

***CONTRACT***

***BETWEEN***

***THE CITY OF TAMARAC***

***AND***

***THE METRO-BROWARD PROFESSIONAL FIREFIGHTERS, LOCAL 3080***

***EFFECTIVE OCTOBER 1, 2024 THROUGH  
SEPTEMBER 30, 2027***

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## ARTICLE 1 AGREEMENT

1.1 This Agreement is entered into by Tamarac, Florida, hereinafter referred to as the "City" and Metro-Broward Professional Firefighters Local 3080 hereinafter referred to as the "Union". It is the purpose of this Agreement to promote harmonious relations between the City and its employees and to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours, and other conditions of employment for employees covered by this Agreement.

ARTICLE 2  
RECOGNITION

2.1 The City hereby recognizes the Union as the exclusive bargaining representative for all employees in the following appropriate unit:

INCLUDED: All full-time Firefighters, Driver/Engineers, Lieutenants, Fire Inspectors, Captain, Assistant Fire Marshal.

ARTICLE 3  
REOPENER CLAUSE

3.1 The term of this Agreement shall be three (3) years beginning October 1, 2024 and ending September 30, 2027.

3.2 No other articles shall be opened for negotiations during the term of this Contract except those mutually agreed upon by the Union and the City.

3.3 The Union and the City agree to initiate collective bargaining by July 15<sup>th</sup> in the final year of the collective bargaining agreement.

ARTICLE 4  
MANAGEMENT RIGHTS

4.1 It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

ARTICLE 5  
GRIEVANCE PROCEDURE

5.1 In a mutual effort to provide a harmonious working relationship between the parties to this contract, it is agreed and understood there shall be a procedure for the resolution of grievances involving the application or interpretation of this Contract and grievances involving discharge, suspension, or disciplinary demotion or terms and conditions of employment as provided by this Contract.

5.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Failure to observe the prescribed time limits by either party shall result in the grievance proceeding to the next step of the grievance procedure with a written explanation attached. Any decision not appealed or any grievance settled, other than one settled through binding arbitration shall not constitute a precedent for the interpretation of this contract nor shall it be used as a basis for a future decision.

5.3 Grievances shall be presented in the following manner:

Step 1 The employee shall present the grievance to their immediate supervisor within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance. Such contact shall be in writing using the "Official Grievance Form". The grievance form shall specify the exact article which has been violated and the specific remedy requested. A Union Official may accompany an employee through each step of the grievance procedure. The immediate supervisor shall render a recommendation in writing within ten (10) calendar days and provide the written response to the grievant and the Union Official.

Step 2 Any grievance which is not satisfactorily settled with the immediate supervisor shall be signed by a Union Official and forwarded to a Battalion Chief within ten (10) calendar days after the completion of Step 1. The Battalion Chief shall render a recommended decision in writing within ten (10) calendar days (or such longer period as mutually agreed upon) and provide the written response to the grievant and the Union Official.

Step 3 In the event the employee, and or the Union is not satisfied with the disposition of the grievance in Step 2, they shall have the option to appeal the disposition to the Fire Chief or their designee within ten (10) calendar days after the close of Step 2. The appeal shall contain copies of all previous steps. The Fire Chief or their designee shall render their decision within ten (10) calendar days of the filing of the appeal (or such longer period as mutually agreed upon) and provide the written response to the grievant and the Union Official.

Step 4 In the event Step 3 does not satisfy the employee, and or the Union, then an appeal may be submitted to the City Manager or their designee within ten (10) calendar days after the close of Step 3. The City Manager or their designee shall render a decision within twenty (20) calendar days (or such longer period as mutually agreed upon) and provide the written response to the grievant and the Union Official.

5.4 When a grievance is general in nature or is directly between the local union and the department and the City, then the written grievance shall be signed by a Union Official and shall be presented to the Fire Chief or their designee within the time limits provided for aggrieved employees or the representative of the local union. Thereafter, the grievance shall be processed in accordance with the procedures in Steps 3 and 4.

5.5 The parties desire to give this collective bargaining contract the maximum force and effect and do hereby agree that this grievance procedure shall be the sole and exclusive method of resolving

any dispute concerning interpretation or application of any provision of this contract. In the event a grievance processed through the grievance procedure has not been resolved at Step 4 above, the arbitration procedure set forth in the Arbitration Article shall also apply, if invoked.

5.6 The Union will not be required to process grievances for non-union employees.

5.7 Transmission of grievance responses via facsimile requires telephonic notification prior to the transmission, subject to the receiving party agreeing to receive the response via facsimile. The receiving party will not unreasonably withhold agreement to the transmission of the response via facsimile.

5.8 The original submission of a grievance may not be submitted via facsimile and the original grievance form shall continue to be the official grievance, with applicable documentation and original signatures affixed thereon.

5.9 Notwithstanding any section of this Article, either party may request that an independent third party serve in the capacity as a mediator in an effort to assist the parties in resolving the grievance prior to proceeding to arbitration. Both parties to the grievance must concur with proceeding to mediation in order to proceed with the mediation or fact-finding.

## OFFICIAL GRIEVANCE FORM

Before completing this form, carefully read the provision of Article 5 in the Contract.  
Please type or print clearly. Use additional paper if necessary.

### GRIEVANT INFORMATION

NAME:	RANK:
STATION:	SHIFT:

### GRIEVANCE TYPE

INDIVIDUAL <input type="checkbox"/>	CLASS ACTION <input type="checkbox"/>	(Start at Step Three)
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### STEP ONE GRIEVANCE

MUST BE PRESENTED TO IMMEDIATE SUPERVISOR WITHIN TEN (10) DAYS OF OCCURRENCE  
SUPERVISOR MUST RESPOND WITHIN TEN (10) DAYS OF RECEIPT

Briefly Describe Situation: \_\_\_\_\_

Article/Section Violated: \_\_\_\_\_ Remedy Requested: \_\_\_\_\_

Grievant Name: \_\_\_\_\_ Grievant Signature: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

Supervisors Response/Explanation: \_\_\_\_\_

Date Received by Supervisor: ___ / ___ / ___	Date Answered by Supervisor: ___ / ___ / ___	Supervisor Signature: _____
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<b>RESOLUTION:</b>	ACCEPTED <input type="checkbox"/> Grievant	REJECTED <input type="checkbox"/> Grievant	Signature of Grievant: _____
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### STEP TWO GRIEVANCE

MUST BE PRESENTED TO BATTALION CHIEF WITHIN TEN (10) DAYS OF SUPERVISOR'S RESPONSE  
BATTALION CHIEF MUST RESPOND WITHIN TEN (10) DAYS OF RECEIPT

Battalion Chief's Response/Explanation: \_\_\_\_\_

Date Received by Battalion Chief: ___ / ___ / ___	Date Answered by Battalion Chief: ___ / ___ / ___	Signature of Union Official (must be signed prior to submission to BC): _____
--	--	--

<b>RESOLUTION:</b>	ACCEPTED <input type="checkbox"/>	REJECTED <input type="checkbox"/>	Signature of Grievant: _____
	Grievant	Grievant	

Grievance # \_\_\_\_\_

## OFFICIAL GRIEVANCE FORM

### STEP THREE GRIEVANCE

**MUST BE PRESENTED TO THE FIRE CHIEF WITHIN TEN (10) DAYS OF BATTALION CHIEF'S RESPONSE  
FIRE CHIEF MUST RESPOND WITHIN TEN (10) DAYS OF RECEIPT**

Fire Chief's Response/Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date Received by Fire Chief: ____ / ____ / ____	Date Answered by Fire Chief: ____ / ____ / ____	Signature of Union Official: _____
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<b>RESOLUTION:</b>	ACCEPTED <input type="checkbox"/>	REJECTED <input type="checkbox"/>	Signature (by Grievant, or Union Official if Class Action): _____

### STEP FOUR GRIEVANCE

**MUST BE PRESENTED TO THE CITY MANAGER OR DESIGNEE WITHIN TEN (10) DAYS OF FIRE CHIEF'S RESPONSE  
CITY MANAGER/DESIGNEE MUST RESPOND WITHIN TWENTY (20) DAYS OF RECEIPT**

City Manager /Designee's Response/Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date Received: ____ / ____ / ____	Date Answered: ____ / ____ / ____	Signature of Union Official: _____
--------------------------------------	--------------------------------------	---------------------------------------

<b>RESOLUTION:</b>	ACCEPTED <input type="checkbox"/>	REJECTED <input type="checkbox"/>	Signature (by Grievant or Union Official if Class Action): _____

### ARBITRATION

**ARBITRATION MUST BE FILED WITHIN 15 DAYS OF CITY MANAGER/DESIGNEE ANSWER**

<b>Request for Arbitration submitted on :</b> <b>Date:</b> _____	<b>(Signature of Authorized Union Representative)</b> _____
<b>Arbitration Request Received on:</b> <b>Date:</b> _____	<b>(Signature of Authorized Union Representative)</b> _____

## ARTICLE 6 ARBITRATION

6.1 In the event a grievance processed through the Grievance Procedure set forth in Article 5 has not been resolved, the grievant may submit the grievance to arbitration within fifteen (15) administrative working days after the City Manager or their designee renders a written decision on the grievance. Arbitrator may be one impartial person mutually agreed upon by the parties. In the event parties are unable to agree upon said arbitrator within ten (10) administrative working days, the parties shall jointly request the Federal Mediation and Conciliation Service or American Arbitration Association to furnish a panel of seven (7) persons residing in Florida from which each party shall have the option of alternatively striking names thus leaving the seventh (7) which will give a neutral or impartial arbitrator.

6.2 The parties shall make their choice of the impartial arbitrator within five (5) administrative working days after the receipt of the panel from the Federal Mediation and Conciliation Service or the American Arbitration Association.

6.3 The City and the employee (or the Union) shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing and the arbitrator, thereafter, shall confine their decision to the particular grievance thus specified. In the event the parties fail to agree upon the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine its consideration and determination to the written statement of the grievance presented in Step 1 of the Grievance Procedure.

6.4 The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this contract or any part thereof or amendment thereto. The arbitrator shall have no authority to rule upon any matter which is stated in this contract not to be subject to arbitration, nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede or be in conflict with applicable laws in existence at the time of signing of this contract except to the extent as specifically provided herein. In the event there is a dispute concerning whether or not there is a conflict with applicable laws, it shall be submitted to Arbitration.

6.5 The decision of the arbitrator shall be final and binding.

6.6 Each party shall bear the expense of its own witnesses and of its representatives. The impartial arbitrator's fee and related expenses and expense of obtaining a hearing room, if any, shall be paid by the losing party. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost.

6.7 For the purposes of this Article, administrative working days shall mean Monday through Friday.

ARTICLE 7  
CHECK-OFF

7.1 Any member of the Union who is covered by this Agreement and who has submitted a properly executed dues deduction card in accordance with the below-prescribed format may, by request in writing, have their membership dues in the Union deducted from their wages. Dues shall be deducted bi-weekly and shall be transmitted to the Union within thirty (30) days electronically via ACH. If an employee does not have a payroll check due, or if the check is not large enough to satisfy the deduction, no collection shall be made from the employee for that month.

7.2 The City shall have neither responsibility nor liability for any monies once sent to the Union, nor shall the City have any responsibility for the improper deduction of dues. The Union shall hold the City harmless against any and all claims made and against any suits instituted against the City on account of this Article.

7.3 The Union shall notify the City of the amount of Union dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union.

7.4 It shall be the responsibility of the Union to notify the Finance Director, in writing, of any change in the amount of dues to be deducted at least (30) days in advance of said change. Under no circumstances shall the City be required to deduct initiation fees or Union fines, penalties or assessments from the wages of any member.

