

**Collective Bargaining Agreement between
The City of Pembroke Pines
and
Professional Fire Fighters of Pembroke
Pines, IAFF Local 2292**

**Term of Contract
October 1, 2024 – September 30, 2027**

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ARTICLE 1 AGREEMENT

The City of Pembroke Pines and Professional Fire Fighters of Pembroke Pines, IAFF, Local 2292 (hereinafter Local 2292 or Union) desire to enter into an agreement with respect to the recognition of Local 2292 as exclusive bargaining representatives for certain bargaining unit positions designated as included by the Florida Public Employees Relations Commission Certification No. 464 last clarified January 16, 1990 by the Public Employees Relations Commission in Case Number UC-89-017 respectfully or as hereafter amended by Petition for Unit Clarification.

The general purpose of the agreement is to provide for benefits, wages, hours and other terms and conditions of employment of those positions included in the Bargaining Unit; to prevent interruption of work and interference with the efficient operation of the City and performance of City operations and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences and the promotion of harmonious relations between the City of Pembroke Pines and Local 2292, International Association of Firefighters.

ARTICLE 2 CITY REPRESENTATIVE

The City Manager or designee shall designate such person or persons in writing to the IAFF who shall have sole authority to conclude an agreement on behalf of the City subject to ratification by the City Commission and the members of the bargaining unit. Any negotiations entered into with persons, other than the City Manager or designee(s), regardless of their position or association with the City, shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the City. It shall be the obligation of the City Manager to notify the Union in writing of any change in designation of the City's representative for the purpose of negotiations.

The City will deal only with the authorized representatives of the IAFF in matters requiring mutual consent or other official action called for by this agreement. The IAFF will notify the City of the names of such authorized representatives.

ARTICLE 3 TERMS OF AGREEMENT
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- 3.01 This Agreement shall be effective October 1, 2024 subject to ratification by the IAFF Bargaining Unit Members and by the City Commission of the City of Pembroke Pines, Florida, and shall continue until September 30, 2027.

- 3.02 Either party may request in writing to the other, between January 1, 2027, and not later than June 1, 2027, to commence negotiations for a successor agreement.

- 3.03 This agreement constitutes the whole agreement between the parties. If parties are in negotiations for a successor agreement and have not reached agreement, the terms of this contract, will remain in full force and effect until negotiations are completed and ratified.

- 3.04 In the event that, during the term of this agreement, the Legislature amends or modifies any statute incorporated into this agreement, the amended or modified statute shall be deemed to be incorporated into this agreement as of the effective date of the amendment. However, impact bargaining, if requested by either party, will commence within thirty (30) days of the request.

ARTICLE 4 MANAGERIAL RIGHTS

- 4.01 Except as otherwise specifically limited in this Agreement, the City has the sole and exclusive right to exercise all rights and functions of management.
- 4.02 These powers include, but are not limited to:
- A. To determine unilaterally the purpose of its Fire Department.
 - B. To set standards of service to be offered to the public by the Fire Department.
 - C. To exercise control and discretion over the Fire Department's organization and operations within the constraints of the budget.
 - D. To direct bargaining unit employees.
 - E. To take disciplinary action.
 - F. To relieve bargaining unit employees from duty because of lack of work or for other legitimate reasons.
 - G. To determine the size of the Fire Department.
 - H. To take whatever steps necessary, consistent with the terms of this agreement, to accommodate a qualified applicant or bargaining unit employee with a disability.
 - I. To set job requirements for new employees.
 - J. The City will not initiate a transfer of services to another department, agency or unit of government during the term of this agreement. It is the intent of the parties to insure that the wages, benefits and conditions of employment provided to members under the terms of this agreement be maintained, to the extent allowed by law, even in the event of a takeover-or transfer of services compelled by County or State action. If a takeover or transfer of services is initiated by Broward County or the State of Florida, the City will use its best efforts to require that all members be hired by any acquiring agency at the member's same or higher rank and that there be no reduction of wages, pension and/or benefits to any member.
- 4.03 Nothing in this Agreement shall be construed as a waiver of or a limitation to the City's management rights as set forth in Florida Statutes s. 447.209.
- 4.04 Nothing in this Agreement shall be construed as a waiver of the IAFF's right to bargain.

ARTICLE 5 RECOGNITION OF UNION

The City of Pembroke Pines, recognizes Local 2292 as the exclusive bargaining representatives of the bargaining unit positions designated as included by the Florida Public Employees Relations Commission Certification No. 464 last clarified in November 30, 1989 by the Public Employees Relations Commission in Case Number UC-89-017 respectfully, or as hereafter amended by Petition for Unit Clarification. PERC Order 90E-014 issued January 16, 1990 clarifying bargaining unit.

5.01 The City and Union reserve their respective rights to seek unit clarification

INCLUDED:

Firefighter/EMT
Firefighter/Paramedic
Driver Engineer/EMT
Driver Engineer/PM
Inspector Lieutenant/EMT
Inspector Lieutenant/PM
Lieutenant
Fire Prevention Captain/EMT
Fire Prevention Captain/PM
Captain
Battalion Chief

EXCLUDED:

Administrative Battalion Chief
Assistant Division Chief
Division Chief
Fire Chief

ARTICLE 6 BEREAVEMENT LEAVE

- 6.01 An IAFF member shall be granted personal leave of up to two (2) consecutive shift days (a shift day as it pertains to bereavement leave will be defined as twenty four (24) hours) if requested, for the purpose of grieving and related activities, in the event of the death of an immediate family member. The following shall detail how this time shall be granted provided the bereavement leave is scheduled within 21 days of the death, unless an extension is granted by the Fire Chief:
- A. If the member's immediate family member (as described in 6.03) passes while the member is off duty, the member shall, upon request, be placed on bereavement leave for up to two (2) consecutive shifts.
 - B. If the member's immediate family member (as described in 6.03) passes while the member is on duty the member shall, upon request, go home on immediate bereavement leave for the remainder of the shift and receive one (1) additional shift of bereavement leave or use sick time for the remainder of the shift and receive two bereavement days off.
- 6.02 If the IAFF member is assigned to a 40 hour work week, the member shall be granted a total of 40 hours of bereavement leave. The following shall detail how this time shall be granted: provided the bereavement leave is scheduled within 21 days of the death, unless an extension is granted by the Fire Chief:
- A. If the member's immediate family member (as described in 6.03) passes while the member is off duty, the member shall, upon request, be placed on bereavement leave for the next four (4) ten (10) hour workdays.
 - B. If the member's immediate family member (as described in 6.03) passes while the member is on duty the member shall, upon request, go home on immediate bereavement leave for the remainder of the workday and receive three (3) additional days of bereavement leave or use sick time for the remainder of the shift and receive four (4) bereavement days off.
- 6.03 An immediate family member shall include the following: the employee's spouse or domestic partner, and the mother, father, children, stepchild, foster child, sister, half-sister, sister-in-law, brother, half-brother, brother-in-law, step-parents, grandparents, legal guardian or grandchild, and great grandparents of the employee, the employee's spouse, or the employee's domestic partner, and the grandparents of the employee's child.
- 6.04 An IAFF member may be granted additional bereavement leave upon the approval of the Fire Chief or the City Manager. The additional bereavement leave pay shall be deducted from the member's sick leave or vacation time at the member's option.
- 6.05 An IAFF member shall be entitled to shift exchanges or use of accrued sick leave or vacation time for bereavement leave in the event of the death of a member of the employee's family as defined in Section 6.03 subject to Fire Chief's approval.
- 6.06 Any other bereavement leave or authorized extension thereof shall be without pay.

ARTICLE 7 CITY WORKPLACE POLICIES

- 7.01 The City's Drug Free Work Place Policy set forth in Ordinance No. 1248, shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 7.02 The City's Family Medical Leave Policy set forth in Resolution 2222 shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 7.03 The City's Safety Program Policy set forth in Ordinance 1131 shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 7.04 The City's Sexual Harassment Policy set forth in Resolution 2030 shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 7.05 The City's Workplace Violence Policy set forth in Resolution 2395 shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 7.06 The City's Computer & Internet Policy set forth in Section 36 of the Employee Handbook, City Policies; shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 7.07 The City's Employee Assistance Program Policy set forth in Section 36 of the Employee Handbook, City Policies; shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 7.08 The City's Worker's Compensation Policy set forth in Section 36 of the Employee Handbook City Policies; shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 7.09 The foregoing policies may be amended by the City, provided the amendment applies to all City employees, during the term of this Collective Bargaining Agreement, subject to the following:
- A. The City shall give the IAFF forty-five (45) days advance notice of the implementation of the amendment.
 - B. If the amendment is mandatory and the IAFF requests bargaining, the parties will meet as soon as practical to engage in bargaining over the amendments and implementation shall be delayed pending completion of bargaining. Amendments that are an exercise of those management rights that are delineated in Florida Statute s. 447.209 will be implemented as scheduled by the City, upon the written request of the IAFF, impact bargaining will commence.

ARTICLE 8 CIVIL SUITS

8.01 In the manner as provided in Florida Statute 111.07, the City shall provide a defense, to a bargaining unit member relating to any Civil Suit arising from an act or omission of the member while the member is on duty and engaged in fire, rescue or medical response activity. The City has the option to pay reasonable attorney's fees and costs for any criminal action commenced against a bargaining unit member in any court when:

- A. The action arose out of the performance of the member's duties, and
- B. The member is found to be not guilty, and
- C. The City determines that the member's actions that gave rise to the charges were not acts of omission or commission which constituted a material departure from the City's or Fire Department's written policies and procedures, or generally recognized criminal justice standards if no written policies or procedures exist.

ARTICLE 9 COURT APPEARANCES

9.01 An IAFF member who is summoned to appear as a witness, while off duty, in any case that the member is involved in as a result of their employment with the City shall be paid one and one half (1½) times their current hourly rate. The IAFF member shall receive a minimum of three (3) hours pay, and the member shall pay over to the City all witness fees received. If the member is on duty when the deposition or trial is scheduled, the member will be granted the time off without any loss of wages. The IAFF member will immediately notify their Battalion Chief upon receipt of a Subpoena and shall provide a copy of the subpoena to the Battalion Chief. The IAFF member acknowledges that the City shall have the right to attempt to reschedule the appearance to a time which is convenient for the City.

9.02 An IAFF member who is subpoenaed to appear in the County, State or Federal Court for jury duty shall notify the Fire Chief's office upon receipt of the subpoena.

The employee shall be scheduled for paid jury leave as follows:

- A. When an employee is scheduled to appear for jury duty, they shall be scheduled off duty two (2) hours prior to the time scheduled to appear. Up to four (4) hours may be granted at the discretion of the Fire Chief or designee.
- B. When an employee is scheduled, and appears for jury duty on what would be their shift day, and then is released from such jury duty permanently, the employee is required to report for duty within two (2) hours of the time of release.
- C. When an employee is scheduled, and appears for jury duty on what would be their shift day, and is assigned to a jury, then the employee shall not be required to return to duty until fully released from jury duty.
- D. Employees may exercise their right to request exemption from jury duty at their discretion as law provides.
- E. Compensation paid by the City for an employee's jury duty shall be in accord with Section 1-9 of the Broward County Code of Ordinances.

ARTICLE 10 DRILLS/CALL BACK PAY

- 10.01 Each member shall be required to perform drills only on their individual shift days. In the event that a Fire Department drill is necessary, and "off duty" personnel are required to participate, advance notice must be provided to all members, who shall be compensated in accordance with article 10.04 of this agreement. In the event of an injury sustained during mandatory in-house training (ODP) or the required annual physical, coverage will be provided in accordance with the provisions contained in Florida Statute XXXI, Section 440.09.
- 10.02 Due to the nature of the service provided by the Fire Department employees, all employees of the Fire Department are subject to a recall duty.
- 10.03 **DEFINITION:** Recall to duty shall be deemed to be an official notification requiring any respective Fire Department employee to report for work or tend to any Fire Department responsibility after the member has been off duty for over one (1) hour.
- 10.04 Any Fire Department employee, required to return to duty as defined in section 10.03, shall be paid at the overtime rate of one and one half (1½) times their hourly rate for a minimum of three (3) hours for members assigned to shift and four (4) hours for members assigned to days.
- 10.05 The procedure for recall shall be on an equal basis whenever possible.
- 10.06 Any Fire Department employee so recalled to duty shall report to duty without delay, and when failing to do so without good and sufficient cause, shall be subject to disciplinary action by the City. The Fire Department employee shall be held liable only if personally contacted by the Fire Chief or designee.
- 10.07 Members from the prevention bureau who are required to be on-call shall receive \$3.50 for every hour they are on-call excluding normal working hours.

ARTICLE 11 DROP & PENSION PLAN

- 11.01 Pension benefits for bargaining unit employees are as set forth in the City's Pension Code-Chapter 34 of the Code of Ordinances as amended.
- 11.02 Members participating in the current pension May 2010 to September 30, 2018 will continue to have individual contracts but no members hired and sworn in on/or after October 1, 2018 will have individual pension contracts.
- 11.03 The City and Union have previously entered into a mutual agreement regarding the use of Insurance Premium Tax Revenue ("IPTR") as required by the Chapter No. 2015-39, Laws of Florida. That Agreement is re-confirmed and all IPTR, whether base premium tax revenue or additional premium tax revenue, received by the City will be used to reduce the City's annual required contribution to the City Pension Fund for Firefighters and Police Officers.
- 11.04 The ordinance establishing the plan of benefits shall be amended as necessary to allow for the purchase of up to four (4) years of prior service as a firefighter as permitted by Chapter 175, Florida Statutes. The maximum credit for purchased service credit shall be four (4) years between this and credit for prior military service.

