

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF COCONUT CREEK

AND

LOCAL 3080

METRO-BROWARD PROFESSIONAL FIRE FIGHTERS  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
(DISTRICT 16, COCONUT CREEK, FLORIDA)

September 12, 2024 through September 30, 2026

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## DEFINITIONS

The following terms, phrases, words and other derivation shall have the meanings as listed below:

1. **City or The City**: the City of Coconut Creek.
2. **Day Position/Employee/Schedule**: Position (or employee in a position) regularly assigned to a forty (40) hour workweek in the Fire Rescue Department.
3. **Grievance**: a dispute concerning the interpretation or application of this Agreement.
4. **Immediate Family**: Spouse, registered domestic partner, parent, child, legal guardian, sibling, grandparent, grandchild, and any other family members residing in the same household (subject to documentation) and interrelated by bonds of consanguinity, marriage, or legal adoption. The relations listed include step-, half-, foster-, and in-law.
5. **May**: is to be interpreted as permissive.
6. **Pay Period**: the biweekly period determined by the City's payroll cycle. For twenty-four (24) hour Shift Employees, the term "pay period" is not interchangeable with and does not have the same meaning as "work period."
7. **Probationary Employee**: an employee who has not completed the probationary period for the position for which hired or promoted to.
8. **Regular Employee**: an employee who has successfully completed the probationary period and is employed in a Regular Position (i.e., continuous year-round full time service).
9. **Shall or Must**: is to be interpreted as mandatory.
10. **Shift Position/Employee/Schedule**: Position (or employee in a position) regularly assigned to twenty-four (24) hour work shifts, with an average forty-eight (48) hour workweek based on a ninety-six (96) hour biweekly pay period and a one hundred forty-four (144) hour twenty-one (21) day Work Period, in the Fire Rescue Department.
11. **Termination**: the discharge, dismissal, removal or otherwise permanent severance of employment from the City.
12. **Uniformed Position/Employee**: any position (or employee in a position) within the Coconut Creek Fire Rescue Department requiring firefighter certification, regardless of rank.

13. **Union**: Local 3080, Metro-Broward Professional Fire Fighters, International Association of Fire Fighters (District 16).
14. **Work Period**: the twenty-one (21) day period, applicable only to Shift Employees, used for the sole purpose of calculating overtime pursuant to the Section 7(k) provisions of the Fair Labor Standards Act (FLSA). The term is not interchangeable with and does not have the same meaning as “pay period.”
15. **Workday**: the number of hours regularly scheduled for a full-time employee to work during a twenty-four (24) hour period. The term shall not mean a guarantee of a minimum number of hours per day or per week.
16. **Workweek**: the number of hours regularly scheduled for a full-time employee to work during the seven (7) consecutive days defined by the City’s payroll cycle. The term shall not mean a guarantee of any minimum number of hours per day or per week.

## **PREAMBLE**

This Collective Bargaining Agreement ("Agreement") is entered into this 12<sup>th</sup> day of September, 2024, by and between the City of Coconut Creek, Florida, hereinafter referred to as the "City," and Local 3080, Metro-Broward Professional Fire Fighters, International Association of Fire Fighters, hereinafter referred to as "Local 3080" or "Union."

The intent of this Agreement is to establish and provide for collective bargaining of compensation, benefits, and other terms and conditions of employment for the bargaining unit members referenced in the "Recognition" article of this Agreement, and to providing an orderly, prompt, and equitable mechanism for the resolution of differences and promotion of harmonious relations between the City and Union.

## **ARTICLE 1**

### **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Chapter 447, Fla Stat., as amended from time to time, the City recognizes Local 3080 as the exclusive bargaining representative for all employees employed by the City in the following classifications as defined by Florida Public Employees Relations Commission (PERC) Certification Numbers 2036 and 2057, as follows:

- Battalion Chief
- Fire Captain
- Fire Lieutenant
- Driver Engineer
- Fire Fighter/Paramedic
- Senior Fire Inspector
- Fire Inspector
- Fire Inspector/Training Specialist

Any new classifications will only be added through a mutual consent agreement between the City and the Union or a unit clarification petition through PERC. The parties will bargain over the terms and conditions of employment for the employees employed in such classifications if include herein.

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

## ARTICLE 2

### **GENERAL CONDITIONS**

**Section 1:** The Civil Service Code no longer applies to employees covered by this Agreement.

**Section 2:** Subject to the provisions of Florida law, employees entering this bargaining unit from another employee unit shall be governed by the provisions of this Agreement, including but not limited to the provisions governing, compensation and benefits, and shall no longer be entitled to the compensation and benefits or other provisions set forth in the Agreement covering that unit. Likewise, employees moving from this bargaining unit to another employee unit shall no longer be governed by the provisions of this Agreement, including but not limited to the provisions governing compensation and benefits, but the provisions of the Agreement or other applicable provisions covering that unit shall control.

**Section 3:** **Separations of Employment**

- A. Upon separation of employment, employees may be responsible for repaying the City funds the City paid to or on behalf of the employee, as follows:
1. Employees who voluntarily resign their employment with the City within two (2) years of their hire date must reimburse the City for all training costs incurred on their behalf. *(This subsection is not intended to require employees to reimburse the City for a portion of training costs incurred for group training in which the employee participated, but rather for training costs directly associated with the individual employee.)*
  2. Other repayments shall be required under the terms and conditions identified in the applicable governing document, e.g., the Administrative Order providing for educational/tuition reimbursement, and/or the Acknowledgement/Agreement signed by the Employee for any types of funds.
  3. The City may deduct the repayment to the extent permitted by law from any amounts due the Employee from the City at the time of employment separation, including wages or accrued leave payouts. In the event the employee's final paycheck is lesser than the amount owed and the employee fails to repay the City within thirty (30) days, any collection fees, attorney's fees, and/or court costs accrued in attempt to recover the funds shall be added to the repayment owed to the City. The City Manager has the sole discretion to forgive repayment due City or provide for a repayment plan if it is in the best interest of the City.

- B. Any employee separating service with less than two (2) weeks' notice, excluding separations resulting directly from a documented disability or other extenuating circumstance as approved by the City Manager, may be considered to have separated not in good standing.

## ARTICLE 3

### **REPRESENTATION**

#### **Section 1: City Representative(s)**

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

#### **Section 2: Union Representative(s)**

The Union shall be represented by its President, the Coconut Creek District Vice President, or the Union's designee(s). It is understood that the designated representatives of the Union are the official representatives for the purpose of negotiating an Agreement. Any negotiations entered with persons other than the President, the Coconut Creek District Vice President, or the Union's designee(s) defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the Union. The President, the Coconut Creek District Vice President, or the Union's designated representative(s) shall notify the City in writing of any change in the designation of the Union's representative(s) for the purpose of collective bargaining. Legal counsel and/or advisors to the Union may attend collective bargaining meetings between the Union and the City.

#### **Section 3: Shift Representative(s)**

The Union may also designate shift representatives for the purposes of attending grievance meetings, interrogations, and any other event at which a Union representative has the right to be present, and the Union shall notify the City of such designees.

## ARTICLE 4

### MANAGEMENT RIGHTS

**Section 1:** Except as otherwise provided by this Agreement, the Union recognizes the unilateral rights and obligations of the City to perform certain functions. Those functions include, but are not limited to, the following, and are grievable or negotiable only to the extent that the aforementioned specific limitations apply:

- A. To manage and direct all employees of the City and the Fire Rescue Department and determine the standards and qualifications therefore;
- B. To hire, lay off, rehire, promote, transfer, schedule, assign and retain employees in positions with the City;
- C. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
- D. To maintain the efficiency of the operations of the City and the Fire Rescue Department;
- E. To determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate or merge any department and to alter, combine, or reduce any division thereof;
- F. To determine the number of all employees who shall be employed by the City, the job make up, activities, assignments and the number of hours and shifts to be worked per week including starting and quitting time of all employees subject to the "Hours of Work and Overtime" article of this Agreement;
- 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;
- H. To control the use of equipment and property of the City;
- I. To fill any job on an interim basis;
- J. To formulate and implement departmental policy, rules and regulations; and
- K. To introduce new or improved services, maintenance procedures, materials, facilities and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.

**Section 2:** If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right, power or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City. The City recognizes its obligation to impact bargain upon the Union's request, and identification of how the City's action impacts the bargaining unit members, as required by law.

## ARTICLE 5

### UNION BUSINESS AND TIME POOL

#### Section 1: Union Business and Time Pool:

- A. The City agrees to establish a Union time pool, which may be used by bargaining unit members to attend the following activities without loss of pay during such member's regularly scheduled hours of work: Union-related functions such as state conferences, conventions, board meetings, legislative activities, educational seminars; to represent members during grievance/arbitration, discipline, and internal investigation meetings; and to participate in collective bargaining and labor-management meetings, or such other purposes as agreed upon between the Union and the Fire Chief.
- B. Requests to use time pool hours to conduct union business as described in Subsection A above are subject to the Union's District Vice President's approval, in addition to the Department approval(s) required for all leave requests.
- C. On or before October 31<sup>st</sup> of each fiscal year, the City shall deduct five (5) hours of accrued vacation leave from each bargaining unit member's leave bank. Employees with fewer than five (5) hours of vacation available shall contribute the number of hours they have available at the time the City processes the deductions. The District Vice President shall notify the Human Resources Director and Payroll Manager at least thirty (30) calendar days prior to the start of the new fiscal year if the Union opts to cancel all members' time pool contributions for the upcoming fiscal year.
- D. Time contributed by members of both units covered by this Agreement will be combined into one Union Time Pool for use by members of both units.
- E. In accordance with 29 CFR § 553.31, "Substitution," and the "Exchange Time" article of this Agreement, the City and Union agree that an employee may substitute for another employee who is conducting union business as defined in this Article, in order to allow the member conducting union business to remain in a paid status for the hours that would have otherwise been spent assigned to a shift, following the normal Exchange Time request procedures and requirements. Employees performing work as a substitute do so with the understanding that the work being performed will not count as hours worked for overtime calculation purposes.
- F. In the event the member is unable to arrange exchange time in order to conduct union business, the Union Time Pool balance shall be reduced

hour-for-hour for the time the member is relieved from duty in order to conduct union business, or, if a covering employee is required to be paid time and one-half, one and one-half (1½) hours will be deducted from the Union Time Pool balance per hour. *Note: The City submitted a request to the U.S. Department of Labor, Wage and Hour Division, for an opinion letter on February 20, 2024, to determine whether Union Time Pool hours may be used to pay straight time to a covering member who voluntarily enters into an Exchange Time agreement. If the City receives a favorable response during the term of this Agreement that is agreeable to both parties, the applicable sections of this Article may be amended through a Memo of Understanding.*

- G. Members are not entitled to compensation from the City or the Union Time Pool when participating in union business while off-duty.
- H. Time off used to conduct union business shall not count as hours worked for overtime computation purposes.
- I. Time off to conduct union business as defined in this Article shall not exceed a combined total of two hundred eighty-eight (288) hours per fiscal year. Additional hours may be granted at the sole discretion of the Fire Chief or designee.
- J. Union Time Pool hours have no cash value except as specifically defined in this Article.
- K. Unused Time Pool hours shall remain in the pool indefinitely, except any City-contributed hours as detailed in Section 2.C, "City Contribution to the Time Pool," below, and shall not be returned to employees upon separation or in any other circumstance.
- L. The Union has primary responsibility for tracking time pool balance and usage.
- M. The Union and the City shall work together to develop any necessary approval and tracking procedures, to be documented in a Department Policy.

**Section 2: Collective Bargaining:**

- A. The collective bargaining committee of the Union shall consist of not more than a total of four (4) representatives (including the District Vice President and one (1) representative for the Battalion Chief's unit), as well as legal counsel or other Union advisor if applicable. The Union will furnish the City with a written list of the Union's bargaining committee prior to the first bargaining meeting, as well as any time the Union representatives change.

- B. Any employee members of the bargaining committee who are on duty during negotiation sessions may attend and participate in said sessions with no loss in pay if approved in advance by the Fire Chief or designee. Said approval may be granted only if the shift will still be adequately staffed and will not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or designee. If the shift will not be adequately staffed or attendance will cause any overtime in the Department, the Union Time Pool shall be used as described in this Article.
- C. City Contribution to the Time Pool:
1. The City agrees to contribute eighty (80) hours to the Union Time Pool during the final year of the Agreement to be used solely for the Union's collective bargaining committee members to participate in collective bargaining sessions. Additional hours may be added at the City Manager's sole discretion, if needed to reach an agreement.
  2. If the hours contributed by the City are depleted, the member-funded Time Pool hours shall be used.
  3. Any City-contributed hours remaining at the conclusion of collective bargaining will be subtracted from the Union Time Pool balance.
  4. The Union shall track and ensure appropriate use of the City-funded Time Pool hours and report to the Human Resources Director and Payroll Manager at the conclusion of each collective bargaining process the number of hours used for collective bargaining and the number of hours remaining, if applicable, which will be subtracted from the balance.
- D. Members are not entitled to compensation from the City or the Union Time Pool when attending or participating in collective bargaining sessions while off-duty.

## ARTICLE 6

### LABOR MANAGEMENT COMMITTEE

#### Section 1: Purpose and Frequency of Committee Meetings

The City and the Union agree to establish a labor-management committee to discuss implementation and administration of this Agreement, to address rules and regulations, to resolve any questions or issues that may arise therefrom, and to deliberate upon how to provide the best level of service to the residents of Coconut Creek.

Representatives of the Committee shall meet regularly at a mutually agreed upon frequency and on an as-needed basis. Such meetings shall be scheduled by mutual agreement of the parties with advance notice of agenda items.

These meetings are not intended for the purpose of negotiations, to bypass the grievance procedure, or to interfere with management or union rights.

#### Section 2: Committee Representatives

The Committee shall be comprised of up to four (4) representatives from the Union (including the District Vice-President, one representative from the Battalion Chief's unit, and up to two (2) representatives from the rank and file unit) and up to four (4) representatives from the City (including the Human Resources Director or designee and Fire Chief or designee). Additional persons may attend as mutually agreed upon.