7.5 Any member of the Union may, on thirty (30) days' notice to the City and the Union, request that the City cease deducting from their wages. A Union official (President, Vice President, Secretary Treasurer, or District President) shall verify by a form to be provided in this Contract that the member has notified the Union of the request to cease deducting dues.

7.6 A request for dues deduction must be submitted to the City on the following form:

**AUTHORIZATION FOR DEDUCTION OF IAFF DUES**

I hereby authorize the City of Tamarac to deduct from my wages, bi-weekly, the current normal 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

A request to the City to cease dues deduction must be submitted to the City on the following form:

**INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF IAFF DUES**

I hereby instruct the City of Tamarac to stop deducting from my wages bi-weekly the current normal dues for Metro-Broward Professional Firefighters Local 3080. I have notified Local 3080 of the revocation.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**VERIFICATION OF NOTICE TO UNION REGARDING DUES DEDUCTION**

I, \_\_\_\_\_, \_\_\_\_\_ of the Metro-Broward Professional Firefighters Local 3080 verify that \_\_\_\_\_ has notified the Union

of their wages.

\_\_\_\_\_

\_\_\_\_\_

## ARTICLE 8 WAGES

8.1 Firefighter, Fire Inspector, Driver Engineer, Lieutenant, Captain, Assistant Fire Marshal.

The pay plan for Firefighters, Assistant Fire Marshal, Fire Inspectors, Driver Engineers, Lieutenants and Captains is attached as Appendix A. The Appendix A pay plan includes all pay other than as specified in this Agreement. Fire inspectors who are not EMTs shall be paid five percent (5%) below the hourly rate listed in the pay plan. The pay plan includes an additional five percent (5%) adjustment in the pay rate for those employees who are permanently assigned to a 40-hour work week.

Employees are required to meet all of the job qualifications of the particular step prior to being advanced to the next step. Required experience will be calculated from the effective date of advancement from the prior step.

A step increase shall become effective upon the date that all requirements have been met.

8.2 Eligibility for Firefighters to move from the initial hiring step, i.e. the probationary step include: the successful completion of probation, as determined by the Fire Chief, including Paramedic Precepting Program, demonstrated proficiency in Fire Operations by passing Minimum Company Standards Evaluation. Employees who successfully complete the Paramedic Precepting Program and meet Minimum Company Standards within their first year, and then successfully complete their 12-month probationary period and are recommended for regular status in accordance with Article 29 are considered to have completed Step 1 and are eligible to move to Step 2 in the Pay Plan on the one-year anniversary.

8.3 Eligibility for Fire Inspectors to move from the initial hiring step, i.e. the probationary step and for firefighters at any rank laterally transferring to a fire inspector include: the successful completion of probation, as determined by the Fire Chief, completing a Fire Inspector Task Book and demonstrated proficiency in the areas of SCBA, PPE, Radio, Size-up, Safety Officer responsibilities and Accountability responsibilities. Completion of a full pre-assignment training will be required prior to a Fire Inspector or Assistant Fire Marshal moving to shift as a Firefighter or greater.

8.4 Eligibility requirements\* for Firefighters, the Assistant Fire Marshal, and Fire Inspectors to move from one step to the next step includes: one (1) year in the current step, and three additional (3) credits\*\* in a Fire Science, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, or Fire Protection in course work at the National Fire Academy, the State Fire Academy, other accredited educational institution, or training facility approved by the Fire Chief. If the course work is an elective course, it must be a viable option to fulfill a degree requirement in one of the above degrees. It is the parties' understanding that accredited educational institutions only include colleges and universities which are accredited by recognized, well established entities.

OR

One (1) year in the current step and one (1) additional course\*\* in the following specific areas (for credit or certificate): Apparatus Operator, Aerial Apparatus Operator, Incident Command, or Safety Officer, as approved by the Fire Chief.

8.5 Eligibility requirements\* for Driver/Engineer to move from one step to the next step include:

One year as Driver/Engineer in the previous step and successful completion of the educational requirements for Firefighter maximum step.

OR

One year as a Driver/Engineer in the previous step and three (3) additional credits\*\* in a Fire Science, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, Fire Protection in course work at the National Fire Academy, the State Fire Academy, other accredited educational institution, or training facility approved by the Fire Chief. If the course work is an elective course, it must be a viable option to fulfill a degree requirement in one of the above degrees. It is the parties' understanding that accredited educational institutions only include colleges and universities which are accredited by recognized, well established entities.

OR

One year as a Driver/Engineer in the previous step and one (1) additional course\*\* in the following specific areas (for credit or certificate): Apparatus Operator, Aerial Apparatus Operator, Incident Command or Safety Officer, as approved by the Fire Chief.

\* Employees who have obtained a State of Florida Fire Officer 1 Certification, an Associate or Bachelor's Degree in Fire Science, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, Fire Protection, or an equivalent number of credits necessary to meet the requirements of Firefighter maximum step are deemed to have met the requirements for the eligibility requirements as specified in 8.4 and 8.5. Otherwise, educational requirements are considered to be either three (3) credits in a Fire Science, Nursing, Emergency Administration and Management, Public Safety Administration, Fire Protection or EMS Program in course work at the National Fire Academy, the State Fire Academy, other accredited educational institution, or training facility approved by the Fire Chief or one (1) additional course per firefighter step and can be acquired at any time prior to the advancement to the next step. If the course work is an elective course, it must be a viable option to fulfill a degree requirement in one of the above degrees. It is the parties' understanding that accredited educational institutions only include colleges and universities which are accredited by recognized, well established entities.

\*\* Each step requires the separate completion of three (3) credits or one course that is different and in addition to the credits or courses used to meet the requirements of a previous step. EMT or Paramedic credits shall not be used to satisfy the non-elective course requirements. Employees must obtain a "C" or better for non-elective course credits to be applied.

8.6 The requirements for a member to move to the rank of Lieutenant or Captain include the successful completion of the Incident Safety Officer State Certification prior to or within twelve (12) months of promotion and then successful completion of the competitive promotional process and selection by the Fire Chief. Lieutenants and Captains are eligible for a one step increase after each year of service in the step, until reaching the maximum step.

8.7 The educational requirements in Article 8 are the responsibility of the employee and shall not be compensable time unless, in the sole and exclusive discretion of the Fire Chief, courses are scheduled for on-duty training.

8.8 A Firefighter who is promoted to Driver/Engineer or Lieutenant shall be placed at the Driver/Engineer Step 1 or the Lieutenant Step 1, respectively, of the classification specified in Appendix A, or at the next higher step which provides an increase of at least five (5) percent to

their pay specified in Appendix A. A Driver/Engineer who is promoted to Lieutenant shall be placed at the Lieutenant Step 1 of the classification specified in Appendix A, or at the next higher step which provides an increase of at least five (5) percent to their rate of pay specified in Appendix A. A Lieutenant who is promoted to Captain shall be placed at the Captain Step 1 of the classification specified in Appendix A, or at the next higher step which provides an increase of at least five (5) percent to their rate of pay specified in Appendix A.

8.9 An employee who meets the requirements for and is promoted to any position, and subsequently does not meet the requirements for the position will be demoted to their former position or the next lowest position in which a vacancy exists and for which the employee meets the requirements, effective thirty (30) days after the date that the employee does not meet their position's requirements. This thirty (30) day period will begin after the employee returns from long-term FMLA or military leave, if applicable. An additional extension of thirty (30) days may be requested and will be provided by the Fire Chief if the employee can show they are making good faith efforts to meet the requirements. A demoted employee shall be placed at the next lower step for the position to which they are moving in Appendix A which provides a decrease of at least five (5) percent to their pay rate. In order for the demoted employee to be subsequently considered for promotion, the demoted employee must be eligible for, take and pass the promotional exam, and be placed on the promotional list in accordance with Article 32.

8.10 Fire Inspector Standby Pay – Fire Inspectors who rotate standby duty will receive a \$75 per month stipend. Fire Inspectors who rotate standby duty will be provided a city issued cell phone. If called in, the member will receive compensation pursuant to Article 10, Overtime and Article 11, Call-Back Pay.

8.10 The Pay Plan effective October 1, 2024, October 1, 2025, and October 1, 2026 is specified in Appendix A.

ARTICLE 9  
LONGEVITY PAY

9.1 Longevity will be paid as additional pay through the regular payroll process every two weeks. Longevity pay will be calculated based on the number of years of continuous service with the Fire Rescue Department.

Years	Percentage
8	1%
9	1%
10	2%
11	2%
12	3%
13	3%
14	4%
15	4%
16 and each year thereafter	5%

## ARTICLE 10 OVERTIME PAY

The City and the Union agree to the following:

10.1 In the event that the need for overtime should occur in the Fire Rescue Department overtime shall be paid at the rate of one-and-one-half (1-1/2) times the “regular rate of pay” for hours worked above the one-hundred and forty-four (144) hours worked for that twenty-one (21) day work period. The “regular rate of pay” is defined in accordance with the Fair Labor Standards Act (FLSA) as follows: all remuneration for hours worked by the firefighter divided by the total number of hours worked during the twenty-one (21) day work period. 29 U.S.C 207(a), 29 CFR §778.109 and all other relevant U.S. Department of Labor regulations. In determining the “regular rate of pay” for the overtime calculation, the total remuneration for the twenty-one (21) day work period is determined by: calculating the base hourly rate of pay (as set out in Appendix A) times the hours worked, and then adding all incentive pays (as set out in Article 24) and any State Supplemental Pay for that twenty-one (21) day period. For each twenty-one (21) day work period: incentive pay is determined by calculating annual incentive pay and dividing by 17.38 pay periods per year, and State Supplemental Pay is determined by calculating annual State Supplemental Pay and dividing by 17.38 pay periods per year. 29 CFR §778.0 to §778.603 and 29 CFR §553.1 to §553.233. All hours worked and paid are initially paid at the base hourly rate (as set out in Appendix A). After the end of each twenty-one (21) day work period, when any overtime hours are determined, the additional overtime pay (additional one-half the regular rate of pay) for hours worked over 144 hours in the twenty-one (21) day work period will be paid using the “regular rate of pay” as defined by the FLSA and as set out above.

10.2 When an employee receives sick leave pay that employee shall not be permitted to obtain overtime work from the overtime list until after a subsequent twenty-one (21) day work period has started, but that employee is required to work overtime in the twenty-one (21) day work period when they have received sick pay if directed by the Fire Chief or designee.

10.3 Overtime is caused when one or more of these four conditions are not met:

- a) All in-service vehicles must be staffed with a company officer or acting company officer. The Battalion Chief or acting Battalion Chief may also assign other shift members to act as a company officer on a rescue vehicle. There must be two promoted company officers on duty working in the capacity of company officer per shift, not including the Stand-Alone Captain.
- b) One Driver/Engineer on duty working in that capacity.
- c) At no time shall less than three (3) crew members be scheduled on an apparatus for a shift. In the event a scheduled employee calls out sick, needs to leave, sustains an injury, is re-assigned, or due to any other reason not planned for, the apparatus may remain or be placed in service with two signed off paramedics until a replacement is available. All efforts will be exhausted prior to the unit running with less than three (3) crew members.
- d) In the event that a Battalion Chief assigned to a 24-hour shift is on leave AND overtime is required to meet minimum staffing requirements, the vacancy shall be filled, to achieve minimum staffing requirements.

