

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CORAL SPRINGS, FLORIDA

AND

**METRO-BROWARD PROFESSIONAL FIRE FIGHTERS
LOCAL 3080, IAFF
DISTRICT 11, CORAL SPRINGS, FLORIDA**

January 19, 2023 - January 18, 2026

AGREEMENT

The City of Coral Springs, Florida ("City") and Metro-Broward Professional Fire Fighters, Local 3080, International Union of Fire Fighters ("Local 3080" or "Union") hereby enter into this Agreement establishing the terms and conditions of employment of the bargaining unit members referred to in Article 1 of this Agreement, preventing the interruption of work and interference with the efficient operations of the City, and providing an orderly, prompt, and equitable mechanism for the resolution of differences and promotion of harmonious relations between the City and Local 3080.

TABLE OF CONTENTS

AGREEMENT

CHAPTER I - RECOGNITION

Page

| | | |
|-----------|---------------------------------------|----|
| Article 1 | Recognition..... | 5 |
| Article 2 | Management Rights | 6 |
| Article 3 | No Strike Provision/No Lock-Out | 8 |
| Article 4 | Union Business | 9 |
| Article 5 | Payroll Deduction of Dues..... | 10 |
| Article 6 | Representation..... | 11 |

CHAPTER II - BENEFITS

| | | |
|------------|--|----|
| Article 7 | Wages..... | 12 |
| Article 8 | Special Assignments | 15 |
| Article 9 | Paid Leave..... | 22 |
| Article 10 | Group Insurance Benefits | 25 |
| Article 11 | On the Job Injury/Workers' Compensation..... | 26 |
| Article 12 | Pension Plan..... | 27 |
| Article 13 | Death Benefits..... | 28 |
| Article 14 | Holidays | 30 |
| Article 15 | Jury Duty..... | 31 |
| Article 16 | Longevity Pay | 32 |
| Article 17 | Prevailing Benefits/Policies | 33 |
| Article 18 | Evaluations..... | 34 |
| Article 19 | Modified Duty..... | 35 |
| Article 20 | Overtime | 37 |
| Article 21 | Overtime Distribution | 39 |
| Article 22 | Off Duty Details..... | 42 |
| Article 23 | Promotion/ Position Requirements | 43 |
| Article 24 | Sick Leave..... | 52 |
| Article 25 | Temporary Upgrades | 54 |
| Article 26 | Training..... | 56 |

CHAPTER III - GRIEVANCE

| | | |
|------------|--------------------------|----|
| Article 27 | Grievance Procedure..... | 57 |
| Article 28 | Arbitration..... | 59 |

TABLE OF CONTENTS

CHAPTER IV - GENERAL

| | | |
|------------|---|----|
| Article 29 | Court Appearance | 61 |
| Article 30 | Indemnification | 62 |
| Article 31 | Discipline and Discharge | 63 |
| Article 32 | Drug-Free Workplace | 65 |
| Article 33 | Integrity of the Fire Department | 66 |
| Article 34 | Medical Evaluations..... | 67 |
| Article 35 | Focus Group..... | 58 |
| Article 36 | Lay-Off and Recall | 68 |
| Article 37 | Minimum Response Staffing | 59 |
| Article 38 | Physical Plant Maintenance | 70 |
| Article 39 | Probation | 72 |
| Article 40 | Required Shift Change | 74 |
| Article 41 | Seniority | 75 |
| Article 42 | Shift Exchange | 63 |
| Article 43 | Station Assignment and Kelly Days | 76 |
| Article 44 | Uniforms and Equipment | 79 |
| Article 45 | Work Schedule..... | 82 |
| Article 46 | Specialty Team Deployment..... | 83 |
| Article 47 | Reopening Clause | 84 |
| Article 48 | Severability Clause | 85 |
| Article 49 | Term of Agreement..... | 86 |

**ARTICLE 1
RECOGNITION**

The City, in accord with Public Employees Relations Commission Certification 1188 and 1189, recognizes Local 3080 as the exclusive representative of the following employees:

- Battalion Chief
- Community Paramedic
- Driver Engineer
- Equipment Technician
- Fire Inspection Captain
- Fire Inspection Lieutenant
- Fire Inspector I
- Fire Inspector II
- Firefighter Paramedic
- Firefighter EMT
- Captain
- Lieutenant
- Public Education Officer

Any new positions or job titles will only be added through a mutual consent agreement or unit clarification petition through PERC. The parties will bargain over the terms and conditions of employment for such positions if included herein.

For purposes of this agreement, the following shall be considered as a single position for purposes of overtime distribution, Kelly days, station bids, position seniority, shift exchange, and working out of class: Firefighter/EMT and Firefighter Paramedic; and Fire Inspector I and Fire Inspector II.

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

Upon contract ratification, the Parties agree to jointly petition PERC to modify the above classifications 1188 and 1189 to include the classifications listed above.

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| <p style="text-align:center">ARTICLE 2 MANAGEMENT RIGHTS</p> |
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The Union and its members recognize and agree that the City has the sole and exclusive right to manage and direct any and all its operations. Accordingly, unless otherwise provided in this contract, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- a. Exercise control to manage, direct and supervise all employees of the City;
- b. Decide the scope of the service to be performed and the method of service;
- c. Hire and/or otherwise determine the criteria and standards of selection for employment;
- d. Fire, demote, suspend or otherwise discipline for just cause;
- e. Promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit; and to determine the number and types of positions as well as the number and types of positions in each designation in any plan which is or may be developed by the City;
- f. Transfer employees from location to location and from time to time;
- g. Lay off and/or relieve employees from duty due to lack of work;
- h. Rehire employees;
- i. Determine the starting and quitting time and the number of hours and shifts to be worked;
- j. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including the extent and frequency of training;
- k. Formulate and /or amend job descriptions;
- l. Merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- m. Contracting and/or subcontracting any existing or future work. However, this shall not relieve the City of the obligation to bargain over the impact of said contracting and/or subcontracting;
- n. Expand, reduce, alter, combine assign, or cease any job;
- o. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- p. Control the use of equipment and property of the City;
- q. Determine the number, location and operation of all departments and divisions thereof;
- r. Schedule and assign the work to the employees and determine the size and composition of the work force;
- s. Set procedures and standards to evaluate the City employees' job performance;
- t. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- u. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations.
- v. Formulate, amend, revise and implement City department policy, rules and regulations, provided, however, that such formulation, amendment, revision and/or implementation is neither arbitrary or capricious; require employees to observe and obey the City and

- departmental policies, rules and regulations;
- w. Establish, amend, revise and implement any programs and/or procedures, and to determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate, or merge any department or service, and to alter, combine, eliminate or reduce the structure of any City department, function, or any personnel amendment to or required by any function or department;
 - x. Maintain the efficiency of the operations of all departments of the City and have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.
 - y. Determine the need for Financial Urgency, as provided in the Florida Statutes. However, in the event of a Financial Urgency declaration, the City will:
 - Provide the Union 21 calendar days' notice prior to the declaration;
 - Provide information regarding the declaration of Financial Urgency as requested by the Union; and
 - Make its bargaining team available to negotiate at least twice before the expiration of the 21-calendar day notice period.

The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement are retained by the City, except as specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 3
NO STRIKE PROVISION/NO LOCK-OUT

The Florida Constitution grants public sector employees the right to bargain collectively, but also bans public employees from engaging in strikes. Accordingly, neither the Union nor any of its members shall participate in a strike against the City of Coral Springs, nor shall they instigate or support in any manner such a strike or other illegal concerted activity.

No employee, association, or department of the City of Coral Springs will participate in a lock-out against the Union and/or its members, nor shall the City or its agents and employees instigate or support in any manner such a lock-out.

Should a bargaining unit employee be found in violation of this provision, the City may discipline or discharge the employee, who shall have recourse to the grievance and arbitration articles of this agreement. At all times the City reserves the right to pursue any other penalties provided by law for violations of this article and the ban on strikes by public sector employees.

ARTICLE 4
UNION BUSINESS

The City agrees that the Union shall have access to the City's internal e-mail system, which shall be used only for the following notices: (a) grievance meetings/hearings; (b) communications from the Union District President or designated stewards to the Fire Chief; (c) communications from the Union District President or designated stewards to Bargaining Unit members for purposes of meeting and social gathering notifications; and (d) training and educational opportunities. No defamatory or derogatory material shall be posted on the e-mail system. Union communications through the City's email system constitute public record and that the Union, its stewards, and its bargaining unit members should have no expectation of privacy. The City shall have the right to monitor the communications through the City's email system to ensure compliance with this article of the contract.

On January 1 of each year, members shall have three (3) hours of annual leave deducted from the member's accrued leave and credited toward Union pool time except as provided for below. Union pool time shall be calculated and credited on an hourly basis. Union pool time may be used by the Union District President and/or his/her designee(s) to attend Broward union meetings, negotiations, other union-related business, or to conduct Coral Springs Professional Firefighters Benevolent Association business. City of Coral Springs Fire Pension Board member attendance at up to two FPPTA or State Pension Conferences per year will be paid by the City up to one shift per conference per member.

The Union District President, or designated representative of the Union, desiring to use time from the time pool shall submit a notice for approval at least twenty four (24) hours prior to the date of such use to the Fire Chief or his/her designee through the chain of command. Such approval will not be unreasonably denied.

The time pool shall not exceed one-thousand (1000) hours ("time pool maximum"). In the event that each member donating the three (3) required hours will result in the time pool exceeding the time pool maximum, the amount of annual leave deducted per member shall be reduced by a pro-rata amount as to not cause the time pool maximum to be exceeded.

Unused time pool hours may be carried forward to following years; however, the time pool may never exceed one-thousand (1000) hours. Time taken off from work, and for which the employee is paid from the pool, shall not count as time worked for overtime or premium pay purposes.

Any accident incurred by an employee whose time is being paid for by the time pool shall not be considered to have been incurred in the course and scope of his/her employment with the City within the meaning of Chapter 440, Florida Statutes as amended, except for injuries sustained while acting in the line of duty.

ARTICLE 5
PAYROLL DEDUCTION OF DUES

The City shall provide, at a cost of \$.10 bi-weekly per Union member, for the direct deduction of union dues from the salary of each Union member. This charge will be deducted from the total remittance sent to Local 3080. The amount of the deduction shall be periodically determined by the Union, which shall so inform the City in writing. The City shall not be obligated to make more than two changes in the dues rate per employee per year. The Union will be responsible for the charges incurred by the City for any subsequent changes. No deduction from any member shall be made by the City unless it has received a written authorization from such Union member.

The dues shall be deducted by the City in equal installments from each regular salary check. The total sum of all dues deductions collected by the City shall be accounted for and remitted to the treasurer of Local 3080 via wire transfer bi-weekly.

The City agrees to provide a second deduction for union members for matters other than dues, such as donations to the Coral Springs Professional Firefighters' Benevolent Association, under the same terms and conditions regarding authorization and amounts as set forth above, upon thirty days' written notice from the Union and the provision of signed authorizations. If a second deduction is elected, at an additional cost of \$.10 per Union member bi-weekly will be deducted from each remittance to Local 3080.

In the event a Union member should decide to discontinue the deduction of dues from their salary, that member shall provide written notice to the City and Union. The revocation of dues deduction shall become effective only thirty days after its receipt by the City and the Union.

The Union and the City shall jointly agree upon the forms to be used for authorization of deductions and authorization of the withholding of deductions. The Union agrees to defend and hold harmless against any claims, suits, orders or judgments brought or issued against the City based on any payroll deductions of dues as provided for in this article.

ARTICLE 6
REPRESENTATION

The City shall be represented by the City Manager or their designee(s). The City Manager or their designated representative(s) shall have sole 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 into with persons other than the City Manager or their designee(s) 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. It shall be the obligation of the City Manager or their designated representative to notify the Union in writing of any change in designation of the City's representative for the purpose of negotiations. Legal counsel and/or advisors to the City may attend any conference or meeting between the Union and the City.

The Union shall be represented by its President, the Coral Springs District President, or the Union's designee(s). The District President or their designated representative(s) shall have sole authority to conclude an Agreement on behalf of the Union, subject to ratification by the members of the bargaining units. It is understood that the designated representatives of the Union are the official representatives for the purpose of negotiating an Agreement. Any negotiations entered into with persons other than the President, the Coral Springs District 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. It shall be the obligation of the President, the Coral Springs District President, or the Union's designated representative(s) to notify the City in writing of any change in designation of the Union's representative for the purpose of negotiations. Legal counsel and/or advisors to the Union may attend any conference or meeting between the Union and the City.

The Union shall also designate in writing its 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. Any member receiving discipline in excess of a Letter of Reprimand in accordance with Article 31, Discipline and Discharge, shall have a union representative present.

**ARTICLE 7
WAGES**

Members will be compensated according to the following salary schedule based on 2,496 hours worked per year for shift employees and 2,080 hours worked per year for non-shift employees.

The pay ranges will be adjusted annually as detailed below:

Members will be compensated according to the following salary schedule based on 2,496 hours worked per year for shift employees and 2,080 hours worked per year for non-shift employees. The pay ranges will be adjusted annually as detailed below:

Effective 10-01-23

| Positions: | Minimum | Maximum |
|---|----------|-----------|
| Firefighter EMT | \$55,700 | \$83,175 |
| Firefighter Paramedic | \$61,908 | \$99,976 |
| Driver Engineer, Fire Inspector I, Community Paramedic, and Fire Equipment Technician | \$59,783 | \$104,973 |
| Lieutenant, Fire Inspection Lieutenant, and Fire Inspector II | \$62,455 | \$111,526 |
| Captain and Fire Inspection Captain, and Public Education Officer | \$69,858 | \$122,680 |
| Battalion Chief | \$78,037 | \$134,948 |

Effective 10-01-24

| Positions: | Minimum | Maximum |
|---|----------|-----------|
| Firefighter EMT | \$57,371 | \$85,670 |
| Firefighter Paramedic | \$63,765 | \$102,975 |
| Driver Engineer, Fire Inspector I, Community Paramedic, and Fire Equipment Technician | \$61,576 | \$108,122 |
| Lieutenant, Fire Inspection Lieutenant, and Fire Inspector II | \$64,328 | \$114,872 |
| Captain and Fire Inspection Captain, and Public Education Officer | \$71,953 | \$126,360 |
| Battalion Chief | \$80,378 | \$138,997 |

Effective 10-01-25

| Positions: | Minimum | Maximum |
|---|----------|-----------|
| Firefighter EMT | \$59,092 | \$88,240 |
| Firefighter Paramedic | \$65,678 | \$106,064 |
| Driver Engineer, Fire Inspector I, Community Paramedic, and Fire Equipment Technician | \$63,423 | \$111,366 |
| Lieutenant, Fire Inspection Lieutenant, and Fire Inspector II | \$66,258 | \$118,318 |
| Captain and Fire Inspection Captain, and Public Education Officer | \$74,112 | \$130,151 |
| Battalion Chief | \$82,789 | \$143,167 |

Merit Pay – Pursuant to Article 18, Evaluations, annually in the pay period including October 1, regardless of probationary status, all members will receive awards as specified below if performance is rated as meets expectations or higher.

| Summary of Wage Provisions | | |
|-----------------------------------|------------------------------|-------------------------------------|
| Fiscal Year | (%) Award for Non-Topped Out | Cash Bonus for Employees at Maximum |
| FY 2024 | 6.5% base salary increase | N/A |
| FY 2025 | 6.5% base salary increase | N/A |
| FY 2026 | 6.5% base salary increase | N/A |

Upon receiving Paramedic certification, a member classified as a Firefighter/EMT will receive an automatic reclassification to Firefighter/Paramedic and will receive a 10% increase in base pay (no retroactive pay adjustments will be made as a result of this provision). Upon receiving a Paramedic certification, a member classified as a Fire Inspector I or Fire Inspector II will, upon position availability and approval of the Fire Chief, receive a promotion to Firefighter/Paramedic and will receive a 5% increase. Fire Inspector I and Fire Inspector II will follow State of Florida Bureau of Fire Standards and Training certification requirements for those positions. After one (1) year in the Coral Springs Fire Department as a Fire Inspector I, a Fire Inspector I who meets the State Fire Inspector II qualifications will automatically be reclassified to Fire Inspector II and will receive a 5% increase. Reclassifications do not affect the initial probationary period, nor are they subject to extension of position probationary periods. Upon meeting the time requirements for Broward County Plans Examiner, Fire Inspector II employees are required to obtain the Broward County Board of Rules and Appeals designation of Plans Examiner within one (1) year. Failure to meet this requirement may result in a demotion to Fire Inspector I and a five (5) percent reduction in base salary.