## ARTICLE 7

### DUES DEDUCTIONS

- Section 1:** Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues by submitting written authorization to the Union, with a copy to the City, using the forms jointly agreed upon by the Union and the City.
- Section 2:** The Union will notify the City in writing as to the membership dues rate. The Union shall notify the City in writing as to any changes in the Union membership dues rate at least thirty (30) days in advance of the effective date of such change, and the City shall not be obligated to make more than two (2) changes in the dues rate per year.
- Section 3:** Dues shall be deducted each pay period, and the funds deducted shall be remitted to the Union. The City shall notify the Union at least thirty (30) calendar days prior to initiating or changing any administrative processing fee, which shall be deducted from the total remittance sent to the Union.
- Section 4:** In the event an employee's earnings within any pay period are not sufficient to cover dues, the employee shall pay dues directly to the Union.
- Section 5:** If a Union member decides to discontinue the payroll deduction of dues, that member shall provide written notice to the City and Union at least thirty (30) calendar days prior to the requested effective date.
- Section 6:** The Union agrees to save, indemnify and hold harmless the City against any and all claims, suits, orders, or judgments, of whatever kind or nature, brought or issued against the City regarding any payroll deduction of dues as provided for in this Article. Nothing contained herein is intended nor shall be construed to waive the City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor shall anything included here be construed as consent to be sued by any third parties in any matter arising out of this Agreement.

## ARTICLE 8

### CITY POLICIES

**Section 1:** The Union agrees that bargaining unit members shall comply with all Fire Rescue Department Rules and Regulations, (e.g., Standard Operating Procedures (SOPs), General Orders, Administrative Procedures, etc.), City Administrative Orders, and Human Resources and Risk Management Policies and Procedures, pursuant to the following:

- A. A current copy of the rules and regulations shall be available for review on the City's Intranet or other mutually agreed location that is accessible to the members.
- B. At mutually agreeable times, representatives of the Union and Management shall meet upon the request of either party for the purpose of discussing any matter of mutual interest.
- C. The City agrees to provide the Union District Vice President, or designee, prior notice to the extent practicable before implementation of any change in rules or regulations that impact bargaining unit members and an opportunity to bargain the impact of such changes in accordance with Chapter 447, Fla. Stat., as amended from time to time. Notwithstanding the foregoing, nothing herein prevents the City from implementing changes to its policies prior to the conclusion of impact bargaining as to any changes that do not cause a unilateral change to bargaining unit employees' wages, benefits and/or terms and conditions of employment.

## ARTICLE 9

### STATE STATUTES

**Section 1:** The City and the Union agree to comply with Florida State Law with regard to Indemnification, Firefighters Bill of Rights, and Work Stoppages, as amended from time to time, as follows:

**A. Indemnification**

Section 111.07, Fla. Stat. - "Defense of civil actions against public officers, employees, or agents"; and

Section 111.071, Fla. Stat. - "Payment of judgments or settlements against certain public officers or employees"

**B. Firefighters' Bill of Rights**

Section 112.82, Fla. Stat. - "Rights of firefighters"

**C. Work Stoppages**

Section 447.505, Fla. Stat. - "Strikes prohibited"

## ARTICLE 10

### NEPOTISM

#### Section 1: Prohibitions and Requirements

- A. No family member of a member of the City Commission, City Manager, Assistant/Deputy City Manager, City Attorney, Assistant/Deputy City Attorney, Human Resources Director, or Fire Chief, shall become employed within the Fire Rescue Department.
- B. No Fire Rescue Department employee's family member shall become employed within the Fire Rescue Department without the advanced approval of the City Manager.
- C. Fire Rescue Department employees shall not appoint, employ, promote, advance, recommend or advocate for appointment, employment, promotion, or advancement of their family members.
- D. No employee shall be supervised by a family member.
- E. For the purposes of this Article, family members include: spouse, registered domestic partner, parent, child, sibling, grandparent, grandchild, aunt/uncle, niece/nephew, and first cousin as interrelated by bonds of consanguinity, marriage, or legal adoption. The relations listed include step-, half-, foster-, and in-law.
- F. The City shall adhere to all requirements of Section 112.3135, Fla. Stat., as amended from time to time. In the event of any conflict between the Statute and this Article, the Statute shall prevail.

#### Section 2: Exceptions

- A. Should two current employees become married or domestic partners, the Fire Chief has sole discretion to transfer or reassign either employee to prevent them working the same shift or in the same station or to ensure no supervisory relationship exists.
- B. This Article shall not apply to reserve or auxiliary members of the department.
- C. This Article does not preclude a family member, with the exception of the City Manager's and Fire Chief's family members, from acting as an unpaid or temporary employee, such as an intern, within the Fire Rescue Department.

## ARTICLE 11

### PROBATION

#### Section 1: Initial Probation

- A. The probationary period is an integral part of the employment process. It shall be used as a period of close observation of employees' work and to ensure the most effective adjustment of new employees to their positions, as well as to separate those employees whose performance does not meet the high standards required by the Department and demanded by the residents of the City.
- B. The initial probationary period for an employee being hired\* into a position covered by this Agreement shall be one (1) year, unless extended. *\*The initial probationary period is applicable to those being hired from outside of City employment as well as those transferring into a position covered by this Agreement from another position within the City.*
- C. Prior to completion of the probationary period, the Fire Chief shall recommend acceptance as a regular employee, an extension of the probationary period, or termination of employment.
- D. A recommendation for extension of an employee's probationary period shall not be arbitrary or capricious, shall require an explanation of the reason(s) for the recommendation, and shall not exceed three (3) months, except that employees on an approved leave of absence in excess of thirty (30) calendar days shall have their probationary period extended by the same length of time as the entire leave of absence.
- E. An extension of the probationary period shall change an employee's anniversary date for performance evaluation and pay-for-performance purposes.
- F. No recommendation for acceptance, extension, or termination shall become final until approved by the City Manager.
- G. During the initial probationary period, employees may be reprimanded, suspended, demoted, laid-off, or terminated for any reason, without cause and without recourse to the "Grievance and Arbitration Procedures" article of this Agreement.

## **Section 2: Promotional Probation**

- A. An employee promoted to a higher position covered by this Agreement shall serve a promotional probationary period of nine (9) months, unless extended. If the employee has not served an initial one-year probationary period in a lower position, then the promotional probation shall be extended so that the employee serves a total of one (1) year probation from the date of hire or a nine (9) month probationary period from the date of promotional appointment, whichever is longer.
- B. Prior to completion of the probationary period, the Fire Chief shall recommend satisfactory completion of the probationary period or a period of time to meet standards.
- C. If the Fire Chief or designee determines an employee is not adequately performing in the promotional position, the employee shall be given written notice of deficiencies with at least thirty (30) days (and no more than three (3) months beyond the original probationary period) to rectify said deficiencies.
- D. An employee who does not rectify documented deficiencies by the end of the probationary period, including any applicable extension, shall be placed back into the prior classification. If no position is vacant within the prior classification, the Union and City shall review and discuss alternatives. Placement into any lower classification shall be accompanied by a commensurate reduction in pay.
- E. Employees who are returned to their former classification covered by this Agreement during the promotional probationary period shall have their classification seniority reverted as if they had never been promoted.
- F. Employees on an approved leave of absence in excess of thirty (30) calendar days shall have their probationary period extended by the same length of time as the entire leave of absence.
- G. No recommendation for satisfactory completion or extension of the probationary period, demotion, or layoff shall become final until approved by the City Manager.
- H. During the promotional probationary period, employees may be demoted in accordance with Section 2, "Promotional Probation," Subsections C and D of this Article, without recourse to the "Grievance and Arbitration Procedures" article of this Agreement.

## ARTICLE 12

### SENIORITY

**Section 1: Forms of Seniority:** For the purpose of this Agreement, the two forms of Seniority shall be City Seniority and Classification Seniority, as follows:

A. City Seniority

1. Defined as the length of uninterrupted service measured from the employee's most recent date of employment in a regular position with the City.
2. Ties shall be broken by Employment Application Date/Time.
3. City Seniority shall be used for Layoffs and Recalls.

B. Classification Seniority

1. Defined as the length of uninterrupted service in the City in a specific classification covered by this Agreement.
2. Ties shall be broken by City Seniority for classifications hired into without a scored promotion process outlined in this Agreement (e.g., Firefighter/Paramedic, Fire Inspector, Fire Inspector/Training Specialist, etc.).
3. Ties shall be broken by the rank achieved on the promotional eligibility list for classifications requiring a scored promotion process as outlined in this Agreement. If the ranks are tied or the promotion was not the result of a rank-ordered eligibility list, ties shall be broken by City Seniority.
4. Classification Seniority shall be used for Station Bids, Kelly Day Selections, Vacation Selections, and Reclassifications (if applicable) resulting from Layoffs and Recalls.

**Section 2: Loss of Seniority:**

A. Seniority and the employment relationship shall be broken and terminated if an employee:

1. Resigns;
2. Is discharged/terminated (unless reinstated by an arbitrator);
3. Is absent from work for four (4) consecutive working days without notification to and approval by the City. An employee may be reinstated to the position if the position is still vacant, by a showing of good cause to the Fire Chief, subject to the review of the City Manager, of why notification was not possible within four (4) days;

4. Fails to report to work within three (3) working days after having been recalled from layoff;
  5. Fails to report to work at the termination of an approved leave of absence;
  6. If an employee on leave of absence without pay for personal or health reasons accepts other employment without permission; or
  7. Retires.
- B. Seniority shall not be broken for employees in layoff status or for employees on approved leaves of absence and shall be reinstated with credit for the lost time upon return to work, unless any specific benefit plan provisions state otherwise.

**Section 3: Seniority Lists:**

- A. Seniority lists shall be kept current, listing each employee's City Seniority and Classification Seniority, and accessible via the Department's Electronic Filing system for employees to view.
- B. All City Seniority and Classification Seniority in place at the time this Agreement takes effect will remain in place unless an employee experiences a Loss of Seniority as described in Section 3 above or changes Classifications.

## ARTICLE 13

### LAY-OFF AND RECALL

The City maintains the sole and exclusive right to determine if and when any reduction in force shall take place, as well as the extent of such reductions in accordance with the provisions below.

#### **Section 1: Layoffs – Seniority-based**

Layoffs shall occur in reverse order by City seniority, with the least senior employee being laid off first. Any demotions required to balance required staffing shall be made by classification seniority. An employee may not “bump down” another employee without having served in that classification during their employment with the City.

#### **Section 2: Recall – Seniority-based**

When practicable, the City will recall bargaining unit members who were previously laid off in reverse order of layoffs.

#### **Section 3: Employee Recall Rights & Procedures**

- A. Duration of Recall Rights - Employees retain recall rights for twenty-four (24) months after the date on which they are laid off, except as detailed in Section 3, Subsection F, “Removal of Recall Rights,” below.
- B. Recall Procedures - In recalling employees, the City shall contact employees by certified mail to inform them of the recall. The City shall also attempt to contact employees via phone and e-mail. Employees shall have ten (10) calendar days from receiving notice of their recall rights to accept the offer to return to work and must report to work on the date directed by the City; failure to do so shall cause the City shall move to the next person on the recall list.
- C. Probationary Period upon Recall – Recalled employees shall not be required to serve a probationary period, except that any Initial or Promotional Period that had not been completed prior to the layoff shall be continued pursuant to the “Probation” article of this Agreement.
- D. Pay Rate upon Recall – Employees recalled to their prior classification shall have the base pay rate in effect at the time of layoff reinstated, with adjustments made as applicable for any across-the-board pay changes made to that classification during the layoff period.
- E. New Hires and Promotions – The City shall not hire new employees into any classification for which a recall list exists, unless all employees on the recall list

have been contacted and provided the opportunity to return to work. Employees “bumped down” due to a layoff will be returned to their prior classifications before any promotions are made into such classifications.

- F. Removal of Recall Rights – An employee’s recall rights shall be exhausted under the following circumstances:
1. Failure to maintain all required licenses, certifications, and qualifications
  2. Failure to keep City apprised of any address or phone number changes
  3. Failure to respond to a recall notice within ten (10) calendar days and/or report to work as directed by the City, as detailed in Section 3.B., “Recall Procedures”
  4. Submission of a resignation or retirement letter
  5. Upon the employee’s request to be removed from the recall list

**Section 4: Disability upon Recall**

Laid-off employees shall be required to pass a fitness-for-duty exam to be eligible for reemployment. However, employees who are unable to return to work when recalled because of a documented physical or mental disability shall retain recall rights and continue to be the next to be recalled until such time that they return to work in the classification from which they were laid off, are removed from the recall list in accordance with Section 3, “Employee Recall Rights & Procedures,” or the recall rights expire, whichever occurs first.

## ARTICLE 14

### DISCIPLINE AND CONTROL

#### Section 1: General Discipline and Control

The Fire Chief and/or authorized designees are charged with the responsibility of enforcing and maintaining proper standards of discipline and personal conduct among their employees, and are vested with discretionary powers and authority to implement the following remedial measures incidental to operating rules of the Department and City. The following list is not meant to mandate any type of sequence but is only meant to list the type of remedial measures that may be taken.

- A. Written Reprimand
- B. Suspension Without Pay - subject to review and approval by the City Manager
- C. Demotion to a Lower Classification - subject to review and approval by the City Manager
- D. Dismissal/Termination of Employment - subject to review and approval by the City Manager
- E. Other Disciplinary Action

#### Section 2: Grounds for Disciplinary Action

Any of the following acts of conduct on the part of a non-probationary employee will constitute grounds for disciplinary action by the Fire Chief or authorized designee. Probationary employees (*except those serving a promotional probation who have completed the initial probation*) may be reprimanded, suspended or dismissed for any reason, without cause. Such probationary employees of the Fire Rescue Department shall have no right of appeal. The listing shall not be considered as all-inclusive and may be expanded upon for other violations that conflict with the intent of the aforementioned rules and regulations of the City and/or Department.