ARTICLE 12 EDUCATIONAL INCENTIVE

12.01 Additional education is necessary to attract and prepare proper supervisory personnel. Therefore, any member who secures and maintains the following degrees or licenses shall be entitled to the specified compensation in accordance with Florida State Statute 633.382:

DEGREES:

- | | | |
|----|---|-------------------------|
| A. | Associates Degree
Fire/Paramedic Science | \$60.00 every two weeks |
| B. | Bachelor's Degree
Fire/Paramedic Science | \$80.00 every two weeks |

CERTIFICATIONS:

- | | | |
|----|------------------------------|-------------------------|
| A. | State Fire Safety Inspector | \$40.00 every two weeks |
| B. | County Fire Safety Inspector | \$40.00 every two weeks |

Should the compensation paid by the State increase to an amount greater than the incentives above during the term of this agreement, then the amounts above shall increase by an amount equal to the increase in the State payment. A member shall start receiving compensation effective the day they turn in the proper paperwork (i.e. Certificate, Degree, etc.) notifying department that they have received one of the degrees or certifications listed above. This shall not be retroactive to the date listed on the degree or certification.

Note: Degree classifications in section 12.01 are not cumulative. The holder of a Bachelor's Degree will not receive compensation for an Associate's Degree. Any amount set forth by State Legislation and received by the City shall not result in an employee receiving less than the above amounts.

ARTICLE 13 EDUCATIONAL REIMBURSEMENT

- 13.01 Fire Department employees attending classes, seminars, or other educational institutions for department betterment, shall be granted sufficient time off from duty at the discretion of the Fire Chief to attend the classes, seminars, or other educational institutions provided the classes, seminars, or other educational institutions pertain solely to the firefighting or paramedical sciences, administration and/or other similar related subjects and courses necessary to acquire an Associate's, Bachelor's or Master's Degree in the above related subjects. The member's time off shall be permitted, subject to supervisor approval, to interchange duties with other members to enable the member to attend the classes, seminars, or other educational institutions. If required to attend schooling by the City, they will receive straight pay.
- 13.02 The City will pay tuition to members of the bargaining unit seeking a degree in the fire or paramedical science related field. Reimbursement of tuition will be according to the schedule listed in the Employee Handbook & City Policies for all courses necessary to complete the requirements for a college degree (Associate's Degree, Bachelor's Degree, Master's Degree) and will be paid upon completion of a course taken and with a passing grade of at least a "C" or its equivalent. Reimbursement for passing of a course with only a pass/fail grade shall be at 100%. After proof of course completion is furnished by the member, reimbursement will be paid within forty-five (45) calendar days.
- A. In order to avoid a reimbursement obligation, members shall remain in the employment of the City for at least twenty four (24) calendar months after completion of an Associate's Degree, twenty four (24) calendar months after completion of a Bachelor's Degree, and thirty six (36) calendar months after completion of a Master's Degree for which reimbursement was granted by the City and received by the member. "Completion" means the last class day of the last course required for the degree.
 - B. If the member departs the employment of the City voluntarily or involuntarily prior to the prescribed periods above, the member will be required to reimburse the City for all tuition paid to the member within that period unless the departure is related to a service connected disability. The reimbursement of tuition costs to be deducted from any pay or benefit, which may be due by the departing employee.
 - C. In the event the member has not obtained a degree, they shall remain in the employ of the City for at least twenty four (24) calendar months upon completion of the last course attended and for which the City granted reimbursement to the member.
 - D. The member will be required to reimburse the City for tuition paid to the member within the previous twenty four (24) month period prior to departing employment.
 - E. If the member has borne the cost of at least sixty (60) credits for a college degree for which the member has not received reimbursement from the City and subsequently has received reimbursement from the City for the remainder of their degree requirements, the member shall be required to remain in the employment of the City for the time prescribed in Section 13.02 C, above and failing to do so shall be required to reimburse the City for the tuition paid to the member for the time set forth in 13.02 C above.

13.03 TRANSPORTATION AND ADDITIONAL EXPENSE

Transportation and additional expenses, i.e., food and lodging shall be paid by the individual member, unless the attendance was required by the City.

13.04 REIMBURSEMENT

- A. City will reimburse member for cost of certificate or license required, limited to EMT, Paramedic, Fire Inspector, Fire Officer I, II, III, IV, Fire Science Instructor, and Plans Review.
- B. Each member desiring reimbursement shall be required to seek course approval from the City Manager's office before classes in desired subject are initiated unless the class is mandated by the department as outlined in pre-employment agreements or promotional requirements.
- C. Members who desire to participate in this program must attend an accredited college, university or community college and fully accredited by one of the six (6) accreditation regions or one approved by the Fire Chief or designee. Reimbursement under this article shall apply to accelerated courses only upon mutual agreement of the City and the member.
- D. The City reserves the right to deny reimbursement for Paramedic training to any institution with a one (1) year NREMT first attempt passing rate average below fifty percent (50%). This is applicable to new enrollment in a program. If a member is already enrolled in a program, they will be permitted to continue the program to completion.
- E. The City reserves the right to limit participation in this program to fifty percent (50%) of the bargaining unit members attending college courses at any one time.
- F. Each member may schedule either on or off-site Continuing Education Units (CEU) while on duty, subject to Fire Chief approval and providing availability of personnel coverage without need for overtime.

13.05 The maximum collective amount that may be reimbursed in any fiscal/contract year is \$125,000 (One Hundred Twenty-Five Thousand Dollars). Payment of tuition to non-bargaining unit department employees for classes pertaining to the Fire Department fire or paramedical science and related degrees may be paid from and thereby reduce the \$125,000 maximum allocation referenced above.

ARTICLE 14 FIREFIGHTER'S BILL OF RIGHTS

14.01 Nothing in this Agreement is intended to limit or add to the rights afforded Firefighter as provided in the Firefighter's Bill of Rights, as amended.

ARTICLE 15 FUNERAL AND BURIAL EXPENSES
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- 15.01 The City will provide any and all insurance coverage in compliance with any State or Federal regulation or law presently existing or which may come into force and effect in the future.

- 15.02 The type of funeral arrangements provided to active duty and retired employees, as well as other firefighters in the tri-county area shall be in accordance with SOP 1.3.08. Any changes to this policy during the term of this agreement shall be mutually agreed upon.

ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURES

16.01 Individuals exercising their rights under this provision understand and acknowledge that they may either exercise their rights herein or under the Employee Handbook & City Policies of the City of Pembroke Pines, but not both. Grievances are disputes which may arise, concerning the interpretation and or application of this agreement, and shall be settled in the following manner. Notwithstanding any provision of this Article, only the IAFF has the authority to advance a grievance to arbitration on behalf of bargaining unit members. Stated differently, it is the intent of the parties that the IAFF, not the individual bargaining unit members control the grievance and arbitration process. The IAFF may not delegate or assign to unit members the authority to advance grievances to arbitration.

16.02 Rules of Grievance Processing

- A. If the grievance is not processed by the City within the time limit provided for that step, the grievance shall be deemed resolved in the grievant's favor. If the grievance is not processed by the IAFF within the time provided for that step, the grievance shall be considered dropped.
- B. Each successive step in this procedure must be followed in order. In the case of suspension or discharge, either party may unilaterally waive Steps One and Two, then proceed directly to Step Three. IAFF grievances may be entered at Step Two or Three as determined by the IAFF.
- C. The parties recognize that it is important that grievances be processed and resolved as rapidly as possible. Therefore, the number of days indicated in each step of the Grievance Procedure should be considered as a maximum and every effort should be made to expedite the process.
- D. All days listed in the Grievance Procedure are calendar days.
- E. All grievances proceeding to Step 2 must be reduced to writing and must contain the following information:
 - 1. The specific article(s) and section(s) of the Agreement alleged to have been violated by the City.
 - 2. A statement of the grievance, giving a description of the facts, dates, and times of the events involved in the alleged violation, and the specific remedy desired by the grievant.
 - 3. Signature of the grieved employee (except in the case of a class-action grievance presented by the IAFF).
 - 4. When a grievance is filed as a class grievance, the names of the personnel affected by the alleged class action grievance must be listed. In the event of a successful class-action grievance, the IAFF will have twenty-one (21) days to submit a complete list of those affected by the class-action grievance, which may include names not previously listed. Only those employees listed will be entitled to the relief/remedy sought in the grievance and no individual grievances may be brought on the same subject by non-group members.
- F. There will be a one-time seven (7) day extension in the grievance procedure, per grievance, that can be exercised by each party.

16.03 Grievance Steps

- Step 1. The grievant shall discuss the grievance with their immediate supervisor within thirty (30) days of the occurrence or when the grievant has knowledge of this action or event which gave rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The IAFF representative shall be present to represent the grievant upon request. The immediate supervisor shall attempt to adjust the subject of the grievance and/or respond to the grievant and the IAFF within twelve (12) days. All remedies formulated at this step shall be in accordance with the provisions of this Agreement.
- Step 2. The IAFF Grievance Committee, upon receiving a written and signed petition, shall within twenty one (21) days determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary.
- Step 3. If a grievance does exist, the grievance committee shall, within seven (7) days, with or without the physical presence of the aggrieved employee, present the grievances to the Fire Chief and/or the Division Chief of Operations for adjustment.
- Step 4. If within twenty one (21) days, the grievance has not been settled by the Fire Chief or designee, it then shall be submitted to the City Manager for Adjustment.
- Step 5. If within twenty one (21) days the decision of the City Manager or designee has not satisfactorily resolved the grievance, the employee and the employee representative (employee organization) may request arbitration in writing to the office of the City Manager, no later than twenty one (21) calendar days after the rendering of such decision by the City Manager or designee. Upon the request of either party the arbitration shall be held in accordance with the AAA's or FMCS expedited arbitration rules. The services may be utilized by the mutual agreement of the City and the IAFF. If the City and the IAFF are unable to reach an agreement, FMCS will be utilized and the IAFF will be responsible for covering 100% of the fees/costs for obtaining a panel of arbitrators from the FMCS.

At the arbitration hearing the aggrieved employee shall be accompanied by an employee representative (and/or Counsel) and such additional employee representatives as shall be approved by the parties. The arbitrator shall have access to all written documents and statements pertaining to the grievance. The arbitrator shall render their decision no later than thirty (30) days after the conclusion of the final hearing. Copies of the findings of the arbitrator, made in accordance with the jurisdictional authority, under this agreement, shall be furnished to both parties and shall be final and binding on both parties.

16.04 Appointment of Arbitrator

The arbitrator shall be selected from a list obtained from the American Arbitration Association or FMCS and must be a member of the National Academy of Arbitrators. The arbitrator shall conduct the arbitration proceedings in accordance with the rules established by the American Arbitration Association or FMCS..

16.05 Power of Arbitrator

The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinions and conclusions on the issue submitted. The arbitrator shall limit their decisions to the application and interpretation of the provisions of this agreement, which shall not be as to directly or indirectly cause modification, amendment, additions or subtractions of this agreement. The decision of the arbitrator is binding on both parties.

16.06 Cost of Arbitration

In the event any grievance is submitted for binding arbitration as provided in Sections 16.03 (Step 5) and 16.04 of this agreement, the cost of such arbitration including the fee paid to the neutral arbitrator, court reporters, transcripts and administrative cost shall be divided equally between the parties, one half to be paid by the City and one half to be paid by the bargaining unit. Each party shall pay their own attorney's fees and other costs. However, if FMCS is utilized, the IAFF shall pay 100% of the fees/costs for obtaining a panel of arbitrators from the FMCS.

ARTICLE 17 HOLIDAYS

17.01 The City and the IAFF shall observe the following days as official holidays:

- NEW YEAR'S DAY
- MARTIN LUTHER KING DAY
- PRESIDENT'S DAY
- MEMORIAL DAY
- JUNETEENTH DAY
- INDEPENDENCE DAY
- LABOR DAY
- VETERAN'S DAY
- THANKSGIVING DAY
- FRIDAY AFTER THANKSGIVING DAY
- CHRISTMAS DAY

Any holiday added by City Ordinance will automatically be adopted by the CBA.

In addition, the following shall be considered a floating holiday. This shall be granted as a shift day (12) hours off with pay upon any members request, subject to scheduling approval by the Fire Chief, or designee:

- PERSONAL OBSERVANCE DAY (Formerly known as a Religious Preference Day)

A Personal Observance Day must be used in the fiscal year earned, and shall not be accrued. If not used, the day will be paid out.

17.02 Any member who has not given notice of the desire to accrue holidays shall be paid twelve (12) hours at their regular rate of pay for each holiday.

17.03 Any member scheduled to work on any City observed holiday, including the calendar days adjacent to New Year's Day, Thanksgiving Day and Christmas Day, who reports sick, will not be awarded holiday time as outlined in Article 17.01.

17.04 In September of each year, each member can cash in all accrued holiday time, to be paid by the 1st payday in October.

ARTICLE 18 HEALTH BENEFITS

- 18.01 The City shall provide health and accident insurance at or above the current level of benefits, for all Fire Department employees and their dependents at no charge to the employee in allocation of premium costs. The City shall provide payments to HMO plans (acceptable and qualified by the City of Pembroke Pines) at a premium rate not greater than paid to their group insurance carrier. This benefit shall apply only to employees hired as of September 30, 1991. Effective October 1, 1991, health and accident insurance shall be provided only for the employee at no charge in allocation of premium cost. Employees hired after October 1, 2008 will be required to contribute to the cost of the employer's health insurance plan provided by the City. Such amount, if any, shall not exceed one hundred dollars (\$100) per month.
- 18 .02 The City will provide all fire department members hired prior to April 1, 2006, with an individual contract for retirees health insurance. Health Insurance for retirees will not be provided at City expense for those members hired after April 1, 2006. A Retiree who was hired after April 1, 2006 may elect to continue health coverage in the City Plan at their own expense, at the equivalent retiree premium established by the City.
- 18 .03 Should the cost of hospitalization increase for the portion of premium payments responsible to be made by the employee (those hired after September 30, 1991) for the term of this agreement, the increase will not exceed twenty percent 20% over the three (3) year contract and no more than ten percent (10%) in any one year.
- 18 .04 Death benefits for firefighters will be paid in accordance with State Statutes as amended from time to time.