Detail pay (assignments for which the City will be reimbursed from a third party) will be paid at the rate of \$ 55.00 per hour. All events hosted by the City and fire watches hosted by the City of Coral Springs or City of Parkland will be paid pursuant to Article 20, Overtime.

Any member who performs New Hire or In-Service training while off duty will be paid in

accordance with Article 20 Overtime.

Fire Inspector Standby Pay – Fire Inspectors who rotate standby duty will receive a \$50 per bi-weekly paycheck stipend. If called in, the member will receive compensation pursuant to Article 20, Overtime. A rotating call-out schedule will be used and maintained by the CRRD Captain. The rotating schedule will be as equitable as possible and will be posted where members will have visual access to the schedule. On call inspectors will have a paid lunch. All Fire Inspectors on standby shall have successfully complete initial probation or position probation (if transferring from another division) before being placed on the rotating schedule. In the event that an FTO is on standby, an employee on probation shall respond to the standby callout with the FTO. Probationary employees responding with the FTO may receive overtime, in accordance with Article 20, Overtime, but shall not receive Standby Pay.

Laundry Allowance –Members will receive a \$27.00 per pay period laundry allowance. The City will deduct applicable taxes on the laundry allowance.

Employees shall be paid bi-weekly every other Friday, as is the present practice. Direct deposit of regular and supplemental paychecks shall be required for all members. Pay deposit information shall be provided electronically.

A member serving as a Captain in the logistics division receive a cash bonus on the first regular payday following June 1 and December 1 of each calendar year. The cash bonus shall be 2% of the member's base salary as of the date of the cash bonus. A member that does not serve as a Captain in the logistics division for the six month period preceding the cash bonus will receive a pro-rated (with designation prior to the 14th of the month being considered a full month) annual cash bonus.

ARTICLE 8
SPECIAL ASSIGNMENTS

Section 1. The selection, assignment, and/or removal from any special assignment contained in this Article shall not be subject to any grievance or arbitration regardless of the purpose of such selection, assignment and/or removal. The City maintains the complete management right of unilaterally selecting, assigning, and/or removing any employee to any specialty assignment. Notwithstanding the foregoing, an employee will not be removed from a special assignment due to restrictions relating to on-the-job injuries so long as such restrictions do not exceed six (6) months.

Section 2. Openings of special assignments shall be posted for a minimum of fourteen (14) calendar days. The posting shall include the minimum qualifications required for the special assignment provided that length of service requirements may be waived by the Fire Chief in their discretion. In addition, an oral board interview may be required.

Section 3. Special Assignments are voluntary, and members shall not be ordered to serve on any Special Assignment Team. Notwithstanding the foregoing, any member assigned to community risk reduction may be ordered to serve as a Child Passenger Safety Technician.

Section 4. Dive Team Special Assignment

(a) Dive Team members will receive an annual cash bonus on the first regular payday following September 30 of each calendar year. Team members who do not serve on the dive team a full year will receive a pro-rated (with designation prior to the 14th of the month being considered a full month) annual cash bonus. The annual amount payable shall be as follows:

- a. Dive Team Member: \$2,500 annually;
- b. Shift Dive Team Leader: \$3,000 annually
- c. Dive Team Commander: \$3,250 annually,

(b) The Fire Chief will make every effort to select a minimum of 27 members on the Dive Team (exclusive of Chief Officers), including a Dive Team Commander and three (3) shift dive team leaders. This will include a minimum assignment of five (5) divers per shift. For purposes of the dive team to be considered in service, there must be a minimum of three (3) divers on duty; qualified Chief Officers may be included in the minimum.

(c) The minimum qualifications to receive this special assignment shall be as follows:

- Have served one (1) year and completed probation in the Coral Springs Fire

Department;

- Possession/Maintenance of an approved dive rescue certification designated by the Fire Chief or their designee ; and
- Completion of annual dive training.

Section 5. SWAT Medic Team Special Assignment

- (a) SWAT Medic Team members will receive an annual cash bonus on the first regular payday following September 30 of each calendar year. Team members who do not serve as a SWAT medic a full year will receive a pro-rated (with designation prior to the 14th of the month being considered a full month) annual cash bonus. The annual amount payable shall be \$2,400.
- (b) The Fire Chief will make every effort select a minimum of 9 members on the SWAT Medic Team.
- (c) Members assigned to the SWAT Medic Team shall receive reimbursement for the cost of a pre-paid legal defense policy.
- (d) The minimum qualifications to receive this special assignment shall be as follows:
 - Have served two (2) years as a Firefighter/Paramedic;
 - Must meet current Coral Springs Police Department qualifications; and once appointed must complete required SWAT training as determined by the Police Department Team Commander and as approved by the Fire Chief.

The parties agree that the due process provided for within Police Department Policy relating to Tactical Medical Professionals related to the use of force, including deadly force, when deployed during a SWAT operation shall be the policy utilized for investigations of Tactical Medical Professionals that are subject to this Collective Bargaining Unit. Such procedures shall at all times be substantially identical to the due process provided for within F.S.S. 112.532, the Police Officer Bill of Rights. For the avoidance of all doubt, it is the parties' intent that the policy for administrative investigation due process shall only apply to when a SWAT Medic acting as tactical medical professional uses force, including deadly force, while deployed on a SWAT operation. The due process policy for tactical medical professionals that use force when deployed during a SWAT operation, and all alterations thereto, shall be agreed upon by the Union and the City.

Section 6. Air Van Support Technician Special Assignment

- (a) Air Van Support Technicians who are on standby duty will receive a \$50 per bi-weekly paycheck stipend. If called in, the member will receive compensation pursuant to Article 20, Overtime.

- (b) A rotating call-out schedule will be used and maintained by the Chief Officer responsible for logistics. The rotating schedule will be as equitable as possible and will be posted where members will have visual access to the schedule.
- (c) The Fire Chief will make every effort to select a minimum of five (5) members to serve as Air Van Support Technicians.
- (d) The minimum qualifications to receive this special assignment shall be as follows:
 - Members must obtain and maintain the necessary Self-Contained Breathing Apparatus (SCBA) in-house repair certification; and
 - Be willing to be part of a rotational call-out schedule.

Section 7. Child Passenger Safety Technician Special Assignment

- (a) Child Passenger Safety Technician Special Assignment members will receive an annual cash bonus on the first regular payday following September 30 of each calendar year. Members who do not serve as a Child Passenger Safety Technician a full year will receive a pro-rated (with designation prior to the 14th of the month being considered a full month) annual cash bonus. The annual amount payable shall be \$720.
- (b) Members of the Community Risk Reduction Division shall be utilized to provide the Child Passenger Safety Technician Services and may be ordered by the Fire Chief to be a Child Passenger Safety Technician.
- (c) The minimum qualifications to receive this special assignment shall be as follows:
 - National Child Passenger Safety Certification

Section 8. Field Training Officers Special Assignment

- (a) Field Training Officers will receive an annual cash bonus on the first regular payday following September 30 of each calendar year. Members who do not serve as a Field Training Officer a full year will receive a pro-rated (with designation prior to the 14th of the month being considered a full month) annual cash bonus. The annual amount payable shall be \$2,400.
- (b) The Fire Chief will make every effort to select a minimum of five (5) members (with preference being one of each rank for Driver-Engineer through Captain with two Firefighter-Paramedics) per shift as a Field Training Officer. A minimum of one (1) for CRRD may be selected to serve as a Field Training Officer as needed.
- (c) The minimum qualifications to receive this special assignment shall be as follows:

- Three years with the Department;
- No Discipline in the previous two years; and
- Letter of recommendation from their District Chief or Battalion Chief. (Fire Marshal FOR CRRD).
- In addition to the above, candidates will be chosen based on an assessment process given by the Training Division.

Section 9. Training Division Special Assignment

- (a) Those assigned to the Training Division in accordance with this Section will receive a cash bonus on the first regular payday following June 1 and December 1 of each calendar year. The cash bonus shall be 3.25% of the member's base salary as of the date of the cash bonus. Team members who do not serve in the Training Division for the six month period preceding the cash bonus will receive a pro-rated (with designation prior to the 14th of the month being considered a full month) annual cash bonus.
 - (b) Training Division members during their training rotation shall be issued a city vehicle (as described in City policy #06.11.11) for the duration of their rotation.
 - (c) Members shall be required to bid on this Special Assignment. The bid for this Special Assignment will take place during the first week of August each year. The employee who is selected will begin the training rotation on October 1 of the same year.
 - (d) Should more than one member bid on an open position, the following selection process will be used A recommendation panel composed of five (5) members, (three (3) members appointed by the Fire Chief, One (1) Human Resource member and one (1) member appointed by the Union President), will evaluate the candidates based on experience and knowledge of the needed assignment. Each panel member will make a recommendation to the Fire Chief, who will make the final selection.
- (d) Training Division Rotation, Special Provisions:
- 1) The parties agree that a voluntary and temporary assignment bid system to rotate into the Training Division will be implemented and agree to the following with respect to the assignment. Notwithstanding anything in this Agreement to the contrary, the City maintains the complete management right to determine whether it will continue rotations to the Training Division.
 - 2) The assignment period will be twelve (12) months in duration.

- 3) Employees who are assigned to training, will be placed on a forty (40) hour work week schedule consisting of five (5) eight (8) hour or four (4) ten (10) hour days, at the discretion of management.
- 4) Hourly wages will be adjusted so that the employee's salary remains in accordance and in compliance with Article 7 of this Agreement.
- 5) All hours worked in excess of forty (40) hours will be paid in accordance with Article 20 of this Agreement relating to Overtime.
- 6) Employees will have the ability to flex their work hours with supervisor approval. Employees shall not be required to flex work hours to avoid the payment of overtime.
- 7) Employee evaluations will remain in compliance and in accordance with Article 18 of this Agreement relating to Evaluations. The Division Chief of Training will complete the evaluation of the employee.
- 8) While assigned to training, the employee's seniority and shift assignment, will be preserved.
- 9) In the event the employee was approved for vacation hours prior to being assigned to the Training Division (such as during the vacation bid process) the employee will have the option of keeping that vacation bid, provided that such bid will be reduced to reflect an eight (8) or ten (10) hour workday. Vacation hours approved and used by employees assigned to the Training Division will be considered separate from and will not be included in the number of shift members which may be granted annual leave in accordance with Article 9 of this Agreement.
- 10) Employees assigned to the Training Division will be paid holiday pay for the number of hours that the employee would have worked but for the recognized holiday for each city recognized holiday which falls during the rotation period. Members assigned to training will receive personal days as outlined in the City Policy pertaining to non-shift employees.
- 11) Although while temporarily assigned to training, the employee will be performing various job functions referenced in the training position's job description, all other terms and conditions of employment with the City will remain unchanged unless otherwise modified in this Section.
- 12) Any employee who accepts an assignment to the Training Division will remain on the shift overtime and detail lists.
- 13) Employees returning to a shift schedule from a temporary training assignment will not be subjected to the Fire Department's re-acclimation standard operating procedure or policy.

Section 10. Honor Guard/Pipes and Drums

- (a) Honor Guard/Pipes and Drums will receive an annual cash bonus on the first regular payday following September 30 of each calendar year. Team members who do not serve on the Honor Guard/Pipes and Drums a full year will receive a pro-rated (with designation prior to the 14th of the month being considered a full month) annual cash bonus. The annual amount payable shall be \$1,300.
- (b) Members who have passed initial probation may be appointed/removed as Honor Guard / Pipes and Drums Team Members at the discretion of the Fire Chief.

Section 11. Peer Fitness Coordinator

- (a) The Peer Fitness Coordinator will receive an annual cash bonus on the first regular payday following September 30 of each calendar year. Members who do not serve on the Peer Fitness Coordinator a full year will receive a pro-rated (with designation prior to the 14th of the month being considered a full month) annual cash bonus. The annual amount payable shall be \$2,500.
- (b) Minimum Requirements
 - a. Be a member of the Peer Fitness Team for 1 year;
 - b. Be a member of the Fire Department for at least 2 years;
 - c. Have the IAFF WFI Peer Fitness Trainer certification
 - d. Obtain the Peer Fitness/Performance Specialist (FPS) Certification within 2 years after appointment, if not already obtained; and
 - e. Obtain a letter of recommendation from a Chief Officer.

Section 12. Peer Support Coordinator

- (a) The Peer Support Coordinator will receive an annual cash bonus on the first regular payday following September 30 of each calendar year. Members who do not serve on the Peer Support Coordinator a full year will receive a pro-rated (with designation prior to the 14th of the month being considered a full month) annual cash bonus. The annual amount payable shall be \$2,500.
- (b) Minimum Requirements
 - a. Be a peer support team member for at least 1 year;
 - b. Be a member of the Fire Department for at least 2 years;

- c. Have one of the following certifications: UCF Peer Support, Illinois Peer Support, IAFF Peer Support, Nova Peer Support, North Carolina Peer Support; and
- d. Obtain a letter of recommendation from a Chief Officer.

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| ARTICLE 9 PAID LEAVE AND WELLBEING HOURS |
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Section 1. All members shall accrue annual leave in accordance with the below chart:

| <u>Service</u> <u>Anniversary</u> | <u>Hourly Accrual</u> <u>Rate</u> | <u>Annual</u> <u>Accrual</u> | <u>7K/Shift</u> <u>Hourly Accrual</u> <u>Rate</u> | <u>Annual</u> <u>Accrual</u> |
|--------------------------------------|--------------------------------------|---------------------------------|---|---------------------------------|
| 0 to 5 years | .05000 | 104 | .05769 | 144 |
| 5th year | .05385 | 112 | .06731 | 168 |
| 6th year | .05770 | 120 | .06731 | 168 |
| 7th year | .06154 | 128 | .06731 | 168 |
| 8th year | .06539 | 136 | .07692 | 192 |
| 9th year | .06924 | 144 | .07692 | 192 |
| 10th year | .07308 | 152 | .07692 | 192 |
| 11th year | .07308 | 152 | .07692 | 192 |
| 12th year | .07693 | 160 | .08654 | 216 |
| 13th year | .07693 | 160 | .08654 | 216 |
| 14th year | .08077 | 168 | .08654 | 216 |
| 15th year | .08077 | 168 | .08654 | 216 |
| 16th year+ | .08462 | 176 | .08654 | 216 |

Employees may accrue annual leave to a maximum of 248 hours for non-shift employees and 312 hours for shift employees. However, after an employee’s annual leave accrual reaches 248 (non-shift) or 312 (shift), as applicable, they may still earn annual leave as indicated above.