- A. Inefficiency or deficiency in performance of duties;
- B. Violation of any lawful regulation, rule, procedure, order or direction made or given by a supervisor, or violation of any law, City or Department policy, or provision of this Agreement;
- C. Unauthorized or excessive tardiness or absence from duty;
- D. Misappropriation, misuse, negligent, careless or unauthorized use of City equipment, tools, funds, time, property, resources, etc.;
- E. Conviction of any felony, or of a misdemeanor that is related to the employee's position and/or involves actions that may diminish the public's trust, whether the offense occurred on or off duty;

- F. On-duty speeding, reckless driving, or accidents involving injured persons, or damage to property or equipment (when the damage is caused by the employee's negligence);
- G. While on duty, or while in uniform, including meal breaks, being publicly intoxicated, drinking intoxicating liquor or being under the influence of intoxicating liquor or controlled substances, or refusal to take any required tests to determine their use;
- H. Conduct, either while on or off duty, which brings discredit upon the City;
- I. Offensive conduct or language toward the public, fellow employees, or supervisors, or abusive public criticism of supervisors or public officials;
- J. Failure to notify the chain of command within one (1) business day\*, of expiration, suspension or revocation of valid operator or CDL license, or any lapse of such licensure required to perform the job (*\*"business day" in this subsection refers to the department's administrative office days of operation*);
- K. Dangerous practical joking, horseplay, wrestling, fighting or throwing of objects;
- L. Violation of safe work practices, including failure to wear City-issued safety equipment when appropriate;
- M. Threatening, interfering, or coercing of other employees or supervisors while engaged in the performance of their duties on and off City property; or
- N. Deliberate falsification or omission of pertinent information on City records and/or giving false replies or testimony on any matter relating to City activities;

**Section 3: Non-Disciplinary Remedial Actions**

The City desires to facilitate employees' successful performance and behavior. In many cases, a non-disciplinary approach is appropriate as a preliminary corrective measure. Such measures are not considered discipline and may not be grieved or arbitrated. Examples of such measures may include, but are not limited to:

- A. Coaching or counseling
- B. Significant Event Form (or other non-disciplinary documentation of coaching/counseling)
- C. Training
- D. Performance Improvement Plan

## ARTICLE 15

### GRIEVANCE AND ARBITRATION PROCEDURES

#### Section 1: Overview

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between an employee and the City of Coconut Creek, and that such procedure shall cover grievances involving the application or interpretation of the express terms contained in this Agreement and those involving discipline.

#### Section 2: Rights of Employees, the Union, and the City

- A. All grievances shall be processed exclusively pursuant to this Article. Pursuant to Section 447.301(4) Fla. Stat., employees covered by this Agreement shall have the right to be represented in the determination of grievances on all terms and conditions of employment.
- B. The Union shall not be required to process grievances for employees covered by this Agreement who are not members of Local 3080.
- C. Employees shall have the right to refrain from exercising the right to be represented.
- D. Nothing in this Article shall be construed to prevent any employee from presenting, at any time, an employee's own grievance in person or by legal counsel, to the City, and having such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, and if the Union has been given reasonable opportunity to be present at any meeting called for resolution of such a grievance.
- E. The parties agree, however, that the Union shall have the exclusive right to take grievances regarding the application and interpretation of the Agreement (i.e., non-disciplinary matters) to mediation or arbitration, and that the City shall not mediate or arbitrate non-disciplinary matters sought to be brought by individual employees.
- F. Probationary employees (*except those serving a promotional probation who have completed the initial probation*) shall have no right to utilize this grievance procedure for any matter concerning discharge, demotion\*, suspension, or other discipline. (*\*During the promotional probationary period, employees may be demoted in accordance with Section 2, "Promotional Probation" of the "Probation" article of this Agreement without recourse to the grievance procedure.*)

### **Section 3: Grievance Procedure**

- A. **Timeliness and Definition of “Days”**: Time is considered to be of the essence for purpose of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited and foreclosed for all contractual or legal purposes and shall result in the forfeiture of all rights to arbitration.

For purposes of this Article, “days” shall be defined as calendar days. Should a deadline fall on a Friday, Saturday, Sunday or City-recognized holiday, the deadline shall be the next business day thereafter.

- B. **Settlement of Grievance**: Any grievance shall be considered settled and resolved at the completion of any step in the procedure if the party concerned fails to appeal to the next step in a timely fashion.

C. **Grievance Procedure Steps**:

1. Grievances not challenging an employee’s loss of pay for disciplinary reasons (i.e., suspensions, demotions, or terminations) shall be presented in the following manner:

- a. **Step One (1)**: The employee shall first present the grievance to the Fire Chief within fourteen (14) days of the occurrence of the event(s), or within fourteen (14) days of the date the employee knew or should have known of the event that gave rise to the grievance (*or such longer period of time as is mutually agreed upon if an extension is requested based on good cause during the original fourteen (14) day period*). The grievance shall be submitted using the form and method mutually agreed upon by the Union and the City and shall include the specific article(s) of this Agreement that allegedly has/have been violated, the date of the alleged violation, a clear and concise statement of the event(s) that gave rise to the grievance, and the specific remedy requested.

The Fire Chief or designee shall render the decision on the grievance in writing within fourteen (14) days (or such longer period of time as is mutually agreed upon, such as may be necessary if a meeting is required to ensure complete understanding of the grievance).

- b. **Step Two (2)**: In the event the employee is not satisfied with the disposition of the grievance in Step One (1) or does not receive a response within the required timeframe, the employee may advance the grievance to the City Manager within fourteen (14) days following the receipt of the decision in Step One (1) or the deadline for the response, whichever comes first. In addition to a copy of the original grievance, the employee must include a copy of the Step One (1)

response, if applicable, as well as any additional information regarding the employee's dissatisfaction with the disposition of the grievance in Step One (1).

The City Manager shall render the decision on the grievance in writing within fourteen (14) days (or such longer period of time as is mutually agreed upon, such as may be necessary if a meeting is required to ensure complete understanding of the grievance).

2. In the case of suspension, demotion, and/or termination, Step One (1) of the grievance procedure shall be waived and the grievance shall proceed directly to Step Two (2) with the City Manager.
3. In the event a grievance processed through the grievance procedure has not been resolved at Step Two (2) to the grievant's satisfaction, either the City or the Union may make a written request for Mediation or Arbitration, with the following exceptions:
  - a. Individual employees may not proceed to mediation or arbitration on a grievance concerning the application and interpretation of the Agreement (i.e., non-disciplinary matters) unless the Union is a party to such proceeding.
  - b. Disciplinary actions that do not involve an employee's loss of pay for disciplinary reasons (i.e., disciplinary actions not involving suspensions, demotions, or terminations) may only be grieved through Step Two (2) and shall not proceed to mediation or arbitration.
4. If Mediation is chosen and does not resolve the dispute, Arbitration may then be utilized.

#### **Section 4: Mediation**

- A. Mediation is a form of Alternative Dispute Resolution (ADR) that may be requested by the City or the Union (or an employee who is not a member of Local 3080, but only if the matter is related to a suspension, demotion, or termination). It is an alternative, not a substitute for the formal arbitration process contained in Section 5 below. Mediation is an informal process in which a neutral third party assists the parties in reaching a voluntary, negotiated resolution. The decision to mediate is completely voluntary for the employee (in disciplinary matters), the Union or the City. Mediation gives the parties the opportunity to discuss the issues raised in the charging document, clear up misunderstandings, determine the underlying interests or concerns, find areas of agreement and, ultimately, incorporate those areas of agreement into solutions. A mediator does not resolve the charge or impose a decision on the parties. Instead, the mediator helps the parties to agree on a mutually acceptable resolution. The mediation process is strictly confidential. Information disclosed during mediation will not be revealed to anyone.

- B. If both parties agree, a mediation session conducted by a trained and experienced mediator shall be scheduled at a mutually convenient date and time. Either party may choose to have an attorney represent them during mediation, and the parties agree that they will split equally the mediator's fee. Persons attending the mediation session shall have the authority to resolve the dispute. If mediation is unsuccessful, the parties may proceed to follow the provisions for Arbitration. Information disclosed during mediation will not be revealed to anyone.
- C. The parties and, if they desire, their representatives and/or attorneys, are invited to attend a mediation session. No one else may attend without the permission of the parties and the consent of the mediator(s).
- D. The mediator(s) will not function as the representative of either party. However, the mediator(s) may assist the parties in understanding their rights and the terms of any proposed settlement agreement. Each party acknowledges being advised to seek independent legal review prior to signing any settlement agreement.
- E. The parties acknowledge that the mediator(s) possesses the discretion to terminate the mediation at any time if an impasse occurs or either party or the mediator deems the case inappropriate for mediation.
- F. Prior to mediation, both the City and the Union (or employee in applicable disciplinary matters) shall enter into a confidentiality agreement, as follows:
  - 1. This is an agreement by the parties to participate in a mediation involving the City against the above named employee. The parties understand that mediation is a voluntary process, which may be terminated at any time.
  - 2. The parties agree to participate voluntarily in mediation in an effort to resolve the charge(s) filed by the City.
  - 3. The parties agree that all matters discussed during the mediation are confidential, unless otherwise discoverable, and cannot be used as evidence in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation.
  - 4. Any communications between the mediator(s) and/or the parties are considered dispute resolution communications with a neutral and will be kept confidential.
  - 5. The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future

administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.

6. The parties recognize and agree that the City is subject to Chapter 119, Florida Stat., relating to public documents. Therefore, all information including all notes, records, or documents generated during the course of the mediation shall be subject to the exemption contained in Section 119.071(d)(1), Fla. Stat. until the settlement of the matter, or the conclusion of the arbitration, if any, with the exception of the personal notes of the mediator.
7. If a settlement is reached by all the parties, the agreement shall be reduced to writing and when signed shall be binding upon all parties to the agreement, unless the agreement requires City Commission approval, in which case the agreement will not become binding until publicly approved by the City Commission. Said agreement shall be subject to the provisions of Chapter 119, Fla. Stat. If the charge(s) is not resolved through mediation, the parties may proceed to follow the provisions for arbitration.

## **Section 5: Arbitration**

- A. The City or Union may request in writing that the grievance be submitted to arbitration within fourteen (14) days after the City Manager or designee renders a written decision on the grievance (or, if applicable, the conclusion of a mediation that did not result in an agreed-upon remedy). Only the Union may take non-disciplinary grievances to arbitration, and individual employees may only take disciplinary grievances to arbitration with the Union's consent. The arbitrator may be any impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said impartial Arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall strike three (3) names in alternating fashion, with the Union striking first. The seventh remaining person shall serve as the impartial Arbitrator.
- B. The City and the Union (or employee in applicable disciplinary matters) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the Arbitrator, thereafter, shall confine the decision to the particular grievance as specified.
  1. Unless otherwise agreed to by the parties, only one (1) grievance shall be submitted to an Arbitrator for decision in any given case.
  2. In the event the parties fail to agree on the statement of the grievance to be submitted to the Arbitrator, the Arbitrator will confine consideration and determination to the written statement of the grievance presented in Step One (1) of the Grievance Procedure.

- C. The Arbitrator selected or appointed shall conduct a hearing with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance.
- D. The burden of proof in all grievances submitted to arbitration shall be the preponderance of the evidence.
- E. Upon completion of this review and hearing, the Arbitrator shall render a written decision to both the City and the Union within thirty (30) days of the close of the hearing (unless the parties mutually agree to a longer period of time). The Arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, except to the extent as specifically provided herein.
- F. Expedited Arbitration: Should the parties mutually agree, an expedited arbitration may be initiated. The Arbitrator shall be selected in accordance with Section 5.A of this Article. The hearing shall be conducted by the Arbitrator in such a manner that will expeditiously permit a proper presentation of the evidence and arguments of the parties. The Arbitrator shall be the sole judge of the relevance and materiality of the evidence offered. There shall be no stenographic record of the proceedings, nor post hearing briefs filed. The hearing will be completed in one (1) day. When both sides have completed their presentations, the Arbitrator shall ask whether either party has any further evidence to offer or witnesses to be heard. Upon receiving negative replies from both sides, the Arbitrator shall declare and note the hearing closed. The award shall be rendered promptly, which may include a verbal decision immediately following the hearing provided that the decision shall be reduced to writing and signed by the Arbitrator as soon as possible following the hearing. Should the Arbitrator determine that an opinion is necessary, it shall be in summary form. Unless otherwise determined by the Arbitrator, the decision rendered shall not be precedent setting, but the award will be final and binding upon the parties, including any individual affected employee.
- G. The Arbitrator may not issue declaratory opinions and shall confine the response exclusively to the question presented, which question must be actual and existing.
- H. The parties mutually agree that this Collective Bargaining Agreement shall be administered within the amounts appropriated by the City for funding of the Collective Bargaining Agreement. Accordingly, and notwithstanding any other provision of this Collective Bargaining Agreement, the Arbitrator shall have no authority, power or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this Collective

Bargaining Agreement to result in, obligate, or cause the City to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City for funding of this Collective Bargaining Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

- I. Each party shall bear the costs and expenses of its own witnesses and of its own representative or representatives for purpose of the arbitration hearing. The impartial Arbitrator's fee shall be paid for by the losing party (unless the Arbitrator sustains in part and denies in part the grievance, in which case the fee shall be split equally). If either party desires a transcript of the hearing, the parties shall split the cost of the court reporter's attendance and a copy of the transcript for the Arbitrator.
- J. The Arbitrator's award shall be final and binding on the parties, subject only to the provisions of Chapter 682, Fla. Stat., "Arbitration Code."

## ARTICLE 16

### HOURS OF WORK AND OVERTIME

#### Section 1: Work Schedules

- A. “Shift” Members/Employees/Schedules - Bargaining unit members who are regularly scheduled to work twenty-four (24) hour shifts shall be referred to in this Agreement as “shift” members or “shift” employees or working a “shift” schedule.
1. The normal “shift” schedule for the term of this Agreement is defined as working one (1) twenty-four (24) hour shift followed by two (2) twenty-four (24) hour shifts off duty, and a twenty-four (24) hour unpaid Kelly Day off every seventh regularly scheduled shift, in order to limit the regularly scheduled hours to ninety-six (96) hours per biweekly pay period and one hundred forty-four (144) hours within a twenty-one (21) day work period, pursuant to the 7(k) provisions of the Fair Labor Standards Act (FLSA).
  2. The shift start and end time in effect as of 2021 shall not be altered without discussion amongst the Labor Management Committee and sufficient notice provided to the members.
  3. Shift employees temporarily assigned by the Fire Chief or designee to an alternate schedule in order to accomplish special projects or assignments or temporary light duty shall not experience a reduction to their bi-weekly base pay, provided the employee works no fewer than forty (40) hours per workweek and the employee is willing and able to work up to forty-eight (48) hours per workweek, based on operational needs.
  4. Shift Staffing - The City and Union understand and agree that adequate staffing is important to provide a standard level of safety and protection to personnel and the residents we serve. While staffing levels remain a management right and may be subject to change due to operational needs or fiduciary responsibilities, it is the intent of the parties to staff every Fire Rescue Department operational shift with a minimum of sixteen (16) on-duty personnel, including employees qualified to step-up in a higher capacity or fill lower level positions if the positions cannot be filled rank for rank. During the course of the shift, if the number of personnel falls below this staffing level, the City will make every reasonable attempt to fill the position in a timely manner taking into consideration the length of time remaining in the shift and how long it will take to fill the position. This does not preclude a temporary reallocation of staffing during the shift to accommodate operational needs or training purposes.
- B. “Day” Members/Employees/Schedules – Bargaining unit members who are regularly scheduled to work forty (40) hours per workweek shall be referred to

in this Agreement as “day” members or “day” employees or working a “day” schedule.

