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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MIRAMAR, FL

AND

PROFESSIONAL FIREFIGHTERS OF MIRAMAR

BROWARD COUNTY, IAFF, INC

LOCAL 2820

OCTOBER 1, 2018 – SEPTEMBER 30, 2021

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ARTICLE 1
Recognition

Section 1. The City of Miramar, Florida, recognizes the Professional Firefighters of Miramar, Local 2820, International Association of Firefighters ("PFFM"), pursuant to the Public Employees Relations Commission Certificate Certification No. 548 and the Public Employees Relations Commission Order of February 16, 2005, as the exclusive bargaining agent regarding terms and conditions of employment for the employees of the bargaining Unit as hereinafter described.

Section 2. The PFFM bargaining unit description is as follows:

INCLUDED: Firefighters, Firefighters/Emergency Medical Technicians, Firefighters/Paramedics, Driver Engineers, Lieutenants, Captains, and Battalion Chiefs and unit members who perform the functions of Fire Inspections and Plans Examinations employed by the CITY of Miramar Fire Department.

EXCLUDED: Fire Chief, Deputy Chief, Division Chief, Fire Marshal, Assistant Fire Marshal, Clerical Staff, Grant Writer and all other employees of the CITY of Miramar.

Section 3. If, during the term of this Agreement, any of the positions designated in Section 2 of this Article as "included" in the bargaining unit are re-titled, then the re-titled position shall be recognized by the City as included in the bargaining unit. If, however, the re-titled position also results in a substantial change in duties, then the City and the Union agree to seek appropriate clarification from the Public Employees Relations Commission in the event the Union and the City cannot reach agreement on the position's inclusion or exclusion in the bargaining unit.

ARTICLE 2
Terms of Agreement

Section 1. This Agreement is entered into by and between the City of Miramar, Florida, a Florida Municipal Corporation, hereinafter referred to as the "City" and the Professional Firefighters of Miramar, Local 2820, International Association of Firefighters, as bargaining agent for the Unit (as defined in Article 2, Section 2, of this Agreement), hereinafter referred to as "PFFM".

Section 2. This Agreement is primarily intended to promote the interests of the members of the public who are served by the City's Fire Department by providing the highest standard of public service as well as having at all times available to the public the Department's services on the most efficient and economical basis that may be practically achievable. It is contemplated that this Agreement will promote harmonious relations between the City and PFFM to establish an orderly and peaceful procedure for settling differences which might arise concerning the rates of pay, wages, hours of work and other conditions of employment of the employees covered by this Agreement, and to serve the public interest by keeping costs at reasonable levels.

Section 3. This Agreement commences effective October 1, 2018 and shall remain in full force and effect through September 30, 2021. Upon ratification of this Agreement, any existing or prior collective bargaining agreement will be terminated or superseded by this agreement.

Section 4. This Agreement shall be automatically renewed on an annual basis thereafter, unless one party provides written notification to the other party on or before March 30, 2021 that it desires to renegotiate this Agreement. Upon such notification, negotiations shall commence within thirty (30) days thereafter.

ARTICLE 3
Entire Agreement

Section 1. This Article shall not be construed to in any way limit or restrict the parties from negotiations, as provided in Florida Law, on any succeeding Agreement to take effect upon the termination of this Agreement or any succeeding term of this Agreement. This Agreement may only be modified or altered by mutual written consent of both parties.

Section 2. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

Section 3. If any clause, section or other part or application of this Agreement is hereafter declared by a proper legislative, judicial or administrative authority to be unlawful, unenforceable, or not in accordance with the applicable statutes, or ordinances, or administrative rules, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such a decision or declaration which is not appealed by either party, the party shall, following a request by either party, negotiate in good faith on a substitute Article, section or portion thereof.

ARTICLE 4
Distribution of Contract

Section 1. The City will bear the cost of any publication or distribution of this agreement. Each bargaining unit member will receive an electronic copy of this Agreement. Each Fire Rescue Station and office building where unit members normally work shall have access to an electronic format of this Agreement.

Section 2. The Human Resources Department will coordinate distribution of this agreement to bargaining unit members.

Section 3. The PFFM shall retain the right to duplicate and distribute this agreement.

ARTICLE 5
Representation

Section 1. The PFFM will furnish a written list of five (5) primary bargaining team members, their names and shift assignments to the Human Resource Director seven (7) days prior to the initial bargaining session.

Section 2. The Human Resource Director will furnish a written list of the City's bargaining team to the PFFM President seven (7) days prior to the first bargaining session.

Section 3. Collective bargaining sessions shall be initiated by a written request from either party. The request shall identify the subject matter of the meeting. Negotiations will be held at mutually convenient times and locations within the City. These meetings shall not be construed to be a reopening of negotiations as to issues/articles already concluded.

Section 4. Counsel or advisors to PFFM and the City may attend any of these meetings between the two parties. Negotiators shall be restricted to the City Manager or designee and PFFM designated representatives.

Section 5. PFFM representatives shall be allowed to communicate official Union business to its members during roll call and during free time as outlined in Article 23. No Official PFFM business may be conducted during member's duty hours without the approval of the Fire Rescue Chief or Designee.

Section 6. PFFM shall not be permitted the use of city property for any political campaign activities.

Section 7. PFFM Representatives shall be permitted to attend any public meeting with the City including but not limited to Fire Pension Board meetings or workshops affecting the welfare of its members with approval by the Fire Rescue Chief or the Director of Human Resources. Such attendance approval may be given by the Fire Rescue Chief's designee on duty in the absence of the Fire Rescue Chief, City Manager or his or her designee so long as such attendance does not interfere with operational requirements. PFFM representatives' requests for time off to attend such meetings will not be unreasonably denied or delayed, within operational requirements.

Section 8. A Labor-Management Committee consisting of a quorum of at least three (3) PFFM Representatives of the executive board and at least three (3) City Representatives shall be formed to discuss current labor related issues only. This Committee shall meet monthly. An agenda must be submitted by both parties one week before each scheduled meeting. The Safety Committee shall be combined with the Labor-Management Committee and will follow all of the guidelines listed above.

Section 9. In the City's interest to promote productive labor-management relations, it is the intent of both parties to resolve or have imminent resolution within forty-five (45) calendar days. Any issue which does not have resolution shall be forwarded to the City Manager and or his/her designee for assistance in bringing closure to said issue.

ARTICLE 6
Dues Deductions

Section 1. PFFM members must provide written authorization for payroll to deduct PFFM and benevolent dues paid to PFFM. No authorization shall be allowed for payment of PFFM initiation fees or fines. Dues deductions, assessment deductions, and benevolent payments to PFFM shall be made with no cost to PFFM or its members. The City shall not process more than two assessment deductions at any one time and such assessment deductions must be the same dollar amount for all employees who authorize such deductions.

Section 2. PFFM will provide written notification to the City as to the names of its members and the amount of deductions. Such notification will be certified to the City in writing over the signature of an authorized PFFM officer. Changes in the membership dues will be similarly certified to the City and shall be done at least one month in advance of the effective date of such change.

Section 3. Dues shall be deducted bi-weekly and the funds deducted shall be remitted to PFFM within thirty (30) days after collection thereof.

Section 4. The City will furnish PFFM with the appropriate authorization forms for dues deductions.

Section 5. The payroll dues deduction shall be revocable upon thirty (30) days' written notice by the PFFM member to the City and PFFM by written notice.

Section 6. PFFM agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments, of whatever kind or nature, as a result of any action taken or not taken pursuant to this Article.

ARTICLE 7
Non-Discrimination

Section 1. No unit member may be discriminated against by the City because of either their membership in, participation in any PFFM authorized activity, or lack thereof, as required in this agreement.

Section 2. The PFFM will not unlawfully discriminate against any employee's condition of employment covered by this Agreement for their refusal to become a PFFM member.

Section 3. The City and PFFM oppose discrimination on the basis of age, race, creed, color, national origin, gender, disability, marital status, religion, political affiliation or belief, or sexual orientation. The parties recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to the existing and adequate procedures established by Broward County, the State of Florida and the federal government. Unit members will be required to first process any discrimination claim or complaint through the City's internal EEO procedure.

ARTICLE 8
No Strike and No Lockout

Section 1. PFFM agrees to abide by Chapter 447.505, Florida Statutes, with regard to a prohibition of strikes.

Section 2. The City agrees that it shall engage in no lockouts.

ARTICLE 9
Bulletin Boards

Section 1. The City agrees to provide bulletin boards for each Fire-Rescue station for exclusive use of PFFM. Posted material will be restricted to official PFFM bulletins, notices, and other PFFM material. No posted item will contain any offensive, unlawful, or defamatory material. The material will have an executive board member's initial.

ARTICLE 10
Bill of Rights

Section 1. Both Parties agree to abide by Chapter 112.80-112.84, et seq., Florida Statutes, entitled "Firefighters' Bill of Rights". For information, one section is shown below, subject to state amendment, as it exists at the time of signing of this agreement.

Section 2. 112.82 Rights of Firefighters. --Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted pursuant to the terms of this section.

(1) The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

(2) No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

(3) All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.

(4) The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

(5) Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.

(6) The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.

(7) A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

(8) An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.

(9) No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by this part.

Section 3. After a unit member receives his/her notice of his/her Firefighters' Bill of Rights, the unit member and his/her PFFM representative shall be provided with at least 48 hours' notice prior to the unit member being interrogated, questioned or interviewed. A PFFM representative must be present during any interrogation, questioning or interviewing where any verbal or written response is required by the member. Notwithstanding the foregoing, the unit member may waive PFFM representation during such an interrogation.

ARTICLE 11
I.A.F.F. Business

Section 1. PFFM shall provide a list of designated union representatives to the Fire Rescue Chief by September 30th of each calendar year, or in the event of change, within 30 days.

Section 2. The City agrees to provide the PFFM up to twenty-four (24) hours per union representative or member designated by the representative, up to a maximum of nine representatives, per fiscal year, to permit the designated union representatives to attend organizational meetings of the International Association of Fire Fighters, Florida Professional Fire Fighters, Broward County Council of Professional Fire Fighters, AFL-CIO and any other Union related meetings or union business.

Section 3. On or before January 15th of each fiscal year, each PFFM unit member shall be permitted to donate their holiday or vacation to permit the designated union representatives to attend organizational meetings of the International Association of Fire Fighters, Florida Professional Fire Fighters, Broward County Council of Professional Fire Fighters, AFL-CIO and any other Union related meetings or union business. The donated time shall be calculated and banked at the donor's rate of pay, but paid or cashed at the recipient's rate of pay. The parties agree to collaborate and produce a donation process under this sub-section within 90 days from the date of signature.

Section 4. Such representative(s) must follow department policy when applying for time off described in Sections 2 and 3 above. Any request is subject to the approval by the Fire Rescue Chief or designee. Such time off will not count against the amount of unit members off as per departmental policy, and can be taken hour for hour so long as it is limited to one representative per calendar day. If more than one representative is requesting time, then it will be subject to the approval of the Fire Rescue Chief or designee.

Section 5. PFFM representative(s) shall not be entitled to per diem, transportation costs or any other reimbursements or cost benefits from the City relative to IAFF meetings or attendance, and said attendance, as well as travel to and from, shall not be considered as within the course and scope of the unit member's employment with the City of Miramar.

Section 6. The parties agreed that any costs to the City associated with approval of time off for Union business, including the cost of replacement of Union representatives who are approved for time off pursuant to this Article, whether at time and one half or straight time, will be reimbursed to the City by the Union time pool.

ARTICLE 12
Management Rights

Section 1. PFFM recognizes the City's exclusive right, except as otherwise expressly provided in this Agreement, to operate, manage and direct all affairs of all departments within the City including the following exclusive rights:

a) To control, manage, direct, and supervise all City employees.

b) To hire, promote, transfer, schedule, train, assign and retain employees in positions with the City and to establish procedures therefore.

c) To suspend, demote, discharge, lay-off, or take other disciplinary action against employees for just cause in accordance with this collective bargaining agreement, the City's personnel policies and regulations, procedures and departmental policies.

d) To maintain the efficiency and the effectiveness of the operations of the Fire Department.

e) To determine the structure and organization of City government including the right to supervise, expand, consolidate or merge any department, including the Fire Rescue Department, and to alter, combine, eliminate or reduce any division thereof. The right of contracting or subcontracting is vested in the City. The City's right to contract or subcontract exists to advance the public interest, and shall not be used for the purpose or intentions of undermining the PFFM nor to discriminate against its members.

f) To determine the number of City employees, the job description, activities, assignments, and the number of hours and shifts to be worked per week, including starting, break and quitting times of all employees.

g) To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position and/or unit, department or project.

h) To set its own standards for services to be offered to the public.

i) To determine the location, methods, means and personnel by which operations are to be conducted.

j) To determine the appropriate clothing or dress required for employment duties.

k) To set procedures and standards to evaluate City employees' job performance.

l) To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions.