Section 2. ANNUAL LEAVE

A) Except as provided for in this Article, the parties agree to Administrative Policy 06.04.02 (Annual Leave) with respect to annual leave, Employees with greater than ten years of service shall have the ability to sell back sixty (60) hours of annual leave for shift employees and fifty (50) hours of annual leave for non-shift employees.

B) Employees may select advance annual leave as follows:

- 1) Annual leave for the following calendar year shall be selected by department seniority. Bids for Annual Leave for the next calendar year will take place between. October 1st and October 7th annually. Annual Leave bid selection shall be awarded and posted by November 1. Alternative dates may be utilized only if mutually agreed upon by the Union and the Fire Chief. Selection is on a shift- by-shift basis or day- by-day (for non-shift employees), with the employee with the greatest department seniority selecting first. Members may schedule up to 72 hours in a block of time or three separate shift choices

for annual leave per bid selection. For those bids that involve a City recognized holiday, members shall only be allowed to bid for one holiday per selection. Once all bid selections have been completed, then the process will start again using the same process as outlined above. An employee may skip advance annual leave selection, but in the event he/she does so, he/she moves to the bottom of the list for selection purposes. Once each employee has either used up to 72 hours or skipped their right to select twice, the list is closed. Upon completion of the bid process, and no later than November 1, the annual leave schedule will be reviewed and approved by the on-shift District Chief or his/her designee, who shall have the ability to deny bids based on departmental need. Any denials will be based on departmental seniority.

- 2) Requests for annual leave, outside of the bid process described above, are to be submitted to the immediate supervisor. for non-shift employees. Shift employee's leave requests are to be submitted to a Shift Chief or through the current electronic staffing program. All leave requests which are submitted less than seventy-two (72) hours prior to the time requested must be submitted to a Shift Chief, (Immediate supervisor for non-shift employees) for final approval. Approvals or denials shall be issued, in writing, within seventy-two (72) hours of the employees' request, (Except for requests made less than seventy-two (72) hours prior), with the grounds for the denial set forth, if the request is denied. Any request by a member to cancel scheduled annual leave must be made to a Shift Chief at least sixty (60) hours prior to the start of the shift for which the leave was scheduled (excluding members of CRR and Training).
- 3) Except as provided below, six (6) members per shift, and no more than one per position, except three (3) for the position of Firefighter, may be granted annual leave. For purposes of this article, Battalion Chief and Captain will be considered one position.
- 4) Additional members may be granted annual leave on a shift at the discretion of the Fire Chief or his/her designee.
- 5) Paid vacation may be used in lieu of sick leave, when the employee has exhausted sick leave, if all sick leave provisions relating to call in have been complied with.

Section 3. WELLBEING HOURS

- A) Shift employees shall receive twenty-four (24) wellbeing hours on January 1 of each year. All unused wellbeing hours expire December 31 of each year.
- B) Non-shift employees shall receive and use wellbeing hours in accordance with City

Administrative Policy 06.04.06.

- C) Wellbeing hours shall be stored in a separate leave bank and shall not be subject to conversion or cash-out.
- D) Shift employees shall receive one (1) additional employee beyond the maximum of six (6) for vacation off per shift, with approval from the Fire Chief or their designee.
- E) Wellbeing hours cannot be used on holidays recognized in Article 14 of this Collective Bargaining Agreement.
- F) Shift employees may only request wellbeing hours within ninety-six (96) hours of their scheduled shift start time.
- G) Shift members shall take well-being hours in 24-hour blocks.
- H) The use of wellbeing hours shall be awarded on a first come, first serve basis without regard to department or position seniority.

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| ARTICLE 10 |
| GROUP INSURANCE BENEFITS |

Section 1: During the term of this Agreement, unit personnel will be provided the group health, life, dental, vision and disability insurance plan at service levels and premium rates applicable to all City employees. The City shall not exceed an 80% and 20% cost sharing for health insurance for the term of this Agreement.

For the calendar year beginning January 1, 2023 only, the bi-weekly premium rates for that calendar year shall not exceed the following:

| | HRA | OAPIN | VISION | DENTAL |
|----------------|------------|--------------|---------------|---------------|
| Employee Only | 66.05 | 71.54 | 0.14 | 0.41 |
| Employee + One | 130.61 | 141.66 | 0.69 | 2.07 |
| Family | 194.50 | 211.05 | 1.38 | 4.12 |

The bi-weekly premium rates beginning the calendar year January 1, 2026 shall not exceed the following rates:

| | HRA | OAPIN | VISION | DENTAL |
|----------------|------------|--------------|---------------|---------------|
| Employee Only | 86.79 | 94.01 | 0.17 | 0.51 |
| Employee + One | 183.65 | 199.20 | 0.91 | 2.72 |
| Family | 291.23 | 315.99 | 1.93 | 5.79 |

Section 2: Benefits for Retired and Disabled employees will be provided in accordance with City Policy 06.04.01.01 (as written prior to October 1, 2019), Premiums - Retired and Disabled Employees.

Section 3: The City will comply with all state and federal laws that pertain to providing cancer insurance for all members of the Fire Department

ARTICLE 11
ON THE JOB INJURY/WORKERS' COMPENSATION

The parties agree to abide by Chapter 440 of the Florida Statutes concerning workers' compensation matters, including Section 112.1816, Florida Statutes, as may be amended from time to time. However, except as provided in Florida law, members injured during (a.) emergency response to an incident, at the scene of an incident, or while transporting patients to a medical facility, any of which require a Fire Department Incident Report or EMS report, (b.) participation in "hands on" training activities, (c.) participation in activities ordered by the Fire Chief or designee, which have been designated in writing by the Fire Chief as a high risk activity, and (d.) any and all terrorist attacks or exposure to bio-chemical warfare at any time while on duty will receive 100% of their base salary in lieu of workers' compensation for up to 1,248 hours per injury (1,040 for non-shift employees). After 1,248 hours for an injury (1,040 for non-shift employees), state law concerning payment of workers' compensation benefits will govern.

Members will make every effort to secure workers' compensation therapy appointments outside of their regular work schedule. However, if such appointments are not available, workers' compensation therapy appointments may be made during the member's regularly scheduled workday, without the member being required to utilize accrued leave to for these appointments. Such appointments shall not result in overtime. Non-shift members will be allowed to flex their schedules for off-duty hour appointments that occur on their regularly scheduled workday.

ARTICLE 12
PENSION PLAN

Section 1: Reference is made to the City of Coral Springs Firefighters Retirement Plan, the provisions of which are found in Chapter 12 of the City of Coral Springs, Florida, Code of Ordinances.

Section 2: Effective January 16, 2023, the following changes will be implemented for those retiring on or after January 16, 2023:

- The normal retirement date shall be reduced from 25 years to 23 years.
- Participants entering the DROP from 23 years of service until the conclusion of their 24th year of service shall contribute to the pension 9.25% of their base salary until they complete their 25th year of service.
- Pensionable wages may include up to \$10,000 of the following additional pay:
 - Overtime
 - Specialty assignment pay
 - Non-specialty assignment stand-by pay
 - Temporary Upgrade pay
 - Longevity pay
 - Holiday to cash
 - Critical incident pay

- All members shall increase their pension contribution to 9.25%

Section 3: For all members currently employed or retired from service, the following cost of living adjustment shall apply prospectively as of February 1, 2023:

- There shall be no cost of living adjustment within the first five (5) years of retirement.
- For years six (6) through fifteen (15) post retirement, there shall be a 2% cost of living adjustment.
- For year sixteen (16) and after post retirement, there shall be a 1% cost of living adjustment.

Section 4. The Union and City agree that upon contract ratification that the excess funds from Chapter 175 money paid to the pension fund shall be increased from \$1,169,685 per year to \$1,469,685 per year.

ARTICLE 13
DEATH BENEFITS

The contents of this Article, as well as additional death benefits provided by Federal, State, and other local resources shall be published on a City administered website, which is as of the day of ratification of this Agreement: coralspringsstrong.org and may be subject to change.

The City will provide each member with \$75,000 basic life insurance with an additional \$75,000 accidental death and dismemberment insurance. Such payments shall be made to the beneficiary designated by such firefighter in writing, signed by the firefighter and delivered to the employer during the firefighter's lifetime. If no such designation is made, then it shall be paid to the firefighter's surviving child or children and spouse in equal portions, and if there be no surviving child or spouse, then to the firefighter's parent or parents. If a beneficiary designation is not made and there is no surviving child, spouse, or parent, then it shall be paid to the firefighter's estate.

Such payments shall be in addition to any workers' compensation, State benefits, or pension benefits payable to the employee and/or their beneficiaries and/or their estate.

The City also agrees that in the event of the employee's death in the line of duty, the beneficiary shall receive a lump sum payment for 100% of the employee's accrued sick leave, annual leave, and compensatory leave.

In accordance with Department Standard Operating Procedure for all active and retired bargaining unit members, upon death, shall be entitled to a traditional firefighter's funeral and procession, including use of City fire vehicles to transport the remains to the final resting place within a 100 mile radius of the City limits, subject to the availability of equipment.

In addition to the benefits outlined above, the following benefits are also available as provided by the Florida Statutes:

STATE OF FLORIDA LINE-OF-DUTY DEATH RESOURCES

State Death Benefit

The State of Florida Death Benefit for Firefighters is governed under Florida Statute 112.191 and Florida Administrative Code 69A-64. There are three levels of benefits based upon the circumstances leading to the death. This benefit may be available to both Career and Volunteer Firefighters. This benefit is paid in addition to any worker's compensation or pension benefits.

Contact: Assistant Director
 Division of State Fire Marshal
 Department of Financial Services
 200 East Gaines Street
 Tallahassee, Florida 32399-0340
 (850) 413-3607

State Workers' Compensation Benefit and Funeral Benefit

The Workers' Compensation Benefit may be available to either Career or Volunteer Firefighters. The definition of employment includes firefighters responding to or assisting with fire or medical emergencies whether or not the firefighters are on duty. The Workers' Compensation "acting within the course of employment" is located within Florida Statute 440.091, and the Workers' Compensation "for death" is located within Florida Statute 440.16.

Contact: Division of Workers Compensation
 Department of Financial Services
 200 East Gaines Street
 Tallahassee, Florida 32399-4228
 (800) 742-2214 or (850) 413-1610

Educational Benefits

Certain educational benefits may be available to the surviving spouse and children. Information on these benefits are contained in Sections (3) and (4) of Florida Statute 112.191. These benefits are also addressed in the Florida Administrative Code (FAC), within the Department of Education's Rules, under FAC 6C-7.008 and FAC 6C2-2.02414.

Contact: Office of the Commissioner
 Department of Education
 Turlington Building, Suite 1514
 325 West Gaines Street
 Tallahassee, Florida 32399
 (850) 245-0505

ARTICLE 14 HOLIDAYS

Section 1. Shift members shall be paid, at their regular rate of pay, or convert to annual leave, 134 hours of Holiday Pay, 62 hours in the first paycheck following June 1 (all holidays from December 1 through May 31 plus one Personal Day) and 72 hours in the first paycheck following December 1 (all holidays from June 1 through November 30 plus one Personal Day) of each year. Regular rate will be determined as of the date of payment. The City will deduct applicable taxes.

Section 2. The following days shall be considered holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Two Personal Days (Shift members only)

Section 3. Each shift member employee covered by this Agreement shall receive ten (10) hours pay for each holiday, other than Personal Days, and 12 hours for each Personal Day. If the City closes normal operations outside of the Critical Incident Pay Policy (#06.03.08) members who were not afforded the time off for the closure will be eligible to receive compensatory time equal to the number of hours awarded to other City employees.

Section 4. If any employee is separated from employment and is owed holiday pay, they shall receive all accrued but unpaid holiday pay in his final paycheck from the City.

Section 5. If the City's administrative offices close for any holiday other than those listed above, that day shall likewise count as a holiday for the purposes of this article and paid at ten (10) hours for shift members.

Section 6. In lieu of Personal Days provided for in this Article, non-shift members shall receive Wellbeing Hours in accordance with City Administrative Policy 06.04.06. Non-shift members will be compensated for holidays and wellbeing hours in accordance with City Administrative Policy 06.04.06, with the exception that employees working a four/ten hour day schedule will be paid 10 hours for City recognized holidays and all non-shift employees shall receive hours equal to their work schedule for wellbeing hours.

Section 7. Non-shift members on a 10 hour schedule shall be required to work or use accrued leave for a minimum of 20 hours in the week of Thanksgiving.

ARTICLE 15
JURY DUTY

An employee shall receive their full salary at their regular rate of pay while on jury duty should their obligation to serve jury duty fall on a day on which the employee is scheduled to work. The employee shall turn over all money received for jury duty, other than parking reimbursement, to the City. It is the employee's responsibility to notify the Fire Chief, through their chain of command, of the jury duty obligation, and to provide a copy of the jury duty notice. Employees are not entitled to jury duty pay for a day on which the employee is not regularly scheduled to work.

A shift member employee who is required to report for jury duty on the day following their regularly scheduled workday, and who informs the Chief, through the chain of command, of this fact, and who provides a copy of the jury duty notice, upon the employee's request, shall be released from work at 7:00 P.M. so that the employee may be rested before reporting to jury duty, and shall be paid for the remainder of their shift.

A shift member employee who is scheduled to work on a day on which he serves jury duty shall report for work for the remainder of their shift when there is no jury duty scheduled for the following day. If the shift member employee is scheduled to return to jury duty for the following day, the employee shall not be required to report to work for the remainder of their shift, and the entire shift shall be considered as jury duty leave, to be paid for at the employee's regular hourly rate.

**ARTICLE 16
LONGEVITY PAY**

The City and the Union agree that employees who have worked for the City of Coral Springs continuously for five (5) or more full years, shall receive an annual longevity payment in the lump sum of 1% of base annual salary each year on or around December 1, base salary rate to be determined as of that date. This payment shall be incorporated into the employee's regular wage rate and shall be included for the purposes of overtime wage calculations. Employees must be in pay status on December 1 in order to receive this benefit. If not in pay status on December 1, the employee must be in pay status at least thirty calendar days after returning to pay status before receiving this benefit.

In addition to the benefit described above, employees hired prior to June 1, 1993, will receive a cash Lump Sum Bonus on or about their hire anniversary date beginning with the 10-year hire anniversary as follows:

| Hire Anniversary | Lump Sum Bonus |
|-------------------------|-----------------------|
| 10,11,12,13,14 years | \$500 |
| 15,16,17,18,19 years | \$1,000 |
| 20 plus years | \$1,500 |

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| ARTICLE 17 PREVAILING BENEFITS/POLICIES |
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Section 1 The parties refer to those benefits and policies listed in Section 3 of this Article and agree to those policy conditions during the term of this agreement.

Section 2 The City is not bound to provide benefits not listed within this agreement.