1. Day employees shall regularly be scheduled for forty (40) hours per workweek, plus will be provided an unpaid one-hour daily meal break. Employees may reduce or opt out of the unpaid meal break with supervisory approval.
  2. Shift employees temporarily assigned to a day schedule pursuant to Section 1.A.3 above or a temporary light duty assignment shall continue to receive all compensation and benefits provided to a shift employee in lieu of the compensation and benefits provided to a day employee unless otherwise specified in the applicable provision.
- C. Nothing herein shall guarantee a minimum number of hours per day, per week, per pay period, per work period, per month, or per year.
- D. Schedule Changes – Insofar as possible, bargaining unit members shall be given forty-eight (48) hours’ notice of any change in their regular hours of work. Further, insofar as possible, the Department will avoid scheduling an employee to work on contiguous shifts.

## **Section 2: Overtime Compensation**

- A. All classifications within this Agreement, with the exception of Battalion Chiefs, shall be classified as “non-exempt” from the overtime provisions of the Fair Labor Standards Act (FLSA).
- B. Non-exempt employees who work (or use paid time off in lieu of working) in excess of the regularly scheduled hours per work period as defined in Section 1.A.1 or per workweek pursuant to Section 1.B.1 of this Article, “Hours of Work and Overtime,” shall be compensated through pay or compensatory time at the discretion of the Fire Chief or designee at time and one-half (1½) the regular rate of pay for all excess hours. *Note: Compensatory time/leave balance may not exceed two hundred forty (240) hours and is detailed in the Leave Benefits article.*
- C. Employees working during a declared emergency shall be compensated in the form of pay rather than compensatory time.
- D. Shift employees voluntarily arriving to work early to relieve employees on the previous shift in accordance with 29 CFR §553.225, entitled “Early Relief,” shall not be entitled to additional compensation.
- E. Although otherwise FLSA-exempt, Battalion Chiefs who are required to fill a shift beyond the normal shift described in Section 1, “Work Schedules,” shall be compensated through pay in accordance with Section 2.B. (*retroactively for*

*shifts worked and paid at straight time in FY24, based on the pay rate in effect at that time).* Other additional hours as may be required in order to fulfill the leadership role of the Battalion Chief position shall not result in additional compensation, except that Battalion Chiefs shall be eligible for Job Basis Leave as provided for in the Leave Benefits article.

- F. Authorization for overtime must be requested prior to working the overtime in so much as it is reasonable to do so. However, payment for overtime worked shall not be unreasonably withheld.
- G. Nothing herein shall require the payment of straight time or time and one-half when an insubstantial amount of time is worked in excess of the length of the employee's normal shift. For the purpose of this Article, "Hours of Work and Overtime," an insubstantial amount of time shall be considered any period of time less than eight (8) minutes.

**Section 3: Overtime Distribution**

Overtime and mandatory overtime shall be distributed and/or assigned in a fair and equitable manner that meets operational needs, pursuant to the procedure outlined in the Fire Rescue Department's Administrative Procedure. The Union and City agree to review and agree upon any changes to the procedure that may have a financial impact on bargaining unit members.

**Section 4: Standby and Call-back**

- A. Fire Inspector Standby Pay - Fire Inspectors who rotate standby duty shall be paid one hundred twenty-five dollars (\$125.00) per full week assigned to be on call. If called in, the member will receive compensation pursuant to Section 4.B of this Article, "Hours of Work and Overtime." A rotating call-out schedule will be maintained by the Fire Marshal in an equitable manner and posted where members will have visual access to the schedule.
- B. Call-Back - When an employee is called in\* to work on the employee's regular day off, or after having left work, the employee shall be paid overtime for a three (3) hour minimum, or for time actually worked, whichever is greater. If while working on the call-back or during the three (3) hour call-back period, the employee receives a subsequent call-back, the employee shall remain in overtime pay status and shall be paid for the total hours worked. If the time is contiguous to the employee's regular work shift or the employee is called back to rectify the employee's own error, the employee will be paid overtime only for the actual time worked. *\*The three (3) hour minimum applies only to same-day call-ins, i.e., not to overtime that is scheduled in advance.*

## ARTICLE 17

### EXCHANGE TIME

#### Section 1: Exchange Time Process

- A. Overview - In accordance with 29 CFR § 553.31, "Substitution," and the Fire Rescue Department's policy regarding Exchange Time, the City and Union agree that shift personnel may request approval to exchange time with each other. Exchange time is an agreement between two employees, through which an employee who would otherwise be off-duty substitutes for an employee who would otherwise be on-duty.
- B. Request and Approval Process - Battalion Chiefs may approve an exchange time request between employees, provided that:
1. Such exchange does not interfere with the department operations or scheduled training;
  2. Consecutive exchanges do not serve to relieve a requesting employee from duty for an extended period of time;
  3. The substituting employee meets the requirements needed to fill the position;
  4. The exchange time request does not result in additional cost to the City, e.g., creating need for overtime, etc.;
  5. An individual exchange time request does not exceed twenty-four (24) hours;
  6. Requests shall be made through the department's scheduling software program at least forty-eight (48) hours prior to the date of the requested exchange;
  7. If the requesting employee is a Battalion Chief, approval is at the discretion of the Assistant Chief of Operations; and
  8. Exceptions may be made for extenuating circumstances at the sole discretion of the Fire Chief or designee.

#### Section 2: No Liability or Financial Impact to the City

- A. Compensation - The parties agree that shift exchanges shall have no financial impact to the City. Both parties are entitled to the same compensation as if they have worked their regularly scheduled shifts in effect prior to the exchange. Therefore, substituting employees shall have no right to compensation or overtime pay from the City (unless required due to being held over after completing an exchange time obligation into a non-regularly scheduled shift), and off-duty beneficiaries of shift exchanges shall be paid as if they had actually worked their shifts.

- B. Recordkeeping - The City bears no responsibility for recordkeeping or requiring exchange participants to reciprocate the substitution at a future date. Any such compensation or reciprocation agreement is a matter between the exchange participants. If the off-duty beneficiary of a shift exchange separates employment, is promoted, etc., the City shall not be responsible for settling any unreciprocated shift exchanges, and shift exchange participants enter exchanges voluntarily with this understanding.

**Section 3: Punctuality and Attendance During Exchange Time**

Employees agreeing to substitute for another employee accept all of the responsibilities of an employee working a regularly scheduled shift, are not permitted to request any leave during the shift they are scheduled to work as a substitute, are expected to arrive to the substitute shift on time, and will be charged unanticipated leave time and be required to use accrued leave for any portion of the exchange time not worked.

**ARTICLE 18**

**WAGES AND SUPPLEMENTAL COMPENSATION**

**Section 1: Wages**

A. Fiscal Year 2024 -

1. Effective September 22, 2024, the salary ranges shall be as follows:

Classification	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Fire Inspector	\$ 32.67	\$ 67,953.60	\$ 50.64	\$ 105,331.20
Fire Inspector/Training Specialist	\$ 32.67	\$ 67,953.60	\$ 50.64	\$ 105,331.20
Senior Fire Inspector	\$ 37.54	\$ 78,083.20	\$ 58.19	\$ 121,035.20
Firefighter/Paramedic	\$ 27.22	\$ 67,941.12	\$ 42.20	\$ 105,331.20
Driver/Engineer	\$ 29.85	\$ 74,505.60	\$ 46.26	\$ 115,464.96
Fire Lieutenant	\$ 32.41	\$ 80,895.36	\$ 50.23	\$ 125,374.08
Fire Captain	\$ 35.00	\$ 87,360.00	\$ 54.25	\$ 135,408.00
Battalion Chief	\$ 39.12	\$ 97,643.52	\$ 60.65	\$ 151,382.40

2. Effective September 22, 2024, Fire Inspectors' and Fire Inspector/Training Specialists' pay rates shall be increased prospectively by six percent (6.0%). All other bargaining unit members' pay rates shall be increased prospectively by four percent (4.0%). Additional wage increases shall be made as required to ensure employees' pay rates are not below the minimum of the range for their respective classifications, as displayed in Subsection A.1 above.

3. As soon as administratively possible following adoption of this Agreement, all bargaining unit members shall be paid a lump sum amount equivalent to four percent (4.0%) of FY24 payments made prior to adoption of this Agreement for regularly scheduled paid hours (including paid leave used in lieu of working) and paid overtime hours. This payment excludes pay-for-performance lump sums and holiday pay (except that holiday leave paid in lieu of working, e.g., for Day employees, will be included).

B. Fiscal Year 2025 – Effective October 6, 2024, the pay scales and employee wages shall be adjusted by the same across-the-board wage adjustment as Civil Service employees.

- C. Fiscal Year 2026 - Effective October 5, 2025, the pay scales and employee wages shall be adjusted by the same across-the-board wage adjustment as Civil Service employees.
- D. Employees may be eligible for additional pay-for-performance, pursuant to the "Evaluations and Pay-for-Performance" article of this Agreement.

**Section 2: Temporary Upgrade ("Step-Up") Pay**

- A. Shift employees temporarily assigned to perform the duties of a higher rank during a shift shall be compensated with supplemental pay per hour assigned to and worked in the higher rank, as follows:
  - 1. Two dollars and fifty cents (\$2.50) per hour – Firefighter/Paramedic serving as Driver Engineer; Driver Engineer serving as Lieutenant; and Lieutenant serving as Captain; and
  - 2. Three dollars and fifty cents (\$3.50) per hour – Firefighter/Paramedic serving as Lieutenant; Driver Engineer serving as Captain; and Captain serving as Battalion Chief.
- B. Day employees temporarily assigned to serve in a higher-level classification shall have their hourly pay rate increased by four percent (4%) for the duration of the temporary assignment after serving one workweek in the higher capacity.

**Section 3: Special Assignment Pay** – Employees who, at the Fire Chief's discretion and with the City Manager's approval, are assigned to the Special Response Team, or other special assignment designated by the Fire Chief and with the City Manager's approval, shall be compensated sixty-nine dollars and twenty-three cents (\$69.23) for each full biweekly pay period in the assignment (annualized to one thousand seven hundred ninety-nine dollars and ninety-eight cents (\$1,799.98) (and prorated further as necessary).

**Section 4: Special Detail Pay** - Employees assigned to work Unofficial Functions (also known as Special Details or Off-Duty Details) pursuant to Section 2- 82, "Use of off-duty firefighter/paramedics or fire inspectors for unofficial functions" of the City's Code of Ordinances, and 29 CFR § 553.227, "Outside Employment," as amended from time to time, shall be compensated at the rate of thirty-four dollars (\$34.00) per hour. When the City determines a supervisor is required for the Unofficial Function, the employee(s) designated by the City as the Unofficial Function supervisor(s) shall be compensated at the rate of thirty-eight dollars (\$38.00) per hour. If a supervisor is not deemed necessary, all personnel, regardless of supervisory status otherwise, will be paid at the rate of thirty-four dollars (\$34.00) per hour. Employees shall be compensated an additional ten dollars (\$10.00) per hour for Unofficial Functions worked during City-designated holidays.

Effective as soon as administratively possible following the adoption of this Agreement and the City Commission's approval of any necessary amendments to the Ordinance referenced in this Section, thirty-four dollars (\$34.00) shall be increased to forty dollars (\$40.00), thirty-eight dollars (\$38.00) shall be increased to fifty-two dollars (\$52.00), and ten dollars (\$10.00) shall be increased to fifteen dollars (\$15.00).

Employees may not work more than forty-eight (48) hours of Special Details per pay period, unless such additional time is authorized and approved by the Fire Chief or designee.

#### **Section 5: Compensation for Court and Deposition Time**

- A. **Notification** - Employees receiving a subpoena or a Notice to Appear in Court or notice that their deposition is to be taken on matters relating to their official performance as a member of Coconut Creek Fire Rescue (CCFR) Department shall immediately notify the Fire Chief, via chain of command, prior to appearing.
- B. **Off-Duty Compensation** - Employees subpoenaed to appear in court as a City employee and/or provide a deposition in their official capacity as a City employee shall be compensated a minimum of three (3) hours at the overtime rate of pay for "court time" when required to attend during off-duty hours. Court time shall begin one (1) hour prior to subpoena time and shall end when dismissed by the court for the day. Any eligible expenses incurred by the employee will be reimbursed pursuant to the City's travel policy.
- C. **On-Duty Appearances** - Employees subpoenaed to appear in court as a City employee and/or provide a deposition in their official capacity as a City employee shall be provided adequate time off to fulfill the responsibility, with no loss of pay. Any eligible expenses incurred by the employee will be reimbursed pursuant to the City's travel policy.

#### **Section 6: Incentive Pay**

- A. **College Degrees** – Employees eligible for the supplemental compensation provided for by Section 633.422, Fla. Stat., "Firefighters; supplemental compensation," shall be provided a matching amount by the City.
- B. **Paramedic Certification** – All Shift classifications are required to maintain appropriate certification to serve the dual Fire/Rescue duties, so such certifications are accounted for in the salary ranges identified in the "Wages and Supplemental Compensation" article of this Agreement.
- C. **Fire Inspector Certification** – Day classifications required to maintain appropriate certification to perform fire inspections have the requirement accounted for in the salary ranges displayed in identified in the "Wages and Supplemental Compensation" article of this Agreement.

- D. Other Skills and Certifications – Skills and certifications that are required are accounted for in the salary ranges displayed in the “Wages and Supplemental Compensation” article of this Agreement, and those that are above and beyond requirements are recognized through pay-for-performance and promotional preparation and consideration.

**Section 7:** **Miscellaneous** – Compensation related to overtime, standby pay, call-back pay is detailed in the “Hours of Work and Overtime” article of this Agreement.