ARTICLE 19 HOURS OF WORK AND OVERTIME

19.01 HOURS OF WORK AND OVERTIME

- A. Shift work will be twenty four (24) hours, on duty, commencing at 08:00 a.m., followed by forty eight (48) hours "off duty" with a Kelly Day every seventh (7th) shift day. When a Kelly Day cycle needs to be adjusted, the new cycle will comply with 29 C.F.R. Section 553.230.
- B. The maximum hours of work within the established twenty-eight (28) day work period before overtime pay is required as set forth in 29 C.F.R. Section 553.230. Hours worked in excess of 212 hours will be paid at time and one-half the employees' regular rate of pay (see Article 19.05 for exception to the required overtime pay rate).
- C. If the City exercises its managerial authority to modify work/shift schedules, work cycles, and starting times for the bargaining unit, the City must provide the IAFF with no less than thirty days written notice of its intent to alter work/shift schedules, work cycles, and starting times. The notice shall include a proposed date of implementation. The Union can demand bargaining of the change and if demand is made, implementation will be delayed an additional thirty (30) days. This does not apply to shift transfers or changes resulting from retirements, promotions, station bids or shift rebalancing.
- D. The City may modify an individual bargaining unit employee's work/shift schedules, work cycles, and starting times provided the employee is given seven (7) calendar days written notice.

19.02 The work week for non-combat firefighting personnel within the bargaining unit shall be forty (40) hours per week, to be worked as follows:

Four (4) ten (10) hour week days (Monday thru Thursday) per work week.

19.03 The City may assign any personnel (excluding members in the DROP Plan) within the department to a forty (40) hour work week. The City will create a list of volunteers (which may include current DROP Members) for each assigned position currently available on day assignment. The minimum members for each position on the list shall be three (3). If there is a "valid" list as described above, the Fire Chief shall pick from the list to fill a vacant position. If there is not a "valid" list, the Fire Chief may assign any personnel as agreed. The maximum day assignment is four (4) years. At the completion of four (4) years the member currently assigned shall have the option to return to shift assignment. It is further agreed that if a member has been assigned to days (not volunteered) and the member elects to enter the DROP Plan, the member shall have the option to return to shift assignment.

Any such person assigned shall be entitled to a 10% assignment pay increase (excluding Fire Inspectors). It is further agreed that, at any time a member assigned to a day position may request in writing to return to a shift position. The final decision for such a request shall rest solely with the Fire Chief.

- 19.04 Employees may be asked to be assigned to a temporary day assignment for the purpose of assisting in a project for the betterment of the fire department. Labor and Management shall mutually agree upon this project. The length of this assignment and any extension of the project shall be mutually agreed upon by Labor and Management.

While on day assignment Labor and Management shall mutually agree on the workweek that the member on temporary assignment shall work, but both agree that it shall not exceed forty (40) hours. All members working a temporary day assignment shall be entitled to day assignment pay as described in 19.03 for the duration of the temporary assignment.

- 19.05 Any unit member who works outside of their regularly scheduled work week shall be compensated at a rate of one and one half (1½) times the unit member's normal rate of pay for each hour worked.

Off duty non-City detail assignments (such as a fire watch) for third party employer, when coordinated with City assistance, will be compensated at the rate of \$50.00 an hour, but paid by the third party employer to the City and the City shall pay the employee less any applicable administrative charges above the \$50.00 rate above. The administrative charge above the \$50.00 rate above shall be determined by the City. Off Duty work is voluntary.

Off-duty assignments for City events or activities will constitute hours worked for overtime calculation purposes. Assignments are generally voluntary but under special circumstances, as determined by the Fire Chief, may be required.

A unit member who works in excess of their regular shift shall be compensated at one and one half (1½) times the unit member's normal rate for all time worked in excess of fifteen minutes.

- 19.06 Effective when the Mayor declares a City state of emergency and ending when that declaration expires or is declared ended, employees shall receive double time when in overtime status provided the need for the overtime is directly related to the State of Emergency. Double time earnings shall continue through the duration of their current shift following the conclusion of the declared state of emergency.

- 19.07 Kelly Day exchanges must be approved in advance by the Fire Chief or designee.

- 19.08 No employee shall authorize scheduled overtime for themselves, but shall be entitled to overtime work as assigned or authorized by the Fire Chief, or designee. The City has the right to schedule overtime work as needed, and in a manner that provides sufficient qualifications to meet the job requirements. In an emergency when time is of the essence, overtime may be assigned in the most efficient manner and at the Fire Chief or designee's discretion to prevent any disruption in staffing. An overtime callback system will be used when assigning overtime work, pool time, and mandatory overtime. It will utilize a separate list for each category. The system will provide a fair opportunity for each bargaining unit member to accept the work. Every even year on January 1st, the hours on each list will reset and all employees will begin the year at zero.

- 19.09 If an employee is required to work mandatory overtime on a City observed holiday, including the calendar days adjacent as identified in in Article 17.03, they shall be paid at a premium rate of double time for all mandatory overtime hours worked.

- 19.10 Mandatory Overtime Guidelines –

Mandatory Overtime is defined as any time a bargaining unit member is forced to remain on duty or to report for duty due to a shortage of personnel as not to affect the staffing level, or the service of the city. In such cases, their hours may be extended, or they may be required to report for duty within four (4) hours of being notified.

The Battalion Chief will prioritize filling the position with an employee who volunteers for the overtime through the overtime system.

Mandatory hours will count towards your total hours of overtime.

Employees off on shift swaps, vacation, or other approved leave are not eligible for mandatory overtime. However, an exception will be made in the event of a critical incident, during a state of emergency, or other situation significantly impacting the service of the city.

Once an employee has been mandated, the same employee will not be mandated until all others on the list have been mandated. Except in cases of staffing necessities when no other options are available.

Mandatory overtime will be assigned in reverse seniority (junior to senior), with the fewest mandatory overtime hours in the rank needing overtime.

- 19.11 Any newly hired firefighter will be assigned a number of hours into their overtime hours that is equal to the highest number of hours for the firefighter rank.

ARTICLE 20 IAFF BULLETIN BOARDS

- 20.01 The IAFF shall be permitted to furnish, maintain, and utilize a suitable bulletin board in an area of the Fire Stations as designated by the Fire Chief.

- 20.02 The IAFF shall limit its posting of notices and bulletins to such bulletin boards. Only authorized IAFF leaders shall be permitted to post or take down any IAFF articles; provided, however, that the IAFF will update the board the first of every month by removing all outdated materials or materials that were not approved to be posted. The Union will indemnify and hold the City harmless from all claims and actions arising from items posted by the Union on the Union's bulletin board.

ARTICLE 21 IAFF BUSINESS AND FUNCTIONS

- 21.01 At the request of the City Manager, the IAFF President, and/or designated representatives (maximum of four (4) persons), a maximum of three (3) shift days (or up to five (5) business days for forty (40) hour employees) per function off to attend City functions. Members who are granted time off for these functions shall be granted Administrative Leave as long as granting the time will not cause overtime. If granting any of these approved members Administrative Leave would cause overtime, the member will use IAFF pool time. All IAFF local, state, and national meetings shall utilize IAFF pool time.
- 21.02 The IAFF President, and/or designated representatives, shall notify the City, through the Fire Chief or the Fire Chief's designee, not less than five (5) days prior to the function, of the name of the member or members, the dates, the location of the function, and the approximate length of the trip. The Fire Chief or the Fire Chief's designee shall there upon schedule the IAFF representative's duty time to permit attendance in accordance with Section 1 above.
- 21.03 Four (4) hours from each Fire Department employee sick time day will be placed in "pool" each October. Members voluntarily contribute four hours each contract year unless members notify the IAFF President in writing of their request to not contribute for a specific contract year. Members who wish not to contribute the four hours should notify the IAFF President by September 15th of each year for the preceding contract year. The sick time pool shall be subtracted from all employees currently paying union dues and who have available sick time for deduction. Pool Time may be used to: a) functions, other than those identified in sections 21.01 or 22.03 and; b) any members who have used allotted sick time and are in need of additional sick time; all with the approval of the Fire Chief. IAFF Fire Department employees working in lieu of an IAFF representative attending a function shall be compensated by the City at their regular rate of pay. Any accumulated pool time that remains at the end of one budget year, will be carried over to the following year's pool time.
- 21.04 The Union President or designee shall be notified of all suspensions, demotions, bid removals, discharges or probation extensions at least twenty four (24) hours prior to notice to the member unless the action is of a safety, emergency or criminal nature or when notice would compromise an administrative investigation. The Union President or their designee shall not notify the employee of the discipline unless authorization is requested and approved by the Fire Chief or Fire Chief designee. The intent of this article is for notification purposes only and Union shall maintain the confidentiality of the matter until the affected employee(s) has been notified.

ARTICLE 22 IAFF/CITY CONFERENCES

22.01 JOINT CONFERENCE

All meetings between representatives of the IAFF and representatives of the City shall be held at the request of either party upon reasonable notice to the other party. For major decisions, the IAFF or the City shall in the written notice specify their respective authorized representatives and the general nature of the matter to be discussed. Upon receipt of the notice, the notified party shall adequately inform the party giving notice of their authorized representatives for the meetings and agreed upon date and time.

22.02 COUNSEL OR REPRESENTATIVE

Counsel and advisors to representatives of the IAFF or the City may attend any conference or meeting between the IAFF and the City.

22.03 IAFF members who serve as a Trustee on the Pension Board will be allowed to attend regularly scheduled board meetings, educational seminars and/or conferences while on duty. Members may be released from their regular duties without loss of pay for these functions as long as granting the time will not cause overtime. If granting leave would cause overtime, the member will be allowed to utilize IAFF pool time in lieu of City paid time.

22.04 Any member of Local 2292 who also holds an office in another labor organization or as an elected official shall have the right to utilize a shift exchange for coverage to attend meetings not covered in Article 22.03. The parties acknowledge and realize that the shift exchange may be repaid by the employee working an exchanged shift or by payment being made by the employee or labor organization to the employee working for the absent member. Payment responsibility for coverage will rest solely on the member who is utilizing this option for coverage. The City shall not be responsible for any payments to members working the approved shift exchanges. All approved shift exchanges will be governed by Article 41 of this collective bargaining agreement, excluding Article 41.01 and 41.05.

ARTICLE 23 IAFF DUES DEDUCTIONS

- 23.01 The City shall provide, at no charge to the members of the IAFF, for the direct deduction of monthly IAFF dues from the salary of each IAFF member. The amount of the deduction shall be periodically determined by the IAFF. The City shall not be obligated to more than two (2) changes in the dues rate per employee, per year. The IAFF will be responsible for the charges incurred by the City for any subsequent changes. However, no deduction from any member shall be made by the City unless it has received a written authorization from such IAFF member.
- 23.02 The dues shall be deducted by the City in equal installments from each regular salary check. The total sum of all dues deductions collected by the City shall be accounted for and remitted to the treasurer of the IAFF every two weeks.
- 23.03 In any event, if an IAFF member should decide to discontinue the deduction of dues from their salary, the IAFF member shall provide written notice to the City and IAFF treasurer, respectively, after which the notice shall become effective thirty (30) days subsequent to its receipt by the City and the IAFF treasurer.
- 23.04 The IAFF shall determine what shall be the accepted form for notice of authorization of deductions and authorization of the withholding of deductions.

ARTICLE 24 IAFF NEGOTIATORS

- 24.01 The negotiating committee shall consist of up to four (4) IAFF members appointed by Local 2292. The negotiating committee may also include counsel and/or an advisor(s).

- 24.02 The IAFF President shall submit a statement to the City affirming that the IAFF has complied with all the requirements of the State law, in effect as of the date of the statement, which govern registration and certification of the IAFF

- 24.03 The IAFF Negotiating Committee shall have the full authority to conclude an agreement on behalf of the IAFF, subject to ratification by IAFF members.

- 24.04 IAFF negotiating committee is the official representative of the IAFF for the purpose of contract negotiations with the City. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the IAFF, shall be deemed unauthorized and shall have no standing weight, or authority in committing or in any way obligating the IAFF.

- 24.05 Up to four (4) members of the IAFF negotiating committee shall be permitted to attend the negotiating sessions on duty with pay with the approval of the Fire Chief, which permission shall not be unreasonably withheld.

ARTICLE 25 LABOR/MANAGEMENT COMMITTEE

- 25.01 Harmonious relations between Labor and Management are advantageous to both the IAFF and the City. This committee shall meet at least quarterly, but either side can request a meeting anytime a situation arises that needs to be resolved before this committee. This committee shall consist of the Fire Chief, at least one Division Chief, Union President, Union Vice President and one (1) member of Local 2292's Executive Board whose appointment is agreed upon by both parties.
- 25.02 Issues brought to this committee can originate from any of the following sources:
- A. From Labor or Management.
 - B. From any sub-committee established by Labor/Management.
- 25.03 Topics discussed during committee meetings can contain personal and sensitive information and as such, information of this nature shall be kept confidential unless otherwise provided by law. All decisions that are made that can be released department wide shall be in the form of minutes and shall be sent out to all personnel via a Special Advisory.

ARTICLE 26 LIFE & ACCIDENTAL DEATH INSURANCE
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- 26.01 Members will be provided with a one-time annual salary natural death benefit insurance. The insurance shall have a two times annual salary death benefit in case of accidental death, attributable to service incurred injury, also known as double indemnity.

- 26.02 If a firefighter, while engaged in the performance of their duties, is accidentally or unlawfully killed or receives bodily injury which subsequently results in the loss of the firefighter's life (provided that death is not the result of either suicide or intentionally self-inflicted bodily injury), and that if the firefighter would be entitled to compensation as provided for by F.S.S. 112.191 (2)(a)(b) and/or (c), the compensation shall be the greater of either the compensation provided for by that statute or the double indemnity benefit set forth in 26.01.

ARTICLE 27 LIGHT DUTY

- 27.01 An employee with either a service connected injury/illness, non-service connected injury/illness or pregnancy who voluntarily offers to work light duty may be assigned to light duty at the discretion of the Fire Chief, provided there is light duty work to be performed. An employee with a service connected injury/illness or a pregnant employee who requests light duty will have priority in light duty assignment over employees with other non-service connected injuries. The City does not have mandatory permanent or temporary light duty assignments and light duty assignments will not be created or extended without a clear operational need. The light duties assigned to an employee must be approved by the employee's treating physician. Light duty assignments may be in City departments other than the Fire/Rescue Department. If the Employee is granted a Light Duty assignment due to a service connected injury/illness and refuses such Light Duty Assignment, indemnity benefits will be discontinued.
- 27.02 If assigned to light duty for an on-the-job injury or illness, rehabilitation may be done while on-duty or while off-duty at the discretion of the employee. There will not be compensation to the employee who elects to do rehabilitation while off-duty.