Except as specified in this article, current overtime assignment practices will continue to the extent that circumstances are the same. If an employee accepts an overtime assignment for less than twelve (12) hours, then they shall not lose their position on the overtime list. Employees who were not contacted will not lose their positions on the list.

10.4 Except for mutuals, personnel shall not be scheduled for more than thirty-six hours (36) of continuous on-duty status, unless the Fire Chief or designee specifically approves.

10.5 A member may work up to 48 hours of continuous on-duty status in order to prevent a forced overtime with approval from fire administration.

10.6 The Union is responsible for maintaining accurate overtime rosters for: Company Officer, Driver/Engineer, Firefighter, and Fire Inspector, until Telestaff, Executime or other City timekeeping system is operational.

10.7 Overtime assignments will be made on a position for position basis, i.e. the same rank or those on the promotional list or those on the acting list for the rank which caused the need for the overtime.

10.8 Non-shift employees shall be compensated at one-and-a-half times their "regular rate of pay" as defined by the FLSA for hours worked (or where paid leave, except sick leave, is granted by the City) in excess of forty (40) hours during the workweek. Paid sick leave shall count as hours worked for purposes of calculating overtime.

ARTICLE 11  
CALL-BACK PAY

11.1 All Fire Rescue Department employees covered by the terms of this Agreement who are called back to work after the completion of their regular shift will receive a minimum of three (3) hours of call-back pay at one and one-half (1-1/2) times their regular rate of pay.

11.2 Reporting to work early or being held over after a work shift e.g. being required to work for a period of time which is outside the normal shift but contiguous to the normal shift, is not a call-back and is not subject to call-back pay. However, an employee will not be entitled to call-back pay if they are ordered to work before or after their scheduled shift if the employee is already in or at the Fire Station or work location at the time the employee is ordered to work.

11.3 When the Department provides at least seven (7) days advance notice, employees who are scheduled to work outside of a regularly scheduled work shift shall not be entitled to any call-back pay, and will be paid for the hours worked, as appropriate. Article 11.1 will be applicable to Fire Rescue Department employees for approved, after hours community risk reduction activities after all efforts are exhausted to schedule such activities during business hours.

11.4 Off-duty employees who are requested to appear by or on behalf of the City for inquiries, investigations, or any other type of meeting as a result of actions taken or observations made while on duty, shall be paid a minimum of three (3) hours at one and one half (1-1/2) times their regular rate of pay, provided that the appropriate chief officer is notified prior to the employee's appearance.

ARTICLE 12  
BASIC WORK WEEK

12.1 The normal work week for the term of this contract shall be no more than an average of forty-eight (48) hours.

12.2 Employees regularly scheduled to work a 24-hour shift shall do so, commencing at 0800 hours, with 48 hours of regularly scheduled time off after the completion of each shift. Those serving in the capacity of acting battalion chief may be required to work a schedule commencing at 7:30 a.m.

12.3 The normal work week for personnel not assigned to a forty-eight (48) hour work week shall be forty (40) hours.

12.4 Except for mutuals, personnel shall not be scheduled for more than thirty-six hours (or thirty-nine hours based on operational need) of continuous on-duty status, unless the Fire Chief or his designee specifically approves.

12.5 The City will endeavor to provide as much notice as is reasonably possible prior to implementing a change in shift or a change from shift to a 40-hour work week.

12.6 Members of the bargaining unit, whose normal work week is 48 hours and who are temporarily assigned by the Chief to a 40-hour work week to accomplish an operational need of the department (except light duty or remediation) which is outside of their shift and is for a period of time in excess of 40 hours will receive an additional 5% pay over their base rate of pay for the duration of the operational assignment.

ARTICLE 13  
WORKING OUT OF TITLE

13.1 Except as otherwise set forth below, when an employee is assigned to work in a higher classification, they shall be paid an additional one dollar and eighty cents (\$1.80) per hour for the higher classification.

13.2 Members who are on current lists for positions of Driver, Lieutenant and Captain shall work out of title in those positions, as assigned. The Battalion Chief or acting Battalion Chief may also assign other shift members to act as a company officer on a rescue vehicle to meet operational needs.

13.3 Personnel not on a promotional list may be assigned to work out of title when an on-duty employee takes unscheduled leave.

13.4 An acting Battalion Chief is the Lieutenant or Captain assigned on a temporary basis to coordinate and oversee the operation of the shift for the period assigned. An employee assigned as an acting Battalion Chief will receive additional compensation as outlined in 13.1.

13.5 An acting Fire Marshal is the Assistant Fire Marshal assigned on a temporary basis to coordinate and oversee the community risk reduction responsibilities for the period assigned. The Assistant Fire Marshal assigned as an acting Fire Marshal will receive additional compensation as outlines in 13.1.

ARTICLE 14  
VACATION

14.1 Personnel assigned to a 48-hour work week covered by this Contract shall accrue paid vacation time as follows:

- (a) 0 - 60 months employment: 12 hours for each completed month of service.
- (b) 61 - 120 months employment: 16 hours for each completed month of service.
- (c) Over 120 months employment: 18 hours for each completed month of service.
- (d) Over 240 months employment: 20 hours for each completed month of service.

14.2 Personnel assigned to a 40-hour work week shall accrue paid vacation time for such periods as follows:

- (a) 0 - 60 months of employment: 8 hours for each completed month of service.
- (b) 61 - 120 months of employment: 10 hours for each completed month of service.
- (c) Over 120 months of employment: 12 hours for each completed month of service.
- (d) Over 240 months employment: 14 hours for each completed month of service.

14.3 Vacation leave may be accumulated but not in excess of 500 hours. Vacation leave in excess of the above amount shall be forfeited at the end of the calendar year.

14.4 Any employee who is separated from the service (resignation, death, retirement including entering DROP, or discharge) shall be compensated in cash up to 400 hours of accrued and unused vacation time at their rate of pay which is set out in Appendix A at the time of separation, provided they has been approved for benefits by the City Manager.

14.5 Schedules for vacation shall be subject to the approval of the Fire Chief or their designee and shall be based upon the needs of the Department.

14.6 Personnel assigned to a 48-hour work week shall take a minimum of 96 hours of scheduled vacation leave each calendar year after the first year of employment. Failure to take vacation leave of 96 hours shall result in the unused balance (i.e. the difference between the 96 hours minus the actual hours used) of vacation leave being forfeited at the end of the calendar year, unless the Fire Chief allows some carry over for exceptional reasons and upon conditions designated by the Fire Chief.

14.7 All vacation leave or compensatory leave for employees who are scheduled to work 48-hour work weeks must be taken in blocks of 12 hours, commencing either at 0800 hours or 2000 hours, or in 24-hour blocks, commencing at 0800 hours. Vacation and compensatory leave may be approved in 4-hour blocks at the end of the requesting employee's prior shift only if leave slots are available for the next shift. All vacation and compensatory leave for employees who are scheduled to work a 40-hour workweek must be taken in half-hour increments.

14.8 Requests for vacation or compensatory leave in blocks of 4 hours or 6 hours for educational purposes may be granted, with the pre-approval of the Fire Chief or designee.

14.9 If two or more members independently agree to any mutual exchange agreement, it must be in one-hour blocks, subject to prior approval by the Battalion Chief. Mutual exchanges shall be permitted on a position for position basis, i.e. the same rank and between employees who are eligible and approved to work in the same capacity. Mutual exchanges shall not incur any costs to the City. A member shall only utilize a maximum of two (2) mutual exchanges in a 24-hour shift.

ARTICLE 15  
HOLIDAYS AND PERSONAL LEAVE

15.1 All employees covered by this Contract, that are assigned to a 48-hour work week when a holiday occurs, shall receive, in addition to their regular pay, eleven (11) hours pay at their rate for each of the following holidays:

NEW YEAR'S DAY  
MARTIN LUTHER KING'S BIRTHDAY  
PRESIDENT'S DAY  
MEMORIAL DAY  
JUNETEENTH  
INDEPENDENCE DAY  
LABOR DAY  
PATRIOT DAY  
VETERAN'S DAY  
THANKSGIVING DAY  
DAY AFTER THANKSGIVING  
CHRISTMAS EVE  
CHRISTMAS DAY

All employees on a 40-hour work week, covered by this Agreement, shall receive each holiday as a paid day off.

15.2 All employees covered by this Contract shall be allowed twenty-four (24) hours of personal leave accumulated at the conclusion of the first full pay period in October of each fiscal year. Personal leave must be scheduled and approved in advance, except for emergencies. Such leave must be taken in the fiscal year which it is awarded. Failure to take this personal leave within the specified time frame shall result in forfeiture of same.

15.3 All accrued holiday pay as of December 1st of each year will be paid in one (1) lump sum to all shift personnel on the first pay day in December, or December 10<sup>th</sup>, whichever comes later.

15.4 All employees who are scheduled to work during a holiday, and who incur any unscheduled leave shall not be entitled to holiday pay for that holiday.

ARTICLE 16  
MEDICAL COVERAGE PROGRAM

16.1 The City shall provide group health insurance for its regular full-time employees, covered by this Agreement, subject to the following conditions:

The City may establish, change, supplement and implement the City health insurance program, including but not limited to changes in the Company, benefits, and all costs related thereto. The only exception to the foregoing sentence is that if the City exercises its right to implement any such changes, it will provide reasonable notice and discuss with the Union the explanation of changes and reasons therefore. The City agrees that it will continue as in the past to include the Union in the selection process for any insurance coverage contemplated by this Article.

16.2 Retirees may continue to participate under the medical insurance program provided by the City, subject to City requirements including paying the full insurance premiums for medical insurance coverage.

16.3 In the event a member is killed in the line of duty or is injured when acting within the course of employment, in accordance with F.S. 440.091 and 440.16, the City will compensate the member and/or the surviving spouse and dependent children in accordance with F.S. 112.191.

ARTICLE 17  
SICK LEAVE

17.1 Sick leave time will be earned at the rate of twelve (12) hours for each month of service based on a forty-eight (48) hour work week. (There will be no limit to the amount of sick leave days accumulated.)

Sick leave shall be granted for the following reasons:

A. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of their position.

B. Attendance upon members of the family within the household of the employee whose illness requires the care of such employee.

C. Enforced quarantine when established by the Department of Health or other competent authority for the period of such quarantine.

17.2 An employee who is absent from work due to an illness or disability may be required to submit a physician's statement of physical illness. When deemed necessary, the Fire Chief/designee may require proof of any illness.

17.3 Any employee of the bargaining unit who uses no sick time in any one of the four (4) quarters in the fiscal year will receive six (6) additional hours of vacation leave for each quarter in which no sick leave is used, as defined below:

October 1 to December 31;

January 1 to March 31;

April 1 to June 30;

July 1 to September 30.

If any employee uses no sick time at all during any fiscal year, they shall accumulate twelve (12) additional hours for a total of 36 hours for the year.

17.4 All employees assigned to a forty-hour work week shall accumulate sick leave at the rate of eight (8) hours per month.

17.5 A regular employee on record and paid status (regularly scheduled to a 48-hour work week) on the last day of the fiscal year (September 30) who has **either**: (1) used twenty-four (24) hours or less of accrued sick leave in that fiscal year **and** has an accrued sick leave balance of 300 hours at the end of that fiscal year **OR** (2) has an accrued sick leave balance of 400 hours at the end of that fiscal year without regard to the number of sick leave hours used during that fiscal year shall be eligible to participate in the firefighter's sick leave conversion program. An employee meeting these requirements may choose to have the City convert to cash up to sixty (60) hours of the unused accrued sick leave which accumulated that fiscal year at 60% of the employee's rate of pay as set out in Appendix A, which is in effect on the last day of that fiscal year.