## ARTICLE 19

### EVALUATIONS AND PAY-FOR-PERFORMANCE

#### Section 1: Overview

Bargaining unit members shall receive performance evaluations and pay-for-performance, as provided for in the City's "Performance Evaluations and Pay-for-Performance" Administrative Order, including, but not limited to, eligibility for pay-for-performance increases of up to five percent (5%) based on the annual performance evaluation, performance-based lump sum payments upon reaching the maximum of the salary range, and eligibility for prorated pay-for-performance in promotion instances defined in the Administrative Order, as may be amended from time to time.

#### Section 2: Scoring Method

Each category (NI, C, ER, and O) represents a numerical score, as follows: "NI" = 0; "C" = 1; "ER" = 3; "O" = 5. The scores shall be added and divided by the total number of factors rated to obtain the mean score. The mean score will be rounded up to the nearest half percentage to determine the pay-for-performance increase. Any adjustments to the scoring method will only be made upon mutual agreement between the City and the Union.

#### Section 3: Evaluation of Attendance

The Labor Management Committee will work together to develop a fair and objective method for determining how attendance will be rated in performance evaluations.

## ARTICLE 20

### PROMOTION PROCESS

#### Section 1: Overview

The City and the Union have established a promotional exam process through which employees will be selected for promotions to higher-level classifications.

With the exception of compensation, detailed in Section 2, "Promotional Compensation," below, the provisions of this Article, "Promotion Process," are specific to the process for being promoted through the ranks of the shift classifications up to and including Fire Captain. The process for selecting Battalion Chiefs and Senior Fire Inspectors shall be at the Fire Chief's discretion, except that the Union and City will discuss the process for promotions to the Battalion Chief classification during the term of this Agreement for potential inclusion in a subsequent Agreement.

The parties agree that the establishment of the qualifications and standards for initial hiring is solely reserved as a right of management.

#### Section 2: Promotional Compensation

Upon promotion to a higher-level classification, employees' base pay shall be increased by eight percent (8%), not to exceed the maximum of the pay range, or brought to the minimum of the pay range, whichever is greater.

#### Section 3: Promotional Exam Announcements

Promotion exams, including source material, instructions for purchasing the written exam source material, and possible subjects of assessment centers, shall be announced at least ninety (90) calendar days prior to the exam date.

#### Section 4: Eligibility Criteria

The minimum requirements for each classification are identified in the job descriptions, which will be maintained online for employees' reference. Any increases to the minimum requirements that may affect employees' eligibility for promotion will be announced prior to an exam process and following discussion with the Labor Management Committee, and the City will take into consideration the time necessary to complete any increased requirements if changes are made.

## **Section 5: Promotional Exam Components and Process**

- A. The City shall take all reasonable steps to ensure exams and promotions are conducted fairly and objectively to ensure the best-qualified persons are promoted.
- B. The promotional exam process will be administered by a third-party vendor, selected in compliance with the City's required procurement processes, and will consist of two (2) scored components, as follows:
  - 1. Written Exam – Scored based on no more than one hundred (100) questions and consisting of position-relevant questions, i.e. policies, standard operating guidelines, protocols, tactics & strategies, leadership, supervision, etc. Questions must come from posted study material.
  - 2. Assessment Center, Practical Exam, or Oral Board - The Assessment Center or Practical Exam will consist of scenarios, skill stations, in-box/out-box exercises, and/or other practical exercises that are relevant to the classification for which the promotion process is being held. Assessors or oral board raters will typically consist of at least three (3) persons employed from outside the Department who have served at an equal or higher rank for at least three (3) years; however, the ultimate decision will be at the vendor's discretion.
- C. A Union Representative of at least the rank of the position for which the promotional exam is being conducted shall be allowed to be present as an observer of each component of the promotional exam process, including orientation, testing, and review.

## **Section 6: Promotional Exam Scoring**

- A. The Written Exam and the Assessment Center (or Practical Exam or Oral Board) shall each be weighted at fifty percent (50%) of the net score.
- B. By default, the passing score shall be a net score of seventy percent (70%) based on the weighted scores of the Written Exam and Assessment Center (or Practical Exam or Oral Board). Any deviation to the established passing score will be made in consultation with the third-party vendor based on test validation standards and shall be announced prior to the exam.
- C. Any required Veteran's Preference Points and/or Seniority Points detailed in Section 7, "Seniority Points," will be added to the net score only if the established passing score has first been achieved.
- D. All scores will be carried out to and rounded at four (4) decimal points.

**Section 7: Seniority Points**

Candidates with a passing net score shall be awarded an additional one-quarter (1/4) point per full year of continuous service in a uniformed position within the Coconut Creek Fire Rescue Department, up to a maximum of four (4) additional points.

**Section 8: Promotional Eligibility List**

- A. Certification of Eligibility List - A rank-ordered eligibility list consisting of the names and scores of only those candidates who achieved passing scores shall be posted and certified by the Human Resources Director or designee within ten (10) calendar days after receipt of the final scores from the final phase of testing.
- B. Duration of Eligibility List – The certified eligibility list shall be valid for two (2) years from the date certified by the Human Resources Director, provided, however, that any time fewer than five (5) candidates remain on the list, the certified eligibility list may be abolished before the expiration of two (2) years.
- C. Maintenance of Eligibility Lists - The City shall endeavor to maintain an active promotional eligibility list at all times, to the extent practicable.

**Section 9: Selection Process**

- A. All promotions shall be made from the promotional eligibility list as soon as operations permit, without unnecessary delays.
- B. The Fire Chief shall select one (1) candidate from any of the candidates in the top five (5) rankings. If more than one (1) vacancy is to be filled, the list of candidates eligible for the promotions shall be increased by one (1) ranking for each vacancy. For example, if two (2) positions are to be filled, selections shall be made from candidates ranked in the top six (6) rankings. If three (3) positions are to be filled, the selections shall be made from the candidates ranked in the top seven (7) rankings.
- C. Nothing herein shall be construed as to prevent the Fire Chief from conducting individual or panel interviews, personnel file reviews, or any type of assessment necessary to select an eligible candidate, provided such assessments are done consistently for all candidates eligible to fill the vacancy.

**Section 10: Review and Challenge of Exam Components**

Candidates shall be given the opportunity to review and challenge exam questions and/or components of the promotional exam process, within the timeframe and following the process established by the vendor. A Union representative will be

allowed to observe and provide input only as it relates to ensuring no conflict exists with the provisions of this Agreement.

**Section 11: Post-Promotional Process Review**

In order to review the process for continuous improvement, the Labor Management Committee will conduct a review and analysis following each promotional process.

## ARTICLE 21

### EMPLOYEE BENEFITS

#### Section 1: Types of Benefits

This Article, "Employee Benefits," provides for the following types of benefits available to bargaining unit members:

- A. Retirement Plan (*Section 2*)
- B. Retirement Medical Plan (*Section 3*)
- C. Group Health Insurance Program (*Section 4*)
- D. Longevity Recognition Program (*Section 5*)
- E. Education Program (*Section 6*)
  - 1. Tuition Reimbursement Program
  - 2. Other Training
- F. Computer Purchase Plan Program (*Section 7*)
- G. Fitness Program (*Section 8*)
- H. Take-home Vehicle Program (*Section 9*)
- I. Death Benefits (*Section 10*)
- J. Leave Benefits (*Section 11, detailed in the "Leave Benefits" article of this Agreement*)

#### Section 2: Retirement Plan

All employees shall be members of the State of Florida Retirement System (FRS), unless membership is prohibited by the FRS. The City's and employee's contributions, vesting requirements, and the age and years of service required for early and normal retirement shall be prescribed by the FRS.

#### Section 3: Retirement Medical Plan

##### A. Group Insurance Plan Continuation

1. Purpose: The Retirement Health Insurance Program provides for a one-time election for eligible employees who were enrolled in the City's group health insurance plan immediately preceding retirement to continue participation in the group insurance plan.
2. Eligibility: Eligibility for continuing participation in the group insurance plan is defined as retirement with at least fifty-five (55) years of age and fifteen (15) years of City service (eight (8) *years of City service for bargaining unit members employed in the City's Fire Rescue Department by December 31, 2021*), retirement at any age with twenty-five (25) years of City service, or retirement as defined by Section 112.0801, Fla. Stat. "Employer notice of insurance eligibility to employees who retire."

3. Cancellation of Coverage: The retiree shall be responsible for paying the prevailing insurance premiums by the due date, and failure to make payments in a timely manner shall be cause for cancellation of participation in the group insurance plan. Coverage may not be reinstated once it is cancelled for any reason.

#### **B. Retirement Medical Compensation Program**

1. Purpose: The Retirement Health Insurance Program provides for the City to make a one-time lump sum deposit into the City-administered Retirement Health Savings (RHS) Plan upon retirement for eligible employees.
2. Eligibility: Eligibility is defined as retirement with at least fifty-five (55) years of age and fifteen (15) years of City service (*five (5) years of City service for bargaining unit members employed in the City's Fire Rescue Department by December 31, 2021*), or retirement at any age with twenty-five (25) years of City service. Eligibility is not contingent on participation in the City's group health insurance plan prior to or upon retirement.
3. Contribution Amount: The amount of the one-time deposit shall equal two hundred fifty dollars (\$250.00) times the number of months between retirement and the month the retiree would turn age sixty-five (65) (capped at one hundred twenty (120) months), i.e., excluding the month of retirement and the month of the retiree's 65th birthday.

#### **Section 4: Group Health Insurance Program**

Bargaining unit members shall be eligible to participate in the City's Group Health Insurance Program, pursuant to the provisions detailed in the Group Health Insurance Program Administrative Order. Such benefits include, but are not limited to, Medical and Dental Insurance, Life Insurance, Accidental Death & Dismemberment Insurance, Short-term and Long-term Disability Insurance, Medical Insurance Opt-out Payments, Health Savings Account, and Sick and/or Vacation Leave Conversions to Offset Medical Insurance Premiums and/or to fund Health Savings Account.

**Section 5: Longevity Recognition Program**

Bargaining unit members shall be eligible to participate in the City's Longevity Recognition Program, pursuant to the provisions detailed in the Longevity Recognition Program Administrative Order.

**Section 6: Education Program**

**A. Tuition Reimbursement Program** – Bargaining unit members shall be eligible to participate in the City's Tuition Reimbursement Program for degree-seeking programs within the fields of Fire, EMS, Public Safety, and/or Public Administration, pursuant to the provisions detailed in the Tuition Reimbursement Program Administrative Order. Additionally, an education incentive program for those who complete eligible college degrees is detailed in Section 6, "Incentive Pay," in the "Wages and Supplemental Compensation" article of this Agreement.

**B. Other Training** – Bargaining unit members are invited and encouraged to pursue education and career development opportunities and to participate in the City's and Department's training programs. Mandatory training shall be funded by the City and compensated in accordance with Section 6, "Incentive Pay," of the "Hours of Work and Overtime" article of this Agreement. Voluntary training shall be requested, reviewed for approval, funded, and compensated in accordance with the Fire Rescue Department's training policies and procedures, and the City's Administrative Order regarding Training and Travel.

**Section 7: Computer Purchase Plan Program**

The objective of the Employee Computer Purchase Plan Program is to elevate the computer literacy of employees and, thus, improve their performance on the job through encouraging the purchase and use of home computers and software that are consistent with City equipment. Bargaining unit members are eligible to participate in the City's computer loan program, pursuant to the Employee Computer Purchase Plan Administrative Order.

**Section 8: Fitness Program**

The City recognizes the importance of bargaining unit members' physical fitness and therefore agrees to make the use of the City's Fitness Center(s) free of charge for bargaining unit members.

**Section 9: Take-home Vehicle Program**

Due to the need for employees to report to assigned incidents in a timely manner, Fire Inspectors (including the Fire Inspector/Training Specialist and the Senior Fire Inspector) shall be eligible to participate in the Take-home Vehicle Program, pursuant to the City's Take-Home Vehicle Policy Administrative Order.

**Section 10: Death Benefits**

At minimum, City shall provide line of duty death benefits as required by County, State, and Federal laws.

**Section 11: Leave Benefits**

Bargaining unit members are eligible for a variety of leave benefits, as detailed in the "Leave Benefits" article of this Agreement.

## ARTICLE 22

### LEAVE BENEFITS

#### Section 1: Types of Leave

This Article, "Leave Benefits," provides for the following types of leave available to bargaining unit members:

- A. Vacation Leave (*Section 2*)
- B. Sick Leave (*Section 3*)
- C. Donated Leave (*Donations of Sick or Vacation Leave*) (*Section 4*)
- D. Holidays (*Section 5*)
- E. Personal Leave (*Section 6*)
- F. Job Basis Leave (*Section 7*)
- G. Compensatory Time (*Section 8*)
- H. Bereavement Leave (*Section 9*)
- I. Jury Duty (*Section 10*)
- J. Military Leave (*Section 11*)
- K. Leave of Absence Without Pay (*Section 12*)
- L. Administrative Leave (*Section 13*)
- M. Family and Medical Leave Act (FMLA) (*Section 14*)
- N. Non-occupational Disability Leave (*Section 15*)
- O. Occupational Disability Leave (ODL) (*Section 16*)
- P. Absence without Leave (*Section 17*)

#### Section 2: Vacation Leave

- A. Purpose: Leave for personal use.
- B. Accruals:
  - 1. Day Employees:
    - a. Fewer than four (4) years of service = .0385 hours vacation accrual per each regularly scheduled paid hour
    - b. Completion of four (4) years of service = .0577 hours vacation accrual per each regularly scheduled paid hour
    - c. Completion of seven (7) years of service = .0770 hours vacation accrual per each regularly scheduled paid hour
    - d. Completion of ten (10) years of service = .0962 hours vacation accrual per each regularly scheduled paid hour
  - 2. Shift Employees (FLSA Non-exempt)\*:
    - a. Fewer than four (4) years of service = .0481 hours vacation accrual per each regularly scheduled paid hour

- b. Completion of four (4) years of service = .0674 hours vacation accrual per each regularly scheduled paid hour
  - c. Completion of seven (7) years of service = .0866 hours vacation accrual per each regularly scheduled paid hour
  - d. Completion of ten (10) years of service = .0962 hours vacation accrual per each regularly scheduled paid hour
3. Shift Employees (FLSA Exempt)\*:
    - a. Fewer than three (3) years of service = .0481 hours vacation accrual per each regularly scheduled paid hour
    - b. Completion of three (3) years of service = .0674 hours vacation accrual per each regularly scheduled paid hour
    - c. Completion of six (6) years of service = .0866 hours vacation accrual per each regularly scheduled paid hour
    - d. Completion of nine (9) years of service = .0962 hours vacation accrual per each regularly scheduled paid hour
  4. \*Shift Employees who are temporarily assigned to a Day Schedule pursuant to Section 1.A.3 of the "Hours of Work and Overtime" article shall only accrue vacation leave on regularly scheduled hours actually worked or substituted with paid leave.
  5. Bargaining unit members hired as a Shift Employee by December 31, 2021 shall have their vacation leave balances increased by forty-eight (48) hours each upon adoption of this Agreement and an additional twenty-four (24) hours each in October 2025. Bargaining unit members must still be employed by the City and a member of the bargaining unit when the balances are increased in order to be eligible for this benefit.