Section 2. The parties recognize that job descriptions do not always specifically describe every incidental job duty. Therefore, PFFM members, at the discretion of the City, may be required to perform duties not specifically identified within their job description, but within the realm of related duties.

Section 3. The City shall have the right to formulate and amend all departmental policies and procedures including rules and regulations governing the conduct, responsibilities, and duties of all PFFM members. The PFFM shall be notified of any changed or newly formulated departmental policies. The use, location, operation including care and maintenance of any City equipment or property of the City used by the Unit members shall be subject to the exclusive direction and control of the City.

Section 4. Any right, privilege, or function of the City not specifically released or modified by the City in this Agreement shall remain exclusively with the City.

Section 5. The parties recognize that the City Commission of Miramar has the sole and final authority to determine the purpose and direction and policy of the City and the amount of the budget to be adopted by the City.

ARTICLE 13
Emergencies

Section 1. The City Manager has the sole discretion to declare that civil emergency conditions exist, including, but not limited to riots, civil disorders terrorist threats/attacks, hurricane or similar catastrophes. This Agreement's (except for wage rates and monetary fringe benefits) provisions may be suspended only during the time period of the declared emergency.

Section 2. In case of violent civil emergencies, such as riots, civil disorders and/or terrorist threats/attacks, the City shall provide police assistance and protection to PFFM members during performance of their duties. This provision shall not create a cause of action for PFFM or its members against the City outside the contractual grievance process.

Section 3. Subject to operational necessity, in the event that the City declares a hurricane emergency in accordance with this article, personnel on duty shall be allowed up to 4 hours of administrative leave per unit member to adequately secure their homes and family. Additional time may be approved at the discretion of the Fire Rescue Chief or designee. This time shall be allowed to the unit member starting from the time they are notified of emergency duty. Time off under this section shall not be unreasonably denied.

Section 4. In the event of a declared emergency, members will be paid their normal hourly rate for their regularly scheduled shift during the declared emergency period only if not required to report for duty. Members that physically work during the declared emergency period shall be paid time and one-half in addition to their normal hourly rate for every hour worked during the declared emergency period.

Article 14
Workweek

Section 1. The City shall establish the basic workweek, shifts and hours of work best suited to meet the needs of the community. The starting time for a twenty-four (24) hour shift for unit members will be 0730 hours for Battalion Chiefs and all others 0800 hours.

Section 2. The normal workweek for unit members in various groups as established by the City shall be:

a.) Forty-eight (48) work hours per week consisting of periods of twenty-four (24) hours on duty, including meals and rest periods, and forty-eight (48) hours off-duty.

b.) Forty (40) work hours per week consisting of five (5) eight-hour work periods, or four (4) ten-hour work periods, including meals and rest periods.

Section 3. All days, unless other modified by the terms herein, shall be measured as follows:

a.) For that Unit member who works twenty-four (24) hour shifts, a day shall equal twenty-four (24) hours.

b.) For those Unit members who work a forty (40) hour week, a day shall be measured as follows:

An eight (8) hour day in a five (5) day week shall equal forty (40) hours, inclusive of meals and breaks.

A ten (10) hour day in a four (4) day week shall equal forty (40) hours, inclusive of meals and breaks.

Unit members on a ten (10) hour day shall enjoy the observation of a holiday unless the holiday falls on the members regular scheduled day off, then the City will choose the day before or after the holiday.

Section 4. All hours worked in excess of the afore described work week shall be compensated either at the rate of one and one-half (1 1/2) times the regular pay of the unit member, or upon mutual agreement between the unit members and the City, compensatory time may be granted in place of such payments so long as said compensatory time is taken in accordance with the Federal Fair Labor Standards Act in effect, or as amended during this agreement.

Section 5. In computation of work hours constituting the normal work week and/or overtime hours, the normal work week of forty-eight (48) or forty (40) hours must have actually have been served in actual working conditions, i.e.: physically engaged in work activities in the employment capacity, or in a compensated leave, before overtime can begin to accrue. For the purposes of this Agreement, compensation time, holiday, sick leave, vacation time, shall be deemed as qualifying as compensated leave or hours worked. Any overtime that falls on the "Kelly Week" shall constitute a forty-eight (48) hour work week and shall make that person eligible for overtime.

Section 6. Overtime shall be assigned at the discretion of the Fire Rescue Chief or his designee in accordance with departmental policy.

Section 7. It is the intention of the parties hereto that all shift bargaining unit members shall work on an annual basis, an average of forty-eight (48) hours per week. Inasmuch as unit members who are on a twenty-four (24) hour shift day basis may work seventy-two (72) hours in a given week (3 shifts), to achieve the objective first stated above, each member employee on a twenty-four (24) hour shift day basis shall be granted one (1) shift off for every six (6) shifts on the member's assigned shift. Days off generated as herein contemplated shall be known as "Kelly Days". Due to the inability for a Battalion Chief to take vacation on another Battalion Chief's "Kelly Day", the Battalion Chief may voluntarily switch their "Kelly Day" within the same pay period to allow for a day off.

Section 8. Unit members shall have the right to voluntarily exchange shifts (trading time) with members of equal rank, or with unit members who are qualified to fill their rank, with approval of the Fire Rescue Chief or designee* in accordance with Departmental Policy when the change does not interfere with the operations of the Fire Department. Exchange of duty must be reciprocated between the members within a twelve-month period.

Section 9. During a hurricane watch or warning, off-duty unit members may be required to report to duty to relieve on-duty unit members to secure their home and family. Any off-duty unit member, who is required to remain on duty thereafter during the hurricane period, shall be entitled to overtime from the time the unit member first reported for duty to relieve the regularly scheduled on-duty unit member, provided the unit member is eligible for overtime by exceeding the normal workweek hours.

Section 10. Both parties agree that for the purpose of implementing the Fair Labor Standards Act, the 7-(k) exemption shall be applied. In the event the Fair Labor Standards Act is amended during the length of this Agreement, the amended or revised provisions shall be implemented and supersede previous policies.

Section 11. Unit members' called in for overtime that was created after 0800 on the same shift shall be paid two (2) hours of call back time at straight time and a minimum of two (2) hours pay at one and one-half (1 1/2) times the regular rate of hourly pay. Call back time shall not be paid for the continuation of the unit member's regularly scheduled shift or regularly scheduled drills or meetings. The overtime rate of one and one half (1 1/2) times the regular rate of hourly pay will be paid in attendance at all required drills and meetings provided the unit member is eligible for overtime by exceeding the normal workweek.

Section 12. If the budgeted funds for overtime are consumed before the end of the fiscal year, the City Manager will notify the PFFM, in writing, thirty (30) days before the money is exhausted. After such notice and the funds for overtime is exhausted the unit members will receive compensatory time at the rate of one and one-half (1 1/2) times the number of overtime hours in lieu of paid overtime.

Section 13. Unit members with an unforeseen emergency and with the approval of the Fire Chief will be allowed to exchange shifts (trading time) with a unit member without the unit member with the unforeseen emergency being required to reciprocate the exchanged shift.

Section 14. Members who represent the fire department for specialty teams, conferences, competitions teams, or any other event approved by the Fire Chief or designee shall be reimbursed by the City hour for hour basis for each hour or their assigned shift.

Section 15. Members who voluntarily choose to participate in department activities off duty that are approved by the Fire Chief or designee, shall be compensated hour for hour basis for time participating.

Article 15
Salaries and Wages

Section 1. Salaries

Effective the start of the first full pay period, October 4, 2018, each member will receive a 1% Cost of Living Adjustment ("COLA") to their rate of pay (Step) which is reflected in Attachment "A."

Effective the start of the first full pay period, October 3, 2019, each member will receive a 1% Cost of Living Adjustment ("COLA") to their rate of pay (Step) which is reflected in Attachment "A."

Effective the start of the first full pay period, October 1, 2020, each member will receive a 2.5% Cost of Living Adjustment ("COLA") to their rate of pay (Step), which is reflected in Attachment "A."

Section 2. Salary Step Plan Ranges.

Effective October 1, 2018 through September 30, 2021, unit members' salaries shall continue to be paid in accordance with the Salary Step Plan outlined in Appendix A (attached).

a) All eligible unit members shall proceed to the next step in their position as specified in the Salary Step Plan on the anniversary date for the unit member's corresponding years of service thru Step 11.

b) Unit members with 13, 15 and 17 years of service shall proceed to Steps 12, 13 and 14 respectively upon completion of the aforementioned years of service.

c) Performance evaluations shall be given once a year. However, the unit member's proposed step increase will be effective on the unit member's actual anniversary date.

Section 3. Promotions/Certification

A unit member, who has obtained either a promotion or a paramedic certification, shall be compensated in the following manner (for illustration purposes):

a) A Firefighter/Paramedic who is promoted to the position of Driver Engineer shall move to the appropriate step in the new classification, Example: FF/PM in Step 5 will move to Step 5 in the DE/PM classification.

b) A Firefighter/Paramedic who is promoted to the position of Lieutenant shall move to the appropriate step in the new classification. Example: FF/PM in Step 5 will move to Step 5 in the Lieutenant classification.

c) Any unit member who receives a paramedic certification shall move to the appropriate step in the new classification. Example: FF/EMT in Step 5 will move to Step 5 in the FF/PM classification.

d) A Lieutenant who is promoted to Captain shall move to the appropriate step in the new classification. Example: DE/PM or LT in Step 8 will move to Step 8 in the Capt./PM classification.

e) A unit member who is appointed, and not promoted, to serve at the pleasure of the Fire Chief, in an on-going assignment not otherwise covered by this Article, shall receive incentive pay as set forth in this Article and retain their current civil service rank for purposes of salary and wages. Example: Any member in Step 8 assigned to PIO will remain in their respective step and receive incentive pay.

Section 4. Incentive Pay

a) The following incentives may exceed the step maximums in Appendix A. Unit members may receive the following incentive pay, which shall be included in the unit member's hourly rate for purposes of pension contribution and calculation.

b) Unit members assigned by the Fire Rescue Chief or designee to a permanent, non-shift, forty (40) work hour week position, pursuant to Article 15, Section 2 (b) or (c), will receive an additional eight percent (8%) above their respective step in accordance with their civil service rank. The above incentive shall be discontinued whenever the unit member returns to a workweek in accordance to Article 15, Section 2 (a).

c) The Fire Rescue Chief or designee shall recognize a unit member certified by both the State of Florida and Broward County as a Fire Inspector. Upon such recognition, said unit member will receive a two thousand ($2,000.00) dollar annual incentive. The parties agree that any such person is subject to assignment to perform fire inspections.

d) Unit members assigned to work at the pleasure of the Fire Chief in any capacity not regularly part of the unit member's position (i.e. PIO, or any position which is not a promotion) shall receive five percent (5%) above their respective step in accordance with their current civil service rank, and shall retain said civil service ranking in the event that their assignment ends.

e) The parties agree a one dollar per hour rescue assignment pay will apply to every hour actually worked while on assignment on a transport capable ALS rescue unit for any rescue personnel assigned to said unit. The parties understand that this incentive applies only to hours worked and does not apply to any other paid time not actually performed on rescue assignment such as vacation, sick leave, holiday, Kelly Days, etc.

f) Unit members hired for or transferred to the Fire Life Safety Bureau shall receive seven and one-half percent (7.5%) above their respective step in accordance with civil service rank.

g) The Fire Rescue Chief or designee shall recognize a unit member Fire Officer Certification. Upon such recognition, said unit member will receive a two thousand ($2,000.00) dollar annual incentive.