17.6 A regular employee on record and paid status (regularly scheduled to a 40-hour work week) on the last day of the fiscal year (September 30) who has **either:** (1) used twenty (20) hours or less of accrued sick leave in that fiscal year **and** has an accrued sick leave balance of 280 hours at the end of that fiscal year **OR** (2) has an accrued sick leave balance of 380 hours at the end of that fiscal year without regard to the number of sick leave hours used during that fiscal year shall be eligible to participate in the firefighter's sick leave conversion program. An employee meeting these requirements may choose to have the City convert to cash up to forty (40) hours of the unused accrued sick leave which accumulated that fiscal year at 60% of the employee's regular rate of pay in effect on the last day of that fiscal year.

17.7 The City's Payroll Office **must** receive written notification by October 31 signed by the employee which states that they chooses to exercise this option for the fiscal year ending September 30. The employee forfeits the right to participate for that fiscal year if they fails to notify the Payroll Office within the required timeframe.

17.8 Contributions to the Time Pool Bank do not count as hours used for that fiscal year under the conversion program described in Sections 17.5 and 17.6. However, the leave balance remaining after contributions must meet the requirements in 17.7 and 17.8.

ARTICLE 18  
ON-THE-JOB INJURY

18.1 Any employee who is disabled in the course of their employment with the City of Tamarac's Fire Rescue Department, which disability would be compensated under the Worker's Compensation Statutes shall be compensated under the Worker's Compensation provisions, as set forth in F. S. Chapter 440, as amended.

18.2 An employee, as covered under this contract, shall be paid their full salary during the first average Firefighter work week during their absence as a result of the work-related injury, to include the time lost on the date or shift during which the injury occurred.

18.3 If an employee is unable to return to work after the first week, the City will supplement the employee's Worker Compensation benefits so that the employee shall receive a total of eighty-five percent (85%) of their gross hourly rate of pay until such a time as the employee returns to work (either full duty or light duty), terminates, or retires, whichever occurs first. The Worker's Compensation benefit shall be paid directly to the employee, in accordance with applicable law. The remaining portion shall be paid by the City to the employee in compliance with this contract. Accrued leave may not be used during the period while the supplement equal to eight-five percent (85%) of the employee's gross hourly rate of pay is being paid to the employee. The City will comply with Florida State Statute section 112.1816.

18.4 Whenever an employee is injured on the job and is on disability leave and becomes physically able to perform some useful light duty work for the City, they may be required to do so as a condition to receiving the benefits specified in this Article. Light duty work shall be consistent with the employee's medical limitations and will first be sought within the Fire Rescue Department. If it is not available in the Fire Rescue Department, it may be provided in any other Department. All employees assigned to light duty shall normally work five (5) – eight-hour days. All outside employment by employees receiving Worker's Compensation benefits shall require approval by the Fire Chief and notification to Risk Management.

18.5 A member, during their duty period, who presents with chest pain or chest discomfort, possible cardiac issues, respiratory issues, or in the opinion of a treating paramedic has any other potentially serious medical emergency, will have their carbon monoxide levels assessed in the field, and recorded, as soon into the treatment as practicable, in addition to any other assessment and treatment as defined in local medical/trauma protocols, procedures and standard of care. In the event the member is no longer on duty, AND has responded to an emergency incident within the prior 24-hour period, the member is authorized and encouraged to have their carbon monoxide levels assessed in the field, or at the treatment facility, as soon into the treatment as practicable, in addition to any other assessment and treatment as defined in local medical/trauma protocols, procedures and standard of care.

ARTICLE 19  
PRESUMED COMMUNICABLE DISEASES

19.1 Recognizing the Firefighters increased risk to communicable, deadly diseases on the job, the City agrees to the following:

- A. An employee who has at least one (1) year of continuous service and who contracts AIDS, Hepatitis, or Cancer, will be entitled to be compensated as in the "ON-THE-JOB INJURY", Article 18.

ARTICLE 20  
WELLNESS PROGRAM

20.1 The Wellness Program will commence at 1600 hours. Times may vary as directed by the Station Officer. For employees assigned to a forty (40) hour work week; the wellness program hours may vary as scheduled activities permit with approval from the employee's immediate supervisor.

20.2 The Wellness Program, medical evaluation program and physical performance program shall be reviewed by a committee composed of two (2) representatives of the Bargaining Unit, two (2) representatives of Administration and these four (4) shall choose a fifth member.

20.3 The committee shall make recommendations annually by March 1<sup>st</sup> with respect to the following:

- a. Maintaining and replacing necessary equipment or gear including funding recommendations for such; and
- b. The Wellness Program.

20.4 An employee, during their period of employment, may be required to undergo periodic medical examinations to determine their physical and mental fitness to perform their job.

Such periodic medical examinations shall be at the expense of the City.

20.5 Participation in the Wellness Program shall be mandatory.

20.6 All 48-hour employees, other than those medically unable to do so, shall participate in the Wellness Program for at least (1) hour per shift. Those employees assigned to a forty (40) hour work week, other than those medically unable to do so, shall participate in the wellness program for one (1) hour per day, two (2) days per week at an approved City-owned facility.

20.7 Physical examinations shall be voluntary for members who were hired on or before February 1, 2004. Members hired on or after February 1, 2004 and members who are on the Special Operations Team shall undergo a mandatory physical examination. Employees who undergo mandatory physical examinations will be compensated for their time and the physical examination will be scheduled at the discretion of the City.

20.8 For those members who undergo mandatory physical examinations, the examining physician, or other health care provider, will initially discuss the results with the unit member and thereafter, will furnish a written confirmation to the Fire-Rescue Chief that the unit member was examined, and the unit member can or cannot perform the essential job requirements of:

- the member's job classification
- the Special Operations assignment.

20.9 The annual physical examination shall be performed by a Fire Rescue Physician, or other health care provider in accordance with NFPA 1582, which shall be chosen mutually between the City and the Union. If a "not clear" is returned, Risk Management will require the employee to return to the Fire Rescue physician for final clearance.

20.10 The record of the annual physical examination shall be retained by the examining health

care provider.

20.11 The City and the Union mutually agree to strive for a healthier and safer environment for all. This would include but not be limited to providing annual employee Fit test, annual employee physicals, and infectious disease control measures in accordance with CDC and NFPA guidelines. Both parties agree to continually pursue other wellness program ideas and options to enhance the health and safety of firefighters.

ARTICLE 21  
SUBSTANCE ABUSE

21.1 The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on City government, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the City of Tamarac Drug and Alcohol Free Workplace policy shall be adhered to by all members of the bargaining unit. The City has required all non-bargaining employees to comply with the policy set forth herein. The City of Tamarac shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic, drug or alcohol.

21.2 It is understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the City's legitimate inquiry into the use of any controlled substance, narcotic, drug or alcohol by its employees.

21.3 All tests shall be conducted in medical laboratories using recognized technologies. In the event an employee's test is positive, a second test shall be conducted to verify the results. If the employee so requests, they shall be given a copy of the test results after the employer has received same.

21.4 The results of such test may result in appropriate disciplinary actions, up to and including dismissal, in accordance with the applicable provisions of the City Code, the City Personnel Rules, the City's Drug and Alcohol Free Workplace Policy, and/or the Departmental Rules and Regulations.

21.5 The parties agree that any employee's refusal to submit to toxicology or alcohol testing in accordance with the applicable provisions of the City Code, the City Personnel Rules, the City's Drug and Alcohol Free Workplace Policy, and the Departmental Rules and Regulations shall be subject to disciplinary action up to and including the termination of their employment.

21.6 The City agrees to create an Employee Assistance Program (EAP) and to fund it during the term of this Agreement.

21.7 The Union agrees to comply with the drug and alcohol testing provisions of the Workers' Compensation Law of Florida, as amended. The Union recognizes that the Law provides for drug testing as a part of an examination relating to an on the job injury.

21.8 The City agrees to provide yearly briefings which will cover all aspects of the Drug and Alcohol Free Workplace Policy and employees will be given the opportunity to ask any questions they may have concerning the Policy. All employees covered by this agreement shall be given copies of the City of Tamarac Drug and Alcohol Free Workplace Policy.

ARTICLE 22  
TIME POOL BANK

22.1 Upon Union notification to the City of an employee with a long-term illness/injury (including medically required leave due to the employee's pregnancy), the employee will be put on a 40-hour work week during the time period in which the employee is drawing time from the Time Pool Bank.

22.2 Said employee will use one (1) months' time of their sick leave (or vacation upon exhaustion of sick leave), and then will become eligible to draw time from the time pool, if approved by the Union Time Pool Committee. The Time Pool will provide up to two (2) months' time per member incident involving long-term illness/injury (including medically required leave due to the employee's pregnancy.)

22.3 After the two (2) months' time pool leave, the employee must use up all their accrued time before being eligible for a leave of absence without pay, in accordance with Article 23, Leaves of Absence.

22.4 Upon Union notification to the City of a time assessment of Union member(s), the City will begin the necessary payroll deductions. The City will document and record the employee deduction and accumulation of hours in the time pool. The City will forward a monthly statement to the Union.

22.5 The Union shall promulgate rules and guidelines to administer this article in compliance with all legal requirements to ensure non-discrimination.

ARTICLE 23  
LEAVES OF ABSENCE

23.1 Leaves of absence without pay for a period not to exceed forty-five (45) days may be granted to an employee with regular status for any reasonable purpose by the City Manager or their designee. Such leaves may be renewed or extended for any reasonable purpose not to exceed one (1) year.

23.2 Any employee may, upon request, be granted a leave of absence without pay by the City Manager or their designee for educational purposes at an accredited institution when it is related to their employment. The period, not to exceed one (1) year may be renewed at the request of the employee.

23.3 Leaves of absence, with or without pay, may also be granted to employees by the City Manager or their designee if it is determined that it is for educational purposes to attend conferences, seminars, briefing sessions or other job-related activities of a similar nature which are intended to improve or upgrade individual skill or professional ability.

23.4 Any employee who is a member of the National Guard or Military Reserve Forces of the United States and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties, shall be granted a leave of absence with pay as provided by Florida Statutes.

23.5 Any employee who is on duly authorized paid leave of absence will continue to maintain all benefits including seniority, and health benefits. All job-related benefits will cease when an employee's leave of absence is in excess of thirty (30) days. Any member may elect to continue hospital and/or personal insurance plans by personally making future payments for this coverage.

23.6 No employees shall accrue seniority, vacation or sick leave credits while on an authorized leave of absence. Upon reinstatement, these benefits will be at the level they were at the beginning of the leave and will accrue at the same rate as prior to the authorized leave.

23.7 The City shall comply with the Family and Medical Leave Act.

ARTICLE 24  
INCENTIVE

24.1 Incentives will be paid as additional pay through the regular payroll process every two weeks as detailed in Article 24.2.

24.2 Incentives for the following educational achievements or certifications will be paid in the regular paycheck every two weeks.