Section 3 The following policies are recognized:

| | |
|------|---|
| 3.1 | Administrative Policy 06.02.01 (Equal Employment Opportunity Statement) |
| 3.2 | Administrative Policy 06.11.03 (Leave of Absence/FMLA) |
| 3.3 | Administrative Policy 06.04.04 (Funeral Leave) |
| 3.4 | Administrative Policy 06.11.07 (Military Leave) |
| 3.5 | Administrative Policy 06.01.03 (Political Activity) |
| 3.6 | Administrative Policy 06.04.09 (Tuition Assistance) |
| 3.7 | Administrative Policy 06.01.02 (Anti- Harassment) |
| | PREVAILING BENEFITS/POLICIES |
| 3.8 | Administrative Policy 06.01.05 (Violence in the Workplace) |
| 3.9 | Administrative Policy 06.11.08 (Gainsharing) |
| 3.10 | Administrative Policy 06.01.06 (Outside Employment) |
| 3.11 | Standard Operating Procedure (Recall of Off-Duty Personal) |
| 3.12 | Standard Operating Procedure (Severe Weather Operations) |
| 3.13 | Standard Operating Procedure (Funeral Service Guide for Coral Springs Firefighters) |
| 3.14 | Administrative Policy 06.01.08 (Ethics) |
| 3.15 | Administrative Policy 06.01.07, 06.01.09 and Fire Department Policy (Social Media) |
| 3.16 | Administrative Policy 06.11.11 (Take Home City Vehicles) |
| 3.17 | Administrative Policy 06.03.08 (Critical Incident Pay) |
| 3.18 | Administrative Policy 06.02.03 (Employment of Relatives) |
| 3.19 | Administrative Policy 06.11.07 (Military Leave) |
| 3.20 | Administrative Policy 06.04.12 (Paid Parental Leave) |

The City shall provide 10 business days notice before any amendment to the above policies and the opportunity to impact bargain in accordance with Chapter 447, if impact bargaining is requested by the Union.

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| <p>ARTICLE 18 EVALUATIONS</p> |
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Except as amended below, and in Article 7, Wages, Administrative Policy 06.06.02, Incentive Pay System, will be utilized to evaluate employees.

Subject to review and final approval of the Fire Chief, the following indicates which positions shall perform the appropriate evaluations:

| EVALUATOR | POSITIONS EVALUATED |
|------------------------------------|--|
| Fire Marshal | Fire Inspection Captain, Public Education Officer |
| Fire Inspection Captain | Fire Inspection Lieutenant |
| Fire Inspection Captain/Lieutenant | Fire Inspector I, Fire Inspector II |
| Captain/Lieutenant | Lieutenant, Driver Engineer, Firefighter/Paramedic, Firefighter/EMT |
| Battalion Chief | Shift Captains |
| EMS Division Chief | Community Paramedic |
| Fire Administration | Battalion Chiefs, Training Officers, Equipment Technician, Logistics Captain |

Evaluations shall be completed by the one-year anniversary of the employee's hire or promotion/demotion. Thereafter, an evaluation will be completed by each September 1.

While issues relating to the evaluation process may be subject to the grievance and arbitration articles of this Agreement, the content of evaluations are not.

ARTICLE 19
MODIFIED DUTY

Section 1. A member who is unable to perform in their normal work assignment may be permitted or required to work in a "modified duty" capacity if modified duty assignments are available. Requests for modified duty shall be presented to the Fire Chief or their designee. The member must submit to the Fire Chief or their designee any required medical releases, documents, and/or forms from their physician at the time of the request. At a minimum, the documentation from their physician must contain any and all restrictions for modified duty. For job related injuries or illnesses, such requests shall not be arbitrarily denied by the City. The City reserves the right to have the member evaluated by a medical provider prior to assignment to modified duty at the City's expense. If the City's medical provider's opinion differs from the employee's physician, a third health care provider will be hired and paid by the City to evaluate the employee. The decision of the third health care provider will be binding.

Section 2. Modified Duty Preference and Removal

A. Employees with work related injuries and illnesses will be given preference for modified duty assignments. The employee is responsible for requesting modified duty to the Fire Chief through the chain of command within 24 hours from the time of the initial evaluation by the City's workers compensation medical provider. In the event of sensitive and confidential information, the employee may go directly to the Fire Chief.

B. Employees with injuries or illness that are not work related shall not have any guarantee or expectation of being granted modified duty. Employees suffering non-work related injury or illness may be removed from modified duty in the event that there are no other modified duty positions and an employee with a work related injury or illness requests modified duty. Employees with injuries or illnesses that are not work related shall be removed from modified duty status after twenty-four (24) months and must return to full duty. In the event that the member is unable to return to full duty, then that member's employment shall be terminated on the first (1st) day of the twenty-fifth (25th) month without the ability to grieve or arbitrate such termination.

Section 3. The City may assign modified duty personnel to any fire department related activity at any fire 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 physical limitations, as determined by the health care provider by the above-established procedure. Qualified personnel may be temporarily assigned to any Fire Department divisions as modified duty assignments.

Section 4. Modified duty personnel shall work a forty-hour schedule, unless the employee and the Fire Chief or their designee mutually agree in writing to an alternative schedule.

Section 5. Except for job related injuries or illnesses, after 30 modified duty calendar days, members shall not receive Special Assignment compensation for the remainder of the modified duty assignment. Special Assignment compensation shall be reinstated for the first payroll following the member's return to full duty.

Section 6. Upon receiving a medical release back to full duty, shift personnel shall resume their normal work schedule at the earliest opportunity that is consistent with the following:

- (a) After receiving a release to full duty, members will complete their 40-hour week prior to returning to a normal shift assignment.
- (b) Before returning to work, members must comply with the Restricted- Light Modified Duty Policy.

Section 7. The provisions of this article shall not preclude an eligible employee from pursuing disability benefits. When appropriate, employees applying for disability benefits may continue to perform in a modified duty capacity.

ARTICLE 20
OVERTIME

Section 1. All hours worked in excess of any employee's regularly scheduled hours shall be paid as overtime. Overtime shall be, at the discretion of the employee only, given as compensatory time or pay. Compensatory time, if selected, shall be given at one and one-half (1 and ½) hours for each hour worked. Overtime pay is one and one-half (1 and ½) times the employee's base hourly rate of pay. Overtime as compensatory time or pay shall be awarded or paid no later than the second paycheck after the date on which an employee worked overtime. No overtime shall be scheduled during the first 6 months of employment, unless approved by the Fire Chief or a state of emergency has been declared.

Section 2. Hours worked excludes sick pay, sick pay family, leave without pay, suspension without pay, administrative leave with pay, all FMLA pays, job injury pay, Worker's Compensation, and forty (40) hours paid disability. Time spent in required re-certification training is to be compensated at straight time.

Section 3. Compensatory Time

- A) The City shall keep a record of each employee's accrued compensatory time. Employees who accept compensatory time in lieu of overtime pay shall document this election on their time sheet.
- B) The maximum accumulation of compensatory time for shift member employees covered by this Agreement shall be one-hundred sixty-eight (168) hours. The maximum accumulation of compensatory time for non-shift member employees covered by this Agreement shall be one-hundred forty-eight (148) hours. Any employees who by working overtime would accumulate greater than the established maximum, shall be paid overtime in all instances.
- C) For shift employees, seventy-two (72) hours of notice shall be required for the use of compensatory time. Exceptions to this notice requirement may be approved through the employee's chain of command, which approval will not be unreasonably denied. "Compensatory time" for the purposes of this Agreement means one and one-half hours of paid leave, paid at the employee's current hourly wage rate, for each hour of overtime worked.
- D) In the event of an employee's permanent disability or death, one hundred percent (100%) of their accumulated compensatory time shall be paid to the employee or their estate, at the hourly rate of pay in effect for that employee at the time of their permanent disability or death.

Section 4. Members assigned as a SWAT Medic shall be paid overtime when called out and not on duty based on actual hours worked.

Section 5. In the event that an employee is called back to work after being relieved of duty for

more than fifteen (15) minutes or called in to work at a time the employee is not scheduled to work, that employee shall three (3) hours of overtime regardless of the time actually worked. Once an employee exceeds three hours actually worked, that employee shall be entitled to overtime for hours actually worked over (3) three hours.

ARTICLE 21
OVERTIME DISTRIBUTION

Section 1. Overtime is to be distributed on a rotating basis as equally as possible, by position. An overtime system will be maintained to keep track of an individual's eligibility and amount of overtime. A separate overtime list will be maintained for members of the Community Risk Reduction Division which will include the CRR Captain, Lieutenant and Public Education Officer.

Section 2.

A. If the City receives notice before 10:00 PM that it will need to use overtime the following day, the member at the top of the overtime list for that position, as listed in Article 1, that necessitates overtime has a right of first refusal. Should that member refuse the overtime, the City shall contact the next member on that list, and so forth until a member accepts the overtime assignment. Acceptance of an overtime assignment of ten (10) hours or more for shift employees (or three hours or more for non-shift employees) moves that person to the bottom of the overtime list.

B. If the City receives notice after 10:00 PM that it will need to use overtime the following day, the opportunity for overtime shall be offered to the on-duty employees of that position, as listed in Article 1, according to the overtime list. If none of those employees voluntarily take the overtime opportunity, the least senior employee of that position may be held for mandatory overtime until otherwise filled.

C. In both situations as described above, should the overtime list for a position be exhausted, the City shall then resort to the present promotional eligibility list, in which case overtime shall be offered first to the highest-ranking person on the list. Under this provision, members may be considered for positions in which they are qualified in accordance with Article 25, Temporary Upgrades. It is the intent of the parties that the City will exhaust all options before requiring mandatory overtime. Additionally, the City may, in its sole discretion, allow a member in a higher rank or classification to temporarily downgrade, without a reduction of pay, if such temporary downgrade will not cause mandatory overtime.

D. In the event that all members have refused voluntarily to work overtime, the City shall call in the least senior employee in that position for mandatory overtime. Mandatory overtime shall rotate beginning with the least senior person in that position, then move to the second least senior, and so on. A separate line shall be kept for all overtime lists with the date of the mandatory overtime included.

E. Emergency Overtime shall be defined as being anytime a unit is placed or may be placed out of service or will fall below minimum staffing levels due to illness, injury, or other emergency in which an employee must be relieved from duty. The following process shall be followed when filling Emergency Overtime only:

- (1) A text message / phone call will be sent out to all eligible members for the vacant position . The message will include (a) the position that needs to be filled, (b) the time frame for the overtime, (c) a number and e-mail address to respond to, and (d) a fifteen (15) minute time frame in which the member has to call the chief listed on the message with their interest for filling the overtime. The member should also email the chief listed on the message.
- (2) Once the fifteen (15) minute time frame has been met, the chief officer filling the overtime will select the member that responded that is highest on the overtime list.
- (3) If no member responds, the member on the top of the mandatory overtime list shall be called. In the event the member cannot respond within one (1) hour or the member is not fit for duty, that member may be bypassed and the next member on the mandatory overtime list will be ordered in, and so on. When filling emergency overtime and a member has been mandated to work, the member ordered to fill the vacant position will only be moved to the bottom of the mandatory overtime list when they have worked two (2) hours or more during a single ordered time frame

Section 3. For the Chief Officer position at Station 43, the following procedure shall govern the distribution of overtime:

- (1) Members currently holding the rank of Battalion Chief, who qualify for lateral transfers per Article 23, will be offered the Chief Officer position at Station 43 on a rotating basis with the highest member on the overtime list being offered first and so on until that list is exhausted.
- (2) If no Battalion Chief accepts the overtime, those members on the current promotional list for Battalion Chief shall be considered for filling the Chief Officer at Station 43 position on a rotating basis starting with the highest scoring member on the overtime list being offered the overtime first and so on until that list is exhausted.
- (3) If no member on the current promotional list accepts the overtime, those members on the Legacy List shall be offered the opportunity to fill the Chief Officer at Station 43 position on a rotating basis according to the current overtime list for that group with the highest member on the Legacy List being offered first and so on until that list is exhausted.

(4) If the Station 43 Chief Officer is unable to be filled by the above process, the Fire Department shall not order mandatory overtime for a bargaining unit member to fill the Station 43 Chief Officer position.

ARTICLE 22
OFF DUTY DETAILS

Multiple short details, which are 4 hours or less in duration will be filled as follows: The Fire Chief or their designee will notify via email all members of the availability of multiple short details and will provide a deadline to allow for at least one 3-shift rotation (if possible) in order to give all members a chance to respond. Interested members will notify the Fire Chief or their designee via email prior to the deadline, listing the dates and times for the details they are interested in. After gathering all responses, the Fire Chief or their designee will distribute the assignments, using first-come-first-serve, while trying to give all members a chance to staff a unit on at least one game during the season, and in a manner that is as equal and fair as possible. Early response and flexibility on the part of the members is the key to ensuring at least one detail assignment.

Long details, which are greater than 4 hours in duration will be filled as follows: The Fire Chief or their designee will enter the detail into the electronic staffing system with all of the pertinent detail information. Once the information is entered and verified, the electronic staffing system will call each member, on the device of their choice, in the order in which the member appears on the detail list. The member closest to the top of the list is called first and the list will move downward in order until filled. Once a member accepts the detail, the system will move the member to the bottom of that list.

Last minute details (needed in a period of time less than three days from the date of receipt by the Fire Chief or their designee) will be filled out on a first-come-first-serve basis.

In the event that an off duty detail is unable to be filled after following the above process, the on-duty Battalion Chief may use one member, (Other than the Lieutenant), from any rescue with a staffing of three reducing the minimum staffing of those units, only for the duration of the detail or may use an on-duty unit to fill the detail.

Any detail swaps will be handled using a procedure similar for shift swaps. Both involved parties must email the Fire Chief or their designee requesting approval for the swap. Any last-minute detail swaps will be approved by the on-duty Battalion Chief.

For members of the Community Risk Reduction Division, the following process will be followed: details for Inspectors are selected based upon a rotating list. The same list is used regardless of type of detail or by pay type (detail pay vs. OT) and regardless of the hours associated with the detail. An employee assigned as Public Education Officer shall have a first right of refusal for any public education event or detail before details are opened to other members of the Community Risk Reduction Division.

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| ARTICLE 23 |
| PROMOTION/ POSITION REQUIREMENTS |

Section 1. The City and the Union agree that the establishment of the qualifications and standards for initial hiring is solely reserved as a management right.

Section 2. Members promoted pursuant to this Article shall receive the promotional increase effective with the payroll following the promotion as follows:

| FROM | TO | PERCENT OR TOP OF PAYBAND |
|----------------------------|--------------------------|---------------------------|
| FF/PM | Driver Engineer | 5% |
| FF/Paramedic | Lieutenant | 10% |
| Driver Engineer | Lieutenant | 5% |
| Lieutenant | Captain | 10% |
| Captain | Battalion | 10% |
| Driver Engineer | Captain | 10% |
| Fire Inspection Lieutenant | Inspection Captain | 10% |
| Fire Inspector II | Inspection Captain | 10% |
| Fire Inspector II | Inspection Lieutenant | 5% |
| Any Rank | Public Education Officer | 5% |
| Any Rank | Community Paramedic | 5% |
| Any Rank | Equipment Technician | 5% |

Section 3. Probation

- A) All promoted members shall be subject to a one continuous calendar year probation, unless otherwise extended.
- B) The Fire Chief shall have the unilateral authority to extend any employee’s probationary period an additional ninety (90) days when the employee’s performance is deemed by the Fire Chief to be unsatisfactory. Notification of the extension of probation shall be in writing and sent to the employee no less than fourteen (14) days prior to the date that the employee’s probationary period would otherwise end. The Fire Chief shall take appropriate action to ensure that an employee whose probationary period is extended receives remedial counseling and instruction regarding areas of performance which need improvement.