Section 5. Academic Incentive Pay

(1) The City will grant one of the following Educational Incentives if the courses and/or degree are job related in addition to State incentives:

a. Twenty-five ($25) dollars per month for sixty (60) completed hours (two years of college).

b. Eight-four ($84) dollars per month for a completed Associates Degree (two years of college).

c. One-hundred sixty-seven ($167) dollars per month for a completed Bachelor's degree (four years of college).

d. Two-hundred fifty ($250) dollars per month for a completed Master's degree (six years of college).

Section 6.

a.) Any payroll adjustments (e.g., pay raise, pay reduction, vacation accrual change, errors in hours or pay rate) will be implemented within a maximum of three pay periods following the event leading to the adjustment (e.g., anniversary date, promotion). Similarly, in the event of an error, the appropriate adjustment will be made within three payroll periods after notice

is provided to the City of the error. This does not include the implementation of retroactive COLA, Step restoration, or other payroll adjustments which affect a large volume of employees and is an onerous undertaking. If the implementation of such adjustments will take more than three pay periods, the City will provide notice to the Union before the expiration of the third pay period.

b.) In the event of wage over- or underpayment, the parties agree that recovery shall be governed by the applicable State or federal law. If an employee has allegedly been overpaid, the City agrees that it will simultaneously issue written notice to both the Union and the employee.

ARTICLE 16
Holidays

Section 1. Unit members shall observe the following holidays:

New Year's Day
Independence Day
Veteran's Day
Christmas Day
Columbus Day
(4) Floating Holidays
Labor Day
Thanksgiving Day
Memorial Day
President's Day
Martin Luther King's Day

Section 2. Unit members assigned to a 24-hour shift shall receive 12 hours of pay or holiday compensatory time at time and one half [1 ½] of the unit member's regular rate of pay, whichever the unit member chooses. Unit members assigned to a 10-hour shift shall receive 5 hours of pay or holiday compensatory time at time and one half [1 ½] of the unit member's regular rate of pay, whichever the unit member chooses. Floating Holidays shall be credited at straight time (hour for hour and not time and one half).

Section 3. A unit member may be paid at their base payment rate for floating holiday(s) in lieu of a day off at the option of the employee upon approval of the Fire Rescue Chief or designee.

Section 4. A unit member shall not be charged for a holiday occurring during an authorized leave period. Authorized leave period is defined as either vacation or compensation time.

Section 5. If a unit member is on sick leave and is scheduled to work a holiday, the unit member will not be paid the holiday rate or twelve (12) hour's compensation as defined in Section 2. Instead, said member shall be paid at twelve (12) hours of the sick leave rate and twelve (12) hours of holiday straight time.

Section 6. A unit member working overtime on a holiday will be paid at the premium holiday rate of time and one half (1 1/2) his or her normal base rate for the first twelve hours of the holiday worked by the unit member. Above said premium pay is in addition to time and one half (1 1/2), for overtime hours worked and is in addition to the compensation time as identified in Section 2.

Section 7. Unit members, on twenty-four (24) shifts, shall observe the holidays in Section 1 on the nationally recognized day, regardless of the day on which other municipal employees observe it.

Section 8. Unit members on a forty- (40) hour workweek shall take holidays on either the nationally recognized day or the day of municipal observance as determined by mutual agreement between the member and the Fire Rescue Chief. Unit members on a forty (40) hour workweek shall be granted additional half or full days off when the majority of city employees are off due to holidays.

Section 9. On or before the first full pay period in February of each year all unused holiday and floating holiday time will be paid into the employees VEBA account, pursuant to Article 19.

ARTICLE 17
Vacation

Section 1. Each unit member shall be eligible for paid vacation. Vacation leave shall be credited in full to each unit member at the beginning of the first full pay period of the year. Unit members whose anniversary hire date is during the calendar year shall receive their leave on a pro rata basis. Unit members who terminate employment during the calendar year shall refund to the City any excess vacation awarded on a pro rata basis. Unit members who have been employed less than six (6) months may not take vacation leave until the first day following the completion of six (6) months of service. Vacation leave shall accrue on a calendar year basis.

Section 2. Vacation leave allowance shall be earned and accumulated annually based on the following schedule of completed full time years of service within the city:

Forty Eight (48) hour Employees

Service Years	Shifts Per Year
Less than 4 years	5.5
4 years through 10 years	8
11 years through 17 years	10.5
18 years or over	13

Forty Hour (40) hour Employees

Service Years	Hours Per Year
Less than 4 years	85
4 years through 10 years	125
11 years through 17 years	165
18 years and over	205

Section 3. Vacation leave shall be used in 8, 12, and 24-hour increments in accordance with the following schedule:

a) Unit member may submit up to a maximum of their one year allotment for annual vacation picks (as of December 31st of each year) for vacation requests to the Fire Chief's designee, by October 31st of each year. The Fire Chief's designee, subject to the approval of the Fire-Rescue Chief, will coordinate all vacations on his/her shift consistent with all departmental policies and seniority as set forth in Article 24 and will notify members by December 1st when they will receive their vacation.

b) The Department shall post a vacation list by December 1st for the following calendar year. Vacation selection can be modified or altered by the member only with prior written approval of the Fire Rescue Chief or designee.

c) All unit members shall have vacation choices available from January 1st to December 31st of each year. Unit members will be allowed to bank up to one year worth of vacation accrual in accordance with years of service and shifts per year in Section 2 of this article. All vacation hours credited on January 1st in excess of the allowable cap must be utilized during the calendar year in which they were credited as it will not be carried over to the next calendar year.

d) If, due to operational necessity, the Department prevents a unit member from taking vacation leave and it is unable to be rescheduled, the Fire Rescue Chief, with the approval of the City Manager, shall permit the unused vacation to be transferred to the employee's VEBA utilizing the employee's current base rate of pay, in accordance with section 11 of this article.

Section 4. A unit member shall be charged one hour of vacation leave for each hour absent from work, either on a ten (10) hour schedule or twenty-four (24) hour schedule, at the discretion of the Fire-Rescue Chief. A unit member shall not be charged for using accrued vacation leave, except to the extent that member would have been required to be on duty while the member was absent.

Section 5. Holidays or other regular days off immediately preceding the commencement of, falling with, or following the termination of the Unit member's vacation, shall be excluded in computing vacation leave.

Section 6. Vacation leave requests must be timely submitted in accordance with this article and department policies by the unit member and approved by the Fire Rescue Chief or his/her designee.

Section 7. Annual vacation requests shall be granted on the basis of seniority in accordance with Article 25, Section 2.

Section 8. Approved vacation leave may be canceled or postponed by the Fire Rescue Chief or designee in case of declared emergency or other unplanned event deemed by the Fire Rescue Chief or designee to meet a legitimate service need of the Department.

Section 9. A unit member, who has resigned with two (2) weeks' notice, or has been terminated, shall be paid at the unit member's regular base rate of pay, in accordance with Article 19 and Article 27 prospectively.

Section 10. Upon separation of a unit member by reason of death, the unit member's estate shall be entitled to an immediate lump sum payment for all sick, vacation, and comp time earned and accrued, including lump sum payment for overtime and accrued holiday time paid into the member's VEBA or pension fund in accordance with Article 19 and Article 27 prospectively. The City shall require sufficient and proper documentation to ascertain the proper person(s) for payment purposes.

Section 11. As of the first full pay period in January of each calendar year, hours in excess of the member's respective cap from the previous year, shall be transferred into the members VEBA annually not to exceed 72 hours. This payment will be made in the first full pay period of February in accordance with Article 19, Section 1.

Section 12. DROP members who choose at the time of entry into the DROP program to have all accrued and unused vacation leave deposited into their DROP account (i.e., front load) will have any subsequently accrued and unused vacation leave as of December 31st of each calendar year paid into the VEBA in accordance with Article 19, Section 1.

Section 13. No payments in cash for unused accumulated vacation leave time shall be paid directly to any member or member's estate.

ARTICLE 18
Sick Leave

Section 1. Sick leave hours shall be credited in full to each unit member at the beginning of the first full pay period of the year. Unit members who are hired mid-year shall receive their leave on a pro rata basis. Unit members who terminate employment before the end of the year shall refund to the city any excess sick leave awarded on a pro rata basis. Paid leave may be granted to unit members who are unable to perform their assigned duties due to sickness or injury. Up to six (6) twelve (12) hour non-consecutive sick leave time periods may be used on a calendar year basis for member's absence due to illness or injury of a member's immediate family.

Section 2. Unit members working in accordance with Article 14 Section 2a, shall be credited 144 sick leave hours per calendar year. Unit members working in accordance with Article 14, Section 2b shall be credited 96 sick leave hours per calendar year. Sick leave accumulation shall be unlimited except for pay out purposes set forth in Section 7 hereof.

Section 3. Prompt notification, a minimum of one hour prior to commencement of shift, in accordance with departmental policy, must be provided by a unit member to Telestaff or on duty Battalion Chief, in accordance with department policy.

Section 4. The Fire Rescue Chief or designee may require proof of incapacitating illness or injury when, in the Chief's discretion, there is cause for such request. The Fire Rescue Chief may require a certificate from the attending physician, or a recognized clinic before a unit member may return to work. The certificate must state that the unit member is capable of fully performing the essential job functions of their position and will not jeopardize either the wellbeing or health of the public or the City's employees. If the City requires a fitness for duty certification and the certificate cannot be obtained within five (5) calendar days by the employee, making good faith efforts, the employee's status shall be changed from sick leave to paid administrative leave.

Section 5. Unit members shall be eligible to use sick leave in accordance with the Family and Medical Leave Act, subject to provisions of Article 44.

Section 6. In instances when the illness of a unit member extends beyond their sick leave credits, the unit member may elect to apply available earned vacation leave credits towards sick leave, subject to the approval of the Fire Rescue Chief. Days lost because of illness after both vacation and sick leave credits are exhausted shall be without pay, and in accordance with the Family and Medical Leave Act, unless said unit member elects to use his/her proceeds from their VEBA account, in accordance with Article 19.

Section 7. Unit member's sick leave balances above the below caps will be converted to cash value to the caps, with the funds deposited into their VEBA accounts. This cash conversion will be done annually effective the first full pay period in January of each subsequent calendar year, for the duration of this agreement. These funds will be deposited on the first full pay period of February the same year.

Members hired	Cap
Prior to September 30, 1993	1,200 hours
After September 30, 1993	600 hours
After September 30, 1996	400 hours

The hire dates referenced above relate to the unit member's original hire date with the City, unless there is a break in service, at which point the hire date will be the date the employee returned to City employment

Section 8. DROP members who chose at the time of entry into the DROP program to have all accrued and unused sick leave deposited into their DROP account (i.e., front load), will have any subsequently accrued and unused sick leave as of December 31st of each calendar year paid into the VEBA in accordance with Article 19, Section 1.

Section 9. In the event of a unit member's retirement, resignation with two (2) weeks' notice, or layoff, a unit member will have their accrued sick leave paid out to their VEBA, DROP accounts (in accordance with Article 19, Section 3 of this Agreement). No payments in cash for unused accumulated sick leave time or any other accumulated leave time shall be paid directly to any member.

YEARS OF SERVICE	% OF SICK LEAVE PAID AT BREAK IN SERVICE
Less than 5 years	25%
Over 5 years	100%

Section 10. Any employee who does not use any sick leave within one (1) of the below described six-month period, shall, for each six-month period for which no sick leave is used, earn one (1) day of vacation with pay at the employee's then existing salary level. For the purposes of this section the first six-month period shall begin on October 1 and terminate on March 31, with the next six-month period to commence on April 1 and terminate on September 30, to repeat each year.

ARTICLE 19
Voluntary Employee Benefits Association

Section 1. At the start of the first full pay period in February of each year, the City shall pay to the Miramar Firefighters Local 2820 VEBA Trust Fund ("VEBA") the value of each employee's accrued holiday compensatory leave and sick leave in accordance with Article 18, Sections 7 and 8 which was unused as of the first full pay period in January "Value" as used in this subsection shall mean the total number of accrued hours multiplied by the employee's regular hourly rate of pay as set forth in Article 15 Appendix A. In addition, unit members shall transfer up to 72 hours of accrued vacation leave above the cap into VEBA in accordance with Department leave request and overtime policies for each year of this agreement.

