fire stations. The Union agrees that use of such equipment is limited to the designated fitness period and at the discretion of the Fire Chief or designee.

Section 4: The parties mutually agree to reopen this Article at any time with proper notice.

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ARTICLE 50 - SUBSTANCE ABUSE

Section 1: A. Definitions:

~~(1)~~ 1. For purposes of this rule, the word "drug" shall mean: alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine, phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

~~(2)~~ 2. For purposes of this rule, the words "drug test" shall mean: any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

~~(3)~~ 3. For purposes of this rule, the words "reasonable suspicion" shall mean: a belief that an employee is using or has used alcohol or drugs in violation of the City's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

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

~~2.~~ b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

~~3.~~ c. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.

~~4.~~ d. Evidence that an individual has tampered with a drug test during his employment with the current employer.

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

~~6.~~ f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

B. Use of Drugs or Alcohol:

~~(1)~~ 1. It is contrary to the rules of the City of Margate for an employee to possess or use on or off duty:

a.~~(a)~~ any illegal narcotics or drugs; or

b.~~(b)~~ any controlled substance (unless a valid prescription by a physician to that employee has been obtained for a legal controlled substance).

~~(2)~~ 2. It is contrary to the rules of the City of Margate for an employee to consume alcohol or ingest any drug or controlled substance (except where a valid prescription by a physician for the employee has been obtained) during working hours, including lunch break or break periods, or to come to work or be present for work under the influence of any alcohol, drug or controlled substance (unless a valid prescription by a physician to that employee has been obtained for a legal controlled substance) and said employee's supervisor is notified prior or at the time of reporting to work.

~~(3) (a) Excepted from paragraph (2) above shall be employees who are deemed to be on duty twenty four (24) hours a day and who are called in for emergency or non-scheduled duty and who have consumed alcohol prior to the time when they were notified that they were to report to duty.~~

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~~(b) Excepted from paragraph (2) above shall be employees who attend social functions which are deemed to be a part of their job, in the interest of the City of Margate, where alcohol is served; however, no employee may drink alcohol such that it impairs the operation of any vehicle in which they are driving or where drinking could cause endangerment of any persons or property.~~

C. Testing based on Reasonable Suspicion: Any employee of the City of Margate who is believed to have violated the above-described rules may be required to take a drug test for controlled substance, drug or alcohol use contrary to these rules, upon reasonable suspicion as determined by the employee's department head, or designee.

Section 2: Drug testing ordered pursuant to this Article shall be conducted as follows:

A. An initial screening of an E.M.I.T. test (enzyme multiplied immunoassay technique);

B. If the result of the above test is positive, the same sample provided by the unit member shall be required to take a gc/ms test (gas chromatography/mass spectrometry).

C. In the event drug testing technology improves its testing procedure, the City reserves the right to provide different tests than those listed above. The I.A.F.F. will be notified pursuant to the provisions of Article 19.

Section 3: The determination that reasonable suspicion exists shall be grievable pursuant to this collective bargaining agreement.

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ARTICLE 51 - SEPARATION BENEFIT

Section 1: The City and the Union agree that the calculation of Separation Benefits is an important, complex and time-consuming endeavor.

Section 2: The City agrees to provide, within ninety (90) days of separation, a detailed accounting of all calculations used to arrive at, as well as, the final benefit.

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ARTICLE 52 - INCENTIVE PAY

Section 1: Any member who earns an A.S. degree or B.S. degree in fire science or emergency medical services shall receive a supplemental dollar amount equivalent to the amount paid by the State of Florida for the same degree, but not both.

Section 2: Any member who is certified by the state as a municipal fire officer (MFO) shall receive \$250 upon certification and annually thereafter.

Section 3: Any member who is an executive fire officer (EFO) from the National Fire Academy shall receive \$1,000 annually.

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ARTICLE 53 – SETUP (SPECIAL EVENT TIME USE PROGRAM)

The City agrees to implement SETUP, subject to the following provisions:

1. IAFF members shall contribute only annual leave hours to the SETUP bank.
2. There shall be no aggregate cap limit to the number of annual leave hours that a member may contribute to the SETUP bank.
3. The contributed annual leave hours shall be converted to a cash value based on the hourly rate of pay earned by the contributing member.
4. The City shall limit the annual SETUP bank expenditure to \$12,500. to be used on a first come, first served basis.
5. Only ACLS and Extrication competitions shall be eligible for SETUP.
6. The \$12,500 cap shall be used only for the cost of the salary and related fringe benefits of the member who has been called in under SETUP.

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Approved by Resolution Number: _____
Resolution Dated: _____

BY: _____
Joanne Simone, Mayor

BY: _____
Douglas E. Smith, City Manager

LOCAL 3080, METRO BROWARD PROFESSIONAL FIRE FIGHTERS, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:

BY: _____
Brian Powell, President, Local 3080

BY: _____
Eric Stever, District Vice President, Local 3080

ATTEST:

Mary Beazley, Director of Finance

APPROVED AS TO FORM:

Eugene M. Steinfeld, City Attorney