Section 4. Lateral Transfers

- E) Current Operations Personnel will be considered lateral eligible for their rank. Any specialty Battalion Chief that is on the 2022 Battalion Chief list will be granted lateral

eligibility when that list expires. Specialty Battalion Chiefs, Captains, or Lieutenants that have not taken operation tests for those ranks need to pass and be in the top three at any time to gain lateral status for that rank. Any specialty openings that occur before the new all encompassing tests shall be handled as follows; the vacancies will first be offered to operational transfers and if not filled will utilize a specialty test that will expire the day before the operational list of that rank expires. All new operations tests this Agreement will going forward be considered rank for rank lateral eligible tests if promoted off of them and specialty tests will no longer be put on for those ranks at that point.

F) Members in a non-operational division that fail to meet the annual in-service operational training requirements which can be accomplished during regular work hours shall not be eligible for lateral transfers and shall retest and successfully pass such test to be considered for a transfer to an operational division or to work overtime in that division.

G) All job postings for non-operational positions shall be posted for a minimum of 14 days and include a practical portion only.

Section 5. Selection for an opening in any division shall be as follows: (1) requests for a lateral transfer and (2) members on a promotional list. The Chief may deny a request for a lateral transfer for any reason and instead promote a member on the promotional list.

Section 6. Minimum Qualifications

A) All members shall have a valid Florida driver's license at all times and shall not be eligible for promotion without a valid Florida driver's license.

B) No member who is involuntarily demoted shall be eligible for promotion for a period of two (2) years from their date of demotion.

C) Any member testing for promotion shall meet all of the minimum requirements by the closing date of the posting for the rank.

D) Driver Engineer minimum qualifications shall be as follows:

1. Served four (4) consecutive years in the Coral Springs Fire Department;
2. Possession of State of Florida Apparatus Operator and Hydraulics Certificate;
3. Possession and maintenance of State of Florida Paramedic certificate; and
4. Possession of the State of Florida Aerial Apparatus Certificate.

E) Lieutenant minimum qualifications shall be as follows:

1. Served four (4) consecutive years in the Coral Springs Fire Department;
2. Possession and maintenance of State of Florida Paramedic certificate;
3. Possession of State of Florida Fire Officer 1 Certificate of Competency; and
4. Completion of the City's Medical Director approved pediatric emergency management

course

F) Fire Inspection Lieutenant minimum qualifications shall be as follows

1. Served four (4) consecutive years in the Coral Springs Fire Department with the last two (2) years in the Community Risk Reduction Division;
2. Possession and maintenance of Broward County Plans Examiner certification;
3. Possession and maintenance of Fire Inspector II; and
4. Possession of Fire Officer 1 Certificate of Competency.

G) Fire Inspection Captain minimum qualifications shall be as follows:

1. Served six (6) years in the Coral Springs Fire Department with the last two (2) years in the Community Risk Reduction Division;
2. Possession and maintenance of Broward County Plans Examiner certification;
3. Possession and maintenance of Fire Inspector II;
4. Possession and maintenance of State of Florida Safety Inspector II;
5. Possession of SOF Fire Officer 2 Certificate of Competency;
6. Possession of FEMA IS-300 Certificate; and
7. Take and successfully passing the following classes: (1) origins and cause, (2) arson investigation, and (3) latent investigation.

H) Captain minimum qualifications shall be as follows:

1. Served 6 years in the Coral Springs Fire Department and completed probation as either a Lieutenant or Driver Engineer;
2. Possession and maintenance of State of Florida Paramedic certificate;
3. Possession of SOF Fire Officer 2 Certificate of Competency;
4. Possession of State of Florida Apparatus Operator and Hydraulics Certificate; and
5. Successful completion of the State of Florida Fire Incident Safety Officer class.

I) Battalion Chief minimum qualifications shall be as follows:

1. Served 10 years in the Coral Springs Fire Department and completed probation as a Captain;
2. Possession and maintenance of State of Florida Paramedic certificate;
3. Possession of SOF Fire Officer II Certification;
4. Possession and maintenance of Fire Service Instructor I;
5. Associates Degree qualifying for State supplemental compensation; and
6. Successful completion of State of Florida Fire Incident Safety Officer class.
7. Possession of a FEMA IS400 Certificate.

Section 7. Promotion Process and Testing

- A) All testing shall be administered by either the City of Coral Springs or another testing administrator agreed-to by the Union and the Fire Department.

B) Members on shift at the time of an administered promotional test will be provided coverage for their shift for only the time needed to complete testing if such coverage is available. The City will use best efforts to assist with coverage, however, the City will not mandate members to work overtime to assist with testing coverage. In the event of limited testing coverage, members will be granted coverage based on Department seniority. If a member wants the entire shift off, it is the members responsibility to secure coverage or utilize accrued time off if approved by the Fire Chief or their designee.

C) Sources of information for all promotional examinations and possible subjects of assessment centers shall be publicized by posting such information and subjects no less than 120 days prior to the testing date. All sources of information must be available for purchase at the time of the posting through an outside vendor.

D) For the ranks of Driver Engineer, Lieutenant, Fire Inspection Lieutenant, Captain, Fire Inspection Captain, and Battalion Chief there shall be a written exam and a practical exam. The written exam shall account for 30% of the score and the practical exam shall account for 70% of the score.

E) The written exam will be no more than 100 questions and consist of position relevant questions. At least one question from each source of information that was publicized in advance of the exam must be asked. Before the beginning of the written exam, each member taking the exam will be provided a form to challenge the clarity of the questions, possibility of multiple answers, relevance of the question to the current job posting, accuracy of the scoring method, or other criteria agreed upon by the Union and City. All challenges will be reviewed by the test administrator and a Union representative following each written exam. Scores for each written exam will only be released after all challenges have been reviewed and finalized. Anyone that fails to submit challenges before leaving the exam site shall be deemed to have forever waived any challenge to the exam and no challenge shall be accepted from a member after that member leaves the exam site. Members shall pass the written exam before they may move take the practical exam. In the event that the member fails the written exam, they have failed the entirety of their promotional exam. Members who fail will have the option to continue on to the practical exam for the experience provided that they will be the last to take the practical portions of the exam.

F) There shall be a minimum of six (6) calendar days between the written exam and the practical exam. The practical exam is a series of exams that consist of at least one live action scenario, and, if needed, one predetermined oral presentation (i.e. teach back, policy change, pub ed, etc.), classroom scenarios, skill stations, in box/out box, training division determined component. Practical exams and assessment centers may be recorded. Failure to obtain a 70% average on the practical exams administered shall result in a failure of the practical exam. After completing the entire practical exam, a consultation will take place where the member will be notified of all performance deficiencies during each exam and the member will be provided a

challenge form. The member shall submit all challenges to the practical exam prior to leaving the exam consultation. Anyone that fails to submit challenges before leaving the exam site shall be deemed to have forever waived any challenge to the exam and no challenge shall be accepted from a member after that member leaves the exam site.

G) In the event that a question or criteria is challenged for the written exam or practical exam, the member has the burden of presenting evidence that their challenge should be upheld. In the event that a challenge is upheld and such upholding effects all exam takers, all exams shall have that question rescored and all scores shall be adjusted accordingly. If there is an improper question or criteria that is removed from the exam, each candidate will receive credit for that question or criteria. If any exam is determined to have given a member an unfair advantage or disadvantage as a result of a successful challenge, that exam score will be eliminated from consideration for all members who took that exam. If only one exam was administered, a new exam date will be posted, and a replacement exam administered. In such instances, all members who took the first exam must participate in the second exam or shall be considered to have withdrawn from promotional consideration.

H) A member who scores at least a 70% on the written exam and a 70% on each portion of the practical portion of the exam shall be deemed to have passed the promotional exam.

I) Within 14 days of the completion the entirety of the promotional exam process, all members who took the exam shall have the opportunity, upon written request to the Training Division, to review all aspects of the promotional process with the Union and Fire Administration. Challenges are not permitted during this review process.

Section 8. Promotional Lists

- A) The City agrees to maintain a promotional eligibility list for Driver Engineer, Lieutenant, Captain, and Battalion Chief.
- B) The promotional list shall take effect upon conclusion of the last professional development program or expiration of the preceding list and shall have a duration of not more than two (2) years from the date of posting, whichever occurs first.
- C) The promotional list shall be created for each rank by ranking each person who took the promotional exam and passed. The ranking shall be by promotional exam score plus additional points, as provided in this Section, from highest score to lowest score. No member who failed shall be on the promotional list. The rankings shall be certified by the Director of Human Resources or their designee within ten (10) calendar days after receipt of the final examination scores. Upon certification, the promotional list shall be posted.

- D) In the event that there are fewer than three (3) members who passed the promotional exam (with the exception of Fire Inspections Lieutenant and Fire Inspections Captain), one (1) additional promotional examination shall be held no later than 120 days from completion the previous exam. Members who have passed the first exam shall be placed on the promotional list for purposes of serving as a temporary upgrade. Additionally, the members who previously tested shall have their ranking preserved on the promotional list that will be generated after the second exam.
- E) No less than 120 days before the expiration of a promotional list a new test date shall be electronically announced. If the promotional list is depleted, a new test date shall be announced within 45 days after depletion of the promotional list. At any time that the Fire Chief knows of an anticipated depletion of that a promotional list will be depleted, a new test date shall be electronically announced at least 120 days in advance of the test.
- F) No promotional list shall be maintained for Fire Inspection Captain or Fire Inspection Lieutenant. The promotional process shall be conducted as such ranks become open and available.
- G) Members who successfully pass the promotional exam shall be awarded additional points as follows:
1. If a member is on a promotional list and that list expires without the member being promoted, each member on the expired promotional list shall receive one quarter point (.25) toward the next scheduled exam for that rank. In no event shall a member receive more than one quarter point (.25) pursuant to this Section.
 2. Educational points shall be determined as follows, except no points shall be awarded for any education that is required for the position:

Certifications Points:

State of Florida Municipal Fire Officer I – .5 point
 State of Florida Municipal Fire Officer II – .5 point
 State of Florida Municipal Fire Officer III – .5 point
 State of Florida Municipal Fire Officer IV – .5 point

Maximum points awarded for the above certifications shall be .5 points

College/University Points:

College/University Points shall be awarded for only the highest level of education from an accredited institution.

College/University Points shall not be awarded if the degree is used to qualify or required for the position. If a member has a higher degree than required, then

that member shall get credit for the difference between the degree required to qualify and the higher degree used to qualify.

| DEGREE | Battalion Chief | All Other Ranks |
|-------------|-----------------|-----------------|
| A.A. / A.S. | 0 | 1 |
| B.A. / B.S. | 1 | 2 |
| Masters + | 2 | 3 |

3. In no event shall any employee have more than three and three quarters (3.75) total points added to their score on the promotional list.

Section 9. All promotions from a lower rank to a higher rank shall be made from the promotional list then in effect. Selection from promotion shall be made from the top three ranked members on the promotional list.

Section 10. Professional Development Program

- A) Each member that is placed on a promotional list will attend a professional development program created specific for that specific rank. At the Fire Chief's discretion, members who previously have taken the professional development program at least one time may not be required to retake the program in its entirety. If a member does not need to retake the program in its entirety, that member shall be required to receive any applicable updates from the last time that they completed the program.
- B) The professional development program will take place within six (6) weeks of the establishment of the promotional list. The date and times of the program will be listed on the promotional exam posting. Each member attending the program will move to a forty (40) hour shift for the duration of the program. The program shall be scheduled at such time which allows members to return to their shift only at the beginning of the new pay period following completion of the program. The size of the professional development class will be dependent upon operational needs. Two or more classes will be listed on the posting.
- C) Failure of a member to attend and successfully complete the professional development program shall result in removal of that member from the promotional list.
- D) The Driver-Engineer, Lieutenant, Captain, and Battalion Chief professional development program will be no more than eighty (80) hours but no less than 40 hours, as determined by the Training Division.
- E) Upon completion of the Professional Development Program any promoted member or any member who is eligible for promotion shall have the ability to request mentoring rides on the same truck with a member of that rank. The process for the mentoring rides will be agreed upon by the Fire Chief and the Union.

Section 11. Position of Community Paramedic

- A) Minimum qualifications for Community Paramedic shall include:
 - a. Three (3) years in the Fire Department as a Firefighter Paramedic or higher rank and has been a State Certified Paramedic for three (3) or more years as of the closing date of the posting;
 - b. Completion of a nationally recognized Community Paramedic Program. The City shall pay for the course, however, the member shall secure their own time off to attend.
 - c. Possession and maintenance of any and all Federal, State, and Local requirements.
- B) The following is the process to fill the position of Community Paramedic:
 - a. The posting shall be open for fourteen (14) days;
 - b. A letter of interest from the member directed to the Fire Chief or their designee; and
 - c. An oral interview.
- C) The Community Paramedic works a non-shift schedule that shall consist of a forty (40) hour work week with duties that may need to be performed on weekends and after hours for special events. All hours worked in excess of forty (40) shall be compensated in accordance with Article 20, Overtime.
- D) In an attempt to continuously provide this service to the community, a Community Paramedic Assistant position may be utilized and when utilized will consist of a minimum of one (1) Assistant position per shift.
- E) The minimum requirements and procedure for filling an Assistant Community Paramedic shall be same as the Community Paramedic.
- F) Employees who occupy an Assistant Community Paramedic position will not be utilized for that position while performing their regularly scheduled shift duties unless their services are warranted during a 911 response and they are currently on duty.
- G) When performing Assistant Community Paramedic duties off duty, employees will be compensated in accordance with Article 20, Overtime.
- H) Duties and hours will be divided between Assistants as equally and fairly as possible.
- I) The forty (40) hour Community Paramedic will have the first right of refusal for overtime that becomes available in this area and will be compensated at the overtime rate for hours in excess of forty (40).

- J) The Fire Department may use civilian employees to assist with the Community Paramedic program, under the direction of the Community Paramedic, at the Fire Chief's discretion.

Section 12. Position of Public Education Officer

A) Minimum qualifications for the Public Education Officer shall include:

- a. Four (4) years in the Coral Springs Fire Department as of the close of the posting, with two (2) of the four (4) years served in the Community Risk Reduction Division. The Fire Chief, in their sole discretion may waive the requirements in part in their sole discretion.
- b. Possession and maintenance of SOF Fire Inspector I
- c. Possession and maintenance of SOF Fire Officer 2 Certificate of Competency
- d. Possession and maintenance of SOF Life Safety Educator I and II
- e. Possession and maintenance of Child Passenger Safety Technician certification
- f. Possession and maintenance of any and all Federal, State, and Local requirements.

B) The following is the process to fill the position of Public Education Officer:

- a. The posting shall be open for fourteen (14) days;
- b. A letter of interest from the member directed to the Fire Chief or their designee; and
- c. An oral interview.

**ARTICLE 24
SICK LEAVE**

Section 1. The parties agree to adhering to City Administrative Policy 06.04.03.01, Employee Sick Leave, as may be amended from time to time provided that any reduction in sick leave benefits may be subject to impact bargaining.

Section 2. Employees using sick time in the same pay period that they earn overtime shall be paid at straight time for the overtime up to the same number of hours as the sick time used. In addition, sick time hours that equal the overtime hours in a pay period shall not be charged as sick time. This provision will not apply to City mandated overtime.