ARTICLE 28 MILEAGE ALLOWANCE

- 28.01 In the event an IAFF member is required to use their automobiles or other private transportation for Fire Department business they shall be compensated at the rate set by State Statute 112.061 (7[d] 1) for use of private vehicles.
- 28.02 In the event any member of the bargaining unit is ordered to relocate from one station to another one time during any shift they shall not be compensated for such transport. In the event the member of the bargaining unit is required to relocate from one station to another more than one time during a single shift they shall be entitled to compensation under this article for the station relocation.
- 28.03 Each Union member assigned to work in the Fire Prevention Division as a Fire Inspector shall receive a motor vehicle provided by the City. The members will be authorized to use the vehicle to and from work, department authorized training and/or schools. The motor vehicle may be recalled by the City as a result of misuse.

ARTICLE 30 OUTSIDE EMPLOYMENT

- 30.01 Outside employment is any paid employment performed by an employee in addition to their employment by the City. Any member of the bargaining unit who desires to perform outside employment shall first file, in writing, with the Human Resources Department and with the Fire Chief. The employee shall notify the City of the type of employment, the hours of work, the name of the prospective employer, and the location of where the employee is to be employed. Any member of the bargaining unit who begins outside employment before filing notice of the same, as required by this section, with the Human Resource Director and the Fire Chief, shall be subject to disciplinary action, under twenty-eight-point-two (28.2) Forms of Discipline (progressive discipline) in the current Employee Handbook & City Policies.
- 30.02 Outside employment is subject to the following instruction:
- A. Such employment shall not interfere with the efficient performance of the employee's duties.
 - B. Such employment shall not involve a conflict of interest or conflict with the employee's duties.
 - C. Such employment shall not involve working or volunteering in the capacity of a Firefighter for any other Department, including Fire, Rescue, and/or an Ambulance/Transport company.
 - D. Such employment shall not occur during the employee's regular assigned working hours or while on shift exchange unless the employee is on either leave or scheduled compensatory leave.
 - E. Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from their outside duties if and when called for emergency service by the City.
 - F. An employee shall be notified of the violation and given at least seven (7) calendar days opportunity to remedy the violation before imposition of discipline, which may include reprimand, suspension, or termination, for violation of the above restrictions.
- 30.03 No member of the bargaining unit shall work or accept outside employment during the eight (8) hours immediately preceding the commencement of a shift day, except for manual labor, which may not be performed during the twelve (12) hours preceding a shift. The number of hours of outside employment worked by employees shall be limited to thirty-two (32) per week (40 hours in a Kelly Day work week)
- 30.04 IAFF members are reminded that outside employment in a health-care or related field, may jeopardize any presumptive clauses for a service incurred disability.

ARTICLE 31 PARENTAL LEAVE

- 31.01 In accordance with rights and limitations of The Family and Medical Leave Act (FMLA) an eligible employee may take up to twelve (12) workweeks of job-protected unpaid leave for the birth or placement of a son or daughter, to bond with a newborn or newly placed son or daughter.
- 31.02 At the employee's option, this (FMLA) leave may be paid by use of accrued sick leave or accrued annual leave, or unpaid, as described in the City's current FLMA policy. FMLA leave shall run concurrently with paid leave.

ARTICLE 33 PHYSICAL FITNESS

- 33.01 Physical fitness is an important aspect of firefighting, as strenuous physical activity may be required when performing normal job functions. Members must remain in good physical condition throughout their employment with the City.

- 33.02 Members shall complete a minimum of five (5) hours of physical fitness per month, documented by the Station Captain, during the course of their shift, or while at the station immediately preceding or following shift. Such participation is mandatory however, not punitive, and shall occur after the employee has performed all normal and necessary work as determined by the Station Captain. All members shall be required to respond to alarms during exercise time.

- 33.03 There are health hazards caused by exposure to tobacco smoke and the life-threatening diseases linked to the use of all forms of tobacco products and the chemicals used in Electronic Delivery Systems. Nothing in this agreement shall be construed to limit or expand the special provisions for employment-related accidents and injuries set forth in Florida Statute s. 112.1816.

In order to ensure the health and wellness of all our Firefighters, the use of all forms of tobacco products and chemicals used in Electronic Delivery Devices is prohibited while on or off duty.

ARTICLE 34 PROMOTION, EMPLOYMENT AND REEMPLOYMENT

- 34.01 The establishment of the qualifications and standards for initial hiring (prior to the date of hire) is being solely reserved as a right of management.
- 34.02 All new employees covered by this agreement shall be subject to a probationary period of employment. The probationary period for new hired employees shall be twelve (12) months of employment, with a minimum of nine (9) months spent on shift assignment. In the event the mandatory completion nine (9) months on shift assignment takes the employee past the normal twelve (12) month employment anniversary, the employee will be entitled to the appropriate pay retroactively to the twelve (12) month anniversary, upon completion of probation. Additionally, the employee will retain the original twelve (12) month employment anniversary date, for purposes of promotional exams, seniority, etc.
- Employees hired on or after October 1, 2024, shall be required, as a condition of employment, to be certified by the State of Florida to act as a Paramedic within thirty-six (36) months of their hire date. Failure to obtain such certification within thirty-six (36) months of date of hire shall result in discharge.
- 34.03 During the probationary period for new hired employees such probationary employees may be laid-off, disciplined, or discharged. Probationary Firefighters are subject to all rules of probationary employees as set forth in the Employee Handbook & City Policies of the City of Pembroke Pines and this Agreement. Provisions as to seniority shall not apply to the probationary employees; rather, seniority shall date back to the initial or adjusted date of employment after an employee successfully completes their probationary period. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the final adjusted entrance exam test score. If a tie still remains, the application date and time of submittal will be used to establish seniority.
- 34.04 Probationary new hired employees shall not be entitled to use leave during their probationary period with the exception of sick time, unless permission for use of such leave is granted by the Fire Chief or designee.
- 34.05 An employee's starting date of employment for purposes of calculating probationary status, benefits and seniority shall be adjusted if the employee takes leave without pay for more than 12 weeks. For example, should an employee take sixteen (16) weeks of leave without pay, the employee's starting date of employment will be adjusted by moving the employee's original date up four (4) weeks. Should the employee be in their probationary period at the time they take leave without pay, the employee's probationary period shall be extended in proportion to the days they were on such leave.
- 34.06 The probationary period following promotion shall be nine (9) months of employment. Should a member's probation be extended for any reason and then be successfully completed, their eligibility for future promotions shall be based on their original promotion/probation completion date as defined above. The Fire Chief shall have the authority to extend the probationary period on an individual basis for an additional three (3) months when performance is not satisfactory or as needed for injury.

Notification of the extension of probation shall be in writing made no less than seven (7) days prior to the date that the employee's probationary period would otherwise expire. The Fire Chief shall take appropriate action to ensure that an employee whose probationary period is being extended receives remedial counseling and instruction regarding areas of performance which need improvement.

- 34.07 An employee who has completed the probationary period and whose performance has declined to an unsatisfactory level can be placed back on probationary status for up to nine (9) months, in three (3) month increments, at their supervisor's discretion and approved by the Fire Chief. Placement in a probationary status pursuant to this provision does not remove the just cause standard for demotion or other disciplinary action. The Chief of Operations will take the appropriate action to ensure that the employee who is placed back on probation receives remedial counseling and instruction regarding areas of performance that need improvement.
- 34.08 A member that has been promoted shall receive a five percent (5%) pay increase provided it does not exceed "top out" for that pay grade, except when a Lieutenant is promoted from the rank of FF/PM passing the rank of Driver Engineer. The FF/PM will receive a 10% increase to their base pay rate, not to exceed "top out" for that rank..
- 34.09 The City will maintain a promotional eligibility list for all bargaining unit positions within the Pembroke Pines Fire Department. Maintaining a list shall mean that ninety (90) days prior to the testing months listed below, or within ten (10) days after a list becomes invalid (dropping below 3 eligible candidates), a new test shall be posted. The resulting new list shall take effect January 1st of the following year and shall have duration of two (2) years. In the event the preceding list has become invalid, the following procedure shall be followed:
- A. If the list became invalid and a new test has been administered and completed within six (6) months of the next scheduled test as listed below, the new list shall take effect immediately and remain in effect as if test was completed on the regular testing cycle.
 - B. If the list became invalid and new test has been administered and completed prior to six (6) months of the next scheduled test as listed below, the new list shall be in effect until the next scheduled exam as listed in 34.19. Any candidate(s) remaining on the invalid list shall be placed at the top of the new list in the same order as on the invalid list and shall remain in that position until promoted or until the invalid list expires. If any such candidate successfully completed the promotional process for inclusion on the new list, they will be placed on the new list according to their score after expiration of the invalid list.
- 34.10 Early Testing - The City will have the option to post an early test, in order to maintain an adequate upgrade list. An Early Test can be administered before the list is expected to become invalid or ahead of the regularly scheduled exam. Employees who would have been eligible to take the test at the time the list was expected to become invalid or eligible to take the regularly scheduled exam shall be eligible for the Early Test and to be on the "A" list. (Example: retirements are expected to occur on April 1st. Promotions on that date would create an invalid list and the City would have to give a test in one hundred (100) days (July 10th - ten (10) days to post test and ninety (90) days to administer). Those employees who would have been eligible to sit for the test by July 10th would be allowed to sit for the early test and be eligible for the "A" list. Those employees remaining on the list deemed inadequate shall be placed at the top of the new list and remain there until the inadequate list's original expiration date.

34.11 The City will have the option to open the testing up when there is not a sufficient number of candidates who sign up for a given test. Minimum numbers are as follows:

- Battalion Chief: 9 candidates
- Captain: 12 candidates
- Lieutenant: 12 candidates
- Driver Engineer: 12 candidates

In this case, these candidates who meet the reduced eligibility requirements specified in this Article would be placed on a “B” list and would not be promoted until the “A” list becomes invalid.

34.12 Reserved

34.13 All regularly scheduled promotional examinations shall be announced by posting continuously for not less than a period of one hundred (100) days, prior to the examination date.

34.14 Sources of information for all promotional examinations shall be publicized upon posting of the examinations. The testing company shall be from out of state for written exams and all testing materials will be viewed by only the candidates taking the exams on the day of the exam. If any testing materials are viewed by any member of the Fire Department prior to the administration of the exam, the exam shall be cancelled and rescheduled using new testing materials. All reference book sources must be available for purchase and one set of sources available for reference, all departmental sources will be provided to the members at no charge. If sources are found unavailable to persons taking the examination one week after posting of same, the appropriate questions from the unavailable sources will be stricken from the test. The City will provide a review of all exams.

34.15 The ranking of all successful candidates of promotional examinations shall be posted in descending order of final score using the employee’s name or employee number for identification and shall be posted and certified within twelve (12) City business days subsequent to the examination date. No failing scores shall be posted.

34.16 A point based system will be utilized for all promotional exams. Any member who takes and successfully passes a promotional exam shall be awarded points that will be used to enhance a candidate’s score on all future exams for the rank that points were awarded for. (Example – member takes a Captain’s exam, every time a test is taken for this rank and is successfully passed, the member will receive point(s) for use towards the next exam). Members shall be awarded points as follows:

- First (1st) test Two (2) points
- Second (2nd) Test Two (2) points
- Third (3rd) Test Two (2) points
- Fourth (4th) Test One (1) point
- Fifth (5th) Test One (1) point

A member may earn a maximum of eight points for use towards a promotional rank. Once a member has been promoted, all points will be removed from that member and they will start earning points for the next promotional rank. No member can earn over two points per promotional

rank tested for each year, unless they will be on two lists for the same rank, which have different expiration dates.

34.17 If there are less than three (3) successful candidates, at the time the list is posted, another promotional examination shall be held within ninety (90) days of the posting of the certified list, whereupon the foregoing provision and section 34.09 (A) (B) shall be strictly complied with as follows:

A. If the test falls under Article 34.09 (A), and there are candidate(s) still on the previous list, the member(s) shall be required to take the new examination and their positions will be maintained on the top of the new list and will remain there until December 31st of the current year. On January 1st of the next year, the candidates who were moved to the top from the previous list will fall in place on the new list based on their ranking from the new test.

B. If the test falls under Article 34.09 (B), and there are candidate(s) still on the previous list, the member(s) shall not be required to take the new examination and their positions will be maintained on the top of the new list and the members who have taken the new exam will fall under the previous members scores based on their ranking. All members on the new established list shall remain there until the next scheduled exam. All members who have taken the test that falls under 34.09 (B) shall be required to take the next scheduled examination and all scores will be ranked as posted and shall take effect as outlined in Article 34.09.

C. In the event there are less than three (3) successful candidates to provide a suitable list for promotion, the Fire Chief may, if a budgetary opening exists and it is considered to the advantage of the Fire Department, promote any candidate who has passed the promotional examination in accordance with the preceding section of this Article.

34.18 If there are insufficient applicants for an examination, as determined in accordance with Section 34.11 above, the City may advertise and hold an open and competitive examination. Further, the City may, after two (2) examinations have failed to provide a suitable list of candidates, advertise and hold an open and competitive examination within the ranks of all regular Pembroke Pines Fire Department personnel. A suitable list will mean three (3) successful candidates.

34.19 All promotions and temporary upgrades shall be made from the promotional list in effect. The City may utilize members as upgrades upon posting of final exam results.

In the event that there is more than one posted list for a given position (for example, an existing list has not expired, and the subsequent test has already been given), members on the original list shall be utilized as upgrades prior to the utilization of members on the subsequent list whenever practicable.

34.20 The City Manager shall have the power to make provisional appointments, from among those employees who have already passed the promotional examination process for the position, when there is a vacancy in a budgeted position and the promotional eligibility list for the position has been depleted. Provisional appointments for any position shall not exceed one hundred (100) days while a new exam is posted and administered as provided for in this article.