C. Balance Caps and Annual Payout:

1. **FLSA non-exempt employees with fewer than ten (10) years of service** may accumulate up to two hundred (200) hours of vacation leave (for Day employees) and two hundred forty (240) hours of vacation (for Shift employees) as of the last day of the pay period including November 1<sup>st</sup> of any year, at which point no further accumulation shall occur until the vacation leave balance is less than two hundred (200) hours (for Day employees) or two hundred forty (240) hours (for Shift employees).
2. **FLSA non-exempt employees with at least ten (10) years of service\*** may accumulate up to two hundred forty (240) hours of vacation leave (for Day employees) and two hundred eighty (280) hours of vacation leave (for Shift employees) as of the last day of the pay period including November 1<sup>st</sup> of any year, at which point no further accumulation shall occur until the vacation leave balance is less than two hundred forty (240) hours (for Day employees) or two hundred eighty (280) hours (for Shift employees). Employees shall be paid for any accumulations over the applicable annual cap, one (1) time per year up to a maximum payment of eighty (80) hours.  
*\*This paragraph has been updated to correct a Scrivener's error that inadvertently omitted the explanation in the agreed-upon difference for Day and Shift employees. This version accurately reflects the agreement.*

3. **FLSA-exempt employees (i.e., Battalion Chiefs) with fewer than ten (10) years of service** may accumulate up to two hundred eighty (280) hours of vacation leave as of the last day of the pay period including November 1<sup>st</sup> of any year, at which point no further accumulation shall occur until the vacation leave balance is less than two hundred eighty (280) hours. Employees shall be paid for any accumulations over two hundred eighty (280) hours, one (1) time per year up to a maximum payment of forty (40) hours.
4. **FLSA-exempt employees (i.e., Battalion Chiefs) with at least ten (10) years of service** may accumulate up to two hundred eighty (280) hours of vacation leave as of the last day of the pay period including November 1<sup>st</sup> of any year, at which point no further accumulation shall occur until the vacation leave balance is less than two hundred eighty (280) hours. Employees shall be paid for any accumulations over two hundred eighty (280) hours, one (1) time per year up to a maximum payment of eighty (80) hours.
5. The City Manager has sole authority to provide an extension for an employee to bring the vacation balance to the required level prior to stopping further accumulations, if the employee and Fire Chief demonstrate extenuating circumstances.

D. Payment Upon Entering FRS DROP:

1. Employees entering the Florida Retirement System (FRS) Deferred Retirement Option Program (DROP) **with fewer than fifteen (15) years of City service** will be afforded a one-time election to get paid out for up to two hundred forty (240) hours of accrued vacation in order for the pay to be calculated into the average final compensation, pursuant to FRS and Florida Statutes requirements.
2. Employees entering the Florida Retirement System (FRS) Deferred Retirement Option Program (DROP) **with at least fifteen (15) years of City service** will be afforded a one-time election to get paid out for up to three hundred twenty (320) hours of accrued vacation in order for the pay to be calculated into the average final compensation, pursuant to FRS and Florida Statutes requirements.
3. To be eligible to participate, employees must submit the required form to the Finance & Administrative Services Department's Payroll personnel at least two (2) weeks prior to the DROP start date.

- E. Payment Upon Separation: A non-probationary employee, or the employee's designated beneficiary in case of death, shall receive full payment for all earned vacation leave, not to exceed five hundred twenty (520) hours, minus the number of hours paid out upon entering the deferred retirement option program

(DROP)\*, if applicable, upon separation of service at the rate of the employee's final hourly pay rate. Probationary employees (except those serving a promotional probation who have completed the initial probation) shall receive no payment upon separation of service. *\*Example: If an employee opts to have two hundred (200) hours paid out upon entering DROP, the employee's leave that is eligible to be paid out upon separation is limited to three hundred twenty (320) hours (calculated by subtracting the two hundred (200) hours paid upon entering DROP from the regular five hundred twenty (520)-hour cap described in this paragraph).*

### **Section 3: Sick Leave**

- A. Purpose: Leave for personal or "immediate family member's" illness, injury, disability, including pregnancy-related illness or disability, or medical appointments.
- B. Accruals: Shift employees\* shall accrue .0577 hours of sick leave per each regularly scheduled paid hour. Shift employees who are temporarily assigned to a Day schedule pursuant to Section 1.A.3 of the "Hours of Work and Overtime" article of this Agreement only accrue sick leave on regularly scheduled hours actually worked or substituted with paid leave. Day employees shall accrue .0462 hours of sick leave allowance for each regularly scheduled paid hour.
- C. Balance Caps and Annual Payout: If an employee accumulates over five hundred twenty (520) hours as of the last day of the pay period including November 1 of any year, the City shall convert for cash payment to the employee all sick leave over five hundred twenty (520) hours, calculated at fifty percent (50%) of the hourly pay rate for employees with at least three (3) years of service, seventy-five percent (75%) of the hourly pay rate for employees with at least fifteen (15) years of service, and one-hundred percent (100%) for employees with at least twenty (20) years of service. Payment of this conversion shall be made on the pay period that includes December 1st.
- D. Usage:
  - 1. Sick leave shall not be considered as a right which an employee may use at the employee's discretion. It shall be considered as a privilege, which shall be allowed only in the case of personal or an immediate family member's illness, injury or disability, including pregnancy-related illness or disability, or for medical appointments.
  - 2. Any employee requesting leave for the reasons listed in this Section (with the exception of non-FMLA medical appointments) shall be required to use sick leave. If sick leave has been exhausted, the employee shall use any remaining paid leave to make up the difference.

3. Sick leave may not be used prior to actually being accrued.
4. Employees may be eligible to convert sick leave annually to offset the employee's medical insurance deduction, pursuant to the Group Health Insurance Administrative Order.
5. No more than forty (40) hours for Day employees and seventy-two (72) hours for Shift employees in any calendar year may be taken as sick leave due to illness within the immediate family. This limitation does not apply to an employee who meets the definition of extraordinary circumstances as defined in the Donated Leave section or whose leave qualifies as Family and Medical Leave.
6. In the event that an employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to submit a leave request as soon as the employee is aware of the need, and the employee may be required to submit to the Human Resources and Risk Management Department the reason for requesting such sick leave and medical certification.
7. Employees shall be required to begin using sick leave on the date which their qualified healthcare provider certifies that they are medically unable to perform their normal duties and shall notify the supervisor of the anticipate date they anticipate being able to return to work.
8. An employee on sick leave may be required to provide the Human Resources and Risk Management Department medical documentation prior to returning to work.
9. Requests for sick leave (regardless of whether the requests are unanticipated or anticipated) in conjunction with regular days off, other approved leave, or holidays, or requests that otherwise reveal a pattern may be scrutinized more closely than those taken at other times and may require medical certification.
10. Employees shall enter a leave request for unanticipated sick leave on the form and in the manner prescribed immediately upon return to work in the event the need for leave was not foreseen.
11. Employees may be required to submit to the Human Resources and Risk Management Department a medical certification, signed by a physician or mental health provider, stating the nature of the illness, injury, or disability, that the employee or the employee's immediate family member has been incapacitated for the period of absence, and that the employee is able to perform the employee's job duties.

12. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action, including, but not limited to suspension or dismissal, and the Fire Chief or designee is authorized to make any investigation of benefits claimed under this Section deemed necessary and to disapprove any claims not properly substantiated.
  13. The Labor Management Committee will work together to develop a fair and objective method of measuring sick leave and defining a "pattern" (as referenced in Section 3.D.9 of this Article, "Leave Benefits") for the purpose of performance evaluations and disciplinary action.
- E. Payment Upon Separation: Upon separation from the city, an employee, or the employee's designated beneficiary, will be paid for accumulated sick leave at their pay rate at the time of separation as follows:
1. Resignation, retirement, or layoff in good standing after completion of twenty (20) years of continuous service—One hundred percent (100%) of each hour accumulated.
  2. Resignation, retirement, or layoff in good standing after completion of fifteen (15) years of service, but less than twenty (20) years of service—Seventy-five percent (75%) of each hour accumulated.
  3. Resignation, retirement, or layoff in good standing after completion of three (3) years of service, but less than fifteen (15) years of service—Fifty percent (50%) of each hour accumulated.
  4. Resignation or layoff with less than three (3) years of service—No payment.
  5. Termination or resignation not in good standing—No payment.
  6. The City Manager has the sole discretion to authorize payouts of up to one hundred percent (100%) of accrued leave in situations involving reorganization, separation agreements, retirement incentives, and other situations that are in the best interest of the City.
- F. Sick Leave Incentive: Any Shift employee covered under this Agreement who does not use sick leave (with the exception of donating sick leave to another employee pursuant to Section 4, "Donated Leave" of this Article) for a period of six (6) consecutive months shall be awarded twelve (12) additional hours of vacation leave, not to exceed twenty-four (24) hours in any twelve (12) month period. No part of any consecutive six (6) month period for which the employee has earned additional vacation leave may be used to satisfy any future award of additional vacation leave.

**Section 4: Donated Leave (Donations of Sick and Vacation Leave)**

- A. Bargaining unit employees may donate accrued sick/vacation leave to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time and when the employee has exhausted all accrued types of leave available. In no case shall bargaining unit employees be permitted to donate sick leave if their accrued sick leave balance would be less than ninety-six (96) hours after donation. Bargaining unit employees who have given notice of their resignation from employment with the City may not donate sick and/or vacation leave.
- B. Extraordinary circumstances shall be defined as a life-threatening or incapacitating illness or injury to the employee or employee's immediate family member as defined in this Agreement.
- C. The employee (or a supervisor on the employee's behalf) must submit a request, in writing, for permission to solicit donations of accrued leave from other employees to the Director of Human Resources or designee and shall specify the employee's name, reason(s) for requesting such donations of accrued leave and estimated duration of absence, if known. The request shall be accompanied by a certification from a medical doctor or licensed psychologist verifying such illness or injury. Such request shall require the review of the Director of Human Resources, or designee, who shall review said request within five (5) calendar days. Said review shall verify the medical doctor's or licensed psychologist's certification and shall ascertain that the requirements of Subsection 4.B above have been met. Approval of said request shall not be unreasonably withheld. If such a request is denied, the employee has the right of appeal through the procedure outlined in the "Grievance and Arbitration" article of this Agreement.
- D. Upon approval of such request, the Director of Human Resources or designee shall make available a supply of Donation of Sick/Vacation Leave forms to employees willing to donate accrued leave time. The donation shall be made as a free and voluntary act and no duress or coercion shall be placed upon an employee to make such donation of accrued leave. Employees who are utilizing donated leave to cover their absences may not donate leave until such time as they have returned to work full time, and any excess donations made to them have been returned to those who donated leave as outlined in Subsection 4.F below.
- E. Donations of leave shall be made during a fourteen (14) calendar day period, beginning with the first day after formal approval by the Director of Human Resources or designee and ending fourteen (14) calendar days later. Forms will be date stamped and all time donated shall be in full-hour increments and shall be credited to the employee on an hour-for-hour basis. When such

donated leave is used and falls below one hundred (100) hours, the Director of Human Resources shall be notified by the Fire Chief or designee that additional donations of accrued leave shall be necessary and a further fourteen (14) calendar day period shall be provided for donations to be made in order to keep the employee in a paid status. No more than three (3) donation periods shall be established per extraordinary circumstance or other FMLA qualifying event. An employee shall return to work for a minimum of one (1) workweek prior to an additional three (3) donation periods being authorized for a different qualifying event. A monthly update of the condition of the employee/immediate family member, using a Fitness for Duty Form, shall be completed by the attending medical care provider and submitted to the Human Resources Director, unless prohibited by law. Said update shall be considered a medical document and, as such, is exempt from disclosure as a public record pursuant to Florida law.

- F. In the event of excess donations received but not used due to early recovery or separation of employment, all donations received but not utilized shall be returned to the donating employee(s) based on the proportion of hours that employee donated in relation to the total hours donated by all employees (e.g. an employee who donates fifty (50) hours of four hundred fifty (450) hours total donated shall be credited with 50/450 of the hours not utilized). Such returned leave shall be reflected in the appropriate leave balance as soon as possible. *Note: Employees who separate employment prior to the return of any excess donations are not eligible for the returned leave or any associated cash value.*
- G. The employee shall immediately notify the Director of Human Resources or designee, in writing, of the employee's return to work or of any major change in the employee's/immediate family member's physical condition.

**Section 5: Holidays**

- A. Observed Holidays: For the purpose of this Section, the following eleven (11) full-day holidays and two (2) half-day holidays shall be observed:
  - 1. New Year's Day
  - 2. Martin Luther King Junior's Birthday
  - 3. Presidents' Day
  - 4. Memorial Day
  - 5. Juneteenth
  - 6. Independence Day
  - 7. Labor Day
  - 8. Veterans' Day
  - 9. Thanksgiving Day
  - 10. Day after Thanksgiving Day
  - 11. Christmas Day
  - 12. Christmas Eve – Half Day
  - 13. New Year's Eve – Half Day

B. Compensation for Holidays:

1. Shift Employees – Shall receive twelve (12) hours of straight pay per holiday (six (6) hours for Christmas Eve and New Year’s Eve), regardless of whether the employee works or is scheduled to work on the holiday. Shift employees assigned to a Day shift when a holiday occurs on a day otherwise scheduled to work will receive the paid leave benefit provided to Day employees in lieu of the twelve (12) hours of holiday pay.
2. Day Employees – Shall receive ten (10) hours of paid holiday leave per holiday (five (5) hours for Christmas Eve and New Year’s Eve). In the event a holiday (or observed holiday\*) occurs on a regularly scheduled day off, employees shall receive compensation or vacation leave time in lieu of paid holiday leave, whichever department operations permit. *\*The City typically observes holidays that occur on a Sunday the following Monday.*

The 2024 Juneteenth holiday shall be compensated retroactively for Day employees upon adoption of this Agreement.