A. Only one incentive shall be provided in the below amount to employees who have achieved one of the following certifications:

1. \$550 (\$21.16 in the regular paycheck every two weeks) for Florida Fire Service Instructor II as defined in Florida Administrative Code 69A-37.059
2. \$550 (\$21.16 in the regular paycheck every two weeks) for Florida Urban Search and Rescue (FLUSAR) completion.
3. \$750 (\$28.85 in the regular paycheck every two weeks) for Florida Fire Service Instructor II with Live Fire Training Instructor rating, as defined in Florida Administrative Code 69A-37.059 and 69A-37-407.
4. \$800 (\$30.77 in the regular paycheck every two weeks) for Florida Fire Service Instructor III as defined in Florida Administrative Code 69A-37.059
5. \$650 (\$25 in the regular paycheck every two weeks) for Fire Officer II, as defined in Florida Administrative Code 69A-37.065
6. \$900 (\$34.62 in the regular paycheck every two weeks) Fire Officer III, as defined in Florida Administrative Code 69A-37.065
7. \$1,000 (\$38.47 in the regular paycheck every two weeks) Fire Officer IV as defined in Florida Administrative Code 69A-39.005
8. \$850 (\$32.70 in the regular paycheck every two weeks) for Fire Safety Inspector II as defined in Florida Administrative Code 69A-39.005.
9. \$900 (\$34.62 in the regular paycheck every two weeks) for Fire Inspector III as defined in Florida Administrative Code 69A-37.065.
10. \$1,000 (\$38.70 in the regular paycheck every two weeks) for Fire Code Administrator/Fire Marshal as defined in Florida Administrative Code 69A-39.005.

Maintenance of these certifications is the sole responsibility of the person holding the certification.

B. Employees meeting the qualifications in 24.2.D below shall receive only one of the following:

1. Associate Degree in Fire Science, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, or Fire Protection - \$1,560 (\$60 in the regular paycheck every two weeks).
  2. Bachelor's Degree in Fire Science, Fire Administration, Fire Engineering, Fire Protection Technology, Emergency Management, EMS, Nursing, Health Care Administration, Industrial Safety, Occupational Safety, Risk Management, Human Resources, Leadership and Management, Professional Management, Organizational Studies, Paramedic Science/Technology, Business Administration, Public Administration, Criminal Justice, or any other similar degree program approved by the Fire Chief - \$2,600 (\$100 in the regular paycheck every two weeks).
- C. Employees achieving their educational milestone or certification shall be paid the incentive effective the payroll period that the milestone was reached, or certification awarded.
- D. Only those employees having degrees from accredited institutions will be eligible for payment under 24.2 D. It is the parties' understanding that accredited educational institutions only include colleges and universities which are listed within the U.S. Department of Education's Database of Accredited Postsecondary Institutions and Programs. In the event an employee completes a qualifying degree from an institution that meets the accreditation requirements at the time of graduation, but that institution subsequently loses its accreditation, the employee will remain eligible for incentives in 24.2. D.

ARTICLE 25  
EDUCATION REIMBURSEMENT PROGRAM

25.1 Each year, the City shall budget an educational fund of \$48,000 and sufficient additional funds, if necessary, to reimburse each employee the tuition and reimbursable expenses, as defined in Article 25.4, for one approved, 3-credit course or equivalent "approved course/training" started by August 15<sup>th</sup> of each year and successfully completed in accordance with Article 25.2 before August 15<sup>th</sup> of the next year. Education or training courses must be taken at an institution approved by the Florida State Fire College or from an entity approved by the Fire Chief or designee. College level courses shall be taken at accredited educational institutions which include colleges and universities that are listed within the U.S. Department of Education's Database of Accredited Post-Secondary Institutions and Programs. Final approval of courses shall come from the Fire Chief or designee.

25.2 To obtain education reimbursement, an employee shall: (a) complete the Course/Program Pre-Approval Form, (b) submit the completed form to their immediate supervisor, and (c) receive written approval from the Fire Chief or designee before the start of the course. An employee shall submit to the Fire Chief or his designee within two weeks from the start of the course an itemized receipt of the tuition and reimbursable expenses and submit evidence of the satisfactory completion of the course/training to the City within thirty 30 days of completing the course, and no later than August 30<sup>th</sup> of each year to be reimbursed for the approved course.

25.3 After all employees have had the opportunity to take one approved course each year (between August 15<sup>th</sup> and the following August 14<sup>th</sup>), if there is any remaining balance of the educational fund of \$48,000, employees who take and satisfactorily complete additional approved courses will receive a pro rata reimbursement (up to the reimbursement rate in 25.4) for the additional approved course or courses completed based on educational funds remaining and the amount spent by each employee for the additional approved courses up to \$2,500. In the event that there is a remaining balance in the educational fund, employees who take and satisfactorily complete additional approved courses will be eligible for a pro rata reimbursement which shall not exceed the rates outlined in 25.4.

25.4 The City shall reimburse employees at the rate up to the per credit hour of the undergraduate tuition rate, except if the approved course is a graduate course the reimbursement rate shall be up to the per credit hour of the graduate tuition rate, approved by the Florida Board of Regents for Florida Atlantic University as of August 15<sup>th</sup> of each year. Reimbursable expenses within the credit hour rate are: tuition, tuition differential fees, capital improvement fees, financial aid fees, activity and service fees, athletic fees, health fees, e-learning fees, lab fees and technology fees. The City shall not pay for: late registration fees, miscellaneous supplies, travel time or travel expenses, cost of transcripts, certificate fees, collection fees, textbooks, orientation fees, late payment fees, ID card fees, reinstatement fees, transportation access fees, out of state, or repeat course surcharges.

25.5 All education reimbursements under this Article will be paid by the City by direct deposit as employees fulfill all requirements of Article 25.2. Reimbursements will be made no later than

September 30<sup>th</sup> of each year and may be subject to taxation per applicable laws. Reimbursements for additional approved courses as described in Article 25.3 will be distributed, if funds are available, after August 30<sup>th</sup>.

25.6 If an employee does not pass a course with a grade of "C" or better, or does not receive a "pass" when no letter grades are given, or withdraws from a course, the employee shall not be eligible for the educational reimbursement for that course.

25.7 If an employee voluntarily terminates employment with the City within two (2) years after the date of completion of the course(s), the City shall be reimbursed for all educational reimbursements paid to the employee within the prior two (2) years, which amount shall be deducted by the City from the employee's final paycheck.

ARTICLE 26  
BEREAVEMENT LEAVE

26.1 In the event of a death in the immediate family of an employee on a 48-hour work week, the employee shall be granted up to one (1) twenty-four (24) hour shift off with pay. An additional twenty-four (24) hour shift will be granted for an employee who travels over 250 miles to attend the service.

26.2 Immediate family shall be defined as employee's spouse, children, mother, father, sister, brother, stepparents, step grandchildren, grandmother, grandfather, father or mother-in-law, grandchildren, son or daughter-in-law, brother or sister-in-law and; upon proof, any person in the general family whose ties would normally be considered immediate family and living within the same household.

26.3 The City reserves the right to require documentation supporting approval of bereavement leave after the employee returns to work.

26.4 Applications may be made to the Fire Chief and/or their designee for extension of bereavement leave. The compensation for this additional leave will be paid from any accrued leave time available (sick leave, personal leave, vacation leave), at the employee's choice.

26.5 Employees assigned to a 40-hour work week shall be granted three (3) working days of bereavement leave with pay in the event of a death in the immediate family within the State of Florida. Five (5) working days will be granted in the event of a death, which requires the employee to travel over 250 miles to attend the service.

ARTICLE 27  
UNIFORMS

27.1 The City shall supply as needed to each member, at no cost to the member:

- a. Dress Uniform:  
Short sleeve and long sleeve, button shirt with Fire Rescue Patch, white for Lieutenants, Captains, Assistant Fire Marshal and Inspectors, blue for all others.  
Dark blue pants  
Black belt  
Badge  
Nametag  
Collar Insignia, if applicable  
Paramedic or EMT patch (except for long sleeve button shirt)
- b. Daily Uniform:  
Short sleeve polo type shirt, with Fire Rescue and Union embroidery in chest and TAMARAC FIRE RESCUE on back  
Dark blue pants  
Black belt  
Blue baseball style cap with approved Union logo
- c. Work Uniform:  
Blue short and long sleeve T-shirt with approved Union logo  
Dark blue pants  
Black belt
- d. Turn-out Gear:  
Helmet  
Coat  
Pants  
Boots  
Gloves  
Hood  
Suspenders  
SCBA Mask
- e. Miscellaneous:  
Jacket  
Sweatshirt with approved Union logo  
Jumpsuit

Where specified above under multiple lists, one item may serve to complete more than one uniform. Whenever possible, components shall be approved for structural firefighting under the appropriate NFPA standard.

27.2 Any member who loses or fails to take proper care in safeguarding their equipment shall replace the equipment at their own expense. Personal equipment damaged in the course of performing required job duties may be considered for replacement up to an amount of \$100.00 after presenting report of breakage or damage to the Department. Personal equipment is defined as glasses, watches, knives, rescue or fire tools, and wedding bands. All lost or misplaced City issued equipment, clothing or uniforms will be replaced by the employee.

27.3 All employees shall wear ANSI approved solid black safety shoes or boots. The City shall choose the vendors and make available at least eight (8) shoe styles, which shall include traditional work shoe and boot styles, for individual employee selection.

ARTICLE 28  
TERMINATION OF BENEFITS

28.1 Vacation time, sick leave, holiday time and overtime (compensatory time) that has been performed and is in an accumulated status, will be compensated in accordance with applicable contract provisions by check upon termination or entry into the DROP provided at least two weeks written notice of termination or entry into the DROP has been provided to the City or on the next payday at the option of the employee. If two weeks written notice has not been provided to the City, the final payment shall be processed with the next scheduled payroll.

28.2 The City shall be entitled to withhold all or a portion of the final check pending the member's return of all City property in their custody including, but not limited to, Fire Rescue Department equipment, and City identification cards.

ARTICLE 29  
PROBATIONARY PERIOD/EMPLOYEE (NEW HIRE)

29.1 The probationary period for all new employees shall be one year from the date of employment as a Firefighter. An employee shall be formally reviewed once after three months, six months and nine months from date of hire. These reviews shall in no way affect the employee's salary, but rather shall be a means of notifying the employee, supervisor and Fire Chief of the employee's progress.

29.2 At any time during the Probationary Period, the Fire Chief or City Manager may terminate the employee. Any termination prior to expiration of the probationary period shall be final and not subject to the Grievance Procedure and Arbitration Procedure in this Agreement. Probationary employees who are terminated or resign from employment with the City of Tamarac shall not be eligible to receive a payout for accrued vacation time or sick leave.

29.3 Upon the conclusion of the Probationary Period if the Fire Chief and City Manager recommend continuance of employment, the employee shall be given regular status.

29.4 The probationary period may be extended once for a period of up to six (6) additional months at the sole and exclusive discretion of the Fire Chief with the approval of the City Manager or their designee.

29.5 Notwithstanding any provision of this Agreement, job benefits for probationary employees in the area of leave shall be consistent with the leave provisions in this Agreement.

29.6 Probationary employees are not eligible to do mutual exchanges or use vacation leave during the first six (6) months of their employment with the City except to attend an approved educational course. Probationary employees will be eligible for mutual exchanges and routinely scheduled overtime after the first six (6) months of their employment with the City, and after successful completion of the precepting program.

ARTICLE 30  
SENIORITY

30.1 Each employee shall have seniority standing in the Fire Rescue Department equal to the employee's total length of continuous service with the City of Tamarac Fire Rescue Department.

30.2 Seniority as defined in this article shall be used in the pick of vacations and to determine any matters involving seniority, which are utilized in this contract.

30.3 Any "ties" identified as a result of the use of this article shall be broken by the use of the following criteria:

1. Original Date of Employment
- If the same: 2. Date employee signed the Conditional Offer of Employment
- If the same: 3. Date and, if applicable, time employment application was received by Human Resources Department
- If the same: 4. Date application was signed by the employee.