Tactics II
Building Construction
Captain Development Program (in house)
Fire Protection and Detection Systems
Pervention Practices
NFPA (or Dept. Approved) Safety Officer
IS 800

Fire Department Administration / Chief Officer
Legal & Ethical Issues
IS 300 & IS 400
Battalion Chief Development Program (in house)

34.22 G. This is a reference page only and not all inclusive, to ensure that a course is in compliance with the requirements employees should consult the Training Division.

Class in Contract	FSFC #	BC #	SPC #	PBC #	MDC #
Fire Department Supervision/Fire Officer	FFP2720	FFP2710	FFP2720	FFP2720	FFP 1710
Course Delivery/Techniques of Instruction	FFP1740	FFP2740	FFP1740	FFP2740	FFP 2740
Report Writing/English Comp		ENC1101	ENC1101	ENC1101	ENC1101
Tactics 1	FFP1810	FFP1810	FFP1810	FFP2810	FFP 2810
Hydraulics	FFP1301			FFP1301	FFP 2301
Apparatus and Procedures	FFP1302			FFP1302	FFP 2305
Technical Report Writing		ENC2210	ENC2210	ENC1210	
Computer Class	CGS	CGS	CGS	CGS	CGS
Public Information Officer			FFP2706	FFP2706	FFP
Fire Investigator 1				FFP5618	FFP
Fire Inspector 2				FFP	FFP
Tactics 2	FFP2811	FFP2811	FFP2811	FFP2811	FFP
Building Construction	FFP2120	FFP2120		FFP2120	FFP 2120
Prevention Practices	FFP1505	FFP1505	FFP1505	FFP1505	FFP 1505
Fire Protection and Detection Sys	FFP1540	FFP1540	FFP1540	FFP1540	FFP
NFA Safety Officer					
Fire Department Administration	FFP2780		FFP2780	FFP2780	FFP
Legal and Ethical Issues	FFP2770		FFP2770	FFP2770	FFP

34.23 In order for a candidate to be eligible for a promotional examination, the following criteria shall be met and all educational requirements presented to the Training Division no less than one (1) week prior to the date of the written examination unless the candidate is already on the current eligible promotion list for that test:

A. Driver Engineer

Served three (3) years (from date of employment) in the Pembroke Pines Fire Department as of the month of the written examination. The maximum reduction pursuant to Section 34.11 is

34.21 The promotional exams for each tested rank shall be administered as follows:

- Driver Engineer June (even year)
- Inspector Lieutenant As needed
- Lieutenant October (even year)
- Prevention Captain As needed
- Captain October (odd year)
- Battalion Chief October (odd year)

Testing eligibility with regard to minimum time requirement and/or probation requirement will be considered to be satisfied if completed in the same month that a test is given. (Example: if a member is taking the Lieutenant's exam scheduled to be given in October and their employment anniversary or probation expiration is also in October the member will be considered eligible, regardless of the date of the test). This will apply to regularly scheduled tests only.

34.22 The following educational criteria must be met by candidates, prior to taking the respective promotional exams unless otherwise indicated in the testing criteria for each rank. See reference guide for course numbers for Florida State Fire College, Broward College, St. Petersburg College, Palm Beach College, and Miami Dade College. Course work completed outside of these Colleges should be approved by the Training Division to ensure compatibility with the required courses.

Driver Engineer 34.22 A
Hydraulics
Apparatus & Procedures
Intro to ODP-- Officer Development Program (in house)
Driver Development Program (in house)

Inspector Lieutenant 34.22 B
Building Construction
Blueprint / Plans Review
Lieutenant Development Program (in house)
Codes and Standards
Private Fire Protection
Fire Prevention Practices
State and County Inspector Certification
Fire/Arson Origin & Cause
Fire Chemistry

Lieutenant 34.22 C
Lieutenant-- Officer Development Program (in house)
Fire Dept. Supervision/Fire Officer
Course Delivery/Techniques of Instruction
Report Writing (English Comp 1101)
Tactics I
Captain 34.22 E

Fire Prevention Captain 34.22 D
Captain Development Program (in house)
Fire Dept. Supervision or equivalent
English Comp 1101
IS 200 & IS 800
Dept. Approved Computer Class
Tactics I, Tactics II
Broward County Plans Examiner Certification
Fire Inspector II (These are the required classes for Fire Inspector II: Fire/Arson Origin & Cause; Fire Chemistry; Private Fire Protection Systems II; Life Safety Educator I or PIO)
Battalion Chief 34.22 F
AS Degree or AA Degree or a higher degree

a reduction of up to two (2) years in the Pembroke Pines Fire Department as of the month of the written examination and an allowance of up to eighteen (18) months to complete the educational requirements in Section 34.22.

The member must have completed the Driver Engineer educational requirements in 34.22A as of the day of the examination.

The member must have successfully completed all DO's and documentation of such must be submitted to the Training Division at least one week prior to the written exam.

All members hired after October 1, 2008 (10/1/08) shall be required to be a signed off Firefighter/Paramedic as of the month of the written exam.

B. Inspector Lieutenant

Must be a firefighter off probation. The selection of the Inspector position will be determined by the most qualified candidate, i.e., the candidate holding both a state and Broward County Fire Inspector certification. If more than one applicant applies for the position and if qualifications are the same, an internal oral board will be used for determination. In the event the member has none of the aforementioned qualifications, the following shall be required:

1. The appointed member shall acquire and maintain both state and Broward County Fire Inspector certifications within one (1) year of being selected.
2. The member must complete the Inspector Lieutenant educational requirements outlined in 34.22B within two (2) years of being selected.

C. Lieutenant

Served three (3) years in the Pembroke Pines Fire Department, and must be a Driver/Engineer or on a valid Driver Engineer promotional list as of the month of the written examination. The member must have completed the Lieutenant educational requirements outlined in 34.22C, and have completed one (1) year as a signed-off Paramedic as of the day of the examination.

The maximum reduction pursuant to Section 34.11 is a reduction of up to eighteen (18) months in the Pembroke Pines Fire Department as of the month of the written examination and an allowance of up to eighteen (18) months to complete the educational requirements in Section 34.22. The City may also waive the Driver Engineer requirements for candidates on a reduced eligibility list.

D. Fire Prevention Captain

Served three (3) years in the rank of Inspector in the Pembroke Pines Fire Department, as of the month of the examination. Must also hold and maintain Broward County Plans Examiner Certification as of the day of the examination. The Inspector must have completed the Prevention Captain educational requirements in 34.22D as of the day of the examination or within two (2) years from the date of promotion, should there not be an Inspector who qualifies.

E. Captain

Served five (5) years (from date of employment) in the Pembroke Pines Fire Department and hold the rank of Lieutenant off probation, as of the month of the Captain's examination. Any Lieutenant who did not previously hold the rank of Driver Engineer is required to have, at least once, resided on the promotional list for Driver Engineer.

The maximum reduction pursuant to Section 34.11 is a reduction of up to one (1) year in the Pembroke Pines Fire Department as of the month of the written examination and an allowance of up to eighteen (18) months to complete the educational requirements in Section 34.22.

The member must have completed the Captain's educational requirements outlined in 34.22E, as of the day of the examination.

F. Battalion Chief

Served eight (8) years (from date of employment) in the Pembroke Pines Fire Department and be a promoted Captain (Station Captain) for a minimum of three (3) years as of the month of the examination.

The maximum reduction pursuant to Section 34.11 is a reduction of up to one (1) year in the Pembroke Pines Fire Department and a reduction of up to two (2) years as a promoted Captain as of the month of the written examination and an allowance of up to eighteen (18) months to complete the educational requirements in Section 34.22.

The member must have completed all of the educational requirements outlined in 34.22F as of the day of the examination.

34.24 TESTING PROCEDURES

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

1. A written aptitude test score; and
2. An assessment examination, which shall include at least three (3) of the following:
 - Road Course/Cone Exercise
 - Area Familiarization/Target Hazard Identification
 - Boosting Pressure Exercise
 - Multiple Line Exercise
 - Drafting Exercise
 - Fire Department Connection (FDC) Exercise
 - Apparatus and Equipment Check out procedures
 - Aerial/Platform Apparatus operation

A passing mark on the written aptitude test shall be a prerequisite to qualify for the assessment examination. A minimum passing mark on the written aptitude test shall be seventy percent (70%) and shall account for one half (½) of the overall promotional score. The minimum passing mark on the assessment examination shall be seventy percent (70%) and shall account for one half (½) of the overall promotional score. The assessment examination shall be

conducted by the Training Division, utilizing certified Instructors who are not employed by the City. All candidates shall be evaluated by the same officers for the same test components. If more than one employee is promoted on the same day or has the same adjusted date of promotion, seniority shall be determined by the final adjusted test score and if a tie still remains, then seniority will make the final determination.

B. Inspector - Oral Board

C. The promotional appointment to the position of Lieutenant shall be made on the basis of:

1. A written aptitude test score; and
2. An assessment examination which shall include at least three (3) out of five (5) of the following equally weighted items:

- Quality assurance exercise
- Patient care scenario
- Employee Counseling
- Protocol Pharmacology
- Oral Presentation

A passing mark on the written aptitude test shall be a prerequisite to qualifying for the assessment examination. A minimum passing mark on the written aptitude test shall be seventy percent (70%) and shall account for one half (½) of the overall promotional score. The minimum passing mark on the assessment examination shall be seventy percent (70%) and shall account for one half (½) of the overall promotional score. Appropriate management personnel for assessment examination conducted for the position of Lieutenant shall be officers of the same rank or higher for test being administered from other professional fire departments located outside of Broward County.

If any of the examiners are from fire Departments located within Broward County, the Union President shall be notified by email prior to examination. Those sitting on the board shall not have access to personnel files. The same assessment board will interview and score all candidates. If more than one employee is promoted on the same day or has the same adjusted date of promotion, seniority shall be determined by the final adjusted test score and if a tie still remains, then seniority will make the final determination.

Upon request, each test candidate may participate in a formal review process as determined by the Fire Chief or their designee for both the Written and Assessment portions of this examination. Attending one or both review processes is optional and not mandatory. At the review, the candidate will be provided/issued with the "Performance Summary" as provided by the Testing Agency.

D. The promotional appointment to the position of Prevention Captain shall be made on the basis of:

An assessment examination which shall include at least three (3) of the following:

- An oral board/resume
- An oral presentation/demonstration
- Employee Conflict Resolution
- Employee Counseling
- Tactical Scenarios
- In basket/out basket exercise

Scores from the assessment exam will determine the order of the final list.

Upon request, each test candidate may participate in a formal review process as determined by the Fire Chief or designee for both the Written and Assessment portions of this examination. Attending one or both review processes is optional and not mandatory. At the review, the candidate will be provided/issued with the "Performance Summary" as provided by the Testing Agency or Fire Department.

E. The promotional appointment to the position of Captain shall be made on the basis of:

1. A written aptitude test score; and
2. An assessment examination which shall include at least three (3) of the following:

- An oral board/resume
- An oral presentation/demonstration
- Employee Conflict Resolution
- Employee Counseling
- Tactical Scenarios
- In basket/out basket exercise

A passing mark on the written aptitude test shall be a prerequisite to qualifying for the assessment examination. A minimum passing mark on the written aptitude test shall be seventy percent (70%) and shall account for sixty five percent (65%) of the overall promotional score. The minimum passing mark on the assessment examination shall be seventy percent (70%) and shall account for thirty five percent (35%) of the overall promotional score.

Appropriate management personnel for assessment examination conducted for the position of Captain shall be at least three (3) officers of the same rank or higher for test being administered from other professional fire departments located outside of Broward County.

If any of the examiners are from fire Departments located within Broward County, the Union President shall be notified by email prior to examination. Those sitting on the board shall not have access to personnel files. The same assessment board will interview and score all candidates. If more than one employee is promoted on the same day or has the same adjusted date of promotion, seniority shall be determined by the final adjusted test score and if a tie still remains, then seniority will make the final determination.

Upon request, each test candidate may participate in a formal review process as determined by the Fire Chief or their designee for both the Written and Assessment portions of this

examination. Attending one or both review processes is optional and not mandatory. At the review, the candidate will be provided/issued with the "Performance Summary" as provided by the Testing Agency.

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

1. A written aptitude test score; and
2. An assessment examination which shall include at least three (3) of the following:
 - An oral board/resume
 - An oral presentation/demonstration
 - Employee Conflict Resolution
 - Employee Counseling
 - Tactical Scenarios
 - In basket/out basket exercise

A passing mark on the written aptitude test shall be a prerequisite to qualifying for the assessment examination. A minimum passing mark on the written aptitude test shall be seventy percent (70%) and shall account for sixty five percent (65%) of the overall promotional score. The minimum passing mark on the assessment examination shall be seventy percent (70%) and shall account for thirty five percent (35%) of the overall promotional score. Appropriate management personnel for oral examination conducted for the position of Battalion Chief shall be at least three (3) officers of the same rank or higher for test being administered from other professional fire departments located outside of Broward County.

If any of the examiners are from fire Departments located within Broward County, the Union President shall be notified by email prior to examination. Those sitting on the assessment board shall not have access to personnel files. The same assessment board will interview and score all candidates. If more than one employee is promoted on the same day or has the same adjusted date of promotion, seniority shall be determined by the final adjusted test score and if a tie still remains, then seniority will make the final determination.

Upon request, each test candidate may participate in a formal review process as determined by the Fire Chief or designee for both the Written and Assessment portions of this examination. Attending one or both review processes is optional and not mandatory. At the review, the candidate will be provided/issued with the "Performance Summary" as provided by the Testing Agency.

34.25 The Fire Department will not reemploy, either directly or through an independent employee leasing agency, any Fire Department employee who currently is or was a member of the City Pension Fund for Firefighters and Police Officers (i.e., "Participant") in a full time "sworn" Fire Department position, regardless of rank or position, with the exception of the position of Fire Chief. This limitation on rehiring will take effect July 1, 2014, but is not applicable to personnel reemployed prior to that date. This limitation on employment does not prohibit the City from reemploying Participants in positions outside of the Fire Department, such as part-time, civilian, contractor, or volunteer, or in non-certified, civilian, contractor, part-time, or volunteer positions within the Fire Department. This policy permits the City to rehire retired City employees to perform civilian duties, as determined by the Fire Chief, even if such duty was previously performed by a member of the bargaining unit or other sworn position. Retired members of the bargaining unit (IAFF) will be considered first to fill a vacancy; however, the hiring decision

remains a management prerogative, and there is no guarantee of reemployment with the City of Pembroke Pines. Any amendment to this policy, as presented to the City Commission on April 9, 2014, by the City Manager, must be approved by the City Commission.