Section 3. The City may require members to bring in a doctor's note explaining sick leave when the member uses sick leave for three (3) or more consecutive shifts or six (6) shifts in a calendar year. Sick leave used on a city recognized holiday may require a doctor's note requested by the City.

Section 4. Shift Employees Attendance Incentive Option

- A) For employees whose sick leave accrual balance is **greater than 576 hours** at the end of the payroll year:

Unused hours earned and accumulated during the payroll year beyond 576 hours shall, at the employee's discretion, be converted to either (1) annual leave, or (2) a lump sum payment.

- B) Payment must be in one (1) hour increments.
- C) Employees may donate up to 32 hours of sick time per payroll year without jeopardizing their Attendance Incentive Option.
- D) After the selection of an attendance incentive option, sick leave accruals over the 576 hours will be reduced appropriately.

Section 5. Non-Shift Employees Attendance Incentive Option

- A) For employees whose sick leave accrual balance is **greater than 480 hours** at the end of the payroll year:

Unused hours earned and accumulated during the payroll year beyond 480 hours shall, at the employee's discretion, be converted to either (1) annual leave, or (2) a lump sum payment.

- B) Payment must be in one (1) hour increments.

C) Employees may donate up to 32 hours of sick time per payroll year without jeopardizing their Attendance Incentive Option.

D) After the selection of an attendance incentive option, sick leave accruals over the respective 480 will be reduced appropriately.

Section 6. Employees transferring from Shift to Non-Shift or Non-Shift to Shift shall have their sick leave balance adjusted on a proportional basis as may be appropriate as of the date the transfer. To calculate the proportional basis from Non-Shift to Shift, the accrual bank shall be multiplied by 1.2. To calculate the proportional basis from Non-Shift to Shift, the accrual bank shall be divided by 1.2.

Section 7. Upon separation from the city, employees shall receive a Lump Sum that is equal to 50% of all accrued Sick Time, paid at the employee's current hourly rate.

Section 8. To be eligible for the attendance incentive option, Employees must be employed on the date of payment of the attendance incentive. Employees who elect the lump sum payment option will receive a check in February covering the Attendance Incentive Option earned in the preceding payroll year and payment will be made at the hourly rate in effect on the last pay date of each payroll year. Employees who elect to convert to annual leave will have the hours credited to their annual leave balance, not to exceed the maximum accrual amount.

Section 9. Employees who do not notify Human Resources by the second pay day in January that they desire to convert their attendance incentive to annual leave will have been deemed to selected a lump sum payment.

ARTICLE 25
TEMPORARY UPGRADES

Section 1. A Temporary Upgrade is when a member is temporarily assigned to a classification higher than the member's regular classification. When in a Temporary Upgrade, the member shall be paid an additional percentage consistent with the promotional increase in Article 23 for the duration they are working in a higher classification. This additional compensation shall be paid to the employee in the paycheck covering the period in which the employee served in the higher classification.

Section 2. Temporary Upgrades shall be first offered to those on the promotional list for the position. If no one on the promotional list accepts the Temporary Upgrade, then the Temporary Upgrade shall be offered to those members that have completed position specific task books and are approved for Temporary Upgrades, as provided for below. Temporary Upgrades shall be on a rotating basis, beginning with the highest scoring person on the list and working down each list. Members on-duty are eligible for a Temporary Upgrade so long as such Temporary Upgrade will not cause overtime at a lower rank or classification.

Section 3. The City has the right to use Temporary Upgrades in lieu of overtime to maintain minimum staffing levels. At any time if minimum staffing falls below the levels provided for in Article 37, future positions will be filled rank for rank. No previously scheduled Temporary Upgrades will be cancelled, if scheduled within seventy-two (72) hours of the beginning of the shift for which the Temporary Upgrade is needed.

Section 4. With shift supervisor approval, a member on the same shift and at the same station may temporarily downgrade so that another member may temporarily upgrade for training purposes. However, the temporarily upgraded employee shall not receive any increase in pay.

Section 5. If there are two (2) people holding the same rank on the same apparatus, the person scheduled to be in charge of the apparatus shall be in charge.

Section 6. Members eligible for a Temporary Upgrade may be temporarily assigned to another shift for the duration of their Temporary Upgrade, notwithstanding the requirements contained in Article 40, relating to shift changes.

Section 7. Members who were placed on the Temporary Upgrade Battalion Chief list created on January 19, 2020 ("Legacy List"), may remain on the Legacy List until January 16, 2026. The Legacy List shall be utilized for Temporary Upgrades only after all members on the promotional list for Battalion Chief are either unavailable or refuse to accept the Temporary Upgrade. The position specific task book list will be used after the Legacy List for Battalion Chief.

Section 8. Position Specific Task Books

- A. Members may not start a task book process until the member meets all the eligibility requirements for promotion for that rank.

- B. Position specific task books shall be created and maintained by the Training Division and shall be utilized for the purpose of Temporary Upgrade availability for those members wishing to be able to fill a Temporary Upgrade but is not on a promotional list. All task books shall contain a practical assessment.
- C. A member must request the issuance of the electronic task book through the chain of command to the Training Division and the request must be approved by the ranking chief officer of that member in writing.
- D. A task book shall be issued to the requesting member upon approval of their chief officer and no time limit shall be imposed to complete the task book. Only one task book can be in progress per member at a time. Once a task book is completed, the member must complete a practical test and submit the completed task book and proof of successful passage of the practical exam through the chain of command to the Training Division for final approval and review. The member shall be notified within 10 business days of approval or denial with supporting documentation/reason for any denials.
- E. Once the task book has been approved, Training Division shall notify the chief ranking officer and member that they have been approved for Temporary Upgrades and may do so at the discretion of the chief ranking officer. Once a member is eligible to take the promotional exam for that rank, the task book becomes null and void once the promotional list is posted for that rank. The member must take the next possible promotional process for that rank.

ARTICLE 26 TRAINING

To be eligible for reimbursement, the employee must obtain a grade of “C” or better for each course. In courses that offer only a pass/fail option, the employee must receive a passing grade. In courses that offer no grades, the employee must present a certificate of completion in order to receive reimbursement.

If the employee separates from the City within one year of their last course, they will be required to reimburse the City for all tuition paid by the City for that course. The City may deduct any funds owed it under this provision from the final paycheck of that employee.

All courses offered by any fire academy or college recognized by the State of Florida Fire Marshal’s office shall be subject to this reimbursement policy. Time spent in reimbursable courses is not compensable, unless mandated by the Fire Chief. Time spent in required re-certification training shall be compensated at straight time.

All training requests will be submitted to the Training Division Chief. Once approved, registration fees, lab fees, and books will be fully reimbursed upon satisfactory completion (C or better, passing, or a recognized certificate) of the course.

All members will be notified of available training and the number of slots available. The Training Division will select members to attend out of those who notify the Training Division that they are interested in participating.

All members may be allowed up to twenty-four (24) hours of paid training per calendar year. Approval for training hours is subject upon approval through the Training Division. Members with approved training may be able to take an addition twelve (12) hours of their accrued annual leave for the remainder of their assigned shift upon approval of the shift supervisor. Upon completion of the class, the member shall provide proof of attendance for the class. If a members fails to provide proof of attendance of the class, the member shall be required to use their accrued leave for the time missed for the approved training.

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| ARTICLE 27 GRIEVANCE PROCEDURE |
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Section 1. A grievance is defined as a dispute over the interpretation or application of the terms contained in this agreement.

Section 2. The City is not required to process a grievance unless the grievance:

- A. Is presented in writing;
- B. Is dated
- C. Names the grievant or grievants;
- D. States whether the grievant is proceeding with or without the assistance of the Union;
- E. Makes reference to the specific Article and provision(s) of this Agreement that the grievant claims the City has violated;
- F. Contains a reasonably complete statement of the facts of the matter, as the grievant contends them to be, and states the remedy sought; and
- G. Is presented to the proper City representative within the time limit provided at the appropriate step of the grievance procedure.

Section 3. Where a grievance involves an issue of general application or affects two or more employees, the grieving party may designate it as a class action grievance. Resolution of the grievance shall be effective for all class members under the same terms and conditions as if the class member himself filed the grievance on the date submitted in their own name.

Section 4. Initial probationary employees shall have the right to grieve with respect to rights granted to them in this Agreement but shall in no event have the right to grieve or arbitrate any matter relating to discipline or dismissal. Position probationary employees shall have the right to grieve with respect to rights granted to them in this Agreement but shall in no event have the right to grieve or arbitrate any matter relating to demotion during their position probation period.

Section 5. Grievances shall be processed in the following manner:

Step 1:

The written grievance, prepared in compliance with this Article, shall be presented to the Fire Chief or his/her designee within ten (10) business days of when the employee first learned of the incident that they are grieving.

Step 2:

If the grievant is not satisfied with the response of the Fire Chief, the grievant may advance the written grievance, prepared in compliance with this Article, to the City Manager. The grievance must be forwarded within ten (10) business days of the grievant's receipt of the Fire Chief's response. If requested by the City Manager, the grievant, a Union representative, the Fire Chief, the Director of Human Resources and the City Manager shall

meet to discuss the grievance within ten (10) business days of its submission to the City Manager. The City Manager shall issue his/her written decision to the grievant and the Union within ten (10) business days after that meeting or ten (10) business days after receipt of the grievance if no meeting is held.

In the event that a grievant is challenging a suspension, demotion or termination of a bargaining unit member or members, the grievance shall be initiated directly at Step 2 of the grievance process.

Section 6. All time frames contained in this Article are of the essence. However, the parties may mutually agree to extend any of the deadlines set forth in this Article in writing. If the grievant does not comply with the time frames established by this Article, and the parties have not mutually agreed to extend the deadlines herein, the grievance shall be waived and may not proceed any farther. In the event that the City fails to respond to a grievance in the required time, it shall be deemed denied, and the grievant may process the grievance to the next step of the process.

Section 7. It is the agreement of the parties that only the Union can advance a grievance to arbitration with one exception – when the Union declines to advance a grievance to arbitration solely because the grievant is not a member of the Union. Bargaining unit members are otherwise bound by the decision of the Union to advance or decline to advance a grievance to arbitration. The Union is not required to process a grievance or to proceed to arbitration on behalf of any individual who is not a union member. In the event that an employee declines the right to union representation during the processing of a grievance, the Union representative will not intervene in the grievance process, but shall be present as an observer to ensure that the grievance is not resolved in a manner contrary to the terms of this Agreement.

Section 8. A grievance may be settled on any basis that is agreeable to the parties involved and a settlement shall not be deemed to set a precedent, nor shall the fact or terms of a settlement be admissible in any future arbitration case, without the written consent of the City.

Section 9. The Union representative shall be allowed to attend all meetings specified in this Article while on duty with pay.

Section 10. In the event that a party to arbitration files litigation to vacate or compel an arbitration award, the court is empowered to award attorneys' fees and costs, in its discretion, should it find that the motion was pursued in bad faith, for the purposes of delay, lacked substantial merit, or for any reason allowed by law.

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| ARTICLE 28 ARBITRATION |
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Section 1. Any unresolved grievance that has been processed through the grievance procedure in a proper and timely fashion, as set forth in this Agreement, may be submitted to binding arbitration by the Union in accordance with the provisions of this Article.

Section 2. All times contained within this Article are of the essence.

Section 3. Within 20 business days of the City Manager's Step 2 decision, the grievant may file a demand for arbitration by concurrently a) giving a written notice of the intent to arbitrate to the City's Director of Human Resources and b) filing a request with the Federal Mediation and Conciliation Service ("FMCS") for a list of seven (7) arbitrators. The grievant bears the responsibility of paying any applicable filing fees

Section 4. Within 20 business days of receipt of the panel from the FMCS, unless extended by mutual consent, the parties or their representatives shall, in a meeting or by telephone, alternately strike one name at a time from the list until only one name remains, and that arbitrator shall be selected to hear the case. The first party to strike shall be determined by coinflip or mutual agreement of the parties. The party seeking arbitration shall inform the FMCS of the identity of the arbitrator. Each side has the right to reject one full list before the first arbitrator is struck.

Section 5. The arbitration shall thereafter proceed in accordance with the reasonable instructions and orders of the arbitrator, subject to the following limitations:

- A. No arbitrator shall have before him/her at any time more than one case involving this Agreement without voluntary consent of both parties.
- B. The arbitrator shall use his/her best reasonable efforts to accommodate the parties' requests concerning hearing dates, times and places, due to operational considerations.
- C. The arbitrator shall not admit evidence concerning any grievance settlement(s) or settlement efforts without the consent of the City.
- D. The arbitrator shall not add to, subtract from, or modify any term or provision of this Agreement in any way.
- F. The arbitrator, by accepting appointment, agrees to render a decision within thirty (30) calendar days after the close of the hearing, subject to his/her authority to grant more time for the filing of briefs.

Section 6. An arbitrator shall not be bound by a prior arbitrator's decision or award, although he/she may give it such weight, as he/she deems proper.

Section 7. The arbitration shall be conducted as expeditiously as possible and held within the City, unless the parties agree jointly to a different location. Each party has the right to representation through counsel, to subpoena witnesses and documents, to examine and cross-examine witnesses, and to present oral arguments to the arbitrator.

Section 8. The arbitrator in their decision shall clearly state the identity of the prevailing party, or if none, that his/hers is a split decision. The parties shall bear the cost of the arbitrator equally. Each party shall be responsible for its own attorneys' fees and costs, regardless of the decision. In the event that cancellation fees are charged by the arbitrator, they are the responsibility of the party requiring cancellation or continuance, unless agreed upon by the parties or due to settlement of the grievance, in which case the costs are evenly split between the parties.

Section 9. In the event that the parties dispute the procedural arbitrability of a grievance, the issue of whether a grievance is procedurally arbitrable shall be determined by an arbitrator. The arbitrator shall have the authority to determine whether procedural arbitrability and the merits shall be bifurcated or heard with the merits of the matter.

Section 10. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 29
COURT APPEARANCE

Upon receipt of a subpoena, or a Notice to Appear in Court, or notice that the employee's deposition is to be taken on matters relating to their official performance as a member of the fire department, the employee shall immediately notify the Fire Chief, via chain of command, prior to appearing.

For off-duty court appearances when subpoenaed as a Coral Springs employee on matters relating to the official performance of the employee's duties as a Coral Springs employee, a minimum of three (3) hours pay at the established rate of one and one-half (1 1/2) times their hourly rate shall apply. Court time shall begin one (1) hour prior to subpoena time and shall end when dismissed by the court for the day. Any expenses incurred by the employee will be reimbursed in accordance with the Administrative Policy 09.01.01, Travel and Subsistence.

For off-duty court appearances when subpoenaed as a member of the Fire department on matters relating to the official performance of the employee's duties as a member of the Fire department, for court appearances outside Broward County, as a result of change of venue or other matter beyond the employee's control, it shall first be necessary to obtain the authorization of the Fire Chief.

ARTICLE 30
INDEMNIFICATION

Consistent with the Code of Ordinances of the City of Coral Springs Section 2-7, the City will indemnify (exonerate) and hold harmless an employee from any disputes, proceedings or litigation arising from the performance of an employee's official duties on behalf of the City.

ARTICLE 31
DISCIPLINE AND DISCHARGE

Section 1. All disciplinary actions, including discharge, taken against members shall be based upon just cause. The City may not alter an employee's shift, station, Kelly Day, scheduled leave day, or otherwise change a term or condition of employment to discipline an employee. It is the City's intent to follow the principles of progressive discipline, but reserves the right to take disciplinary actions, including termination, for just cause.