30.3 The Human Resources Department annually will publish a seniority list by September 1<sup>st</sup>.

ARTICLE 31  
PERSONNEL REDUCTION

31.1 In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in the Tamarac Fire Rescue Department. If more than one (1) classification is affected, an employee laid off from a higher classification shall be given an opportunity to revert to the next lower classification, provided that they are fully qualified to perform the work in that lower classification.

31.2 Employees shall be recalled from layoff in accordance with their seniority in the Tamarac Fire Rescue Department. No new employee shall be hired as a Firefighter until all employees on layoff status in that classification have had an opportunity to return to work; however, such employees may be required to pass a pre-employment medical examination at time of recall. No laid off employees shall retain recall rights beyond twelve (12) months from date of layoff.

31.3 An employee being recalled shall be notified by certified mail (return receipt) and shall have fifteen (15) working days from the date of mailing of notice to respond affirmatively. If the City fails to receive an affirmative response, the employee shall be removed from the recall list and the City shall have no further obligation to the employee.

ARTICLE 32  
PROMOTIONAL EXAMINATIONS

32.1 Promotional examinations will be scheduled by the Director of Human Resources or designee. All examinations shall cover matters which will test the knowledge, skills and abilities of the candidates to efficiently and effectively perform the duties of the position to be filled.

32.2 Announcements for promotional examinations shall include eligibility requirements, application procedure, date of examination, and a list of the source material to be used in the development of the written examination. Announcements of promotional examinations shall be made no less than ninety (90) calendar days prior to the date of the examination. Official City of Tamarac e-mail will meet this posting requirement.

32.3 Promotional examinations will be scheduled at least once every two (2) years or when a promotional list is depleted. The Driver/Engineer and Assistant Fire Marshal examination will be given in even years and every two years thereafter, prior to June 30<sup>th</sup> and the Assistant Fire Marshal examination will be given only if there are two or more eligible candidates. The Lieutenants examination will be given in odd years and every two years thereafter, prior to June 30<sup>th</sup>. The Captain examination will be given in odd years and every two years thereafter, prior to June 30<sup>th</sup>.

32.4 Promotional examinations may be composed of the following components: an assessment center, practical demonstration of skills, a written test and/or an oral review board; provided that there will at least be a written test or a written portion of an assessment center. The weights for individual subcomponents of the examination will be established prior to the administration of the examination.

32.5 All promotions shall be made by using the competitive examination process outlined in this Article.

32.6 Each component of the testing process will be valued at 100 points. Each component shall require a passing score of 70%. The final score shall be based on the total score of all components divided by the number of components.

32.7 The written test will be drawn from not more than four (4) recognized Fire Department texts, Tamarac Fire Rescue Departmental Policies and Operational Guidelines and current departmental medical protocol manuals.

32.8 The Human Resources Department will notify each candidate of their score and the candidate will be provided an opportunity to review their examination packet and score. The Human Resources Department's inability to contact any individual candidate will not delay or interrupt the promotional process. Candidates will have ten (10) calendar days from the notification date to examine with Human Resources staff their examination packet and score.

32.9 A promotional list shall be compiled from the list of employees that earn a passing score on each component of the examination and will be in effect until a new promotional list is posted in accordance with this Article.

32.10 All promotions shall be made from the existing promotional lists. The Fire Chief shall have the sole and exclusive discretion to promote any one (1) of the top three (3) candidates on a promotional list. If a candidate is being passed over for promotion, the Fire Chief shall offer to meet with the candidate and advise the candidate of the reason(s) they are being passed over for promotion.

32.11 When a promotion is made from the top three (3) candidates on a promotional list, the

next ranked candidate shall be moved up on the list to provide a pool of the top three candidates from which a selection may be made.

32.12 Candidates on a promotional list may voluntarily and permanently remove themselves from that promotional list by submitting a written request to the Fire Chief.

32.13 If fewer than three (3) candidates are on a promotional list, for whatever reason, the Fire Chief may at his sole and exclusive discretion, either make promotions from that promotional list or consider that promotional list depleted and schedule a new promotional examination.

32.14 Eligibility for taking the examination for the following positions within the Bargaining Unit:

A. Driver/Engineer

3 years of service as a firefighter with Tamarac Fire Rescue and successful completion of Apparatus Operator and Aerial Apparatus Operator courses approved by the Fire Chief.

B. Fire Inspector/Plans Examiner

Minimum of two (2) years of direct experience reviewing building plans for compliance with fire codes, possess and maintains a Florida Fire Safety Inspector I certification, possess or be able to obtain and maintain the Broward County Board of Rules and Appeals Plans Examiner certification within six (6) months.

C. Assistant Fire Marshal

5 years of service with Tamarac Fire Rescue with at least 3 years in a Fire Prevention Bureau and at least 1 year of direct experience reviewing building plans for compliance with fire and life safety codes. An Associate Degree with a major in Fire Science, Fire Administration, Emergency Management, Construction Trades, or related field approved by the Fire Chief and Certified Fire Protection Specialist and State of Florida Fire Investigator Certification and Broward County Board of Rules and Appeals Plans Examiner Certification.

All candidates must have successfully completed the City's Supervision in Government series in order to take the written exam.

D. Lieutenant

5 years of service with Tamarac Fire Rescue, State of Florida Paramedic Certification, and Florida Fire Officer 1 Certification.

OR

3 years of service with Tamarac Fire Rescue, and State of Florida Paramedic Certificate, and Degree in Fire Science or Fire Protection (either Associate or Bachelors.)

OR

3 years of service with Tamarac Fire Rescue, and State of Florida Paramedic Certificate, and Florida Fire Officer 1 Certification AND Degree in EMS, Nursing, Emergency Administration and Management, or Public Safety Administration (either Associate or Bachelor's.)

Any person promoted to Lieutenant must possess and maintain State of Florida Paramedic Certification and the Incident Safety Officer State Certification within twelve (12) months of promotion.

All Fire Lieutenant candidates must have successfully completed the City's Supervision in Government level I course in order to take the exam.

A. Captain

3 years of service with Tamarac Fire Rescue as a Lieutenant, and State of Florida Paramedic Certificate, and Associate or Bachelor's Degree in Fire Science or Fire Protection.

OR

3 years of service with Tamarac Fire Rescue as a Lieutenant, and State of Florida Paramedic Certificate, and Florida Fire Officer 1 Certification AND Degree in EMS, Nursing, Emergency Administration and Management, Public Safety Administration or related field as approved by the Fire Chief (either Associate or Bachelor's.)

Any person promoted to Captain must possess and maintain a State of Florida Paramedic Certificate and the Incident Safety Officer State Certification within twelve (12) months of promotion.

All Captain candidates must have completed 3 years of service with Tamarac Fire Rescue as a Lieutenant, and (1) State of Florida Paramedic Certificate; and (2) either (a) a Florida Fire Officer II Certification or (b) have completed a minimum of thirty (30) upper division credit hours towards a Bachelor's degree in Fire Science or Fire Protection, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, Public Administration or related field as approved by the Fire Chief or (c) have completed or be enrolled and accepted in the Managing Officer Program, National Fire Academy; and (3) successfully completed the City's Supervision in Government series; and (4) a degree in Fire Science or Fire Protection, EMS, Nursing, Emergency Administration and Management, Public Safety Administration or related field as approved by the Fire Chief (either Associate or Bachelors.)

All promoted candidates must have successfully completed the City's Supervision in Government level I course prior to sitting for the written exam.

Eligibility for the promotional position must be satisfied, and supporting documentation provided at the time the employee's application to take the written exam is submitted.

32.15 Veteran's preference shall be granted in accordance with all Federal and State Statutes and regulations.

32.16 Lieutenant candidates will be awarded two (2) points toward their written test score for successfully completing the 500 hours or more for working out of title as a Company Officer two years prior to the promotional testing date.

Points awarded through any option in 32.16 may not be used to reach a passing score.

ARTICLE 33  
PROMOTIONAL PROBATION

33.1 An employee receiving a promotion from a lower to a higher position shall be placed on a six (6) month probation period at the time of promotion. The Fire Chief or designee shall prepare an Employee Performance Appraisal and Development Plan Form after two (2), four (4) and six (6) months and make their recommendations to the City Manager or their designee for regular status in the position.

33.2 A City employee currently working in another department who is promoted to a position in the Fire Department shall be placed on a twelve (12) month probation period at the time of promotion. The employee shall be formally reviewed by the Fire Chief or Designee after three (3), six (6), and nine (9) months. At the conclusion of the probationary period, the Fire Chief or designee shall make their recommendation to the City Manager or designee for the employee to attain regular status in the position.

33.3 If at any time during the probationary period, a promoted employee does not perform satisfactorily, they shall be returned to their original classification, if that classification is covered by this contract. In the event their original classification, if covered by this contract is occupied the last employee promoted to fill that classification shall be returned to their previous position.

33.4 The probationary period may be extended once for a period of six (6) additional months at the sole and exclusive discretion of the Fire Chief with the approval of the City Manager or their designee only in situations where the probationary employee could not be evaluated.

ARTICLE 34  
UNION BUSINESS

34.1 District President and/or designee shall be granted time off to perform their Union functions, including attendance at arbitration hearings, conventions, conferences and seminars. The Union shall inform the City, in writing, of the names and rank of its officers and of its negotiating team within five (5) days after their appointment/election. Time off for Union business is subject to each of the following conditions:

- (a) A written request including reason, time and location is submitted to Department Management at least forty-eight (48) hours prior to the time-off period.
- (b) Sufficient staffing is available in the regular shift to properly staff the department during the absence of the local Union official.
- (c) Employees of equal rank shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.

34.2 Time off as provided in this Article for local Union officials shall not exceed a combined total of twelve (12) twenty-four (24) hour shifts being 288 hours total for the conduct of Union business in any one (1) fiscal year. Additional hours may be granted by the Fire Chief or designee at their discretion.

34.3 Any Union member designated by the District President may attend Union business after agreement in writing by the Fire Chief.

34.4 Time spent on authorized Union business or otherwise permitted under this Article, will not be counted as hours worked for computation of overtime.

34.5 Time off as provided in this Article may be used by elected firefighter pension board trustees for attendance at firefighter pension board meetings, and conferences or seminars approved by the firefighter pension board. The City will provide up to four (4) twenty-four hour shifts per fiscal year per elected trustee for this purpose.

34.6 All leave requests for Union business or leave as otherwise permitted under this Article must be signed by the Union District President before approval.

34.7 Up to two (2) members of the negotiation team may attend collective bargaining negotiation sessions while on duty as long as such attendance does not result in any overtime and no units are removed from service.

ARTICLE 35  
EMPLOYEE RIGHTS

35.1 Employees within the bargaining unit shall have all of the rights provided for in Florida State Statutes including any and all administrative and judicial interpretations of said Statutes including the right to join and participate in an employee organization, to negotiate collectively, to be represented in the determination of grievances, and engage in activities not prohibited by law. In accordance with Florida Statute 447, it is the intent of both parties to promote harmonious and cooperative relationships between the parties, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the City.

ARTICLE 36  
RULES AND REGULATIONS

36.1 The Union agrees that its members shall comply with all Fire Rescue Department Rules and Regulations, including those relating to conduct and work performance.

36.2 A current copy of the Rules and Regulations shall be available for review in the City's Intranet.

36.3 These shall be updated annually as a minimum or as needed by the Fire Chief.

36.4 At mutually agreeable times, representatives of the Union and Management shall meet upon the request of either party for the purpose of discussing any matter of mutual interest. The Fire Chief agrees to advise the District President or designee of any change in rules or regulations prior to implementation of same.

36.5 All Rules and Regulations affecting hours, wages, or working conditions, if amended, shall be subject to collective bargaining (F.S. 447).