ARTICLE 35 PROTECTIVE CLOTHING AND EQUIPMENT

- 35.01 All combat firefighting personnel shall be provided with protective clothing and equipment as follows:
- A. Helmet, gloves, bunker coat and pants, boots, protective hoods, air masks, and portable spanner wrench.
 - B. Each Fire Department apparatus shall be equipped with sufficient quantities for availability if needed for each member on duty:
 - 1. Self-Contained Breathing Apparatus
 - 2. Personal Distress Device
 - 3. Hand Light
 - C. The following equipment will be available for combat firefighting personnel to use, when necessary:
 - 1. Rappelling Gear
 - 2. Thermal Imaging Device
 - 3. Radiation Detector
 - 4. Gas Detector
 - D. All protective clothing and equipment shall meet applicable N.F.P.A., Federal, or State standards. Additionally, a spare set of bunker gear will be held in storage for IAFF members to use when necessary.
- 35.02 The City shall replace protective clothing, equipment, and uniform components issued by the City, when the above items become worn or damaged. If a member loses or misplaces their gear or clothing, they shall replace the same at their cost.

ARTICLE 36 REDUCTION IN WORK FORCE

- 36.01 In the event of a layoff or elimination of a rank within the Fire Department, the employee with the least seniority in that rank (as defined in Section 40.01A) shall be reduced to the next lowest rank, and staffing levels in that rank shall be similarly reduced. Such reductions shall continue until the lowest rank has been reached where the employee with the least seniority shall be laid off.
- 36.02 Employees will be recalled from a layoff in the inverse order of their layoff, by rank seniority, provided the employee is still qualified to perform their work. Provided further that recall rights shall continue for a period of one (1) year from the date of an employee's layoff. The City shall notify the employee of all job openings in the employee's former category during the one (1) year period. Such notification will be mailed to the employee's last known address via certified mail and return receipt requested. The laid-off employee must accept the recall option within seven (7) calendar days of receipt, or the employee will be considered to have forfeited any recall right.
- 36.03 An employee on layoff shall retain seniority for one (1) year following their layoff, but shall not accrue seniority while on layoff. Group insurance benefits shall be continued in accordance with the Consolidated Omnibus Budget Reconciliation Act, as amended.
- 36.04 In the event that a member of the bargaining unit has been recalled pursuant to the terms of this Article, such employee shall be required to meet the physical and medical standards required of all new employees by the Department. Failure to meet such standards will terminate such employee's rights to be recalled and to re-employment with the City.
- 36.05 No new employee will be hired by the City into positions within the Fire Department which were held by members of the bargaining unit who had been laid-off in accordance with this article until all members of the bargaining unit who were laid-off in accordance with this article have been given the opportunity to return to work.

ARTICLE 37 RULES AND REGULATIONS
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- 37.01 Fire Department employees shall comply with all Fire Department Rules and Regulations, including those relating to conduct and work performance.
- 37.02 New rules and regulations or changes to the rules shall be discussed with the IAFF prior to being placed in effect by the Fire Chief. The Chief will give thirty (30) working days' notice when practical.
- 37.03 In the event that the City Administration takes any action which will affect the terms and conditions of employment of any member of the bargaining unit, the IAFF reserves the right to request bargaining or to impact bargain the change.
- 37.04 Members who are covered under this agreement shall also be governed by the City's Employee Handbook & City Policies. If any conflicts occur between this Labor Agreement and the Fire Department Rules and Regulations or City Employee Handbook & City Policies, the Labor Agreement shall take precedence.

ARTICLE 38 SAFETY AND HEALTH COMMITTEE
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- 38.01 The City and the IAFF will cooperate to the fullest extent in the promotion of the safety and health of all Fire Department members.

- 38.02 A four member Fire Department safety and health committee shall be established and shall conduct a meeting upon call to same, by the chairperson to discuss any safety and health conditions in the Fire Department. The committee shall be composed of two (2) representatives selected by the IAFF and two (2) representatives selected by the City, who shall elect a chairperson. The committee shall meet no less than quarterly.

- 38.03 All meetings and recommendations by the committee shall be recorded by mechanical or other means and their findings reported to the Fire Chief and all personnel via a Special Advisory.

- 38.04 The Safety and Health Committee established by this Agreement may, upon the request of any F.D. employee or City administrator, recommend and evaluate changes in specifications for protective clothing, equipment, tools, appliances, and apparatus before and after implementation by the Department and may issue such recommendations to the Fire Chief and the City Manager concerning such changes. The Committee shall be notified thirty (30) days in advance of the proposed changes in any protective clothing, equipment, tools, appliances, and apparatus.

- 38.05 The Fire Chief, when in concurrence with a Safety and Health Committee recommendation(s), shall implement the recommendation(s) within reasonable time period. If the recommendation(s) of the Safety and Health Committee are rejected, the Fire Chief shall provide a detailed written notice as to the reason(s) for the rejection to the committee.

ARTICLE 39 SAFETY DAY

39.01 Fire Department employees shall be entitled to a Safety Day pursuant to Ordinance 515, as adopted on August 6, 1979. A Safety Day must be used in the fiscal year earned and shall not be accrued. If the day goes unused, the day will be paid-out.

ARTICLE 40 SENIORITY

40.01 For the purpose of this Agreement, employees shall have three types of seniority:

A. RANK SENIORITY

Defined as the length of uninterrupted service in a specific rank within the Fire Department.

B. RANK - CATEGORY SENIORITY

Defined as the length of uninterrupted service in a specific category within a rank in the Fire Department for example: Firefighter/EMT and Firefighter/Paramedic are the same rank, but a different category.

C. DEPARTMENT SENIORITY

Defined as the length of uninterrupted service with the City's Fire Department measured from the employee's initial or adjusted date of employment. This type of seniority shall control when employees have the same rank-category seniority as defined in 40.01B.

As provided throughout this contract seniority shall be used in the following areas:

- Vacation Selections
- Personnel Layoffs
- Recall
- Station Bids

40.02 Continuous service for non-probationary employees shall be considered as having been interrupted when the employee:

- A. Resigns and does not return to this former position within one (1) year;
- B. Is discharged;
- C. Takes unauthorized leave of absence leave; or
- D. Is absent due to a layoff for more than one (1) year.

In authorized unpaid leave situations of more than thirty (30) days the employee's seniority and probationary dates are adjusted by the amount of leave taken since seniority does not accrue during such leave. At the discretion of the Fire Chief, an employee who voluntarily resigns while in good standing may be considered for rehire within one (1) year from the date of their resignation to return to their former position without losing their accrued seniority provided that a vacancy exists or is created in a position that he previously held. Employees who resign while under pending disciplinary action shall not be considered as in good standing. The employee shall be required to meet the physical and medical standards required of all new employees by the Department. However, the employee's anniversary, seniority and probationary dates will be adjusted by the amount of time not employed by the City since seniority does not accrue during that period.

Continuous service for probationary employees shall be considered as having been interrupted when the employee:

- A. Resigns
- B. Is discharged
- C. Takes unauthorized leave of absence leave
- D. Is absent due to layoff; or
- E. Is absent in excess of five (5) consecutive 24-hour shifts or ten (10) consecutive working days for 40-hour employees.

ARTICLE 41 SHIFT EXCHANGE

- 41.01 IAFF members shall have the right to shift exchanges, without limit on frequency or duration, when the shift exchange does not interfere with the operation of, or increase the cost to the Fire Department. No shift exchange shall be for monetary gain, and if found to be so, the same may result in disciplinary action.
- 41.02 The Fire Chief or designee shall have the right to deny a shift exchange at their discretion, provided that the denial of shift exchanges shall not be for disciplinary purposes and shift exchanges shall not be denied arbitrarily and capriciously. Notice of such denial must be given to the employee by five (5) P.M. of the weekday (Monday thru Thursday) after the day notice was received by the Fire Chief in order to deny a shift exchange. Upon request, the Chief, or designee, will inform an employee of the reasons for denial of the shift exchange within twenty four (24) hours of the request.
- 41.03 Any employee seeking to exchange their shift shall be required to secure a fellow member who is qualified to serve in their classification and capacity.
- 41.04 Responsibility for shift exchanges lies with the party accepting the exchange and the City is not liable for any expenses incurred because of the shift exchange.
- 41.05 All shift exchanges must be paid back within twelve (12) months of the date of shift exchange taken.
- 41.06 Twenty four (24) hour shift exchanges shall be permitted under the following situations:
- A. A member agrees to switch a shift for a shift back to back, example (an employee is on A-shift and wants to switch with an employee on B-shift. The A-shift employee works the B-shift employee's shift and the B-shift employee works the A-shift employee's shift)
 - B. A member can work up to a 24 hour shift exchange. The member working must have a minimum of twenty four (24) hours off when doing so. The maximum amount of hours worked consecutively is forty eight (48). Members must still have a minimum of 12 hours off when working thirty six (36) or more hours consecutively.
- 41.07 Any proposed changes in departmental policy with reference to this article must be mutually agreed upon by the Fire Department and the IAFF.
- 41.08 Shift exchanges shall be in accordance with department policy, SOP 1.3.07, as amended by the Fire Chief or designee.

ARTICLE 42 SICK LEAVE

- 42.01 The members who work a 24 hour schedule shall accrue sick leave at the rate of nine point six (9.6) hours of sick time for each month of employment with the City. Forty (40) hour employees accrue sick leave at a rate as authorized in the Employee Handbook & City Policies.
- 42.02 Time will be deducted and payment of accrued sick time as follows:
- A. Any unused sick hours accumulated prior to May 1, 2010 will be maintained in a bank (Bucket One) and can be utilized during an employee's employment with the City or paid out at time of termination of employment.
 - B. Members may only accumulate up to 120 hours of sick leave in a fiscal year (Bucket Two for those hired prior to May 1, 2010). Any amount above the 120 hours will be paid to the member at their current rate of pay at the end of each fiscal year.
 - C. A member utilizing sick leave will have the hours deducted from Bucket Two (until depletion), prior to utilizing Bucket One.
- 42.03 A day will be defined, as it pertains to sick time, as 0800 hours to 2000 hours or 2000 hours to 0800 hours. A member who calls in sick will be required to call in by 0730 hours on their shift day. If a member feels that they can return to work they will have the option to return to work at 2000 hours. If a member is returning to work they will have to notify the Battalion Chief or designee by 1700 hours. Sick time will be charged in nine point six (9.6) hour blocks.
- 42.04 An IAFF member shall receive one hundred percent (100%) payment for all accrued sick time that they have on the books at their rate of pay at the time of separation unless they resign without giving two (2) weeks notice or is discharged for just cause, in which case they receive 0%.
- 42.05 The City or the employee shall have the right to arrange a voluntary shift exchange in lieu of the sick employee taking sick leave. The consent of the City and the employee is required for such an arrangement and the denial of consent is not grievable by the employee or punishable by the City.
- 42.06 Bargaining Unit members shall not be subjected to residential confinement but may be subject to visitation by City officials.
- 42.07 An abuse of sick leave is defined as a pattern or series of absences that occur over an extended period and on a regular or predictable basis and without adequate justification, i.e., sick leave being used on the weekends, holidays or next to a holiday, or sick leave adjoining to scheduled time off.
- 42.08 Employees may donate hours of sick leave and/or other accrued time to another employee subject to approval by the Fire Chief. The purpose of this section is to allow employees to donate time to another employee who has suffered an illness or injury that the affected employee will not have to exhaust their accrued time. The Fire Chief may allow employees to work for the affected employee in lieu of time donation.

ARTICLE 43 STATION BIDS

- 43.01 The City will maintain the current station bid system based on rank-category seniority as defined in Article 40 of the current Collective Bargaining Agreement.
- 43.02 In order to effectively manage the Fire Department, the Fire Chief or designee shall have the final approval on all station bid selections and shall have the authority to change or modify any member's bid selection.
- 43.03 Station assignments shall be a Rank Seniority bidding system.
- 43.04 This system shall pertain to employees on 24 hours shift, excluding new hires on probation, as of the effective day (Jan. 1st) of the new bid. The basis for the bid system is to provide an equitable system of filling bid vacancies as allowed by the Fire Chief or their designee.
- 43.05 Bid assignments shall be made on the basis of Rank Seniority for all ranks covered through and including Battalion Chief in order to fill the assigned positions in a Fire Station.
- 43.06 All positions will be posted, and may be bid on current shift. There will only be the amount of slots equal to the number of "seats" at each station.
- 43.07 The bid process shall take place annually, during the month of November. Members are encouraged to make their bid selections completely and thoroughly (i.e. first, second, third choices, etc.).
- 43.08 There will be two (2) float crews per shift (F33 and F99) each consisting of one Captain, Lieutenant, Driver Engineer and three (3) Firefighters (a minimum of two (2) paramedics if available).
- 43.09 There will be one (1) Float Pool bid per shift, each consisting of one (1) Captain, one (1) Lieutenant, one (1) DE, and remaining firefighter(s). Float Pool personnel will be used to fill temporary opening.
- 43.10 When a member is promoted, the department shall attempt to keep the member on their bid shift for the ranks of Driver Engineer and Lieutenant. Captains and Battalion Chiefs may be assigned to different shifts at the discretion of the Fire Chief or designee.
- 43.11 Should there be a need for a shift transfer due to shift balancing for promotions or cross shift bidding, it will be filled by the senior person of that rank who submitted a letter requesting to be considered. (This would result in the forfeiting of their current bid should they be transferred) If there are no volunteers, it will be the least senior person of that rank, off probation.

Should there be a need for a shift transfer due to shift balancing for upgrade purposes after a promotional exam it will be filled by the senior person of that rank who submitted a letter requesting to be considered. (This would result in the forfeiting of their current bid should they be transferred) If there are no volunteers, it will be the least senior person of that rank on the promotional list.