**Section 6: Personal Leave**

A. Purpose: Leave for personal business, which must be used within the calendar year, with no carryover of Personal Leave from year to year permitted.

B. Accrual:

1. Day Employees

- a. Current employees, as well as new employees hired before April 1st of any calendar year, shall be granted sixteen (16) hours of personal leave for that calendar year.
- b. New employees hired on or after April 1st of any calendar year shall be granted twelve (12) hours of personal leave for that calendar year.
- c. New employees hired on or after July 1st of any calendar year shall be granted eight (8) hours of personal leave for that calendar year.
- d. New employees hired on or after October 1st of any calendar year shall be four (4) hours of personal leave for that calendar year.

2. Shift Employees

- a. Current employees, as well as new employees hired before April 1st of any calendar year, shall be granted twenty-four (24) hours of personal leave for that calendar year.
- b. New employees hired on or after April 1st of any calendar year shall be granted eighteen (18) hours of personal leave for that calendar year.

- c. New employees hired on or after July 1st of any calendar year shall be granted twelve (12) hours of personal leave for that calendar year.
  - d. New employees hired on or after October 1st of any calendar year shall be six (6) hours of personal leave for that calendar year.
- C. Usage: Personal Leave may be scheduled and used in accordance with the Fire Rescue Department's policy and procedures for leave requests.
- D. Employees transferring or promoting from a classification within the bargaining unit or City entitled to a different number of personal hours will have the personal hours balance adjusted the first calendar year of the position change on a prorated basis depending on the month of the transfer.
- E. No payment will be made upon separation from City service for any unused personal leave.

**Section 7: Job Basis Leave**

- A. Purpose: To provide compensation to FLSA-Exempt employees who are not ordinarily eligible for overtime pay or compensatory leave, for working an extensive number of hours in excess of normal working hours to complete assignments or special projects.
- B. Accrual: Battalion Chiefs shall be granted forty-eight (48) hours of job basis leave per calendar year, pro-rated the first year promoted (e.g. promoted prior to June 1st = 24 hours, promoted on or after June 1st through December 1st = 48 hours).
- C. No carry-over of Job Basis leave will be permitted from year-to-year.
- D. No payment will be made upon separation from City Service, nor will carryover be permitted from calendar year to calendar year.

**Section 8: Compensatory Leave**

- A. Accrual: With the exception of extenuating budgetary or operational needs, overtime shall typically be compensated in the form of overtime pay. However, employees who are non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) may request to earn compensatory time at the rate of one-and-a-half times the hours worked in lieu of overtime pay, subject to the Fire Chief's or designee's approval.
- B. Cap: Employees may accrue up to a maximum of two hundred forty (240) hours of compensatory time, not to exceed the maximum amount allowed by law.

- C. Usage: Employees shall be permitted to use accrued compensatory time within a reasonable period after it is earned if it does not unduly disrupt the operations of the Department by following the Department's leave request procedures.
- D. Payment Upon Separation: Upon separation from the City for any reason, employees shall be paid all compensatory time accrued, pursuant to the FLSA.
- E. Payment Upon Promotion: FLSA-exempt employees are not eligible for compensatory time. FLSA non-exempt employees who are promoted into FLSA-exempt classifications shall have any compensatory time balance paid in accordance with the FLSA.

**Section 9: Bereavement Leave**

Bereavement leave with pay shall be permitted for up to the average number of regularly scheduled hours in one (1) workweek (*i.e., forty (40) hours for employees on day schedules and forty-eight (48) hours for employees on shifts*) for an employee to grieve, tend to the final arrangements, and/or attend funeral services following the death of an "immediate family member." Any additional leave requested shall be charged to vacation leave, personal leave, compensatory time, job basis leave, or leave without pay if no paid leave is available. Although bereavement leave shall typically be taken immediately and consecutively, delayed or non-consecutive leave may be approved within a reasonable timeframe as necessary to attend services or tend to related matters. The Fire Chief or designee may require proof of the death before bereavement leave is approved and paid.

**Section 10: Jury Duty**

Employees who are legally summoned to serve Jury Duty shall be approved for leave when serving on a regularly scheduled workday, as follows:

- A. Employees must notify their supervisor immediately upon receiving a Jury Duty Summons, follow department procedures for submitting leave requests, and provide a copy of the Jury Duty Summons to the Assistant Fire Chief of Operations through the chain of command.
- B. Shift employees who are required to report for Jury Duty on the day following a regularly scheduled workday shall be released from work at 8:00 p.m. with paid Jury Duty Leave through the remainder of their shift in order to have adequate rest and travel time before reporting to Jury Duty.
- C. Shift employees who are required to serve Jury Duty on a regularly scheduled workday shall report to work for the remainder of the shift upon release from

Jury Duty if they are not scheduled to return to Jury Duty the following day. If they are scheduled to return to Jury Duty the following day, they will receive paid Jury Duty Leave for the remainder of their shift in order to have adequate rest and travel time before reporting to Jury Duty the following day.

- D. Employees on a day schedule (including those temporarily assigned to a day schedule) shall be released from work with paid Jury Duty Leave for each regularly scheduled workday they serve Jury Duty.
- E. Employees are not entitled to compensation from the City for Jury Duty that occurs on days that the employee is not regularly scheduled to work.
- F. The City reserves the right to deny or withhold from employees' usual wages or salary an amount equal to the statutory fees to which the employee is entitled for performing jury duty.

**Section 11: Military Leave**

An employee who presents official orders requiring attendance for a period of training or other active duty as a member of the United States Armed Forces or the State of Florida National Guard shall be entitled to military leave with no loss of pay for the periods of time provided by Federal and/or State law and as detailed in the City's Military Leave Policy, in addition to any pay received from the Federal or State government. Authorized leave of absence for additional or longer periods of time for assignment to duty functions shall be without pay and shall be granted by the City in accordance with Federal and State Laws. The appropriate provisions of Federal and State laws shall apply to the reemployment of employees granted a leave of absence on active military duty.

Additionally, an employee who presents official orders requiring attendance for a period of training or other active duty as a member of the Florida State Guard shall be entitled to leave and may choose to use accrued paid leave or use leave without pay, unless otherwise required by Florida Statutes.

**Section 12: Leave of Absence Without Pay**

An Employee covered by this Agreement may be granted leave of absence without pay for sickness, disability, or other good and sufficient reasons, which are in the best interests of the City, typically once all appropriate paid leave options have been exhausted.

- A. The Fire Chief may authorize up to thirty (30) days' leave without pay to an employee of the Fire Rescue Department.

- B. The City Manager may authorize additional leave without pay for up to one (1) year.
- C. Seniority and service time for longevity pay and vacation benefits shall not be lost while an employee is on leave without pay, with the exception, however, that employees on leave without pay for more than thirty (30) consecutive days shall have longevity paid on a prorated basis, based on the number of full months worked, for the year(s) during which the leave of absence occurred.
- D. Employees on leave without pay will not accumulate sick leave or vacation leave during their leave without pay nor be eligible for holiday pay, City insurance contributions, insurance opt-out payments, cell phone stipends, clothing allowance, or other payments related to actively working, unless required by law.
- E. Employees on leave may not work for another employer during their leave unless such employment is part of the purpose of the leave (e.g., internships as part of an educational program). The determination of appropriate employment while on leave without pay shall rest solely with the City Manager.
- F. In the case of a request for an unpaid leave of absence due to a prolonged illness or disability due to injury, the employee must file for FMLA leave as well, and such request must be accompanied by a fitness-for-duty form completed by a physician's or licensed psychologist, identifying the illness or injury, explaining why the leave is needed, estimating how long the illness or disability due to injury will continue, and substantiating the need for continuing the leave as required by the Director of Human Resources. If the City so desires the employee on leave shall be examined by a physician or licensed psychologist selected by the City.
- G. An employee on a non-FMLA unpaid leave of absence shall not receive the City's contribution to the health insurance plan. However, the employee shall make the employee's own and the City's regular contributions to the Insurance benefits if the employee wishes to continue the coverage. Although employees on unpaid FMLA leave continue to receive the City's health insurance contribution, the employee must still make the employee's regular contributions in order to continue the coverage.

**Section 13: Administrative Leave (With or Without Pay)**

Any bargaining unit employee may be placed on Administrative Leave for reasons in the best interest of the City and/or employee (e.g. diffuse a work-related or personal problem that has the potential for escalation if left unchecked, and/or has a negative effect on department/division operations, and no other solution is available, or pending an internal or criminal investigation). Administrative Leave

shall be paid, except an employee charged with any felony may be placed on Administrative Leave without pay pending final disposition of the charge. Once the case is disposed of and an internal investigation has been conducted, employees who are found not to have violated any law or City or Fire Rescue Department policies warranting termination shall be eligible for reinstatement pending any screenings or requalification procedures necessary to ensure the employee's eligibility and fitness for duty . Employees who are reinstated shall be paid back pay and benefits for the period of the Administrative Leave without pay. Administrative Leave is not punitive and may not be used for matters of a disciplinary nature and therefore may not be appealed. Employees on paid Administrative Leave shall serve such leave during their regularly scheduled work shift and shall remain at their residence, or at another location as approved by the Fire Chief, unless their schedule is altered by the City in accordance with the "Hours of Work and Overtime" article of this Agreement.

**Section 14: Family and Medical Leave Act (FMLA)**

The City shall provide family and medical leave, pursuant to the Family and Medical Leave Act of 1993, as amended from time to time, with details provided in the Family and Medical Leave Act (FMLA) Administrative Order.

**Section 15: Non-occupational Disability Leave**

The City shall provide the short-term and long-term disability benefits detailed in the Leave Benefits and Group Insurance Program Administrative Orders.

**Section 16: Occupational Disability Leave**

- A. Definition - authorized absence from work due to injury or sickness incurred while on duty and directly related to work performed, excluding negligence on the part of the employee.
- B. Negligence - shall be defined as any action that is taken that is not necessary in the actual performance of duty. Sick leave accumulation shall be used in cases of negligence.
- C. Temporary Disability Benefits – Statutory required benefits that compensate an injured worker for lost wages due to a work-related injury or illness. The two types of temporary disability benefits that an employee may be entitled to during recovery to make up for some of the lost wages are as follows:
  - 1. Temporary Total Disability (TTD) Benefits – Shall be determined by the workers' compensation healthcare provider and refers to a work-related injury or illness that is anticipated to be temporary in nature but prevents the employee from working in any capacity.

2. Temporary Partial Disability (TPD) Benefits - Shall be determined by the workers compensation healthcare provider and refers to a work-related injury or illness that is anticipated to be temporary in nature but allows an employee to return to work with restrictions. Employees are only eligible for this benefit if they are unable to earn eighty percent (80%) of the wages they were earning at the time of the accident that led to their injury or illness.
- D. Maximum Medical Improvement (MMI) – Shall be determined by the workers’ compensation healthcare provider, and refers to the determination that further recovery from, or lasting improvement to, an injury or illness can no longer reasonably be anticipated, based upon reasonable medical probability.
- E. Occupational Disability Leave Eligibility – An employee who is eligible for Temporary Total Disability workers’ compensation benefits shall be eligible to use paid Occupational Disability Leave (ODL) as follows:
1. **Day one (1) through day fourteen (14) from the date of injury-** Paid ODL for one hundred percent (100%) of regularly scheduled hours. The Human Resources Director and/or designee may extend this period of full compensation if the worker’s compensation insurance provider has been unsuccessful in scheduling the employee’s first appointment within fourteen (14) days of the injury with a specialized health care provider due to the provider’s availability. However, this extension is only valid through day thirty (30) from the original date of injury.
  2. **Day fifteen (15) (unless delayed pursuant to Subsection 16. E.1. above) from the date of injury until the applicable termination date set forth below in Subsection 16. E.8.** – Paid ODL for seventy-five percent (75%) of regularly scheduled hours. Employees shall utilize sick leave, followed by vacation leave or any other leave time they have accumulated, to supplement their pay under this Section up to a maximum of one hundred percent (100%) of the employee’s regularly scheduled hours in effect at the time of sickness/injury.
  3. Any member injured while engaged in an “Expanded ODL Qualifying Event” as defined in Subsection 16. E.4. below, shall be entitled to and receive, for a period of up to ninety (90) days following the date of injury, the member’s full benefits and paid ODL for one hundred percent (100%) of the regularly scheduled hours. Following the above noted ninety (90) day period, the injured member will receive paid ODL for seventy-five percent (75%) of the employee’s regularly scheduled hours prior to injury, which shall continue until the applicable termination date set forth below in Subsection 16. E.8. If an employee is able to return to light duty and refuses to return to light duty, the additional “Expanded ODL Qualifying Event” benefit extension shall cease.

4. "Expanded ODL Qualifying Event" shall be defined and limited to specific situations in which an employee is actively taking firefighter- or paramedic-related actions. Such actions include:
  - a. Being involved in operations at the scene of an incident
  - b. Responding to or returning from an incident
  - c. Actively engaging in the physical hands-on components (i.e., not classroom training) of required and scheduled City-supervised training activities
  - d. Actively participating in the physical components of firefighter fitness activities applicable to fulfilling daily company training objectives
  - e. Actively performing required physical inspections of response equipment and vehicles

"Expanded ODL Qualifying Event" shall not include injuries incurred as a result of:

- a. Classroom training activities
- b. Participating in recreational or self-directed fitness activities
- c. Performing housekeeping duties and living activities at the station
- d. Negligence on the employee's part, including any action taken that is not necessary in the actual performance of duty

The above lists are not all inclusive. Each incident shall be reviewed on a case by case basis, and the Human Resources Director or designee shall determine if the incident is considered an "Expanded ODL Qualifying Event."

5. Employees shall utilize sick leave, followed by vacation leave, or any other leave time they have accumulated to supplement their pay under this Article up to a maximum of one hundred percent (100%) of the employee's regularly scheduled hours.
6. Because ODL is paid instead of the statutory workers' compensation temporary disability benefit, and is intended to provide at least the amount of compensation provided by the Florida Workers Compensation statutes, any and all Workers' Compensation payments for lost wages shall be assigned to the City. In the event that the ODL pay is less than the payment required by statute, the City shall pay the difference through payroll.
7. ODL shall be paid at the hourly rate in effect at the time of absence, with adjustments made for subsequent pay changes, such as pay-for-performance, cost of living adjustments, or position changes.