ARTICLE 37  
FIREFIGHTERS BILL OF RIGHTS

37.1 The City and the Union agree to fully comply with all provisions of the “Firefighters Bill of Rights” in accordance with Florida Statutes and a copy of those provisions shall be included in the Tamarac Fire Rescue Department Rules and Regulations.

ARTICLE 38  
DRILLS/TRAINING

38.1 The Fire Chief shall have the sole responsibility for the training of members within the Fire Rescue Department. The Training Officer, designated by the Fire Chief, will post training, classes, and drill schedules.

38.2 Drills and/or classes typically will be between 09:30 hours to 16:00 hours Monday through Friday, as is currently practiced, and on Saturday Tool/Equipment Review will be limited to 09:00 hours to 12:00 hours only, however drills may occur from 08:00 hours to 23:00 hours as special circumstances occur.

38.3 No drills on holidays.

38.4 No more than one complete physical drill in full bunker gear per twenty-four-hour shift.

38.5 Physical drills at any approved training facility will be no longer than eight (8) hours.

38.6 Drills shall be suspended or modified when in the opinion of the Company Officer, after consultation with the shift supervisor or Battalion Chief, the weather conditions pose a hazard to the wellbeing of the participants.

38.7 The City reserves the right to establish minimum training standards. These standards shall be established by the Fire Chief.

38.8 Company Officers shall be assigned the responsibility of ensuring that training standards are accomplished.

ARTICLE 39  
MAINTENANCE DAY

39.1 As a guideline for twenty-four (24) hour shift employees, the normal work day for all routine activities, i.e., - vehicle maintenance, station maintenance, and all other similar activities - shall begin at 0800 and end at 1600, (with the exception of training, vehicle readiness, and service readiness and/or capability).

ARTICLE 40  
JOB DUTIES

40.1 It is understood by the parties that the duties enumerated in job descriptions are not always specifically described. The City agrees that it will not require new tasks and duties to be performed which are not inherent in the nature of the work or do not fall within the skills and other factors common to the position.

40.2 Whenever there is proposed change in the job description of a classification or position within this bargaining unit, the City shall discuss with Union the proposed changes. If the Union is not satisfied with the proposed changes, it may in writing within ten (10) days of the conclusion of the discussion stated above, request a hearing before the Director of Human Resources. This hearing shall be held at a mutually agreeable time within thirty (30) days of the hearing request. If either party is not satisfied, the differences shall be resolved pursuant to bargaining in accordance with F.S. 447.

40.3 Personnel covered by this contract shall not be required to perform lawn maintenance.

ARTICLE 41  
CIVIL SUITS

41.1 The City agrees to defend and hold harmless, any member covered by this Agreement, and automatically undertakes the defense of any member employee against civil damage suits arising from performance of duties while within the employee's scope of employment and will file proper and appropriate counter suits.

ARTICLE 42  
BULLETIN BOARDS

42.1 The City shall furnish one (1) bulletin board per station for the exclusive use of Local 3080, International Association of Firefighters, for posting of bulletins, notices and other Association materials. Any notice or item placed on the bulletin board shall bear on its face the legible designation of the District President (DP) of Local 3080 or his designee by official seal, stamp or signature.

ARTICLE 43  
WORK STOPPAGES

43.1 The Union agrees that its members will not engage in strikes, slow downs, boycotts, stoppage of work, refusal of assignments, or any interference with efficient management and operation of the Fire Rescue Department and the City.

43.2 It is recognized by the parties that the activities enumerated in Paragraph 1, are contrary to the laws of the State of Florida and the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

ARTICLE 44  
SPECIAL OPERATIONS

44.1 The City has the sole and exclusive discretion to establish a Special Operations Team.

ARTICLE 45  
NON-DISCRIMINATION

45.1 No employee covered by this Agreement will be discriminated against by the City and/or the Union with respect to any job benefits or other conditions of employment accruing from this Agreement because of Union membership or non-Union membership. Further, no employee covered by this Agreement will be discriminated against by either party to this Agreement because of race, sex including pregnancy, national origin, color, age, disability, marital status, political affiliation, familial status, sexual orientation, gender identity and expression or religion.

ARTICLE 46  
SERVICES TO THE UNION

46.1 Upon publication, the City shall provide one copy of this Agreement to each member.

46.2 Upon publication, the City agrees to provide one (1) copy each to the Union, without charge:  
1) proposed budget, 2) final budget, 3) year-end financial statement.

ARTICLE 47  
EXECUTIVE ORDER

47.1 If, an executive order is issued by the Governor including but not limited to strikes, work stoppages, riots, civil disorders, hurricane conditions, or similar occurrences, the provisions of this Agreement may be suspended by the City Manager or designee during the time of the declared emergency, provided that pay, insurance and pension benefits shall not be suspended.

ARTICLE 48  
SEVERABILITY CLAUSE

48.1 Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

## ARTICLE 49 KELLY DAYS

49.1 This article applies only to those employees assigned to a twenty-four (24) hour shift. A twenty-one (21) day, three (3) Battalions rotating cycle on twenty-four (24) continuous hours of duty, with one (1) normally scheduled tour of duty (Kelly Day) off every seventh (7<sup>th</sup>) shift, shall be maintained for the term of this agreement. Exceptions may occur during the implementation of new annual Kelly Day assignments, when the newly assigned Kelly Day may not occur on an employee's seventh (7<sup>th</sup>) shift. "Kelly Days" shall be bid on the basis of seniority for each platoon on an annual basis during October of each year for the following calendar year (starting January 2<sup>nd</sup>). Kelly Day assignments will be issued by October 30<sup>th</sup>.

49.2 After the initial selection, if it is necessary to adjust the "Kelly Day" assignments, such an adjustment shall be made by the Battalion Chief in order to balance the number of members off on any given day. In the event of an intra-shift balancing of personnel, the Battalion Chief shall, in their sole discretion, determine the day from which the balancing shall occur. Once that day is selected, the Battalion Chief shall make a reasonable effort to offer selection to the senior employees in the affected rank on that day. The impacted employee will be afforded one opportunity to take any given day off (one 24-hour shift) they choose, using their own accumulated leave, without regard to the number of leave slots available. This opportunity will sunset at the end of six months from the date of the first new Kelly Day, or the end of the calendar year, whichever comes later. Such opportunity would not be available on a recognized Holiday as defined in Article 15, unless the impacted employee had that holiday as their assigned Kelly Day before the adjustment. An employee whose Kelly Day changes as a result of their own promotion will not be eligible for this opportunity.

49.3 The Fire Chief has the right to adjust the "Kelly Day" schedule in order to balance the rank and number of employees off on any given day. Nothing in this Article is intended to limit the City's sole and exclusive right to adjust the "Kelly Day" schedule in order to balance the number of employees off on any given day.

49.4 In the event that there is a "Kelly Day" vacancy due to retirement, promotion, shift transfer, resignation, termination or any other reason, the Battalion Chief may, at their sole discretion, approve an employee's request for a one-time "Kelly Day" exchange.

49.5 In the event of a shift change, employees who have their shift changed due to the needs of the City shall have the right to re-bid their Kelly Days within their prospective shifts.

In the event that an employee requests a change of Kelly Day or shift exchange, they shall not have the right to re-bid and/or subsequently bump another employee's assigned Kelly Day or create an overtime situation that the City is responsible for such costs.

Shift transfers resulting from the promotion of an employee will not be considered as being for the needs of the City for the employee promoted.

49.6 Any employee may mutually exchange Kelly Days with any other employee who is eligible and approved to work in the same capacity subject to the approval of the Battalion Chief, as long as minimum staffing levels are maintained, and overtime is not incurred as a result of the mutual exchange. Kelly Day exchanges shall not incur costs to the City. There will be no permanent exchange of Kelly Days due to employee request after the initial annual bid.

49.7 The City agrees to meet with the Union no later than October 25, 2026 to discuss a plan, including costs and staffing impacts, regarding a possible transition from a 24/48 work schedule to a 24/72 work schedule.

ARTICLE 50  
PARAMEDIC ASSIGNMENT PAY

50.1 Any paramedic removed from assignment for more than 30 days will be paid as an EMT in accordance with Article 8, Wages. For the life of this agreement, no assigned paramedic will lose their assignment and pay unless they voluntarily leaves the assignment or is removed for cause.

50.2 All recertification requirements shall be the sole responsibility of the paramedic and EMT. The City will reimburse the employee for the continuing education costs incurred, in accordance with Article 25, as long as the employee has been pre-approved to attend the course by the Fire Chief or their designee. Attendance will be during the employee's own time and will not be compensated by the City.

ARTICLE 51  
TERM OF AGREEMENT

51.1 This Agreement shall be effective this 1st day of October 2024 and shall remain in full force and effect until and including September 30, 2027.

DATED this 13<sup>th</sup> day of NOVEMBER, 2024.



ATTEST:

  
KIMBERLY DILLON, CMC  
CITY CLERK

ATTEST:

  
APPROVED AS TO FORM  
HANS OTTINOT  
CITY ATTORNEY

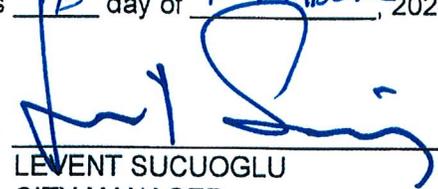
 11/14/24  
JAMES SCOTT  
DISTRICT VICE PRESIDENT  
METRO-BROWARD PROFESSIONAL FIREFIGHTERS  
LOCAL 3080