43.12 General staffing guidelines for non-probationary firefighters:

- A. Station Relocations (Floating) will be by seniority providing there is no special detail or duties planned and scheduled for those floating individuals.
- B. Station Relocations (Floating) on training days will rotate through rank seniority based on member training requirements to aid in assuring equal time to train with the station assigned Fire and Rescue Companies.
- C. Upgrades will float with consideration for seniority and upgrade opportunities. These opportunities should be as consistent with the station awarded by the bid.
- D. When practical, upgrades and station relocations should be done in the same Battalion.
- E. Station assignment may be changed by the Fire Chief or designee contrary to bid award during the term of any bid period.

ARTICLE 44 STATION DUTIES

- 44.01 A member may be assigned to perform routine maintenance and station duties to the Fire Station, as the City recognizes that any member performing such functions shall be within the scope of their employment.

- 44.02 No member, however, shall be required to perform any type of major station maintenance. Major maintenance shall mean, but not limited to, painting exterior of buildings, roofing, except in emergency situations where the safety of personnel or equipment may be endangered.

ARTICLE 45 UNIFORM ALLOWANCE
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- 45.01 The Fire Department Rules and Regulations determine the standard uniform dress and policy.

- 45.02 The City shall provide a system for cleaning Department issued uniforms that have been or may have been exposed to bio/chemical hazards. One option is for the City to provide commercial grade washing machines and dryers at each fire station along with commercial grade detergents. Any uniforms not exposed to bio or chemical hazards will be taken home for normal cleaning. Another option is for the City to provide a uniform cleaning service to clean all uniforms.

ARTICLE 46 VACATION LEAVE

- 46.01 Each employee shall have the right to select the times during the year when they desire to take a vacation from among the vacation times made available to all employees by the Fire Chief. Any vacation selections by the members shall be governed by rank category seniority by shift. The Fire Chief may disapprove an employee's selection in writing only for just and sufficient reason. Disapproval must be within five (5) days of the date of receipt of the request.
- 46.02 Each Fire Department member shall be entitled to the following vacation periods:
- FORTY EIGHT (48) HOUR EMPLOYEES:**
- A. Six (6) shift days after completing one (1) year of uninterrupted service.
 - B. Eight (8) shift days after completing five (5) years of uninterrupted service.
 - C. Ten (10) shift days after completing ten (10) years of uninterrupted service.
 - D. Eleven (11) shift days after completing twenty (20) years of uninterrupted service.
- FORTY (40) HOUR EMPLOYEES:**
- A. Eighty (80) hours off after completing one (1) year of uninterrupted service.
 - B. One hundred twenty (120) hours off after completing five (5) years of uninterrupted service.
 - C. One hundred sixty (160) hours off after completing ten (10) years of uninterrupted service.
 - D. One hundred eighty (180) hours off after completing twenty (20) years of uninterrupted service.
- 46.03 The members will submit vacation requests to the Battalion Chief by December 1st of each year or after the completion of all promotional exams in a testing year. The Operations Chief, subject to the approval of the Fire Chief, will coordinate all vacations consistent with all departmental policies and seniority as set forth in Section 40.01 and will notify members when they will receive their vacation.
- 46.04 The Department shall schedule vacation selections as soon as possible, but no later than December 31st for the following calendar year. Vacation selection can be modified or altered by the member only with the prior written approval of the Fire Chief.

46.05 Members shall be permitted to split their vacation leave into two (2) selection periods. The first selection period shall include at least one half (1/2) of the member's total annual vacation amount with the remaining available days included in the second selection period. The first selection will consist of consecutive shifts and can adjoin Kelly Days. The second selection will allow members to select consecutive or individual days, schedule permitting.

When members choose to split their vacation leave the first and second selection periods shall be selected by rank seniority as set forth in Article 40.01. The second selection period shall commence in rank seniority order once the first has ended.

46.06 All employees shall have vacation choices available from January 1st to December 31st of each year. All vacation hours accumulated from January 1st through December 31st (and only those hours) must be utilized during the following calendar year. All employees will be allowed to bank up to 3 vacation days to be utilized throughout the calendar year, schedule permitting. If unused, these 3 days will be paid out in the first pay period of the following year. At no time will an employee utilize vacation time that has not yet accrued in the prior year unless it is approved by the Fire Chief. Bargaining unit employees hired after August 1st will be allowed to carry forward vacation time accrued from the hire date to December 31st for a period not to exceed two calendar years commencing on January 1st following the date of employment.

46.07 Employees who resign voluntarily or are terminated by the City, whether with just cause or without, shall receive all vacation pay at their current hourly rate at the time of separation. Payment for accrued vacation applies to all employees who have passed their initial probationary period as a fire fighter. In the event of an employee's death, while they are employed in the City, the City shall pay all earned vacation time to the employee's beneficiary at the hourly rate that the employee was making at the time of their death.

46.08 **Discretionary Leave**

The City Manager upon recommendation of the Fire Chief may grant up to twenty four (24) hours of paid leave to any member covered by this Agreement whose job performance is of such exemplary or heroic nature as to warrant this special consideration.

ARTICLE 47 WAGES

47.01 WAGES

YEAR ONE (10/1/2024 TO 9/30/2025)

Effective 10/1/2024, each bargaining unit employee who received at least a satisfactory rating on their most recent performance review, will receive a merit pay increase of 6.5%. The maximum of the pay range will be increased by 6.5% on 10/1/2024 and the minimum of the pay range will be increased by 6.5% as of 10/1/2024.

YEAR TWO (10/1/2025 TO 9/30/2026)

Effective 10/1/2025, each bargaining unit employee who received at least a satisfactory rating on their most recent performance review, will receive a merit pay increase of 6.5%. The maximum of the pay range will be increased by 6.5% on 10/1/2025 and the minimum of the pay range will be increased by 6.5% as of 10/1/2025.

YEAR THREE (10/1/2026 TO 9/30/2027)

Effective 10/1/2026, each bargaining unit employee who received at least a satisfactory rating on their most recent performance review, will receive a merit pay increase of 6.5%. The maximum of the pay range will be increased by 6.5% on 10/1/2026 and the minimum of the pay range will be increased by 6.5% as of 10/1/2026.

Wage pay ranges will be frozen at the end of the term of this Agreement (9/30/2027) and remain at those levels until changed in a subsequent CBA.

All Firefighter/EMT's who become a State Certified Paramedic and who successfully complete the skills review as set forth herein will move to the applicable pay.

Any employee who is hired and holds a State of Florida Paramedic license, or any Firefighter who subsequently becomes a Paramedic during their tenure shall successfully complete a skills review as prescribed by the department, before becoming eligible for Paramedic pay status.

Any employee who is classified as a Paramedic as described below shall receive 1.5% (one and half percent) of their base pay as a Paramedic Supplement effective October 1, 2025.

To be eligible to receive a Paramedic Supplement, an employee must become a State Certified Paramedic and successfully complete part I of the practical skills evaluation review as set forth herein.

The Rescue Division, upon receipt of the Paramedic's request to be tested, shall have 30 days to complete the protocol test. Should testing not be completed within 30 days, due to Administration, the Paramedic will begin to receive Paramedic pay at the completion of 30 days. In the event the Paramedic does not successfully complete the protocol exam after two attempts, all additional monies paid for Paramedic status will be returned to the City. The Paramedic shall not be placed in a position to ride as the "sole" Paramedic assigned to any unit until such time as the skills review has been completed.

This review shall be administered by the Rescue Division and shall consist of the following criteria:

- A. Written Paramedic Exam
- B. Practical Skills Evaluation

Should an individual fail to meet the minimum requirements outlined above they will seek additional training and be retested by the Rescue Division. If the individual fails a second time, they will have a meeting with the Department Medical Director to have their skills reviewed and an evaluation given to the Fire Chief on whether the individual should be allowed to operate as a Pembroke Pines Paramedic.

47.02 Any employee who is hired by the Pembroke Pines Fire Department, who is a State Certified Firefighter will start in the Certified Firefighter Grade (minimum) whether the employee is a City Employee who is laterally transferring or is a new employee of the City. A new employee (excluding an employee who has been laid off or fired) will have to successfully pass the Probationary Class as set up by the Fire Department Administration as part of their Probationary period as set forth by this agreement and Employee Handbook & City Policies.

47.03 Criteria for increases shall be as follows:

- A. Firefighters and Firefighter/Paramedics will advance on their anniversary date of employment, while all other promoted ranks advance on their anniversary of last promotion.
- B. Wage evaluation shall be rendered once a year one month prior to the employee's anniversary date.
- C. Increases are designed as an incentive for higher quality performance and more professionalism. Increases shall be contingent on employees receiving satisfactory or above ratings in evaluations. A satisfactory rating for this Agreement is 30 out of 60 utilizing the review forms/process currently in place. The following matrix will be utilized to determine the salary increase (as long as a member is not at the top of the salary range in which case, no increase will be given):

Rating	% base salary increase
<30	0%
30 – 39	2%
40 – 49	4%
50 – 60	5%

- D. Follow up evaluations shall be made within three (3) month intervals for all persons denied a salary increase. The intent of these subsequent evaluations is to quickly assess performance and to encourage and support improvement and render the appropriate wage increases.
- E. The base salary of a Firefighter/EMT who has a valid State of Florida Paramedic License shall include an additional \$4,500.00 and upon successful completion of Part I of the Practical Skills Evaluation (Skills Assessment), the member will receive another \$4,500.00 increase. In no event shall the base salary exceed the maximum amount of their position's pay grade. An employee may test after six months from date of hire. Paramedic Status will be obtained upon successfully completing Part 2 (Field Evaluation) of the Practical Skills Evaluation.

If an employee's salary falls below the minimum for a Firefighter Paramedic upon successfully completing Part I of the Skills Assessment, their salary will be adjusted to the minimum for their new rank (FF/PM).

G. A Driver Engineer/Inspector-Lieutenant-EMT who becomes a state certified paramedic and who successfully completes a protocol test as set forth in 47.01 shall receive the full Paramedic pay increase, not to exceed the maximum amount of their position's pay grade.

47.04 Every Fire Department member who has terminated their employment with the City and has subsequently been rehired shall not be entitled to their previous classification unless otherwise provided by law.

47.05 Any member covered by this agreement who is on an eligible upgrade list, and who is required to accept responsibilities and carry out duties of a temporary position or rank above that which he/she normally holds, shall be paid as follows:

Firefighter/EMT/Paramedic Upgraded to Driver Engineer	\$40.00 per 24 hours
Firefighter/Paramedic or Driver Engineer Upgraded to Lieutenant	\$50.00 per 24 hours
Lieutenant Upgraded to Captain	\$60.00 per 24 hours
Inspector Lieutenant Upgraded to Fire Prevention Captain	\$40.00 per Day
Captain Upgraded to Battalion Chief	\$70.00 per 24 hours

47.06 Fire Department members temporarily assigned by the Fire Chief to a less strenuous position due to health or disability shall receive all compensation and fringe benefits including accumulation of seniority during the term of assignment.

47.07 Longevity pay was frozen effective April 30, 2010 for employees who were receiving longevity as of that date. No employee who was receiving longevity pay on or before April 30, 2010 will receive an increase in longevity pay after April 30, 2010.

In addition, all employees shall be paid longevity pay based on their years of service with the City as outlined below. Longevity pay will not be cumulative:

Ten (10) Completed Years of Service:	2% increase in base rate of pay
Fifteen (15) Completed Years of Service:	4% increase in base rate of pay
Eighteen (18) Completed Years of Service:	5% increase in base rate of pay

For employees receiving longevity pay pursuant to the April 30, 2010, grandfather clause above, longevity increases may apply but shall not exceed five percent (5%) after eighteen (18) completed years of service.

47.08 Members who are assigned daily to Rescue 69, 89, 269 or 289 shall receive five percent (5%) assignment pay.

47.09 Effective October 1, 2024, Lieutenants shall have their base hourly rate increased by the dollar amount necessary to provide a \$5,000 annual increase in pay based on their regularly scheduled work hours. This increase has been factored into the annual salary listed in the pay schedule effective October 1, 2024.

