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To: Honorable Mayor and Members of the City Commission

From: Desorae Giles-Smith, City Manager
Alison Smith, Esq., Labor Counsel

Date: October 28, 2024, Commission Meeting

RE: Proposed Resolution Providing for Ratification of the Collective Bargaining Agreement Between the City and the Local 3080 Metro Broward Professional Fire Fighters, Internal Association of Fire Fighters (“IAFF”)

RECOMMENDATION

It is recommended that the City Commission adopt the enclosed resolution, which authorizes and approves the ratification of the Collective Bargaining Agreement (the “Agreement”) between the City of Lauderdale (the “City”) and the Local 3080 Metro Broward Professional Fire Fighters, IAFF (“Union”).

AGREEMENT HIGHLIGHTS AND SUMMARY

The Agreement, which applies to the City’s Firefighters, Inspector/Firefighters, Lieutenants, Captains, District Chiefs, and Battalion Chiefs, is for a three (3) year term commencing October 1, 2024 and expiring September 30, 2027. The following key sections of the Agreement have been summarized for the Commission’s convenience:

- **Union Recognition.**
 - (a) Reclassifying Lieutenants to Captains and Captains to District Chiefs. As a result of the bargaining sessions for the instant contract, the parties agreed to change the title of Lieutenant to Captain and that of Captain to District Chief, in order to come more closely into alignment with other fire departments in the region. The change is purely operational and does not impact pay, benefits, seniority in classification, or job responsibilities.
- **Grievance Procedure.**
 - (a) Step 1. The grievant shall present in writing his/her grievance to his/her Operations Chief within fifteen (15) calendar days of the occurrence of the action or knowledge of the occurrence giving rise to the grievance. The Division Chief shall within ten

(10) calendar days of receipt of the written grievance conduct a meeting with the grievant and his/her representative, if needed. The grievant may be accompanied at this meeting by a Local Union Representative. The Division Chief shall notify the aggrieved employee of his/her decision not later than ten (10) calendar days following the meeting date.

- (b) Step 2. If the grievance is not settled at the first step, the grievant within three (3) calendar days of the answer in the first step shall present it to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall within ten (10) calendar days of receipt of the written grievance conduct a meeting with the grievant and his/her representative, if needed. The grievant may be accompanied at this meeting by a Local Union Representative. The Fire Chief or designee shall notify the aggrieved employee of his/her decision not later than ten (10) calendar days following the meeting date.
- (c) Step 3. If the grievant does not settle his/her grievance in the second step, the grievant within seven (7) calendar days shall present the written grievance to the Manager or designee. The Manager or designee shall investigate the alleged grievance and shall within ten (10) calendar days following receipt of the written grievance conduct a meeting with aggrieved employee and/or his/her representatives. The Manager or designee shall notify the employee in writing of the decision not later than ten (10) calendar days following the meeting date.
- (d) Step 4. If a grievance, as defined in this article, has not been satisfactorily resolved within the grievance procedure, the grievant may request arbitration or a civil service hearing in writing to the Office of the Manager no later than ten (10) calendar days after the Manager's response is due in Step 2 of the Grievance Procedure. The parties to this Agreement will mutually agree or attempt to agree on an independent arbitrator within ten (10) calendar days from the date that grievance was rejected at the Second Step. If this cannot be agreed upon, the parties may request an impartial neutral from the American Arbitration Association. Notwithstanding the above, the party which filed the grievance must request an arbitrator no later than sixty (60) days after requesting arbitration. Otherwise, it will be presumed that the grievance is permanently withdrawn.

Nothing in this part shall be construed to prevent any public employee from presenting, at any time, his/her own grievance, in person or by legal counsel, to his/her Employer and having such grievances adjusted without the intervention of the Bargaining Agent, if the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

The arbitration shall be conducted under the rules set forth in this Agreement, subject to subsequent provisions contained herein. The arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article, and to enforce compliance with the term and conditions of this Agreement.

The Arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof, or any amendment thereto. The Arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Agreement. The Arbitrator may not issue declaratory or advisory opinions and shall confine himself/herself exclusively to the question which is present to him/her which question must be actual and existing.

Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within sixty (60) calendar days of the hearing and shall be final and binding upon both parties. It is contemplated that the City and the employee shall mutually agree in writing, as to a statement of the matter to be arbitrated prior to a hearing and if this is done, the arbitrator shall confine his/her decision to the particular matter thus specified. In the event of the failure of the parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his/her consideration to those written statements presented during the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

The times indicated on all steps may be extended by mutual agreement.

When a grievance is reduced to writing there shall be set forth therein:

1. A complete statement of the grievance and facts upon which it is based;
2. The section or sections of this Agreement that are alleged to have been violated; and
3. The remedy or corrective action requested.