 10/14/24  
BRIAN POWELL, PRESIDENT  
METRO-BROWARD PROFESSIONAL FIREFIGHTERS  
LOCAL 3080

CITY OF TAMARAC

  
MICHELLE GOMEZ  
MAYOR

This 13<sup>th</sup> day of NOVEMBER, 2024

BY:   
LEVENT SUCUOGLU  
CITY MANAGER

This 4 day of December, 2024

BY:   
ROBERT D. SOLOFF  
CHIEF NEGOTIATOR

This 15<sup>th</sup> day of November, 2024

<b>Wage Increase</b>		<b>8.00%</b>										
<b>Annual 24/25</b>	<b>Annualized</b>											
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Firefighter EMT	\$ 62,863.26	\$ 66,017.20	\$ 69,252.02	\$ 72,756.40	\$ 76,368.61	\$ 80,223.44	\$ 84,240.00	\$ 86,746.98	\$ 89,334.84	\$ 92,030.52	\$ 94,807.07	\$ 97,664.49
Firefighter Paramedic	\$ 69,117.24	\$ 72,621.62	\$ 76,233.83	\$ 80,007.78	\$ 84,024.35	\$ 88,229.61	\$ 92,650.52	\$ 95,454.03	\$ 98,257.54	\$ 101,222.78	\$ 104,214.99	\$ 107,395.89
Driver Engineer EMT	\$ 74,427.72	\$ 76,638.18	\$ 78,929.51	\$ 81,274.75	\$ 83,754.78	\$ 86,234.80	\$ 88,849.61	\$ 91,545.29	\$ 94,240.97	\$ 97,125.35	\$ 100,036.68	\$ 103,001.93
Driver Engineer Paramedic	\$ 81,840.84	\$ 84,320.87	\$ 86,854.81	\$ 89,442.66	\$ 92,111.39	\$ 94,860.98	\$ 97,745.36	\$ 100,683.65	\$ 103,702.81	\$ 106,775.88	\$ 109,983.74	\$ 113,191.60
LT Paramedic	\$ 91,329.64	\$ 94,052.28	\$ 96,882.74	\$ 99,821.03	\$ 102,786.28	\$ 105,886.31	\$ 109,040.26	\$ 112,382.90	\$ 115,617.72	\$ 119,149.06	\$ 122,761.27	\$ 126,400.44
Captain Paramedic 48	\$ 100,467.99	\$ 103,541.07	\$ 106,587.19	\$ 109,822.00	\$ 113,029.86	\$ 116,480.33	\$ 119,957.76	\$ 123,543.01	\$ 127,263.05	\$ 131,117.88	\$ 134,945.74	\$ 137,048.37
Captain Paramedic 40	\$ 105,490.94	\$ 108,635.90	\$ 111,938.11	\$ 115,285.25	\$ 118,699.78	\$ 122,316.48	\$ 125,933.18	\$ 129,707.14	\$ 133,615.87	\$ 137,614.46	\$ 141,770.30	\$ 143,904.38
Assisant Fire Marshal 40	\$ 89,990.78	\$ 92,708.93	\$ 95,472.00	\$ 98,324.93	\$ 101,290.18	\$ 104,345.28	\$ 107,490.24	\$ 110,680.13	\$ 114,004.80	\$ 117,396.86	\$ 120,946.18	\$ 124,585.34
Fire Inspector 40	\$ 69,016.15	\$ 71,064.86	\$ 73,177.60	\$ 75,375.71	\$ 77,659.17	\$ 79,985.32	\$ 82,375.49	\$ 84,872.36	\$ 87,369.24	\$ 90,036.84	\$ 92,747.12	\$ 95,478.74
Fire Inspector EMT 40	\$ 72,648.58	\$ 74,805.12	\$ 77,029.06	\$ 79,342.85	\$ 81,746.50	\$ 84,195.07	\$ 86,711.04	\$ 89,339.33	\$ 91,967.62	\$ 94,775.62	\$ 97,628.54	\$ 100,503.94
Fire Inspector PE EMT 40	\$ 76,242.82	\$ 78,534.14	\$ 80,870.40	\$ 83,318.98	\$ 85,812.48	\$ 88,440.77	\$ 91,024.13	\$ 93,787.20	\$ 96,595.20	\$ 99,493.06	\$ 102,480.77	\$ 105,580.80
Fire Inspector/PM 40	\$ 76,242.82	\$ 78,534.14	\$ 80,870.40	\$ 83,318.98	\$ 85,812.48	\$ 88,440.77	\$ 91,024.13	\$ 93,787.20	\$ 96,595.20	\$ 99,493.06	\$ 102,480.77	\$ 105,580.80
Fire Inspector/PE/PM 40	\$ 80,039.23	\$ 82,465.34	\$ 84,913.92	\$ 87,474.82	\$ 90,103.10	\$ 92,866.18	\$ 95,584.32	\$ 98,459.71	\$ 101,402.50	\$ 104,480.06	\$ 107,602.56	\$ 110,882.30

<b>Wage Increase</b>		<b>7.00%</b>										
<b>Annual 25/26</b>	<b>Annualized</b>											
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Firefighter EMT	\$ 67,263.69	\$ 70,638.41	\$ 74,099.66	\$ 77,849.35	\$ 81,714.42	\$ 85,839.08	\$ 90,136.80	\$ 92,819.27	\$ 95,588.27	\$ 98,472.65	\$ 101,443.56	\$ 104,501.00
Firefighter Paramedic	\$ 73,955.44	\$ 77,705.13	\$ 81,570.20	\$ 85,608.33	\$ 89,906.05	\$ 94,405.68	\$ 99,136.06	\$ 102,135.81	\$ 105,135.56	\$ 108,308.38	\$ 111,510.04	\$ 114,913.60
Driver Engineer EMT	\$ 79,637.67	\$ 82,002.86	\$ 84,454.58	\$ 86,963.98	\$ 89,617.61	\$ 92,271.24	\$ 95,069.09	\$ 97,953.46	\$ 100,837.84	\$ 103,924.12	\$ 107,039.25	\$ 110,212.07
Driver Engineer Paramedic	\$ 87,569.70	\$ 90,223.33	\$ 92,934.65	\$ 95,703.65	\$ 98,559.18	\$ 101,501.25	\$ 104,587.53	\$ 107,731.50	\$ 110,962.01	\$ 114,250.20	\$ 117,682.61	\$ 121,115.02
LT Paramedic	\$ 97,722.71	\$ 100,635.93	\$ 103,664.53	\$ 106,808.50	\$ 109,981.32	\$ 113,298.35	\$ 116,737.07	\$ 120,249.70	\$ 123,710.96	\$ 127,489.49	\$ 131,354.56	\$ 135,248.47
Captain Paramedic 48	\$ 107,500.75	\$ 110,788.94	\$ 114,048.29	\$ 117,509.54	\$ 120,941.95	\$ 124,633.96	\$ 128,354.80	\$ 132,191.03	\$ 136,171.47	\$ 140,296.13	\$ 144,391.94	\$ 146,641.76
Captain Paramedic 40	\$ 112,875.31	\$ 116,240.42	\$ 119,773.78	\$ 123,355.22	\$ 127,008.76	\$ 130,878.63	\$ 134,748.51	\$ 138,786.64	\$ 142,968.98	\$ 147,247.48	\$ 151,694.23	\$ 153,977.69
Assisant. Fire Marshal 40	\$ 96,290.14	\$ 99,198.55	\$ 102,155.04	\$ 105,207.67	\$ 108,380.49	\$ 111,649.45	\$ 115,014.56	\$ 118,427.74	\$ 121,985.14	\$ 125,614.64	\$ 129,412.41	\$ 133,306.32
Fire Inspector 40	\$ 73,847.28	\$ 76,039.40	\$ 78,300.04	\$ 80,652.00	\$ 83,095.31	\$ 85,584.29	\$ 88,141.77	\$ 90,813.43	\$ 93,485.08	\$ 96,339.41	\$ 99,239.41	\$ 102,162.25
Fire Inspector EMT 40	\$ 77,733.98	\$ 80,041.48	\$ 82,421.09	\$ 84,896.85	\$ 87,468.75	\$ 90,088.73	\$ 92,780.81	\$ 95,593.08	\$ 98,405.35	\$ 101,409.91	\$ 104,462.54	\$ 107,539.21
Fire Inspector PE EMT 40	\$ 81,579.81	\$ 84,031.53	\$ 86,531.33	\$ 89,151.30	\$ 91,819.35	\$ 94,631.62	\$ 97,395.82	\$ 100,352.30	\$ 103,356.86	\$ 106,457.57	\$ 109,654.42	\$ 112,971.46
Fire Inspector/PM 40	\$ 81,579.81	\$ 84,031.53	\$ 86,531.33	\$ 89,151.30	\$ 91,819.35	\$ 94,631.62	\$ 97,395.82	\$ 100,352.30	\$ 103,356.86	\$ 106,457.57	\$ 109,654.42	\$ 112,971.46
Fire Inspector/PE/PM 40	\$ 85,641.98	\$ 88,237.92	\$ 90,857.89	\$ 93,598.05	\$ 96,410.32	\$ 99,366.81	\$ 102,275.22	\$ 105,351.89	\$ 108,500.67	\$ 111,793.67	\$ 115,134.74	\$ 118,644.07

<b>Wage Increase</b>		<b>6.00%</b>										
<b>Annual 26/27</b>	<b>Annualized</b>											
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Firefighter EMT	\$ 71,299.51	\$ 74,876.71	\$ 78,545.64	\$ 82,520.31	\$ 86,617.28	\$ 90,989.42	\$ 95,545.01	\$ 98,388.43	\$ 101,323.57	\$ 104,381.01	\$ 107,530.17	\$ 110,771.06
Firefighter Paramedic	\$ 78,392.77	\$ 82,367.44	\$ 86,464.41	\$ 90,744.83	\$ 95,300.41	\$ 100,070.02	\$ 105,084.22	\$ 108,263.96	\$ 111,443.70	\$ 114,806.88	\$ 118,200.64	\$ 121,808.42
Driver Engineer EMT	\$ 84,415.93	\$ 86,923.03	\$ 89,521.85	\$ 92,181.82	\$ 94,994.67	\$ 97,807.51	\$ 100,773.23	\$ 103,830.67	\$ 106,888.11	\$ 110,159.57	\$ 113,461.61	\$ 116,824.79
Driver Engineer Paramedic	\$ 92,823.89	\$ 95,636.73	\$ 98,510.73	\$ 101,445.87	\$ 104,472.73	\$ 107,591.32	\$ 110,862.78	\$ 114,195.39	\$ 117,619.73	\$ 121,105.21	\$ 124,743.56	\$ 128,381.92
LT Paramedic	\$ 103,586.08	\$ 106,674.09	\$ 109,884.40	\$ 113,217.01	\$ 116,580.20	\$ 120,096.25	\$ 123,673.46	\$ 127,464.68	\$ 131,133.61	\$ 135,138.86	\$ 139,235.83	\$ 143,363.37
Captain Paramedic 48	\$ 113,950.80	\$ 117,436.28	\$ 120,891.19	\$ 124,560.12	\$ 128,198.47	\$ 132,111.99	\$ 136,056.09	\$ 140,122.49	\$ 144,341.75	\$ 148,713.89	\$ 153,055.46	\$ 155,440.26
Captain Paramedic 40	\$ 119,647.83	\$ 123,214.84	\$ 126,960.21	\$ 130,756.53	\$ 134,629.29	\$ 138,731.35	\$ 142,833.42	\$ 147,113.83	\$ 151,547.12	\$ 156,082.33	\$ 160,795.88	\$ 163,216.35
Assisant. Fire Marshal 40	\$ 102,067.55	\$ 105,150.47	\$ 108,284.34	\$ 111,520.13	\$ 114,883.32	\$ 118,348.42	\$ 121,915.43	\$ 125,533.40	\$ 129,304.24	\$ 133,151.52	\$ 137,177.15	\$ 141,304.70
Fire Inspector 40	\$ 78,278.11	\$ 80,601.77	\$ 82,998.04	\$ 85,491.13	\$ 88,081.03	\$ 90,719.35	\$ 93,430.28	\$ 96,262.23	\$ 99,094.19	\$ 102,119.78	\$ 105,193.78	\$ 108,291.99
Fire Inspector EMT 40	\$ 82,398.01	\$ 84,843.97	\$ 87,366.36	\$ 89,990.66	\$ 92,716.88	\$ 95,494.05	\$ 98,347.66	\$ 101,328.67	\$ 104,309.67	\$ 107,494.50	\$ 110,730.29	\$ 113,991.56
Fire Inspector PE EMT 40	\$ 86,474.60	\$ 89,073.43	\$ 91,723.21	\$ 94,500.38	\$ 97,328.51	\$ 100,309.52	\$ 103,239.57	\$ 106,373.44	\$ 109,558.28	\$ 112,845.02	\$ 116,233.69	\$ 119,749.74
Fire Inspector/PM 40	\$ 86,474.60	\$ 89,073.43	\$ 91,723.21	\$ 94,500.38	\$ 97,328.51	\$ 100,309.52	\$ 103,239.57	\$ 106,373.44	\$ 109,558.28	\$ 112,845.02	\$ 116,233.69	\$ 119,749.74
Fire Inspector/PE/PM 40	\$ 90,780.50	\$ 93,532.19	\$ 96,309.37	\$ 99,213.94	\$ 102,194.94	\$ 105,328.82	\$ 108,411.74	\$ 111,673.01	\$ 115,010.71	\$ 118,501.29	\$ 122,042.82	\$ 125,762.71