47.10 Salary Ranges: 2024-27

FIRE PAY PLAN	10/1/2024-9/30/2025		10/1/2025-9/30/2026		10/1/2026-9/30/2027	
	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
Firefighter EMT	MIN	MAX	MIN	MAX	MIN	MAX
ANNUAL	\$ 53,339.52	\$ 90,455.04	\$ 56,808.96	\$ 96,345.60	\$ 60,503.04	\$ 102,610.56
96 HOUR	\$ 21.37	\$ 36.24	\$ 22.76	\$ 38.60	\$ 24.24	\$ 41.11
ANNUAL	\$ 53,352.00	\$ 90,438.40	\$ 56,825.60	\$ 96,324.80	\$ 60,528.00	\$ 102,585.60
80 HOUR	\$ 25.65	\$ 43.48	\$ 27.32	\$ 46.31	\$ 29.10	\$ 49.32
Firefighter PM	MIN	MAX	MIN	MAX	MIN	MAX
ANNUAL	\$ 63,722.88	\$ 100,838.40	\$ 67,866.24	\$ 107,402.88	\$ 72,284.16	\$ 114,391.68
96 HOUR	\$ 25.53	\$ 40.40	\$ 27.19	\$ 43.03	\$ 28.96	\$ 45.83
ANNUAL	\$ 63,731.20	\$ 100,817.60	\$ 67,870.40	\$ 107,369.60	\$ 72,280.00	\$ 114,358.40
80 HOUR	\$ 30.64	\$ 48.47	\$ 32.63	\$ 51.62	\$ 34.75	\$ 54.98
Driver Engineer EMT	MIN	MAX	MIN	MAX	MIN	MAX
ANNUAL	\$ 61,800.96	\$ 99,740.16	\$ 65,819.52	\$ 106,229.76	\$ 70,087.68	\$ 113,143.68
96 HOUR	\$ 24.76	\$ 39.96	\$ 26.37	\$ 42.56	\$ 28.08	\$ 45.33
ANNUAL	\$ 61,796.80	\$ 99,756.80	\$ 65,811.20	\$ 106,246.40	\$ 70,096.00	\$ 113,152.00
80 HOUR	\$ 29.71	\$ 47.96	\$ 31.64	\$ 51.08	\$ 33.70	\$ 54.40
Driver Engineer PM	MIN	MAX	MIN	MAX	MIN	MAX
ANNUAL	\$ 66,518.40	\$ 105,431.04	\$ 70,836.48	\$ 112,295.04	\$ 75,429.12	\$ 119,583.36
96 HOUR	\$ 26.65	\$ 42.24	\$ 28.38	\$ 44.99	\$ 30.22	\$ 47.91
ANNUAL	\$ 66,518.40	\$ 105,393.60	\$ 70,844.80	\$ 112,236.80	\$ 75,441.60	\$ 119,537.60
80 HOUR	\$ 31.98	\$ 50.67	\$ 34.06	\$ 53.96	\$ 36.27	\$ 57.47
Inspector Lieutenant EMT	MIN	MAX	MIN	MAX	MIN	MAX
ANNUAL	\$ 61,800.96	\$ 99,740.16	\$ 65,819.52	\$ 106,229.76	\$ 70,087.68	\$ 113,143.68
96 HOUR	\$ 24.76	\$ 39.96	\$ 26.37	\$ 42.56	\$ 28.08	\$ 45.33
ANNUAL	\$ 61,796.80	\$ 99,756.80	\$ 65,811.20	\$ 106,246.40	\$ 70,096.00	\$ 113,152.00
80 HOUR	\$ 29.71	\$ 47.96	\$ 31.64	\$ 51.08	\$ 33.70	\$ 54.40
Inspector Lieutenant PM	MIN	MAX	MIN	MAX	MIN	MAX
ANNUAL	\$ 66,518.40	\$ 105,431.04	\$ 70,836.48	\$ 112,295.04	\$ 75,429.12	\$ 119,583.36
96 HOUR	\$ 26.65	\$ 42.24	\$ 28.38	\$ 44.99	\$ 30.22	\$ 47.91
ANNUAL	\$ 66,518.40	\$ 105,393.60	\$ 70,844.80	\$ 112,236.80	\$ 75,441.60	\$ 119,537.60
80 HOUR	\$ 31.98	\$ 50.67	\$ 34.06	\$ 53.96	\$ 36.27	\$ 57.47
Lieutenant -Rescue	MIN	MAX	MIN	MAX	MIN	MAX
ANNUAL	\$ 81,918.72	\$ 115,989.12	\$ 87,260.16	\$ 123,527.04	\$ 92,951.04	\$ 131,564.16
96 HOUR	\$ 32.82	\$ 46.47	\$ 34.96	\$ 49.49	\$ 37.24	\$ 52.71
ANNUAL	\$ 81,931.20	\$ 115,980.80	\$ 87,256.00	\$ 123,510.40	\$ 92,934.40	\$ 131,539.20
80 HOUR	\$ 39.39	\$ 55.76	\$ 41.95	\$ 59.38	\$ 44.68	\$ 63.24
Fire Prevention Captain EMT	MIN	MAX	MIN	MAX	MIN	MAX
ANNUAL	\$ 75,029.76	\$ 121,205.76	\$ 79,896.96	\$ 129,093.12	\$ 85,088.64	\$ 137,479.68
96 HOUR	\$ 30.06	\$ 48.56	\$ 32.01	\$ 51.72	\$ 34.09	\$ 55.08
ANNUAL	\$ 75,025.60	\$ 121,222.40	\$ 79,892.80	\$ 129,105.60	\$ 85,092.80	\$ 137,488.00

80 HOUR	\$ 36.07	\$ 58.28	\$ 38.41	\$ 62.07	\$ 40.91	\$ 66.10
Fire Prevention Captain PM	MIN	MAX	MIN	MAX	MIN	MAX
ANNUAL	\$ 79,722.24	\$ 126,921.60	\$ 84,913.92	\$ 135,183.36	\$ 90,430.08	\$ 143,969.28
96 HOUR	\$ 31.94	\$ 50.85	\$ 34.02	\$ 54.16	\$ 36.23	\$ 57.68
ANNUAL	\$ 79,726.40	\$ 126,900.80	\$ 84,905.60	\$ 135,158.40	\$ 90,417.60	\$ 143,936.00
80 HOUR	\$ 38.33	\$ 61.01	\$ 40.82	\$ 64.98	\$ 43.47	\$ 69.20
Captain	MIN	MAX	MIN	MAX	MIN	MAX
ANNUAL	\$ 86,112.00	\$ 126,921.60	\$ 91,703.04	\$ 135,183.36	\$ 97,668.48	\$ 143,969.28
96 HOUR	\$ 34.50	\$ 50.85	\$ 36.74	\$ 54.16	\$ 39.13	\$ 57.68
ANNUAL	\$ 86,112.00	\$ 126,900.80	\$ 91,707.20	\$ 135,158.40	\$ 97,676.80	\$ 143,936.00
80 HOUR	\$ 41.40	\$ 61.01	\$ 44.09	\$ 64.98	\$ 46.96	\$ 69.20
Battalion Chief	MIN	MAX	MIN	MAX	MIN	MAX
ANNUAL	\$ 101,212.80	\$ 146,040.96	\$ 107,802.24	\$ 155,525.76	\$ 114,816.00	\$ 165,634.56
96 HOUR	\$ 40.55	\$ 58.51	\$ 43.19	\$ 62.31	\$ 46.00	\$ 66.36
ANNUAL	\$ 101,212.80	\$ 146,078.40	\$ 107,785.60	\$ 155,563.20	\$ 114,795.20	\$ 165,672.00
80 HOUR	\$ 48.66	\$ 70.23	\$ 51.82	\$ 74.79	\$ 55.19	\$ 79.65

ARTICLE 48 WORKER'S COMPENSATION

48.01 **DISABILITY LEAVE**

Any employee in the City service who sustains a service connected disability shall be entitled to benefits provided. The following is an explanation of the terms used in connection with service connected disabilities:

A. Date of Disability

The date on which disability began or at the last day of duty thereafter, whichever is later.

B. Disability

A physical condition which is service connected and prevents an employee from performing their related duties. Disability does not include any condition which is self-inflicted or caused by another person for reasons personal to the employee and not because of their employment.

C. Disability Date Salary

The salary the employee was being paid on the date of the disability.

D. Service Connected Disability

Any disability arising out of employment in the City service.

48.02 **DISABILITY DETERMINATION**

Determination of the existence and service connection of a disability shall be made in accordance with the Florida Statutes - Workmen's Compensation Acts (as amended). This act provides that the employer is responsible for furnishing employees who have incurred service connected disabilities with such remedial treatment, care and attention under the direction and supervision of a qualified physician or surgeon. Disability determination shall be based on:

A. All facts in the service history of the case.

B. The findings of the physician, surgeon or practitioner who has treated or consulted in the treatment of the employee.

C. Such evidence as the employee at their own expense may submit of the service connection of their disability verified by the supervisor or the Department Head.

D. Other relevant evidence submitted to the medical examiner. There shall be no presumption that any disability is service connected, except that the presumption contained in Florida State Statute 112.18 and 112.181 shall apply to firefighters who qualify for such presumption. Conversely, denial that a disability is service connected will not be made without recommendation of the physician medically treating the employee and the claims representative of the insurance carrier.

48.03 At any time, and from time to time, the Department Head or the City Manager may request that a disabled employee be re-examined. Such request shall be directed to the City Manager who shall make arrangements for the re-examination with the Worker's Compensation carrier or authorized

physician. The results of the re-examination shall be made available to the Department Head and the City Manager for final action. The City will pay for the cost of the examination.

48.04 COMPENSATION DURING DISABILITY

Compensation following an on the job injury is limited to the benefits provided by Florida Statute 440 with the exception that if the City's Worker's Compensation TPA determines that the injury is work related and subject to FS440, the first seven days of time away from work, as long as requested by an approved Worker's Compensation treating physician shall be payable at 100% of the Members pre-injury wage.

48.05 REVIEW

At any time during the period of disability any case may, upon request, be reviewed by an authorized City physician who shall recommend retention, reduction or separation to the Department Head and the City Manager. Any employee so affected shall have the right to appeal. Any case of longer than sixty (60) calendar days duration shall automatically be reviewed.

ARTICLE 49 YEARLY MEDICAL EXAMINATION

49.01 The City shall furnish an annual medical physical examination for each IAFF Member. The physical shall be mandatory for all employees and shall include, but not be limited to, the following:

- A. Stress E.K.G.
- B. Audio Screen Test
- C. Vision Test
- D. Chest X-Ray - Optional
- E. A multi-phase blood analysis (SMAC 25)
- F. AIDS tests
- G. Tuberculosis test
- H. A pulmonary function test.
- I. Urinalysis (Urobilinogen, Nitrate, Blood, Bilirubin, Ketones, Glucose, Protein, PH/SG)
- J. Hepatitis A, B, C Antibody tests
- K. PSA for men over fifty (50) unless medical history indicates an earlier test be given
- L. PAP smear and mammogram for women (at employee's option)
- M. CBC blood analysis
- N. Booster injections
- O. Seasonal Flu vaccines (at the employee's option)

Notwithstanding that limited information obtained from the physical examination is reported to the City (see below), the examination is for the benefit of the employee and therefore the details of the examination are only provided to the member. The examination shall be scheduled so that every Fire Department member will receive the physical by their anniversary date each year. The examination shall be conducted on two (2) separate days. To minimize the need for employees to use their personal time for the examination, on the first day all laboratory tests will be taken when the employee is on-duty.

Within thirty days of completing Part I, and while off duty, the employee will schedule and complete the second part of the physical.

The examining physician will physically examine and discuss with the employee the tests results, and will furnish to the Fire Chief's office a memorandum that the employee was examined and the employee meets one of the following criteria:

1. The employee can perform all the requirements of the employee's job classification.
2. The employee can perform some of the job requirements and is recommended for light duty until cleared to return to work by a physician of the employee's choice.
3. The employee can perform some of the job requirements and is recommended for light duty for a specific number of days (less than fifteen (15) and is to be seen again by the examining physician prior to returning to normal duty.
4. The employee cannot return to work until cleared by a physician of the employee's choice.
5. The employee can perform the essential functions of the employee's job classification; however, does not have the proper level of immunization(s).

No further information regarding the annual medical physical examination shall be given to the Fire Chief or any City Official or employee by the examining physician, hospital or clinic, unless required by law. In the event the employee is advised to see a physician of the employee's choice, the employee's physician shall contact the examining physician, within thirty (30) days, to advise him the employee is under their care. The Safety and Health Committee from time to time, in conjunction with the Labor/Management Committee, will review the guidelines of the physical examination and make recommendations as to any changes needed. Those changes mutually agreed upon by the IAFF and the Administration will be adopted into the guidelines.

- 49.02 It will be the responsibility of the City to see to it that each Fire Department employee receives a blood gas analysis if hospitalized (including Emergency Room) and it is evident that the employee has suffered smoke inhalation while in the course of performing their job function.
- 49.03 Any condition or impairment of health caused by AIDS (acquired immune deficiency syndrome) or Hepatitis A, Hepatitis B, Hepatitis non-A, Hepatitis non-B, Hepatitis C, or any other strain of Hepatitis generally recognized by the medical community, Tuberculosis, Meningococcal Meningitis or any other condition outlined in F.S.S. 112.181, shall be presumed to have been accidental and to have been suffered in the line of duty, this presumption being rebuttable. The employee shall be presumed to be totally disabled from the duties of a fire fighter while diagnosed as having the above disease(s). An employee claiming an AIDS condition or impairment under this section shall provide to the City a medical authorization waiving the physician patient confidentiality relating to the AIDS condition or impairment. If the employee claiming hereunder refuses to supply the medical authorization referred to above, then an AIDS condition or impairment shall not be presumed to have been incurred in the line of duty.
- 49.04 The City will provide, at its expense the Seasonal Flu vaccine. The City will also provide the vaccines and/or booster injections for Hepatitis A & B, Rubella (for females of childbearing age, as needed), smallpox (at employee's option) and Tetanus (every 5 years), for all members covered by this agreement. All shots required will be administered by licensed healthcare providers. Vaccinations will be given on duty but not more than two (2) employees at each station per shift will be vaccinated in the same week. Follow up blood tests to check immunity levels will be given at the appropriate times and re-vaccinations will be administered if necessary. These vaccinations, along with any future medically recognized vaccine or other form of immunization or prophylaxis treatment that exists for the prevention of a communicable disease if medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunizations Practices of the United States Public Health Service must be taken by all members in accordance with F.S.S. 112.181. To the extent any vaccination, immunization, or other prophylaxis may be required to perfect a claim for a presumption under Section 112.181(3), Florida Statutes, such shall be required by the City.

ARTICLE 50 SAVINGS CLAUSE

- 50.01 If any provision of this agreement or the application of such provision should be rendered or declared invalid by any Court action or by reason of an existing or subsequently enacted Legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

- 50.02 This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto.

ARTICLE 51 DURATION OF AGREEMENT
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The parties acknowledge that during negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this agreement and that the understanding and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this agreement.

All matters not included in this agreement are by intention and design specifically excluded and fall within the powers, duties and responsibility of the City.

All conditions of this agreement shall become effective on ratification but only the wage adjustments will be applied retroactively. The entire agreement shall remain in full force and effect until the last day of September, 2027 unless modified or changed by mutual consent.

In the event of a Federal or State mandate that requires the payment of compensation not specifically provided for in this Agreement, either party may request a reopener of the Wage or other monetary provision of this Agreement.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

CITY OF PEMBROKE PINES

Date: 10/23/2024

Charles F. Bada
CITY MANAGER

Samuel A. Jones, 10/18/24
CITY ATTORNEY

[Signature]
CITY CLERK

Date Ratified by City Commission:

Date Ratified by Bargaining Unit:

**PROFESSIONAL FIREFIGHTERS OF
PEMBROKE PINES, IAFF LOCAL 2292**

Date: 10/12/2024

Paul M. Smith Jr.
IAFF PRESIDENT

[Signature]
IAFF VICE PRESIDENT

[Signature]
IAFF SECRETARY

[Signature]
IAFF ATTORNEY