Section 2. Should an employee, during a year, exhaust that year's leave allowances and still need to use sick or vacation leave, if the employee has a sufficient balance in the VEBA then the VEBA, at the employee's request, shall transfer the value of the employee's needed leave to the City which shall then pay the employee for the leave in the regular manner. All transferred leave shall be subject to normal operating policies of the Fire Department.

Section 3. Upon separation from the City, any vested, non-DROP participants and all DROP participants that have "Front Loaded" shall have any unused accumulated leave paid by the City to the VEBA.

Section 4. Participation in the VEBA shall be open to all bargaining unit employees regardless of PFFM membership and, unless the IRS determines otherwise, to fire department managerial employees who are members of the PFFM.

Section 5. All administrative and start-up costs shall be borne by the Miramar Firefighters Local 2820 VEBA Trust Fund (VEBA).

Section 6. The union agrees to hold the City harmless against any claims or liabilities of whatever nature, past, present or future, related to the formation, organization or administration of the Union's VEBA program.

Section 7. If a unit member exhausts all sick, vacation, and holiday time and all time banks are at zero, the unit member has the option, with approval by the City, to buy back time from the member's VEBA account. These funds will be paid to the City in one hundred (100) hour blocks at the unit member's current rate of pay.

ARTICLE 20
Bereavement Leave

Section 1. In the case of death of a unit member's, unit member spouse's, or unit member domestic partner's immediate family member, the following family relationships are recognized for bereavement leave (mother, father, sister, brother, spouse, child, stepmother, stepfather, stepchild, grandchild, grandfather and grandmother, aunt, uncle, first cousin, or domestic partner).

Section 2. Bereavement will be paid on an hour-for-hour basis, for each hour of absence from required work up to a maximum of forty-eight (48) hours for shift personnel, and forty (40) hours for those unit members on the day shift without charge to annual leave credits. Any absence in excess of this amount will be charged to annual leave or a leave of absence may be arranged if an extended period is required.

Section 3. Employees must provide written verification, acceptable to the Fire Rescue Chief, of the death of the relative (E.g., death certificate, dated newspaper article, mortuary notice, etc.) within fourteen (14) calendar days after returning from bereavement leave. Forms must be submitted in accordance with department policy.

Section 4. Domestic partner is defined as unmarried adults living in a consensual relationship not related by blood, residing at the same primary address and consider themselves to be part of the immediate family of the other partner.

ARTICLE 21
Uniforms

Section 1. The City agrees to provide City approved safety shoes. Replacement of worn or damaged safety shoes will be approved by the City at its discretion.

Section 2. Upon initial employment, the City shall issue uniform items pursuant to departmental policy.

Section 3. Replacement of any of the above articles will be approved by the City at its discretion.

Section 4. The City will be responsible for the replacement and repair of all uniform items and protective clothing and protective devices unless the item is lost or damaged due to the employee's neglect. If an employee loses or damages an item through neglect, he/she will be required to purchase a replacement item from the City. The City has the authority to determine if and when a replacement of any uniform item is required. No request will be unreasonably denied.

Section 5. After one (1) full year of service, the City agrees to pay each member five hundred ($500) dollars (equal amounts at the first full pay period in October and April) for the maintenance and upkeep of uniforms during the fiscal year.

Section 6. A joint labor-management uniform committee will meet periodically to review the uniform items provided and may recommend alternatives or changes in specific items during the life of the contract. The City retains the right to approve or not approve the recommendation.

ARTICLE 22
Educational Assistance Program

Section 1. Unit members, who are directed in writing by the City or Fire Rescue Chief to attend classes or seminars, while on duty, will be permitted to attend without having to exchange time or use their compensatory or vacation time. The Fire Rescue Department will be responsible for covering the vacant position.

Section 2. No education reimbursement shall be made unless the appropriate forms are submitted to the Fire Rescue Chief for his or her approval. The approval of any task related degree program is at the sole and exclusive discretion of the Fire Rescue Chief and City Manager.

Section 3. PFFM member will be reimbursed at 100% of the State University System of Florida published resident tuition rates. Coursework at private institutions will be reimbursed up to the highest per credit hour resident rate established and published annually by the State University System of Florida for that level of study and/or degree program. Any degree/program not related to the employee's current position will be reimbursed at 50% of the State University System of Florida published resident tuition rates for that level of study and/or degree program. PFFM members must provide a paid receipt and official grade from the institution to demonstrate that the PFFM member has obtained a "C" grade or better, and the procedure for tuition reimbursement is followed (Section 4). In classes where the grade is either pass or fail, pass would show successful completion and entitle the PFFM member to reimbursement. Books or other incidental costs for courses described in the above sections shall be borne by the PFFM member.

Section 4. PFFM unit members shall not be entitled to reimbursement on any non-task related course or program, including course or book materials, unless this benefit is provided to other bargaining units.

Section 5. The PFFM member will be responsible for maintaining necessary certification. The City will pay for all required processing fees or license application. Example: Paramedic/EMT license, CPR, Defensive Driving or EVOC.

Section 6. A re-certification program, managed by the Fire Department, shall be available for EMT's and Paramedic's prior to the expiration of their EMT, Paramedic, Inspector, and Instructor licenses/certifications. Members who fail to attend department scheduled re-certification programs, will be responsible to maintain re-certifications on their own time.

Section 7. On-duty unit members shall be permitted to attend any class, which is necessary to maintain their departmental licenses or certificates. Unit members shall be considered in an on-duty pay status, if the Fire Rescue Chief permits such attendance. The Fire Rescue Chief will fill any vacancy created by the unit member's attendance at said classes.

Section 8. If a PFFM member voluntarily terminates their employment with the City, excluding normal retirement and for classes taken per Section 1 herein, within one (1) year following the completion of any eligible educational class for which such member has received a refund, then the refunded amount shall be immediately reimbursed by the unit member. Such reimbursement shall be deducted by the City from the unit member's final paycheck. In the event that the unit member fails to reimburse the City as provided above, and the services of an attorney is required to collect any of said amounts, such attorney's fees and court fees will be added to the amounts owed by the member to the City.

Section 9. If the department elects pre-payment of education upon the member's request, and the member does not attend, the member shall be required to repay the department. Extenuating circumstances may be considered by the department. Upon completion of the class, member must provide proof of attendance.

ARTICLE 23
Meals and Breaks

Section 1. Unit members on a twenty-four (24) hour shift will be permitted to study, exercise or retire to the dayroom at the Station Captain's discretion provided all normal and necessary work is completed. However, unit members may be required to perform a number of after hour drills, demonstrations and public service talks.

Section 2. The unit member shall be entitled to meal periods and breaks according to departmental policy.

ARTICLE 24
Seniority, Layoffs and Recall

Section 1. Seniority for all purposes, except as delineated in Section 2, shall consist of continuous accumulated paid service as a member of the bargaining unit. Seniority shall accumulate during any absence because of illness, injury, vacation, military leave, or other authorized leave.

Section 2. Seniority by rank shall, within a rank, govern vacation and Kelly day selections, and placement on the overtime rotation list. Seniority by rank, within a rank, along with other factors, including operational necessity, shall be considered by the City but not binding in station selections.

Section 3. Seniority shall be considered by the City to be binding in all cases of layoff and recall.

Section 4. In the event of a reduction in the work force which requires a layoff, unit members shall be laid off in the inverse order of their seniority as described in Section 1 above.

Section 5. When a reduction in the workforce requires a layoff, those laid off unit members will be recalled to their prior employment status in the reverse order of the layoff.

Section 6. No new firefighter shall be hired in any classification until all unit members previously laid off pursuant to this Section in that classification are offered an opportunity to return to work, provided that the individual passes a fitness for duty examination, and otherwise meets all requirements for the position. An employee laid off shall have the right of first refusal for recall for a period of thirty six (36) months following the date of his or her layoff. The Parties agree however, that an employee eligible for recall who has been offered an opportunity to return to work, but fails to respond within two (2) weeks after verification of notice, or responds in the negative, will lose all rights to return under this Section.

Section 7. Any unit member, who accepts a lower paid position in lieu of layoff, shall retain their previous rate of pay, unless it exceeds the maximum rate for the new position, in which case the unit member shall be paid the maximum salary rate for the new position.

ARTICLE 25
Temporary Upgrading

Section 1. Temporary upgrading shall occur whenever a Driver Engineer, Lieutenant, Captain, or Battalion Chief is not available for duty due to vacation time, sickness, Kelly Day, comp time or any other regularly scheduled time off in accordance with Departmental policy. It is the purpose of the Article to promote on the job training, alleviate the City's overtime burden and allow extra personnel off when staffing levels permit as determined by the Fire-Rescue Chief.

Temporary upgrading may be used to facilitate time off requests, subject to approval by the Fire-Rescue Chief or designee, and subject to the request for time off being made at or prior to the start of the shift.

Requests made on or before one hour prior to the start of the shift will be approved subject to no overtime resulting from the approval, and subject to a qualified person being available.

Section 2.

a) When a unit member who appears on the authorized promotion list for the position of Captain, serves in the capacity of Captain, the employee shall be paid a salary bonus of an additional $3.00 per hour added to that member's then existing hourly rate for the period served. A minimum of four hours will be paid for any temporary upgrade.

b) When a unit member who appears on the authorized promotion list for the position of Driver Engineer, serves in the capacity of Driver Engineer the unit member shall be paid a salary bonus of an additional $3.00 per hour added to that member's then existing hourly rate for the period served. A minimum of four hours will be paid for any temporary upgrade.

c) When a unit member who is on the authorized promotion list for the position of Lieutenant, and serves in the capacity of Lieutenant, the unit member shall be paid a salary bonus of an additional $3.00 per hour added to that member's then existing hourly rate for the period served. A minimum of four hours will be paid for any temporary employee upgrade.

d) When a unit member who is on the authorized promotion list for Battalion Chief serves in the capacity of Battalion Chief, the unit member shall be paid a salary bonus of an additional $5.00 per hour added to that member's then existing hourly rate for the period served. A minimum of four hours will be paid for any temporary upgrade.

Section 3. Unit members serving in an upgraded capacity serve in said capacity at the pleasure of the Fire Rescue Chief or his designee.

Section 4. There shall be only one upgrade per rank per shift, with the exception of Exchange of Time (EOT) and short periods of departmental training not to exceed six (6) hours.

Section 5. There shall be at least one (1) Battalion Chief on duty per shift.

Section 6. A temporary upgrade will not be used to permanently replace a vacant permanent position.

ARTICLE 26
Civil Suits

Section 1. City will provide a legal defense to PFFM members in any civil action for an incident, which arose during the course and scope of their employment. City or its insurance carrier shall make selection of coverage. The City shall be entitled to reimbursement of any legal fees and costs paid on behalf of a PFFM member if it is later determined that the member acted either in bad faith, with a malicious purpose, in a manner exhibiting wanton and willful disregard of human rights, safety or property, or with gross negligence.

Notwithstanding the above, if the City determines, upon investigation, that the employee's behavior or performance was grossly negligent or constituting grounds for termination, the City will have the option to decline reimbursement or decline payment of costs or fees.

ARTICLE 27
Pension Program

Section 1. Except as provided herein, the City will maintain the existing pension ordinance provisions regarding benefits and contributions to the City's Firefighters Pension Plan and Trust Fund (the "Plan") for the duration of the Agreement.

Section 2. The PFFM and the City agree to implement share accounts, based upon a subsequent side letter between the parties discussing a basis for share distribution reflecting date of hire. The concept will be to calculate and divide any excess 175 money equally between members employed in each of the years during which Section 175 monies were received.

Section 3. Share accounts will be based upon no use of City general fund dollars.

Section 4. Both parties agree that none of the above as it relates Section 175 share accounts will result in an increase in cost or liability to the City. Further, this must be done in accordance with State mandates accompanied by State funding under Section 175 FS.

Section 5. The PFFM and the City mutually agree to the following funding of the Share Accounts effective 10/1/15. The members shall receive the 175 monies up to ($1,124,210). Any monies received above this $1,124,210 shall be shared 50/50 between the members and the City. The City's 50% share above the $1,124,210 shall be used to pay down the unfunded liability of the Miramar Firefighter's Pension Plan in addition to the City's actuarially determined annual contribution. Both parties mutually agree that $900,000 of the 175 money received in calendar year 2018 shall be used by the City as a one-time offset against the City's pension contribution for the contribution due in fiscal year ending September 30, 2019. 175 monies received in subsequent years will be allocated in accordance to the previous funding in place that was effective 10/1/2015.