Section 2. A notice of discipline or notice of proposed discipline must be presented to an employee within 180 calendar days after the Fire Chief or their designee first becomes aware of an alleged misconduct and/or policy violation. The 180 days shall be tolled: (1) for a period specified in a written waiver by the member, (2) during the period of any criminal investigation or criminal prosecution relating to the misconduct and/or policy violation, (3) during the period a member is incapacitated or otherwise unavailable (including, but not limited to injury, illness, use of any leave, military service, State or Federal deployments), (4) in a multi-jurisdictional investigation, for a period of time necessary to facilitate coordination of the agencies involved, and (5) for no more than 180 days during the period of time a declared state of emergency exists, as declared by the Federal Government, State Government, or any local authority. The parties agree that the 180-day time period for tolling because of a declared state of emergency (described in number 4 above) is meant to encompass any extensions of a state of emergency that is/are issued relating to the same emergency circumstances as if they were the same declaration.

Section 3. An investigation shall begin within 20 working days (weekends and holidays excluded) from the time the Fire Chief or designee becomes aware of alleged misconduct. With the exception of investigations containing criminal allegations, the member shall be notified of the opening of an investigation. Whenever the City conducts an informal inquiry or investigation of a bargaining unit member, it shall be in accordance with the provisions of Section 112.82, Florida Statutes - commonly referred to as the Firefighters' Bill of Rights.

Section 4.

1. Management reserves the right and prerogative to make disciplinary decisions based on repeated occurrences of varying incidents, past performance, or severity of the incident.
2. Progressive disciplinary actions are encouraged when circumstances support such use.
3. A number of factors should be considered in determining the appropriate discipline. Such factors may include time intervals between offenses, effectiveness of prior disciplinary actions, insubordination, employee willingness to improve, overall work performance and teamwork.
4. Certain extreme misconduct is so contrary to the public interest that dismissal may be the only appropriate disciplinary measure.

5. The level of misconduct may differ in individual cases from apparently similar incidents. The City retains the right to treat each occurrence on an individual basis without creating a precedent for situations which may arise in the future. This case- by-case method is designed to take individual circumstances and/or mitigating factors into account. These provisions are not to be construed as a limitation upon the retained rights of the City but are to be used as a guide.
6. The failure of immediate supervisors to document and/or take disciplinary actions for misconduct, or the failure to forward the completed disciplinary documents to Human Resources, shall serve as grounds for disciplinary action.
7. Verbal warnings or verbal reprimands shall not be considered as disciplinary action.
8. After a period of one year for a record of discussion, two years for a written reprimand, and five years for a suspension without pay, discipline will not be considered for purposes of future disciplinary actions or promotions.
9. Disciplinary action against a bargaining unit member may be taken only by a supervisor in the employee's chain of command.

Section 5. Employees who receive an **OVERALL** "Below Expectations" evaluation (rating of 1) shall be given a follow-up evaluation within 60 days of the initial "Below Expectations" evaluation. **If the follow-up evaluation results in an overall rating of "Below Expectations," then that member may be subject to demotion or disciplinary action up to and including termination.**

ARTICLE 32
DRUG-FREE WORKPLACE

Except as set forth below, Administrative Policy 06.01.01, Drug Free Workplace, as amended from time to time (provided the Union shall be provided 10 business days notice before any amendment and the opportunity to impact bargain in accordance with Chapter 447, Florida Statutes if impact bargaining is requested by the Union), will be utilized to implement the City's Drug Free Workplace Program with respect to this contract. The City acknowledges that union representation will be allowed, during appropriate phases of the drug testing process. Under no circumstances will union representation be permitted during the collection phase of the drug testing process.

Members with a positive confirmed test result for any drugs will be subject to discipline up to and including termination but shall not receive less than a 15 day suspension without pay. If a member has been suspended for a positive (failed) test result, and has suffered any loss including pay, time accrual or pension benefits, and the member's explanation is later deemed satisfactory by the City or through an arbitration process, then upon return to normal employment status, that member will be made whole in regard to those items.

Members returning to work after a positive drug test shall be required to execute a last chance and return to work agreement with the City and comply with all requirements in City Administrative Policy 06.01.01, as may be amended from time to time.

ARTICLE 33
INTEGRITY OF THE FIRE DEPARTMENT

The parties agree that in order to maximize the efficiency of its manpower and the provision of services to the City's citizens, all persons hired to fill a bargaining unit position shall be State Certified Firefighters and Paramedics or Emergency Medical Technicians at the time of their hiring and at all times while employed with the City. All members at the time of hiring and all times during employment shall hold a valid Florida driver's license.

In addition, a member assigned to the Fire Inspections division shall hold a Broward County Board of Rules and Appeals Fire Inspector Certification at the time of their hiring or obtain such certification within twelve (12) months of their hire. At all times thereafter, a member assigned to the Fire Inspections division shall maintain such certification at all times while employed with the City.

In the event of the subcontracting or voluntary transfer of the Fire Department, or of any of its functions, to any other governmental or private entity, the City shall provide in writing, with at least three (3) months advance notice, its decision, the rationale for its decision, and the savings the City expects to enjoy as a result of subcontracting. If the City will be accepting Requests for Proposals (RFP's) for fire-rescue services, the Union will be given six (6) months' notice prior to the scheduled opening of an RFP and will be given the opportunity to reply to the RFP.

After the matter has been discussed publicly with the City Commission, City agrees that Union representatives may attend all public and staff meetings at which discussions take place regarding sub-contracting or merger. Attendance at staff meetings will be limited to two members that will attend in an observing capacity only.

The City agrees that it will require as a condition of subcontracting or merging that the subcontractor or governmental entity shall hire all employees, they require from bargaining unit members for a period of not less than one year. These employees will receive the same salary and equivalent benefits as provided in this agreement. Should the subcontractor or governmental entity not agree to follow this provision, the City shall not engage that subcontractor or governmental entity.

Both parties acknowledge that the subcontractor or governmental entity may dismiss an employee for cause during this one-year period.

ARTICLE 34
MEDICAL EVALUATIONS

Section 1. All employees are **required** on an annual basis to complete a cardiac stress test and ultrasound medical screening. If necessary, employees are responsible to obtain follow up care based on their cardiac stress test and/or ultrasound medical screening. Medical results will not be reported to the City by the medical provider.

Section 2. All employees are encouraged to voluntarily participate in the following City-paid-for medical evaluations:

- Bloodwork
- Hearing and vision
- Skin Cancer Screening
- Fitness Screening
- Ultrasound
- Cardiac Stress Test
- Physical Exam with Doctor or Nurse Practitioner
- Dietician Consultation

**ARTICLE 35
FOCUS GROUP**

The City and the Union agree to establish a labor-management focus group, to be comprised of four (4) members. Two (2) members representing management will be the Fire Chief and a second City designee. Two (2) representatives of the Union will be chosen by the Union. This focus group shall meet quarterly, or upon written request of either party. The goal of the focus group is to discuss implementation of this agreement, to consider new or modified methods of performing fire and rescue duties, to address rules and regulations, and to deliberate upon how to provide the best level of service to the citizens of Coral Springs in an efficient and effective manner. The focus group's meetings are for discussion purposes only and will not in themselves constitute collective bargaining.

In addition to the labor-management focus group, the Coral Springs Fire Department will maintain a Fire Department Safety and Health Focus Group.

The Fire Department may also form and maintain Operational Focus Groups (e.g. EMS, Building, Truck, etc.), at the discretion of the Fire Chief. The Fire Chief will have the discretion as to the number of members that will sit on each focus group and reserves the right to add or remove Operational Focus Groups and/or focus group members at any time. With prior approval of the Fire Chief or designee, members shall be permitted to participate in the City's Safety Focus Group.

Fire Department members who serve on any focus group will be compensated in accordance with Article 20, Overtime for time spent attending focus group meetings and while performing work related tasks while off duty that are generated by a focus group, subject to prior approval by the Fire Chief or designee.

ARTICLE 36
LAY-OFF AND RECALL

It shall be the City's proper right and function to determine if and when any reduction in force shall take place, as well as the extent of such reductions. Layoffs shall occur in reverse order by departmental seniority, least senior employee being laid off first. Any demotions required to balance required staffing shall be made by position seniority. An employee may not "bump down" another employee unless they have served in that classification during their employment with the City.

The City will to the best of its ability attempt to recall bargaining unit members to bring the Fire Department back to its original makeup. Recall shall be in reverse order of layoffs.

If the employee is unable to return to work when recalled because of a physical or mental disability but subsequently recovers prior to 18 months following the day of layoff, at that time the employee shall be entitled to replace the employee with the least seniority if less than his/her own, when working. If such employee is not recalled within 18 months following the day of layoff, the employment relationship shall be terminated.

The laid off employee, in order to maintain the right of recall, must:

- A. Not give notice to retire or resign during the period of layoff.
- B. Maintain all required certifications.

Time in layoff status shall not count for the purpose of earning any benefit, unless the specific benefit plan expressly provides otherwise, and an employee on layoff status shall not enjoy economic benefits other than those earned while in active employment.

Employees retain recall rights for up to eighteen months after the date on which they are laid off. Employees have the duty, during lay off, to keep the City informed of the address and phone number at which they may be contacted in the event of a recall. In recalling employees, the City shall contact an employee by certified mail to inform them of the recall. The employee shall have ten days from the receipt of the letter informing them of their recall rights. If the employee does not inform the City of their desire to return to the department within that time frame, by phone or letter, the City may then move to the next person on the recall list. Employees "bumped down" as a result of a layoff will be returned to their prior classification before any new promotions are made.

Under no circumstances shall the City hire any new employee in any position covered by this agreement while any bargaining unit member is laid off. The City may hire a new employee only after all employees on the recall list have been contacted and offered the opportunity to return to work. In the event of a recall, the parties agree to bargain the impact of wages for recalled employees.

ARTICLE 37
MINIMUM RESPONSE STAFFING

Section 1. In order to maintain the utmost level of service to the citizens served by the Coral Springs Fire Department and to promote the safety and well-being of the community, the City agrees the following staffing levels will be maintained:

- a. There will be two shift supervisors working every day. A shift supervisor is defined as a Battalion Chief and/or a Chief Officer.
- b. Rescue Units shall be staffed with two members one of which will be a Lieutenant and one other shift member, except for rescue 80 and rescue 43 which will both be staffed with a Lieutenant and two other shift members. To the extent the City of Parkland enters into and maintains an Agreement with the City of Coral Springs and pays the City of Coral Springs to provide an additional member for rescue 97, the minimum staffing for rescue 97 shall be one Lieutenant and two other shift members.
- c. Aerial Units/Engines will be staffed with three members, including one Captain, one Driver/Engineer and one other shift member.
- d. Tanker will be staffed with one Driver Engineer (this staffing level is on an as needed basis).

Section 2. When a third member is available to staff additional rescue units, the rescue will be staffed by policy as determined through mutual agreement of the Fire Chief and Union.

Section 3. Minimum staffing required in this Article may be accomplished through the use of temporary upgrades or downgrades as provided for in Article 25.

ARTICLE 38
PHYSICAL PLANT MAINTENANCE

The City will utilize non-unit personnel to maintain lawns and shrubbery at all Fire Stations.

The City will utilize non-unit personnel for the performance of custodial duties in the Fire Department Administrative Offices.

Unit members will continue to perform: (1) housekeeping duties in and around fire stations including routine policing for trash, fallen branches, and/or other forms of debris in fire station parking lots, lawns, grounds, rock gardens and other exterior areas around the fire station; and (2) routine upkeep and preventive maintenance to Fire Department equipment and apparatus in the same manner that was in effect prior to the implementation of this language.

The City will not require unit personnel to perform major maintenance and repairs (i.e. construction, carpentry work, painting, etc.) to City buildings and properties.

ARTICLE 39 PROBATION

Initial Probation

The probationary period is an integral part of the employment process. It shall be used as a period of close observation of an employee's work and to secure the most effective adjustment of the new employee to their position, as well as to separate those employees whose performance does not meet the high standards required by the Department and demanded by the citizens of Coral Springs.

The probationary period for a newly hired employee shall begin on the date that the employee begins working for the Department as a paid, full time employee. The probationary period shall continue for a period of one calendar year. In the event that a probationary employee takes an approved leave of absence, the probationary period shall be extended beyond the anniversary date for a period of time equal to the amount of leave taken. During initial probationary period, the newly hired employee shall not be scheduled to work overtime or off duty details for 6 months (60 days for members of the Community Risk Reduction division) and shall not be permitted to conduct shift exchanges for 12 months, (Excluding members of the Community Risk Reduction division), unless approved by the Fire Chief or designee.

During the probationary period for newly hired employees such probationary employees may be laid-off, disciplined, or discharged at will. Probationary employees are subject to all rules and regulations as set forth in the City Policies and Operating Guidelines and this Agreement.

Upon the expiration of the probationary period the City shall either grant the employee regular status or shall separate the employee from employment with the City. This initial probationary period can be extended up to 90 days with the approval of the Fire Chief. During initial probation, a member may be terminated for failure to successfully meet initial probation. In the event that an employee is separated on or before the expiration date of the probationary period or the extended probationary period, the employee shall not have recourse to the grievance or arbitration articles of this Agreement.

Position Probation

An employee promoted to a higher position in the department or transferred from another City department to a Fire department position shall serve a one-year position probationary period. This position probationary period can be extended up to 90 days with the approval of the Fire Chief with 14 days' notice to the member. Upon the expiration of that period, the Chief may approve retention of the employee in that position or may return him to their former position. During position probation, a member may be demoted for failure to successfully meet position probation. In the event that an employee is demoted on or before the expiration date of the probationary period or the extended probationary period, the employee shall not have recourse to the grievance or arbitration articles of this Agreement. In the event the employee returns to their former position, they shall have seniority as if he had never been promoted.

The Fire Chief may require the successful completion of certain training or certifications in addition to the minimum requirements as provided for in Article 23 of a particular rank or position. If a member is required to take any additional training by the Fire Chief in order to successfully pass position probation, such member shall be afforded on-duty time to complete the required training. Failure to successfully complete the training shall result in that member failing position probation. Any required training or certification that may be required to probation shall be clearly listed in the positing for such rank or position.

Employees may voluntarily request a demotion to a previously served vacant position that the employee had successfully completed initial probation, with a commensurate decrease in pay not to exceed the pay band for the requested position. Any request to voluntary demote may be denied by the Fire Chief with or without cause. Such demotion shall not be punitive. Written notification of a demotion shall be signed by the employee acknowledging receipt of the written notification and forwarded to Human Resources for inclusion in the employee's records.

ARTICLE 40
REQUIRED SHIFT CHANGE

Should the City require an employee to change shifts, the City will provide a minimum of 48 hours off-shift before the employee is required to report to the new shift. Notice of a shift change will be provided to the employee 30 calendar days prior to the shift change taking place. Such shift change can take place sooner than 30 calendar days only with the consent of the employee. The employee's pay will not be affected by the shift change.

Should an employee request a voluntary shift change, the City will have 14 calendar days to evaluate the request and notify the employee of the final decision. If the employee's request for a shift change is approved, the City will make every effort to implement the change in a timely manner. Members on initial probation will not be granted a shift change without approval of the Fire Chief.

The Fire Chief may change member shifts based on the operational needs of the Department such as special certifications, experience, or special assignments.