8. The Occupational Disability Leave benefit shall be paid during the period that the employee remains employed with the City and is eligible for TTD benefits per statute, which is expected to end at the point that the first of the following events occurs:
  - a. The employee is no longer eligible for Temporary Total Disability benefits by the workers' compensation provider; or
  - b. The employee reaches Maximum Medical Improvement (MMI) (this event alone shall not end paid ODL for Active On-Duty Actions); or
  - c. The employee is released to regular or light duty work; or
  - d. The employee separates from employment with the City.
9. As a condition of eligibility for Occupational Disability Leave, the employee shall comply with the City's instructions regarding medical treatment and follow-up with the approved workers compensation healthcare provider, and shall return to regular or light duty if the employee is to be able to return to regular or light duty in the opinion of the workers compensation healthcare provider. If such employee refuses to comply with the City's instructions regarding the claim, or refuses to return to regular or light duty, the benefit shall cease.
10. Upon termination of eligibility for paid Occupational Disability Leave, or upon separation of employment for any reason, the employee shall retain all statutory benefits provided for under workers' compensation law.
11. Upon termination of eligibility for paid Occupational Disability Leave, the employee shall be required to use accrued sick leave or other types of appropriate leave if sick leave has been exhausted, for medical appointments or other necessary leaves of absence.
12. The employee shall be required to cooperate in the treatment as prescribed by the City's designated worker's compensation healthcare provider(s) in order to obtain maximum medical improvement or recovery.
13. The ODL benefit shall be paid to employees for any regular hours missed during the shift when an injury incident occurs. If an employee is injured during a shift when the workers' compensation clinic is closed, the employee shall be paid the ODL benefit for the initial follow-up medical treatment at the workers' compensation clinic, which is to be completed within twenty-four (24) hours of the injury incident.
14. Regardless of ODL eligibility and termination provisions otherwise described in Subsection 16.E., employees suffering an injury related to an Expanded ODL Qualifying Event may use up to two (2) hours of ODL for ninety (90) days from the date of injury for each mandated medical appointment that cannot be reasonably scheduled during off-duty hours.\* Employees using ODL for medical appointments must submit the leave

request at least two (2) calendar days in advance and submit documentation to the Human Resources and Risk Management Department signed by the treating health care provider within seven (7) calendar days after the appointment in order to be eligible for ODL. Employees not eligible for Active On-Duty Action medical appointment ODL or who do not comply with the requirements in this Subsection will be required to use sick leave or other appropriate accrued leave for appointments occurring during work hours. *\*Employees are expected to make every reasonable effort to schedule appointments during off-duty hours. Compensation will not be provided for appointments attended during off-duty time.*

**Section 17: Absence without Leave**

The absence of an employee from regular assigned duties for a single day or part of day without proper authorization by the Fire Chief or designee, except in emergency situations, shall be deemed absence without leave. Any such absence shall be without pay and subject to disciplinary action. Three (3) days absence without notification shall be considered as a resignation not in good standing. An employee may be reinstated to employment if the position is still vacant by a showing of good cause to the Fire Chief, subject to the review of the City Manager, as to why notification was not possible.

## ARTICLE 23

### FITNESS FOR DUTY

#### Section 1: Fitness/Medical Screening

The health and safety of personnel is of utmost importance to the City. Therefore, as part of the City's Health and Wellness initiatives, the City may offer or require health screenings. Any mandatory screenings shall be paid by the City and either conducted during work hours or, if required to attend during off-duty hours, will be paid in accordance with the "Hours of Work and Overtime" article. With the exception of health screenings required by legislation or compliance with accreditation or safety standards or in compliance with any specific provision of this Agreement, any mandatory health screenings will be conducted only upon mutual agreement between the City and the Union.

#### Section 2: Drug Free Workplace

Employees must comply with the City's "Drug Free Workplace" Administrative Order, as may be amended from time to time. The Union and City agree to review and agree upon any changes to the policy that would impact bargaining unit members, with the exception of changes made to stay in compliance with statutory Drug Free Workplace requirements.

#### Section 3: Physical and Psychological Standards

- A. All prospective, current, reemployed, reinstated and transferred employees may be required to undergo a prescribed psychological and/or physical examination and/or drug and alcohol testing to be administered by a licensed health care provider and/or laboratory, designated by the City. The purpose of the examination will be to determine and certify the psychological and/or physical fitness of applicants or employees and to assess their ability to perform the essential duties and functions of the position for which appointment is being considered or in which they are employed, with or without reasonable accommodation.
- B. The City may require an employee to undergo a physical and/or psychological examination any time there are reasonable grounds to believe, based on objective factors or rational inferences, that the employee's health condition does not meet the necessary standard for efficient job performance, at the discretion of the Fire Chief or Human Resources Director or designee, and subject to the approval of the City Manager. The examination shall be paid for by the City and it shall be at the City's discretion as to what the examination will include.

- C. Determination of physical and/or psychological fitness to perform the work of the position will be by a health care provider, as appropriate, designated by the Human Resources Director or designee.
- D. When an employee of the City is reported by the examining health care provider to be physically and/or psychologically unable to perform the essential functions and duties of the employee's position, such employee, may indicate in writing to the Human Resources Director or designee the employee's intention to submit to be re-examined by a health care provider of the employee's choice at the employee's expense within seven (7) calendar days from the date of the notification of such determination by the examining health care provider; the employee's chosen health care provider must meet the City's criteria to be appropriate for the type of examination that may be required and must be approved by the Human Resources Director or designee in advance. Failure to provide this notification within the seven (7) calendar days to the Human Resources Director or designee will result in the City only accepting the evaluation of the initially designated health care provider; exceptions for extenuating circumstances such as inpatient care, hospitalizations or the employee being restricted by means outside of their control will be taken into consideration.

The evaluation by the employee's chosen health care provider shall be scheduled by the employee and all costs shall be incurred by the employee. The employee shall authorize the Human Resources Director or designee to correspond directly with the health care provider regarding the physical and/or psychological examinations and results. The employee has up to thirty (30) calendar days to provide the City with an evaluation report regarding the employee's ability to perform the essential duties and functions of the position.

- E. In the event that there is a difference of opinion between the employee's approved health care provider and the City's health care provider, the City Manager shall direct the Human Resources Director or designee to select a third health care provider to examine the employee..
- F. The City Manager, after having reviewed all three (3) health care providers' determinations, shall have the final and binding authority based upon the agreement of a majority of two (2) of the three (3) health care providers to determine the physical and/or psychological ability of the employee to perform the essential functions and duties of the employee's position, with or without reasonable accommodation, based upon reasonably similar recommendations by two (2) of the three (3) health care providers.
- G. In the event an employee is determined to be physically or psychologically unable to perform the essential functions of the employee's position, with or without reasonable accommodation, the City shall discuss reasonable accommodations with the employee, such as leave, temporary light duty, resources designed to facilitate the employee's recovery (e.g., Behavioral Health Access Program resources, Employee Assistance Program, etc.) and/or

reassignment to a vacant position for which the employee is qualified and able to perform the essential duties of the position. If no reasonable accommodations are available, then the employee's employment may be terminated, or the employee may choose to voluntarily resign, or, if eligible, retire from employment with the applicable benefits.

#### **Section 4: Temporary Light Duty**

- A. Temporary Light Duty assignments shall be available to employees to allow them to continue working when pregnancy, an injury, or a health condition (excluding cosmetic surgery that would not otherwise be considered a serious health condition as defined by the Family & Medical Leave Act) temporarily restricts them from performing the essential functions of their normal duties. Employees shall report to work on a temporarily revised schedule provided by a supervisor and be assigned to perform work that accommodates their restrictions, with the following parameters:
1. Limitations due to on-the-job injury - Temporary light duty assignments shall be granted for up to six (6) months from the date the employee's ability to perform the essential functions of the normal work duties becomes restricted due to an on-the-job injury. At the end of a temporary light duty assignment, an employee who has made progress and has a favorable prognosis for approaching release to unrestricted duty may be provided up to three (3) additional months of temporary light duty, as needed.
  2. Limitations due to pregnancy, childbirth, or related medical conditions under the Pregnant Workers Fairness Act (PWFA) - Temporary light duty assignments may be granted from the date the employee's ability to perform one or more of the essential functions of their normal work duties becomes restricted due to pregnancy, childbirth, or related medical conditions.
  3. Limitations due to off-the-job injury/health conditions – Temporary light duty assignments for limitations due to off-the-job health conditions shall be granted for up to three (3) months from the date the employee exhausts job-protected leave under the Family and Medical Leave Act (FMLA), as well as any reasonable leave extensions provided by the City. At the end of a temporary light duty assignment, an employee who has made progress and has a favorable prognosis for approaching release to unrestricted duty may be provided up to three (3) additional months of temporary light duty, as needed.
- B. Employees are required to provide supporting documentation from a qualified healthcare provider documenting the restrictions, ability to perform in a light duty capacity, and that they are expected to be released to unrestricted duty in the foreseeable future.

- C. Employees who are notified by Human Resources and Risk Management that they are authorized for a light duty assignment are responsible for coordinating the return to work date with their supervisors immediately.
- D. Once an employee who has been granted a Light Duty assignment is released to unrestricted duty, the employee is not entitled to further Light Duty assignments for additional periods of restriction (e.g., due to flare ups or subsequent surgeries/procedures) related to the original incident/injury.
- E. An employee performing a Light Duty assignment shall not receive Special Assignment premium pay while not actively working an assignment for such premium pay.
- F. The City may assign personnel to any Fire Rescue Department-related activity at any Fire Rescue Department work site provided that the assignment is within the member's certification and/or licensure status and that such activities are within the member's limitations, as determined by the health care provider. Employees working a Temporary Light Duty assignment shall work a schedule determined by the Fire Chief or designee that fits the operational needs of the department.
- G. Compensation and benefits during Temporary Light Duty is addressed in the "Hours of Work and Overtime" article of this Agreement and in any benefits provisions that detail how benefits are handled for shift employees temporarily assigned to work days.
- H. The Temporary Light Duty policy does not guarantee continued employment for any period of time in situations when employment may otherwise be terminated (i.e., offers no protection against termination for just cause, layoff, etc.).

## ARTICLE 24

### UNIFORMS AND EQUIPMENT

#### **Section 1: City-Issued Uniforms, Accessories, and Personal Protective Equipment (PPE)**

The City is committed to ensuring all employees have the uniforms, accessories, and personal protective equipment (PPE) needed to perform their job functions safely and effectively, as detailed in the Fire Rescue Department's Administrative Procedure.

#### **Section 2: Exclusive Use of Department Issued Uniforms, PPE, & Equipment**

All Fire Rescue Department-issued uniforms, PPE, and equipment will be used exclusively while on duty or at scheduled departmental-sanctioned events as determined by the Fire Chief.

#### **Section 3: Repair and/or Replacement**

- A. The City shall arrange for the repair or replacement of a member's uniform, PPE, and/or equipment as necessary due to normal "wear and tear" or damage during the member's performance of duties. Members in need of a repair/replacement shall submit a written (or e-mailed) request through the chain of command.
- B. Damage to or loss of the employee's uniform, equipment, or PPE as a result of the employee's own negligence shall be personally replaced by the employee.
- C. Employees who incur damage to personal equipment in the line of duty, at no fault of their own, shall have the equipment replaced at no cost to the employee up to the limits described herein. Documentation of the damage will be subject to incident investigation and shall be a prerequisite to payment of the cost involved by the City. It is agreed and understood that the term "personal equipment" as used in this paragraph is limited to prescription eyeglasses, prescription sunglasses, contact lenses, dental appliances, flashlight, watches, and any other item at the discretion of the Fire Chief and the Human Resources Director or designee. Prescription eyeglasses and prescription sunglasses shall be limited to four hundred dollars (\$400.00) per item. All other items shall be limited to two hundred fifty (\$250.00) dollars per item.

**Section 4: Cell Phone Stipend Policy**

Bargaining unit members, identified by the Fire Chief and approved by the City Manager, who are regularly required to be available by telephone or text when in the field or during off-duty hours shall be provided a cell phone allowance as provided by the City's Administrative Order.

## ARTICLE 25

### TERM OF AGREEMENT

- Section 1:** This Agreement, after having been first executed by both parties in accordance with applicable Florida Statutes and PERC regulations, and after having been ratified by the Employee Bargaining Agent and adopted by the City Commission of Coconut Creek, Florida, shall become effective upon adoption, and shall continue in full force and effect until September 30, 2026.
- Section 2:** The City and the Union agree to exchange a list of Articles/Sections the parties wish to bargain by April 1st of the final year of the Agreement term, although failure to do so by the date set forth does not negate either party's right to negotiate revisions in the terms and conditions of the Agreement.
- Section 3:** Collective bargaining shall commence no later than June 1st, unless an extension is mutually agreed to by the City and the Union in writing.
- Section 4:** It is agreed that the City will make available to the members of the bargaining unit an electronic copy of this Agreement.

## ARTICLE 26

### TOTAL AGREEMENT

- Section 1:** This Agreement constitutes the entire Agreement between the parties and no other written or oral statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- Section 2:** The parties further acknowledge that, during the collective bargaining sessions that resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement.
- Section 3:** This Agreement contains all benefits granted to employees covered by this Agreement. No other benefits exist by the Civil Service Code or otherwise, unless specifically set forth in this Agreement.
- Section 4:** Therefore, the City and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, provided, that the Union does not waive its right to impact bargaining in accordance with the law. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

## **ARTICLE 27**

### **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, which would supersede any provisions of this Agreement that are in direct conflict, the remaining parts or provisions of the Agreement shall remain in full force and effect. The parties shall promptly negotiate a substitute for the invalidated article, section or portion thereof.

DATE ADOPTED: 09/12/2024

RATIFIED BY UNION ON 09/11, 2024

METRO-BROWARD PROFESSIONAL FIRE FIGHTERS  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
(DISTRICT 16, COCONUT CREEK, FLORIDA)

[Signature]  
Authorized Representative

[Signature]  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

CITY OF COCONUT CREEK

By: [Signature]  
Sheila N. Rose, City Manager

This 12<sup>th</sup> day of September, 2024

ATTEST:  
[Signature]  
Joseph J. Kavanagh  
City Clerk

This 12<sup>th</sup> day of September, 2024

RATIFIED BY CITY COMMISSION ACTION ON 9/12, 2024

APPROVED AS TO LEGAL FORM AND SUFFICIENCY BY:

[Signature]  
Terrill C. Pyburn, City Attorney