Section 6.

a. **DROP Account**

(1) Effective for members who enter the DROP on or after October 1, 2012 (who are not eligible for normal retirement on or before that date), member accounts shall be credited/debited quarterly with the interest earned/lost at a rate equal to the fund's actual investment return, net of investment expenses. The interest rate shall not be lower than 0% nor greater than 8%. Members who are eligible for normal retirement and/or entered the DROP prior to October 1, 2012 have the one time option to choose between the then prevailing interest rate minus 150 basis point or the rate of interest earned/lost at a rate equal to the fund's actual investment return, net of investment expenses;

balances for these DROP members shall continue to be credited in that way. (2) Upon entering DROP, participants have the option to "Front Load" or "End Load" unused accumulated leave. Participants that "Front Load" their DROP account can transfer all unused accumulated leave with the exception of 72 hours of vacation time and 144 hours of sick leave into their DROP account at DROP commencement. Participants that "End Load" shall transfer all unused accumulated leave time into their DROP account at DROP completion.

b. Share Account

Annual allocation of accounts

(1) 175 Moneys shall be credited to each individual actively employed member account in an amount directly proportionate to the number of pay periods for which the actively employed member worked as compared to the total number of pay periods years of credited service for all actively employed members.

(2) Effective for members who retire or enter the DROP on or after October 1, 2012 (who are not eligible for normal retirement on or before that date), member accounts shall be credited/debited at the end of each fiscal quarter with the interest earned/lost at a rate equal to the fund's actual investment return, net of investment expenses. The interest rate shall not be lower than 0% nor greater than 8%. Members who are eligible for normal retirement and/or entered the DROP prior to October 1, 2012 have the one time option to choose between the then prevailing interest rate minus 150 basis point or the rate of interest earned/lost at a rate equal to the fund's actual investment return, net of investment expenses; balances for these Share Account members shall continue to be credited in that way.

c. Terminal Leave Account

(1) Used for Non Vested participants who have separated from service.
This is a non-interest bearing account in which any balance shall be paid out to the member or rolled over within 60 days.

(2) In the event of a member's death any unused accumulated leave shall be transferred to the respective member's terminal leave account.

Section 7.

Both parties agree that upon vesting, participants shall be permitted to purchase permissive service credit, applied as an increased benefit accrual factor (multiplier) and/or earlier normal retirement date, which will be set forth in an ordinance and Actuarial impact statement that shows no fiscal impact to the City.

The cost of any permissive service credit purchase shall be borne by the plan participant at the full actuarial cost to the plan, using the same actuarial assumptions used by the plan for funding in its most recent approved valuation.

ARTICLE 28
Promotional Eligibility Requirements/Testing Process

Section 1. In order for a unit member to take the examination for promotion to the rank of Battalion Chief, the following eligibility requirements must be met by date of examination:

a) Nine (9) years of continuous professional fire rescue experience in the City of Miramar.

b) Hold an Associate of Science Degree or higher in a task related field.

c) Hold the rank of Captain for three [3] years.

d) Florida State Basic Fire Instructor (or new equivalent) Certification.

e) Candidates must complete a 40-hour officer development class created and administered by the Miramar Fire Department that outlines the expectations and standards for the promoted position above.

f) The corresponding 40-hour officer development class shall be made available to all candidates seeking promotion prior to the promotion notification date but no later than 120 days prior to the examination date.

Section 2. In order for a unit member to take the examination for promotion to the rank of Captain, the following eligibility requirements must be met by date of the examination:

a) Six (6) years of continuous professional fire rescue experience in the City of Miramar.

b) Hold a valid State of Florida Fire Officer 1 certificate or Associates of Science degree in Fire Science.

c) Fire Service Instructor state certification.

d) Hold the rank of Lieutenant and be off probation.

e) Candidates must complete a 40-hour officer development class created and administered by the Miramar Fire Department that outlines the expectations and standards for the promoted position above.

f) The corresponding 40-hour officer development class shall be made available to all candidates seeking promotion prior to the promotion notification date, but no later than 120 days prior to the examination date.

Section 3. In order for a unit member to take the examination for promotion to the rank of Lieutenant, the following eligibility requirements must be met by date of the examination:

a) Four (4) years of continuous professional fire rescue experience within the City of Miramar.

b) Successfully complete:
   1) (Course Delivery FFP1740) or Methods & Techniques of Instruction or new equivalent;
   2) EMS Practicum (EMS 2311 or new equivalent) or Fire Department Supervision (Company Officer FFP2720) or new equivalent;
   3) CGS 1570 or new computer equivalent

c) Fire Officer I State Certification

d) Candidates must complete a 40-hour officer development class created and administered by the Miramar Fire Department that outlines the expectations and standards for the promoted position above.

e) The corresponding 40-hour officer development class shall be made available to all candidates seeking promotion prior to the promotion notification date but no later than 120 days prior to the examination date.

f) Must hold the rank of Driver Engineer or be on a current eligibility register. (If current eligibility register has expired, candidate must have been on the most recent Driver Engineer register).

Section 4. In order for a unit member to take the examination for promotion to the rank of Driver Engineer, the following eligibility requirements must be met:

a) Three (3) years of continuous professional fire rescue experience within the City of Miramar.

b) Must have a Certificate of Completion for the Driver Operator class offered through the Miramar Fire Rescue Department or prior to October 1, 2018 the member must have earned a certificate of completion for Driver Operator from a training organization or a State approved training facility that was approved and accepted by the Fire Rescue Chief. This Driver Operator Certificate shall be comprised of a 40-hour Pump Operator/Hydraulics class and a 40-hour Driver/Engineer standards and development class.

c) Possess a valid driver's license as required by the State of Florida for driving the size, weight, and type of vehicle assigned to operate.

d) Candidates must complete the 40-hour Driver/Engineer standards and development class every two years prior to the promotional exam.

    1) The corresponding 40-hour Driver/Engineer standards and development class shall be made available in the month of February in odd years to all candidates seeking promotion.

Section 5. In lieu of any civil service provision, seniority points shall accumulate at one-quarter (1/4) point for each full year of continuous service within the Fire Department.

Section 6. All requirements to participate in a promotional exam must be met in full at the time of the first exam. Resumes shall not be required to submit for promotional exam.

Section 7. The City will provide notification to bargaining unit members of promotional exams a minimum of ninety (90) days prior to the expiration of the current eligibility roster in all classifications. Said notification will include the sources of information from which the examination is drawn, as well as the necessary information to purchase all promotional texts and materials. Unit members will be entitled to a minimum of sixty (60) days study time from the date of notification. At least 60 days prior to the promotional exam, unit members will be provided with written notice of the date, time, and place of all portions of the exam as well as the attire that is to be worn during all portions of the exam. All notifications must be sent directly to Fire Department members who are eligible to take the promotional exam via email.

Section 8. Sources of the answers to the questions and information for all promotional examinations shall be posted at the time the examination announcement is posted. The City shall provide to PFFM an electronic version of all test materials to be used at time of application. An orientation/meeting will be offered thirty (30) days prior to the exam to inform the candidates what will be expected of them.

Section 9. The Human Resources Department shall arrange for all examinations and will be responsible for handling the challenge process.

Section 10. Promotional eligibility lists will be effective for two (2) years unless the list is exhausted or a new promotional eligibility roster is certified by the Human Resources department. At no point shall there not be an active promotional eligibility roster available. In order to execute this change the next promotional exams will be administered as follows:

- ☐ Driver Engineer: administered in odd years in the month of October
- ☐ Lieutenant: administered in even years in the month of September
- ☐ Captain: administered in odd years in the month of July
- ☐ Battalion Chief: administered in even years in the month of May

Section 11. The parties agree that the "Rule of 3" may be utilized in making promotional appointments. Should the Fire Rescue Chief exercise his sole discretion to promote a candidate other than the highest scoring candidate, the highest scoring candidate shall receive a written explanation from the Fire Rescue Chief which shall not be subject to the grievance procedure unless the grievance filed is based on unlawful discrimination. When a vacancy occurs, the Fire Rescue Chief will determine whether or not the position will be filled and will notify the Union of his/her intentions. If it is determined that the position will be filled and it is not filled within a two (2) week period from the date of the determination, the Fire Rescue Chief, Union President, and the Human Resources Director will meet to address filling the position.

Section 12. City has the management right and prerogative to set the standards, criteria and practices in hiring, promoting and transferring. However, such standards, criteria and practices shall ensure a nondiscriminatory, equal treatment of all qualified applicants. City-approved Affirmative Action programs may be utilized in hiring, and if implemented within the guidelines of the Affirmative Action Plan, shall not be considered discriminatory.

Section 13. All promotional actions shall be processed in accordance with the Personnel Policies and Regulations of the City unless agreed to otherwise in this agreement.

Section 14. All promotions shall be processed in accordance with the Personnel Policies and Regulations of the City and in accordance with this collective bargaining agreement.

Section 15. In lieu of any Civil Service provision, on promotional exams bargaining unit members will have seven (7) business days, from date of notification of test scores, to review and challenge any questions. The City must respond to these challenges within ten (10) business days. The above will apply to each part of the promotional exam. No promotional eligibility roster will be posted until the final challenging process has been answered.

Section 16. In the event of a tie on a promotional exam, the tiebreaker will revert back to seniority in accordance with Article 24, Section1.

Section 17. A licensed third party independent company, chosen by the Fire Department in its sole discretion, will administer all promotional exams.

Section 18. The parties agree that all promotional exams will be based on a written examination and an interview which will be weighted 50/50 respectively. The only exception to the above noted agreement is for the promotion of Driver/Engineer, in which case a practical examination component shall replace the interview.

Section19. All candidates that are on duty during the promotional exam, will be reassigned for an hour prior to the test and must report back to work immediately after the test is over.

ARTICLE 29
Insurance

Section 1. The City and the PFFM agree that the City shall provide all insurance benefit(s) contained either in this Article, or by state statute, including a unit member's major medical, hospital and dental insurance for Calendar Year 2019 at the current benefit and premium levels in effect at the commencement of this agreement for all full-time unit members unless otherwise stated herein.

Section 2. The parties further agree that for Calendar Year 2020 and every year thereafter the PFFM will establish and maintain the Miramar Local 2820 Firefighters' Insurance Trust to provide all insurance benefit(s) contained either in this Article, by state statute, or as determined by the trust.

Section 3. Both parties agree that in the interest of providing effective and stable insurance coverage to all employees, adequate seed funding of the Miramar Local 2820 Firefighters' Insurance Trust shall occur no later than March 30, 2019. In exchange for the offset against the City's pension contribution for the contribution due in fiscal year ending September 30, 2019, the City agrees to provide one-time seed funding in the amount of $900,000 to the Miramar Local 2820 Firefighters Insurance Trust.

Section 4. All full time firefighters covered under Article 27 of this agreement are eligible for coverage under the Miramar Local 2820 Firefighters' Insurance Trust. Unit members who are hired prior to the fifteenth (15th) of the month are eligible for this coverage on the first of the next month while employees hired on or after the fifteenth (15th) become eligible on the first of the next subsequent month. New unit members must complete the Health Insurance forms and employee deduction forms.

Section 5. Effective January 1, 2020 the City shall pay an insurance capitation rate of $1,050 per month per member for all full-time firefighters covered by Article 27 of this agreement to the Miramar Local 2820 Firefighters' Insurance Trust. The aforementioned capitation rate will increase on an annual basis by 5% on the 1st of each year thereafter to account for future increases in the cost of insurance.

Section 6. All full time unit members, as defined herein, shall be provided with life insurance in an amount equal to one hundred percent (100%) of their current salary, up to a maximum of $100,000, subject to any applicable federal tax requirements. Employees are responsible to maintain accurate designated beneficiary forms on file with the City at all times. The City shall provide the forms to the employees upon request.

ARTICLE 30
Miscellaneous Leaves

Section 1. Jury Duty/Attendance at Court - All unit members, when called for jury duty or as a subpoenaed witness, will be paid by the City their regular day's pay and can keep the pay received while on such duty. Proof of service shall be submitted to the Human Resources Department through the chain of command. For a bargaining unit member who is a defendant in a civil or criminal action of plaintiff or complainant in a civil or criminal action, not associated with or arising out of his employment with the City's business or affairs, such time shall be charged to the employee's vacation time, if any available.