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| ARTICLE 41 SENIORITY |
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For the purposes of this Agreement there shall be the following forms of seniority:

Position seniority is defined as the length of uninterrupted service in a specific position covered by this Agreement within the Fire Department of Coral Springs.

Department seniority is defined as the length of uninterrupted service, measured from the employee's initial date of employment. Effective on contract ratification, when employees have the same position seniority, the employee whose promotional test score is highest shall prevail for seniority purposes, when employees have identical position seniority and identical test scores. Department seniority shall be the determining factor. Employees not holding rank and whose date of employment are the same, seniority shall be determined by the highest hiring examination test score, if the same then by the date the employment application was received, if the same, the time the employment application was received, if the same, the alphabetical listing of the last name.

As provided in this contract Department seniority shall be used for:

- Vacation selection
- Lay offs
- Recalls

Position seniority shall be used for:

- Station bids
- Kelly day selection
- Overtime distribution
- Reclassifications due to layoffs and recall

Seniority is broken by the following events:

- A. voluntary resignation where employee does not return to work for the fire rescue department in a bargaining unit position for one or more years
- B. where an employee is involuntarily laid off for more than eighteen months or discharged for just cause
- C. absent without permission / unauthorized leave for four or more consecutive shifts

Seniority shall continue to accrue during all forms of authorized leave, whether paid or not.

A seniority list shall be posted at Fire Administration at all times, listing each employee's department and position seniority. All position and department seniority in place at the time this agreement takes effect will remain in place.

ARTICLE 42
SHIFT EXCHANGE

Employees covered by this agreement shall have the ability to engage in shift exchanges. Employees may exchange shifts with advance notice to the Fire Chief or their designee. Shift exchange requests may be denied only for cause in writing.

The parties agree that shift exchanges are to have no financial impact on the City. No employee party to a shift exchange shall be entitled to overtime. When employees engage in a shift exchange, the City shall incur no obligation other than paying the employee(s) who actually worked the amount of compensation to be received by the exchanging employee had he worked that shift.

Once a member accepts a shift exchange, that member accepts all the responsibilities as a member working a regularly scheduled shift and will be charged sick time for that shift if they call in sick. If a member fails to report for a mutual exchange, they will be subject to discipline.

Any employee on duty by virtue of a shift exchange shall be entitled to the same benefits and privileges as any on-duty personnel and shall assume all responsibilities and duties of the position filled.

No employee may engage in a shift exchange to hold a position for which the employee is not qualified by virtue of their position, unless otherwise approved by the Fire Chief or designee.

Members shall have the ability to repay a shift exchange by using a transfer of annual leave hours that is equal to the hours exchanged in lieu of working the hours to repay the exchanging member. This method of repaying a shift exchange must be agreed upon by both members and is subject to sufficient annual leave accruals at the time of the exchange. A method agreed upon by the Fire Chief, The Union and Human Resources shall be used to facilitate the annual leave transfer.

During initial probationary period, the newly hired employee shall not be permitted to conduct shift trades for 12 months unless approved by the Fire Chief or designee. Prior to any separation from employment with the City an employee shall certify whether and how much time is "owed" to any other employee(s) in order for the City to release any funds owed to the employee. In the event that any time is owed, the employee shall identify the employee(s) affected, and prior to their receiving any compensation, the City shall confirm that all affected employee(s) have been repaid.

Exchanges will not be altered unless operationally necessary.

ARTICLE 43
STATION ASSIGNMENT AND KELLY DAYS

Station assignments will be bid September 1 thru September 7. Station assignment bids will take effect on October 1st of that year. Kelly Days will be bid September 1 thru September 7. Kelly Days will take effect on the first Sunday of the first three-week work cycle of the calendar year (January 1) for each respective shift (these will be different for each shift).

The process will be as follows:

1. The District Chief, Battalion Chief and a representative from the Union will be present throughout the entire process.
 - The bidding process for Station and Kelly Days will be conducted through one of two methods. The Battalion Chief will call the most senior member in the position that is currently being bid and allow them to select based upon the available stations. This process will continue until all members have bid according to their position seniority. Utilizing an electronic system, the most senior member within the rank that is currently being bid will log into the system and select based upon the available stations. The bidding utilizing either method will take place in the following order: District Chief, Battalion Chief, Captains, Lieutenants, Driver/Engineers, and Firefighters. The same process for selecting station bids will be utilized for Kelly days. The Kelly Day Bids will take place during the first week of November. Any member NOT on Duty, or able to log in to the electronic system has the following options:

First Option: The member can provide a valid phone number to the Battalion Chief by August 1st for Station Bids and August 1st for Kelly Days. If the member chooses this option, it is ***HIGHLY Recommended*** that the member sends a backup email specifying their selections prior to the selection date to compensate for any unforeseen events that may preclude them from being contacted by phone. The City will make its best attempt to make all phone calls between 9am – 12pm, call volume permitting.

Second Option: Any member who feels they may be unable / unavailable to provide a phone number and / or be contacted during the designated time and date shall provide their Battalion Chief with their bid selections by September 1st for Station Bids and by September 1st for Kelly Days via Email.

- **IF ONE OF THE TWO ABOVE OPTIONS ARE NOT EXERCISED BY AN OFF-DUTY MEMBER, THAT MEMBER WILL BE PLACED WHEREVER OPERATIONALLY NECESSARY.**
- The member will then give their bid selections (Station). Selections will be granted based

upon position seniority and availability. The member will have the opportunity to place multiple bids if needed. After a station is filled according to each rank, that station will become unavailable to the less senior members of that rank.

- During the process, if an on-duty member cannot be contacted due to call volume, the selection process will be suspended until that member becomes available. After that member becomes available, the bid process will resume.
- It will be the goal that each shift's bid process will be completed prior to the end of that shift.

As a note, the float system will be a float system at large. Float will be placed where operationally necessary on a shift-by-shift basis.

The Fire Chief may deviate from following position seniority during the bid process due to factors such as employee's special certification, experience, or special assignment.

Station assignments may be changed due to operational needs. In the case that a station assignment is permanently changed the City will give the employee a three-shift notice.

An employee that is transferred from one shift to another will be assigned to a station for the remainder of the fiscal year. If a Station Assignment becomes available due to transfer, promotion, retirement, or resignation that vacated Station Assignment will be offered to the most senior float, the second most senior float and so on in that same position and same shift until filled.

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| ARTICLE 44 UNIFORMS AND EQUIPMENT |
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Employees may arrive at work and leave work in civilian clothing. Employees shall be in the “uniform of the day” at shift exchanges. (Coming on duty and going off duty). If an employee is found to be in either partial uniform or civilian clothes other than as provided above, and in the Department Rules and Regulations, he may be subject to disciplinary action. Uniform of the day is defined as City issued t-shirts and shall be worn throughout the year during normal operations and details that are outdoors in heat conditions. Class B uniforms shall be worn at special events, special recognitions, indoor public education events, City Commission meetings, and indoor details. Fire Inspectors may wear t-shirts for outdoor and multi-family inspections, Polo shirts for normal operations and may wear city-provided jumpsuits for after-hours callouts.

All combat firefighting rescue personnel, including members of Community Risk Reduction, shall be provided with protective clothing and equipment as follows:

- Helmet
- Fire Gloves, and Extrication Gloves
- 2 Bunker coats, 2 Bunker pants with suspenders, (For members of CRR 2nd set will be Wildland Firefighting Gear)
- Boots
- Protective hoods
- Air mask
- 20 feet of 1” tubular webbing
- Gear bag or box for float personnel
- Personal flashlight
- Protective rain gear (upon request).
- Radio strap assembly
- Traffic vest
- Bailout harness
- Any new equipment purchased and issued by the Fire Chief or designee

All In-service Units shall be equipped with sufficient quantities of the following for each member on the unit:

- Self-Contained Breathing Apparatus (S.C.B.A.),
- Portable Radio
- Hand light
- Personal thermal imager
- Bailout Kit

All protective clothing and equipment shall meet and if possible, exceed applicable N.F.P.A., Federal or state standards when purchased.

All bargaining unit employees shall be issued the following uniform items upon initial employment. The City will make every effort to issue these items prior to first duty date/shift:

Job Shirt,
2 pairs of shorts,
2 short sleeve uniform work shirts (Class B),
1 long sleeve uniform dress shirt and tie (Class B),
5 pairs of uniform work pants,
1 uniform work belt (buckle color to be appropriate for position),
6 short sleeve, long sleeve or a combination thereof, work t-shirts (design subject to approval),
1 baseball cap, if requested (City issue only may be worn while on duty), and
All necessary uniform hardware for the employee's position.
1 wide-brim boonie hat, subject to policy specifying when can be worn, and issued only upon request.

In addition, members assigned to Training Division shall receive two (2) "dry-fit" style long sleeve shirts per year.

In addition to the above items' members of the Community Risk Reduction Division shall be issued 6 short sleeve, long sleeve or a combination thereof polo style shirts as requested by the employee.

Upon contract ratification, all current employees will be issued additional uniform items in order to meet the above initial employment allotment upon request.

Promotion for the rank of Lieutenant and above, the department will order a one-time issue of the following items (may be re-issued upon change in position or other circumstances as determined by the Fire Chief):

1. 1 full Class A dress uniform, coat, shoes, tie, pants and hat, and
2. All necessary uniform hardware for the employee's position.

The employee shall receive the following uniform items annually on an as-needed basis:

5 pairs of uniform work pants,
6 short sleeve, long sleeve or a combination thereof work t-shirts
1 baseball cap
3 Polo style shirts for members of Community Risk and Reduction (long sleeve or short sleeve at the discretion of employee)
1 wide-brim boonie hat, and
Replacement of any worn or ill-fitting items.

Upon any change to uniform design or logo and upon change of rank, employees shall be issued the number of uniform items that is equal to the initial employment allotment.

Uniform items shall be replaced as needed by the City when worn out or damaged.

The City shall replace or repair protective clothing, equipment, and uniform components issued by the City, when the above items become worn or damaged. If a member loses or misplaces their gear or clothing, and it has been deemed avoidable by the City's Safety Committee, he/she shall replace same at his/her expense. Amounts over \$200.00 may be paid over time through payroll deduction. Amounts not repaid prior to a member's termination shall be deducted from the member's final paycheck.

Each bargaining unit member is entitled to a station work boot reimbursement of up to \$300.00 every two years. Employees will be entitled to such reimbursement upon the presentation of a receipt and the boots themselves to their commanding officer. In consideration for this reimbursement, employees agree that the boots shall be worn only for work and for no other purposes.

At the City's option, the City will provide a \$600 cellphone stipend per year or a cellular phone and service to all members who are required to carry a phone while on or off duty with the exception a phone may be assigned to the unit in lieu of an individual.

The following are the items for which the member may claim reimbursement or replacement, and the limits of the reimbursement or replacement obligation.

A. Eyeglasses or contact lenses. Prescription eyeglasses or contact lenses are to be repaired, if feasible, or replaced, at the City's option, at actual cost of repair or replacement. The City will pay up to fifteen dollars to repair or replace sunglasses.

B. Jewelry. The City will not pay for the repair or replacement of any jewelry other than one watch or one watchband, at a cost of not more than \$40.00 for a watch or \$15.00 for a watchband. Repair or replacement is to be at the City's option.

C. Hearing aids. The City shall pay for the cost of replacement or repair, at the City's discretion, of hearing aids that are damaged in the course of the member's duties at a cost not to exceed \$200.

ARTICLE 45
WORK SCHEDULE

Section 1. Shift members shall work with a start time of 0700 and work a 24-hour shift and a 48-hour workweek with the paid regular day off – a “Kelly Day” – every seventh shift. The City may unilaterally alter this schedule if it is determined by a court of law or the Department of Labor, Wage and Hour Division, that the budgeted shift position schedule is not to be in compliance with the 7(K) exemption.

Section 2. Non-shift members shall work a 40 hour workweek with an unpaid lunch not less than thirty minutes. Members in the Community Risk Reduction Division can work four (4) ten (10) hour days. Members hired to the Community Risk Reduction Division after January 19, 2023 may work four (4) ten (10) hour days with supervisor approval.

Section 3. Except an emergency as determined by the City or when a member is actively involved in a call or scene, members may not work more than 48 hours straight. Members must have a 12-hour break after they have worked a 48-hour shift.

ARTICLE 46
SPECIALTY TEAM DEPLOYMENT

During the course of a State/Federal declared emergency, bargaining unit members, if deployed, shall not have sick, compensatory, or annual leave deducted, except if sick or not working when deployed. Any member deployed shall be off initial probation. Preference shall be given for those members with advanced training such as USAR related classes dependent upon deployment request. Deployment for a disaster response shall be based upon position seniority according to the response requested. For those members assigned to FEMA Urban Search and Rescue (USAR) Florida Task Force Two (FLTF2), those members shall be released with the authority of the Fire Chief upon being activated for a FEMA response. All deployment rostering for FEMA USAR FLTF2 members is at the sole discretion of the City of Miami, who is the host agency.

Management and the Union agree to establish a list for the purposes of selecting members needed for specialty deployments. This list will be utilized for all specialty team deployments expected to be greater than 48 hours in duration. The list will be established using department seniority. Once a member voluntarily accepts a deployment assignment they will drop to the bottom of the list. Specialty certifications may be considered based on the nature of the request received.

ARTICLE 47
REOPENING CLAUSE

Except as specifically provided herein, neither party shall be permitted to reopen or renegotiate this Agreement or any part of this Agreement. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters, which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement. In the event there is a change in the Local representing the members, this Agreement shall be reopened with respect to references to the former/new Locals.

Except as otherwise provided herein, specific articles of this agreement may be reopened only with the mutual written agreement of both parties hereto.

ARTICLE 48
SEVERABILITY CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree to meet as soon as practicably possible to negotiate a lawful replacement provision, in no event later than 60 days after either party learns of the decision and informs the other party.

ARTICLE 49
TERM OF AGREEMENT

The collective bargaining agreement begins on January 19, 2023 and ends on January 18, 2026. Negotiations may begin at least 180 days prior to the expiration of this agreement upon written notice from either party of a desire to negotiate, renew or terminate this agreement. Upon the giving of such notice, the parties agree to meet at reasonable times and places and seek to negotiate a renewal agreement. The parties shall then proceed as provided by law.

In the event the City and the Union have not reached and ratified a successor collective bargaining agreement prior to the expiration of this Agreement, the wage and monetary benefit levels of bargaining unit employees shall remain at the levels in effect on the final day of the Agreement until modified by subsequent agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives on this _____ day of _____, 2022.

FRANK BABINEC,
City Manager

BRIAN POWELL,
President Local 3080

NEGOTIATING TEAM FOR THE
CITY OF CORAL SPRINGS:

NEGOTIATING TEAM FOR
METRO BROWARD PROFESSIONAL
FIRE FIGHTERS:

DALE PAZDRA,
Deputy City Manager

JOHN ATWATER,
District President

MICHAEL MOSER,
Deputy Fire Chief

PATRICK STAAB,
Assistant District President

JOHN WHALEN
Deputy Fire Chief

THOMAS HAYES
Union Representative

APPROVED AS TO FORM:

ANDREW B. DUNKIEL,
Deputy City Attorney

THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COMMISSION OF THE
CITY OF CORAL SPRINGS ON THIS _____ DAY OF _____, 2023.

SCOTT BROOK, Mayor

ATTEST:

GEORGIA ELLIOT, CMC, City Clerk