Section 2. Leave of Absence - Without Pay. Leave of absence for personal reasons that are not subject to any FMLA rights, may be granted by the City without loss of seniority existing prior to the start of the leave provided:

a) The length of time requested does not exceed:

(1) One month - if the employees' length of service with the City is less than two years.

(2) One month per calendar year, in addition to vacation time, if the employee's length of service with the City is two years or more.

b) The reason is justified and not misrepresented.

c) The leave does not conflict with the needs of the department.

d) The unit member makes arrangements for continuing his/her insurance and medical payments.

The City may, in its sole discretion as to extenuating circumstances, provide leave in excess of one (1) month. In the event it does so, the City shall provide written notice to the member and the Union of its decision, the duration of the leave and the date on which the employee is expected to return to duty. Such extensions are to be evaluated on a case by case basis, are non-precedent setting, and shall not form the basis for any claims of disparate treatment or past practice.

In the event an employee is granted leave pursuant to this section, in excess of one (1) month (and vacation time as applicable), such leave may, at the City's discretion, be handled as termination of his/her employment with rehire, if the same position is available, subject to this agreement and applicable to Civil Service rules. Upon rehire, the employee shall receive a new employment/seniority date.

All personal leaves of absence must be submitted to the Fire Chief's designee and approved by the Fire Rescue Chief and the City Manager. No vacation leave or sick leave credits will accrue while an employee is on leave of absence.

A unit member who is on leave of absence and does not return to work on the stated date automatically forfeits their position with the City.

Section 3. Military Leave - All unit members who are members of an active reserve unit of the U.S. Armed Forces, Reserves, or the Florida National Guard will be granted military leave of absences in accordance with all applicable Federal and Florida laws. A copy of the order to duty must be submitted to the Human Resources Department. Upon discharge, or release from active duty under other than dishonorable conditions, unit members are entitled to reinstatement to the positions left or ones of equal responsibility and pay.

Section 4. Parenting Leave -

a) A pregnant employee shall report her condition through the chain of command to the Fire Chief and furnish a statement from her personal physician stating the expected delivery date, general health status and length of time the unit member may continue working safely. A copy shall be provided to both the Human Resource Director and PFFM. This does not preclude the City from requiring a fitness for duty examination by a City appointed physician.

b) A pregnant unit member is not required to stop working at any particular stage in her pregnancy, unless it is deemed to be medically necessary.

c) Continued on-line employment during pregnancy will be based on the unit member's ability to perform the essential functions of her job, efficiency, personal medical evaluation, and consultation with her personal physician and willingness to continue working.

d) A unit member returning to work from Parenting Leave of absence will be reinstated without loss of seniority.

e) Both parents may request leave associated with the birth or adoption of a child pursuant to the FMLA.

Section 5. Temporary Assignment Change - Unit members injured on or off duty who are unable to perform one or more of the essential functions of their assignment may be temporarily assigned to an out of classification duty for a period of not more than six (6) months in addition to any available sick or vacation time. Such assignment shall be granted only in the Fire Chief's sole discretion. The City shall not be required to create or maintain any temporary duty positions. Any extension, up to an additional six (6) months, may be approved by the Fire Chief or designee upon appropriate submission of medical necessity for the extension and a medical opinion as to the member's return to full unrestricted duty. No further extensions may be granted. Nothing herein shall be construed to conflict with any other provisions of the Agreement, including seniority provisions.

Section 6. The City agrees to comply with the provision of the Family Medical Leave Act of 1993 (FMLA) which requires employers to provide up to 12 weeks of job-protected leaves to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for the City for at least one (1) year and for at least 1,250 hours of service over the previous twelve (12) months. Employees must contact the Human Resources Department to arrange for this type of leave.

ARTICLE 31
Probationary Employees

Section 1. All newly hired employees shall be subject to a one (1) year probationary period. The employment status of a newly hired probationary employee shall be at-will. The City may discharge a probationary employee without cause at any time during the probationary period.

Section 2. Promoted unit members or non-probationary employees who transfer from another Department from within the City shall be subject to a six (6) month probationary period; however, the Fire-Rescue Chief may extend the probationary period up to ninety days if he or she deems it necessary to do so.

Section 3. Promoted unit members who receive an unsatisfactory evaluation at the expiration of the probationary period or any time during the probationary period may be demoted back to their original position prior to being promoted.

Section 4. The newly hired Firefighter-EMT will be subject to a pre-employment and mutually agreed upon minimum qualification that within two (2) years from the date of hire as a regular employee, the individual will provide to the City a copy of their valid State Paramedic certification. Should the employee fail to achieve this certification, they will be terminated for lack of a job related mandatory minimum requirement. Should such termination occur following the completion of one (1) year probation, and the basis of said termination is the lack of a Paramedic certificate, the Union agrees that the termination will not be contested and is within the rights and discretion of the Fire Rescue Chief.

ARTICLE 32
Grievance Procedures

Section 1. The following procedure shall govern the resolution of any grievance between the parties. This procedure shall encompass any grievance involving any contractual dispute as well as any grievance involving discharge, suspension or demotion. Grievance may only be processed by PFFM. Disputes involving allegations of unlawful discrimination or harassment that are not alleged to be violations of this collective bargaining agreement will be excluded.

Section 2. Failure to process a grievance from one step to the next within the specified time limits shall result in the grievance being settled on the basis of the last answer, unless such time limits are extended by mutual written agreement. The City's failure to answer within the time limit set forth in any step shall entitle PFFM member to proceed to the next available step.

Section 3. Grievances shall be processed in the following manner:

Step 1: A written grievance shall be presented to the Division Chief Officer in the employee's Chain of Command within seven (7) calendar days of the date of the occurrence that has caused the grievance, or seven (7) calendar days from the date that the grievant becomes aware or should have been reasonably aware of facts giving rise to the grievance. The grievance shall identify the specific article of the contract and a summary of the factual basis for any claimed violation. The Chief Officer in the employee's Chain of Command shall provide a written response within seven (7) calendar days.

Step 2: Any unresolved grievance shall be forwarded to the Fire Rescue Chief or designee within seven (7) calendar days of receiving the Step 1 answer. The written grievance at this Step shall contain all pertinent information including any witnesses and summary of their version of events and any documents. The Fire Rescue Chief or Designee shall provide a written response within seven (7) calendar days.

Step 3: If the PFFM remains dissatisfied with the Step 2 answer, they may, within seven (7) calendar days following receipt of the Step 2 answer, may appeal the grievance to the City Manager or designee. The PFFM shall not be required to represent non-union members in grievance matters. All grievances submitted to the City Manager or designee shall be set forth in writing as outlined in Step 2 and a copy shall be transmitted to the City's Human Resources Director. City Manager or designee shall render a decision to the grievant within fourteen (14) calendar days.

Section 4. Where a grievance is general in nature, in that it applies to a number of PFFM members rather than a single member, such grievance shall be presented in writing directly to the Fire Rescue Chief or designee, within the time limits provided for the submission of a grievance in Step 2. Thereafter the grievance shall be processed in accordance with the procedures set forth Steps 2 and 3.

Application to the grievance procedure set forth in this Article shall foreclose and preclude any appeal to any other available procedure: Employees having selected the procedure contained herein to process a grievance shall be stopped from and waive the right to use any other available procedure, whether at law or in equity or otherwise, for processing grievances or claims involving the same subject matter or operative facts. In conformity with Florida law, nothing herein shall require the PFFM to process grievances for non-member employees. The time limits in this Article shall be strictly observed, and may be extended only by the parties' written agreement. Limited term, probationary, (excluding promoted unit members) and temporary employees are not entitled to process grievances hereunder and are deemed employees at will.

Section 5. Grievance Procedure Addition – Advisory Opinion of the Director of Human Resources

a) Notwithstanding the other sections of this Article, the Director of Human Resources may, on his own motion or with his concurrence upon the request of either party, review and investigate the issues and circumstances surrounding the grievance and render to both parties a non-binding written advisory opinion.

b) Notwithstanding any other section of this Article, either party may request that the Director of Human Resources serve in the capacity of a mediator or fact-finder in an effort to assist the parties in resolving the grievance. Both parties to the grievance and the Director of Human Resources must concur in proceeding with the mediation or fact-finding in order to proceed with the mediation or fact-finding.

ARTICLE 33
Arbitration

Section 1. Any unresolved matter (i.e., discharges, suspension, demotions or contract disputes) processed through the grievance procedure (Article 32) may be submitted to binding arbitration in accordance with the provisions of this article. In the event that the parties dispute the arbitrability of a grievance, the issue of whether a grievance is arbitrable shall be determined by an arbitrator selected by the following procedure prior to consideration of the merits of either party's case.

Section 2. The parties will mutually establish a format for the appointment and selection of a permanent arbitrator panel. The parties will enter into a contractual arrangement with the panel members as to their compensation and the controlling format for the process. This panel shall be in effect unless modified by mutual agreement. Each party is responsible for its own costs and legal fees. The arbitrator's bill shall be split equally between the City and the moving party. Any cancellation fee shall be the responsibility of the party requiring the cancellation or continuance, unless agreed upon by the parties or as ordered by the arbitrator.

Section 3. The PFFM shall file a demand for arbitration within seven (7) calendar days of receipt of City Manager's written decision. The parties shall select an arbitrator from the panel within seven (7) calendar days. The arbitrator will confer with the parties as soon as possible to schedule a mutually convenient hearing date to be held within sixty (60) days. The hearing shall be conducted by the arbitrator in whatever manner will expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall complete the hearing in one (1) day, in the absence of unusual circumstance or good cause. The arbitrator will issue a decision no later than seven (7) days from the close of the hearing, or receipt of brief, whichever is the later.

Section 4. In matters involving disciplinary action, the City shall present its case first, and bears the burden of proving by a preponderance of evidence that just cause existed to support its action. In matters involving contractual disputes, the PFFM shall present its case first, and bears the burden of demonstrating that its interpretation of the agreement is supported by the preponderance of the evidence.

Section 5. The decision of the arbitrator must be confined to the nature of the grievance and shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or eliminate any provisions of this agreement.

Section 6. This arbitration procedure is exclusive and shall bar the moving party from appealing to any other available procedure. Nothing in this article shall require the PFFM to process grievances for any bargaining unit member who is not a PFFM member, in conformity with Florida law. Nothing in this article shall bar the PFFM from exercising its rights regarding adjustment or settlement of a non-member's grievance, or from appearing at and participating in any arbitration proceeding under this article.

Section 7. Bargaining unit members, who select the foregoing procedure to process a grievance, waive any right to any other available procedure for processing grievances or appealing disciplinary actions. Nothing in this article shall bar a bargaining unit member from maintaining a claim or cause of action that is separate and independent of the basis of the grievance or the sought-after relief.

Section 8. The time limits in this article are to be strictly construed and may be waived only with the joint, written agreement of the parties.

ARTICLE 34
Employment - Conditionally Exclusive

Section 1. All unit members are "exclusive" employees of the City and shall not engage in any other non-City related employment activities, for profit or otherwise, except as otherwise provided herein.

Section 2. Non-City supplemental employment is permitted so long as said employment does not affect or conflict with the unit member's City's employment, performance level or abilities. Further, no employment that may be inappropriate or unethical or have the appearance of impropriety will be permitted. Any request for non-City employment must be submitted in writing and approved by the Fire Rescue Chief prior to the unit member's acceptance of employment. Any request must contain a full disclosure of the non-City supplemental employment duties and responsibilities.

Section 3. Non-City supplemental employment, of whatever kind or nature, whether authorized or not, shall not be considered within the course and scope of the unit member's employment with the City. The approval of a non-City supplemental employer shall not operate to deny any legal right, claim or defense of the City. Unit members may not wear their Fire Department uniform or use any department issue gear or equipment when engaging in non-City employment.

Section 4. Requests for outside employment will not be unreasonably denied. Notwithstanding the above, however, the request will be denied when one or more of the following circumstances are present:

a) Such employment shall not interfere with the efficient performance of the employee's duties.

b) Such employment shall not involve the performance of duties that the employees should perform as part of his or her employment with the City.

c) Such employment shall not occur during the employee's regular assigned working hours unless the employee is on either leave or compensatory leave.

d) Any employee accepting outside employment under the terms of this rule shall make arrangement with the outside employer to be relieved from his/her outside duties if and when called for emergency service by the City.

e) The nature of the outside employment or enterprise constitutes an inappropriate conflict of interest with the employee's duties.

Section 5. Any unit member who has outside employment and does not follow the guidelines set forth herein, may be subject to disciplinary action. The 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.

Section 6. No unit member shall work or accept outside employment during the eight (8) hours immediately preceding the commencement of a 24-hour shift day, except for manual labor, which may not be performed during the twelve (12) hour preceding a 24-hour shift. Other than the above, there shall be no limit or restriction on the number of hours of outside employment worked by employees.

Article 35
Drug and Alcohol Testing

Section 1. The City and the Union recognize that employee addiction to or use of controlled substances, alcohol and prescription drug abuse is inconsistent with public service excellence and may have an adverse impact on City government, the image of City employees and the general public at large. Accordingly, it is in the best interest of the parties to develop a policy regarding drug and alcohol testing in order to create and maintain a drug free work place.

Section 2. Accordingly, the City maintains the right to implement a drug-free workplace policy in accordance with Florida law. The Union agrees to the general collection and testing procedures outlined in the City's drug-free workplace policy.

Section 3. The Union agrees that the City has the discretion to order "for cause" drug and/or alcohol testing, by a testing method determined by the City to be most appropriate, when the following circumstances are present:

a. In the event an employee is reasonably suspected by the City of impaired behavior while on duty
b. In the event of a vehicle accident, the employee-driver may be subject to "after accident" testing, regardless of whether the employee sustained injury.

In case of "for cause" testing, a written statement setting forth the basis of the reasonable suspicion shall be provided to the employee and to the Union as soon as possible but in no case later than 24 hours after the test.

Section 4. Random testing procedures: The City shall develop and maintain a consistent testing procedure. The Union agrees that all members will be subject to testing. One employee may be tested weekly under the following guidelines:

a. The City must conduct all random testing while employees are on duty. The City chooses either Monday or Thursday for the test to be conducted.
b. Employees to be tested shall be selected by a random number generator computer program. If the employee chosen is not on duty, names will be drawn until an on-duty employee is selected. The selection will occur at a fixed time of day whereby one union member will be allowed to be present.
c. Random testing will be limited to urine and/or breath analysis. Hair follicle testing will not be conducted as part of the random test.

Section 5. Policy following a positive random drug test: In the event that an employee tests positive for drugs after a random test, the City agrees that the employee will not be automatically disciplined if the following circumstances are present:

a. The employee immediately acknowledges a substance abuse problem and requests treatment via the Employee Assistance Program (EAP) or other program approved or mandated by the City.
b. The employee's impairment did not result in any type of bodily harm or negligence of any other parties.
c. The employee has no prior record of substance abuse or inappropriate behaviors arising out of such abuse.
d. Upon notification of a positive test result, the employee discloses recent use of legal prescription drug where the amount of drug and/or alcohol found does not cause impairment, in the opinion of a licensed physician selected or approved by the City.

Section 6. Policy following random positive alcohol breath analysis: In the event that an employee tests positive, the same terms of agreement stated in Section 5 will apply. A confirming follow-up test using blood will be conducted.

Section 7. The Employee Assistance Program (EAP) will be available to any employee at all times, by self-referral or supervisor referral to assist in substance abuse counseling and/or treatment.

ARTICLE 36
Workers Compensation and Disability

Section 1. Any unit member, who is injured in the performance of their duties with the CITY, shall be entitled to worker's compensation benefits in the following manner:

a. The CITY shall pay to the unit member full pay and benefits, as per the unit member's normal work schedule, for a period of 180 consecutive calendar days from the date of injury, provided there is competent medical evidence which indicates a reasonable expectation that the injured employee will, within a reasonable period of time, reach a level of medical improvement sufficient to resume full normal duties. This full pay benefit shall cease upon the earlier of either the expiration of 180 consecutive calendar days after the date of the injury, or the date of overall maximum medical improvement.

b. Full pay shall be defined as the unit member's regular prevailing rate of pay.

c. At the expiration of the 180 days of full pay provided in Subsection 1 above, if the unit member has not reached a level of medical improvement enabling the member to return to full duty service, demonstrable by competent and substantial medical evidence, the City shall have the right to require the injured member to perform any task or service in any capacity, including any other department within the City or terminate his/ her employment. The City shall have the right to rely on the medical opinion of its expert. To the extent that the injured member is capable of performing in an alternative capacity as provided above, the employee shall be compensated at the employee's regular rate of pay with full benefits, for a period not exceeding one year. However, the City, in its sole discretion, may terminate the employee if he/ she is unable to return to full duty after the expiration of the one year full pay period, performing in an alternative capacity, as stated in Subsection 1 above. After being terminated by the City the unit member may be eligible to receive long-term disability under the City's plan.

d. Employees sustaining on-the-job injuries shall, at the time of injury, or as soon thereafter as possible, prepare a Medical Release form allowing any and all disclosure of medical diagnosis, treatment, prognosis or any other medically related information relating to that specific injury. The fully executed release shall be provided to the City upon its request within 72 hours. Failure of the employee to timely provide the signed release shall preclude the employee from receiving his full pay benefit during the period of refusal to provide the release.

e. Any employee of the bargaining unit who suffered an injury which might be compensable under the terms of this article, shall submit to such physical, physiological or other examinations, by City authorized doctors as may be required to ascertain the extent of the injury, prognosis and degree of disability, if any, as requested by the City.

f. Catastrophic Injury Benefits: Notwithstanding the above, the parties agree that should a unit member suffer one of the injuries enumerated in Fla. Stat. 440.15 (1)(b), the full pay benefits provided above shall be extended from 180 consecutive calendar days for a period of not more than two full calendar years from the date of the injury. In addition, the parties agree that should the unit member suffer one of the enumerated injuries and not be medically able to return to full duty work as a unit member during the two year period, but has been released for light duty work, the City shall have the right to require the injured member to perform any task or service in any capacity including any other department within the City or terminate his/ her employment.

The two year full pay benefit under this subsection is available to any unit member who suffers an injury defined by Fla. Stat. 440.05 (1)(b) including:

1. Spinal cord injury involving severe paralysis of an arm, a leg, or the trunk;
2. Amputation of an arm, a hand, a foot, or a leg involving the effective loss of that appendage;
3. Severe brain or closed-head injury as evidenced by;
    a. Severe sensory or motor disturbances;
    b. Severe communication disturbances;
    c. Severe complex integrated disturbances of cerebral function;
    d. Severe episodic neurological disorders; or
    e. Other severe brain and closed-head injury conditions at least as severe in nature as any condition provided in sub-paragraphs a-d.;
4. Second-degree or third degree burns of 25 percent or more of the total body surface or third –degree burns of 5 percent or more of the face and hands; or
5. Total or industrial blindness.

The City's authorized Medical Provider shall determine whether or not a particular incidence of injury or illness falls within the categories of Fla. Stat. 440.15(1) (b).

Notwithstanding the above, unit members receiving workers' compensation indemnity payments shall not receive a total of such payments which, when combined with salary, total more than the employee's average weekly wage as defined in Chapter 440, Florida Statutes.

Section 2. If a unit member qualifies for benefits under the City's long-term disability insurance policy, the following rules shall apply:

a. On the 181st day of consecutive disability, the unit member shall elect whether to receive disability payments under the City's insurance policy or to receive payments pursuant to a salary continuation plan as described herein during the term he/she receives disability benefits. Although the election need not be made until the 181st day, the unit member should be aware that all-necessary steps to qualify for the City's insurance benefits must be taken upon elections. An application for such benefits should be submitted prior to the 181st day of disability in order to insure that there is continuity in the payment of benefits. The failure of the unit member to make an election on the first [1st] day will result in the City's assumption that the unit member has elected to receive payments under the City's salary continuation plan.

b. If the unit member elects to receive disability payments from the City's insurance policy, the City will not pay sick leave or vacation benefits during the unit member's term of disability However, the City shall compute the date on which the unit member's sick leave and vacation benefits would have expired if the unit member were receiving such benefits. On such date, if the unit member is not able to return to work, his/her continued employment shall be governed by Article 12 of this agreement. A unit member, who returns to work after receiving disability payments from the City's insurance policy, shall retain all unused vacation and sick leave benefits accrued prior to the time the unit member began to receive disability insurance.

c. A unit member, who elects to receive payment under the City's salary continuation plan, shall be paid in an amount equal to their regular wages to a specific date, which date shall be the date that they would be entitled to full payment for sick leave and vacation time. After such date, the City will pay no compensation to the unit member. On such date, a unit member, who is unable to return to work, shall be governed by the terms of Article 12. A unit member, who is still disabled after exhaustion of all leave of absence benefits, shall be terminated from employment with the City. The payment of compensation pursuant to the salary continuation plan will have the effect of exhausting sick leave and vacation benefits. After being terminated by the City the unit member shall be eligible to receive long-term disability under the City's plan.

d. A unit member, who is disabled for a period in excess of 15 days, shall file with the City a certificate from a physician certifying such disability.

ARTICLE 37
Annual Medical Examinations

Section 1. Parties acknowledge the best interest of the public would be served by all unit members to undergo an annual medical examination. With this acknowledgement said medical shall be mandatory. This is a medical evaluation and is not intended to be a "Fit for Duty" examination. Any required follow up as determined during the evaluation will be borne by the member.

Section 2. The annual medical examination shall be scheduled at discretion of the City, but during member's on-duty time. All laboratory tests will be initially conducted. The medical examination will be scheduled by the City and with the approved vendor on a later date. If the unit member chooses to have his or her personal physician perform a separate and additional medical exam, the unit member shall schedule the examination during the unit member's personal time.

Section 3. The physical exam will be established between the union and administration to be compliant with the NFPA 1582 recommendations.

Section4. The annual medical examinations shall be performed by an approved vendor which shall be chosen mutually between the City and PFFM.

ARTICLE 38
Personal Property Replacement

Section 1. Any Unit member who damages his or her personal property in the line of duty may request reimbursement from the City in an amount up to, but not more than $200.00, or the actual repair or replacement cost or value of the damaged property, whichever is less. However, there will be no such reimbursement for damage to personal property caused by negligent or careless loss thereof or improper use.

Section 2. Reimbursement pursuant to this Article shall be limited to loss or damage to prescription glasses, including prescription sun glasses, wedding rings and watches and personal safety equipment (i.e. lights, safety ropes, multi-tools, extrication gloves, etc.) that the unit member utilizes on duty. Reimbursement for non-prescription sunglasses and cellular phones may be authorized but limited to not more than $100.

Section 3. Proof of purchase and/or replacement costs will be provided along with request for replacement.

ARTICLE 39
Safety

Section 1. All applicable federal, state and city safety ordinances, statutes and regulations relating to job safety shall be followed during this agreement.

Section 2. Each unit member shall be responsible for the care and maintenance of the issued equipment. No city equipment may be used except for the intended purpose or as directed by Fire Rescue Chief.

Section 3. The Labor-Management Committee will consider safety and health related issues. This Committee will be held in conjunction with the Labor Management Committee as per Article 14.

Section 4. The Labor-Management Committee shall:

a.) Develop operational guidelines subject to approval by the Fire Rescue Chief

b.) Review all reports of job-related accidents, deaths, injuries, and illnesses in conformance with the Florida Statutes

c.) Recommend rules and procedures for approval by the Fire Rescue Chief

d.) Report any safety issues or concerns of Fire Rescue Department facilities to the Fire Rescue Chief

e.) Maintain minutes and records of each meeting

f) Meet to discuss any reduction in minimum staffing requirements as defined in departmental policy.

Section 5. FDSC shall forward any recommendations to the Fire Rescue Chief and PFFM for their review. The Fire Rescue Chief will have final approval of the committee's recommendation.

Section 6. All issued equipment and uniforms shall be returned to the City in good working order upon a unit member's separation from employment or appropriate reimbursement made subject to allowance for normal wear and tear. Such reimbursement may be deducted from the take out unit member's final paycheck.

ARTICLE 40
Human Resources Policies and Regulations

Section 1. The City shall make available to the PFFM with a current copy of the City's Civil Service Rules and Regulations, the City's Administrative Policy Directives and Procedures, (APDP), and the Fire Rescue Administrative Policies and Operations Manual, herein referred to as (Fire Department policies). The City shall provide a copy of the Fire Department policies to the PFFM.

Section 2. The City's Fire Department policies shall apply to all PFFM members. However, the provisions of this agreement shall supersede and take precedence over any inconsistent or conflicting provision of the City's Fire Department policies.

Section 3. Nothing within this Agreement shall prohibit the City from amending its Fire Department policies during this contractual period; subject to PFFM's right to impact bargain any amendments, which expressly modifies or alters the terms of this agreement. Any Fire Department policies amendments or additions shall be provided to the PFFM President or designee for publication to its members. In the event that the City desires to amend or eliminate any portion of its Fire Department policies applicable to the unit members, it agrees to provide the PFFM with 14 days written notice identifying the portion to be changed and the City's desired change.

Section 4. The parties agree that the City will consolidate into once source document the provision of the rules, regulations, and written practices relevant to members of the collective bargaining unity, including but not limited to, the labor agreement between the City and IAFF Local 2820, Civil Service Rules, and Fire Rescue departmental policies. The City will share a draft of the consolidated document with the union for the purpose of receiving input and formatting suggestions. The parties agree that the consolidation of this information will help department management and unit members but that this consolidation does not require additional bargaining, unless a substantive change is proposed.

ARTICLE 41
Family Medical Leave

Section 1. The City agrees to comply with the provisions of the Family Medical Leave Act of 1993 (FMLA) and any other federal mandated regulations which require employers to provide up to 12 or 26 weeks (depending on the circumstances) of job-protected leaves to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for the city for at least one (1) year and for at least 1,250 hours of service over the previous 12 months. Employees must contact the Human Resources department to arrange for this type of leave.

Section 2. A determination must be communicated to the unit member in writing within 5 business days of receipt of the FMLA application by the Human Resources Department.

ARTICLE 42
Transfer Agreement

Section 1. The PFFM shall be provided one hundred eighty (180) days written notice before any bargaining unit work performed by its members can be subcontracted or transferred to a private or other government entity. In the event of the transfer of the Fire-Rescue Department or any of its functions to any other governmental or private entity, that governmental or private entity shall be required to employ the bargaining unit member as a condition of the transfer. All rights and benefits of the transferred employees set forth in this agreement shall remain in effect for the remainder of the term of this agreement.

Section 2. For the term of this agreement and in the event that the Department expands and/or extends its related functions into other geographic areas of governmental jurisdictions and hires additional personnel as a result, the City agrees to give initial hiring preference to any eligible individual(s), including entry-level firefighters position, that have been directly displaced as a result of such expansion and/or extension.

ARTICLE 43
Returning to Full Active Duty

Section 1. In the event that a unit member of the Miramar Fire-Rescue Department is absent from an active duty position for a consecutive period of greater than six (6) months, that employee shall be required to participate in up to a two week training program in the position to which the employee is returning. The Training program shall consist of EMS protocols, Fire SOP's, and administrative policies and operations manual (Fire Department policies). In a case of an absence of longer than one (1) year the training program length will be determined by the Fire Rescue Chief with input from the bargaining unit.

Appendix A

Salary Step Pay Plan

1% COLA

Starting 10/1/2018		5%	5%	5%	5%	5%	5%	4%	4%	4%	4%	1%	2%	3%	4
FF/EMT	$ 49,029.49	$ 51,480.96	$ 54,055.01	$ 56,757.76	$ 59,595.65	$ 62,575.43	$ 65,704.20	$ 68,332.37	$ 71,065.67	$ 73,908.29	$ 76,864.62	$ 77,633.27	$ 79,185.94	$ 81,561.51	$ 84,823.9
DE/EMT	$ 53,932.44	$ 56,629.06	$ 59,460.51	$ 62,433.54	$ 65,555.21	$ 68,832.97	$ 72,274.62	$ 75,165.61	$ 78,172.23	$ 81,299.12	$ 84,551.09	$ 85,396.60	$ 87,104.53	$ 89,717.67	$ 93,306.3
FF/PM	$ 53,932.44	$ 56,629.06	$ 59,460.51	$ 62,433.54	$ 65,555.21	$ 68,832.97	$ 72,274.62	$ 75,165.61	$ 78,172.23	$ 81,299.12	$ 84,551.09	$ 85,396.60	$ 87,104.53	$ 89,717.67	$ 93,306.3
DE/PM	$ 59,325.68	$ 62,291.96	$ 65,406.56	$ 68,676.89	$ 72,110.74	$ 75,716.27	$ 79,502.09	$ 82,682.17	$ 85,989.46	$ 89,429.03	$ 93,006.20	$ 93,936.26	$ 95,814.98	$ 98,689.43	$ 102,637.0
Lieutenant	$ 65,258.25	$ 68,521.16	$ 71,947.22	$ 75,544.58	$ 79,321.81	$ 83,287.90	$ 87,452.29	$ 90,950.39	$ 94,588.40	$ 98,371.94	$ 102,306.81	$ 103,329.88	$ 105,396.48	$ 108,558.37	$ 112,900.7
Captain							$ 96,197.52	$ 100,045.42	$ 104,047.24	$ 108,209.13	$ 112,537.50	$ 113,662.87	$ 115,936.13	$ 119,414.21	$ 124,190.7
Battalion Chief							$ 105,817.28	$ 110,049.97	$ 114,451.97	$ 119,030.04	$ 123,791.25	$ 125,029.16	$ 127,529.74	$ 131,355.63	$ 136,609.8

1% COLA

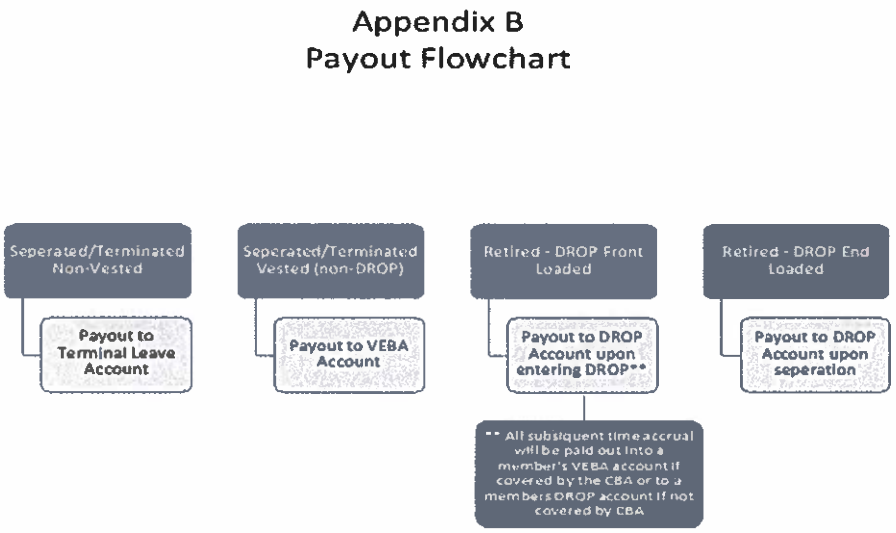
Starting 10/1/2019		5%	5%	5%	5%	5%	5%	4%	4%	4%	4%	1%	2%	3%	4
FF/EMT	$ 49,519.78	$ 51,995.77	$ 54,595.56	$ 57,325.34	$ 60,191.61	$ 63,201.19	$ 66,361.24	$ 69,015.69	$ 71,776.32	$ 74,647.38	$ 77,633.27	$ 78,409.60	$ 79,977.80	$ 82,377.13	$ 85,672.2
DE/EMT	$ 54,471.76	$ 57,195.35	$ 60,055.12	$ 63,057.87	$ 66,210.77	$ 69,521.30	$ 72,997.37	$ 75,917.26	$ 78,953.95	$ 82,112.11	$ 85,396.60	$ 86,250.56	$ 87,975.57	$ 90,614.84	$ 94,239.4
FF/PM	$ 54,471.76	$ 57,195.35	$ 60,055.12	$ 63,057.87	$ 66,210.77	$ 69,521.30	$ 72,997.37	$ 75,917.26	$ 78,953.95	$ 82,112.11	$ 85,396.60	$ 86,250.56	$ 87,975.57	$ 90,614.84	$ 94,239.4
DE/PM	$ 59,918.94	$ 62,914.88	$ 66,060.63	$ 69,363.66	$ 72,831.84	$ 76,473.43	$ 80,297.11	$ 83,508.99	$ 86,849.35	$ 90,323.32	$ 93,936.26	$ 94,875.62	$ 96,773.13	$ 99,676.33	$ 103,663.3
Lieutenant	$ 65,910.83	$ 69,206.37	$ 72,666.69	$ 76,300.03	$ 80,115.03	$ 84,120.78	$ 88,326.82	$ 91,859.89	$ 95,534.29	$ 99,355.66	$ 103,329.88	$ 104,363.18	$ 106,450.45	$ 109,643.96	$ 114,029.7
Captain							$ 97,159.50	$ 101,045.88	$ 105,087.71	$ 109,291.22	$ 113,662.87	$ 114,799.50	$ 117,095.49	$ 120,608.35	$ 125,432.6
Battalion Chief							$ 106,875.45	$ 111,150.47	$ 115,596.49	$ 120,220.34	$ 125,029.16	$ 126,279.45	$ 128,805.04	$ 132,669.19	$ 137,975.9

2.5% COLA

Starting 10/1/2020		5%	5%	5%	5%	5%	5%	4%	4%	4%	4%	1%	2%	3%	4
FF/EMT	$ 50,757.78	$ 53,295.67	$ 55,960.45	$ 58,758.47	$ 61,696.40	$ 64,781.22	$ 68,020.28	$ 70,741.09	$ 73,570.73	$ 76,513.56	$ 79,574.10	$ 80,369.84	$ 81,977.24	$ 84,436.56	$ 87,814.0
DE/EMT	$ 55,833.55	$ 58,625.23	$ 61,556.49	$ 64,634.32	$ 67,866.04	$ 71,259.34	$ 74,822.30	$ 77,815.20	$ 80,927.80	$ 84,164.92	$ 87,531.51	$ 88,406.83	$ 90,174.96	$ 92,880.21	$ 96,595.4
FF/PM	$ 55,833.55	$ 58,625.23	$ 61,556.49	$ 64,634.32	$ 67,866.04	$ 71,259.34	$ 74,822.30	$ 77,815.20	$ 80,927.80	$ 84,164.92	$ 87,531.51	$ 88,406.83	$ 90,174.96	$ 92,880.21	$ 96,595.4
DE/PM	$ 61,416.91	$ 64,487.76	$ 67,712.14	$ 71,097.75	$ 74,652.64	$ 78,385.27	$ 82,304.53	$ 85,596.72	$ 89,020.58	$ 92,581.41	$ 96,284.66	$ 97,247.51	$ 99,192.46	$ 102,168.23	$ 106,254.9
Lieutenant	$ 67,558.60	$ 70,936.53	$ 74,483.36	$ 78,207.53	$ 82,117.90	$ 86,223.80	$ 90,534.99	$ 94,156.39	$ 97,922.64	$ 101,839.55	$ 105,913.13	$ 106,972.26	$ 109,111.71	$ 112,385.06	$ 116,880.4
Captain							$ 99,588.49	$ 103,572.03	$ 107,714.91	$ 112,023.50	$ 116,504.44	$ 117,669.49	$ 120,022.88	$ 123,623.56	$ 128,568.5
Battalion Chief							$ 109,547.33	$ 113,929.23	$ 118,486.40	$ 123,225.85	$ 128,154.89	$ 129,436.44	$ 132,025.16	$ 135,985.92	$ 141,425.3

Appendix B

Payout Flowchart



The foregoing agreement is hereby agreed upon and executed by the parties on November 5, 2018.

City of Miramar

Vernon E. Hargray
City Manager

Professional Firefighters of Miramar

James E. Estep
President

ATTEST:

Denise A. Gibbs, CMC
City Clerk

By: _____ ECG
Weiss Serota Helfman, Cole & Bierman, P.L
City Attorney