A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.

- **Promotion.**

- (a) Promotional Book Reimbursement. Notice of an upcoming examination shall be posted at least sixty (60) days prior to the date of the examination, unless an emergency is determined by the Manager. Notice shall contain the closing date for an employee to submit an application as well as a seven (7) day date range of when the examination will be held. Should the testing date change, employees will be given at least fifteen (15) days' notice of the new test date unless the City and Union

agree to a shorter time frame. Results of the Civil Service Driver's Test shall be posted at least sixty (60) days prior to the date the lieutenant's test is given. Examination shall not be given on the weekends or holidays. Eligibility requirements shall be determined as of the examination date and shall be posted along with the notice of the examination. The notice shall state the materials which were used to compose the examination and those materials and books shall be placed by the City in the office of the Deputy Chief for reference. The City shall make available, upon request, the name of the supplier of the test reference materials. Moreover, employees are eligible to receive a reimbursement, as more fully described in Article 23 (Uniforms), that may be used to cover the cost of a books needed to study for the promotional examination (subject to the restrictions contained in Article 23). In order to be eligible to take the lieutenant test, a candidate must have passed a Driver Engineer promotional exam and have four (4) years of completed service with the City of Lauderhill Fire Rescue Department and have passed the driver's test.

Examination results shall be made available as soon as possible after the examination.

If there is not a qualified eligibility list for drivers, then prior to a lieutenant's test being given, a driver's test will be given, provided that three or more employees are eligible to take the driver's test who were not eligible when the previous driver's test was given. For the practical portion of the driver's test only, the Union will be allowed to have a representative present to observe the test; however, the representative must hold the rank of driver/engineer or higher and under no circumstances will the Union representative be paid by the City for his/her time while observing the test.

- **Time Pool.**

- (a) Union District Vice President. The Union District Vice President shall be granted 240 hours of union administrative leave with full pay and benefits per fiscal year for the purpose of discharging his/her official representational duties as Union District Vice President provided that the Union District Vice President and designees are not simultaneously covered under union time pool.

- **Sick Leave.**

(a) Sick Leave. Employees, except Battalion Chiefs, shall accrue sick leave bi-weekly at the rate of .0769 hours for each hour of the forty-eight (48)-hour work week.

Bi-Weekly Hours	Annual Hours	Annual Shifts
7.38	191.94	8

Battalion Chiefs shall accrue sick leave bi-weekly at the rate of twelve (12) shifts per year.

Bi-Weekly Hours	Annual Hours	Annual Shifts
11.08	288	12

Sick leave shall not be considered as a right to be used at the employee’s discretion, but shall be allowed only when the employee is absent on his/her regular workday due to his/her own personal injury, illness, or disability, or due to illness of his/her immediate family.

Employees must notify the Fire Chief or designee no later than one (1) hour before the beginning of their scheduled work of the reason for their absence. In the event that unexpected circumstances arise that are not related to an employee's own personal injury, illness, or disability or the illness of an employee's immediate family member that necessitates that the employee miss work, the employee may take his/her shift off and work his/her next regularly scheduled Kelly day up to two (2) times per year; however, this may not occur in consecutive Kelly periods.

If a member calls out sick for the shift following their overtime workday, to the extent permitted by the Fair Labor Standards Act (“FLSA”), their overtime pay will be converted to regular full time (RFT) pay. The only exception to this provision is that, if a member is mandatorily held over.

Day shift/special assignment personnel will be allowed to serve in mandatory overtime shifts as long as their working hours are completed. Once a member has been placed on mandatory overtime, day shift personnel will be permitted to work the mandatory shift to relieve the member on mandatory status. To be eligible to pick up the overtime, day shift personnel must be up to date with all required combat training and have their working hours completed. These personnel will not be included on the regular overtime list; instead, a separate list will be maintained. Day shift personnel are not subject to mandatory overtime requirements

Bargaining unit members, who have five (5) or more sick leave occurrences in any twelve (12) month period will be required to furnish competent proof of the necessity for such absence. If and whenever use of such leave appears to be abused, the Employer reserves the right to investigate all absences of employee and require employee to furnish a medical certificate. The Employer also reserves the right to require a sick employee to remain at home while off sick except when seeing a physician or performing any other necessary task approved first by the Department Head or designee.

Employees may be permitted to use up to four (4) shifts of sick leave to attend the funeral of a family member not covered under Article 22 of this Agreement (i.e., aunt, niece, nephew, cousin) at the sole discretion of the Fire Chief or designee.

Abuse of sick leave, or false claim of illness, injury or exposure to contagious diseases, or falsification of proof to justify sick leave shall constitute grounds for disciplinary action and denial of sick leave pay.

An employee not utilizing sick leave during the January 1st – June 30th six (6)-month period shall be awarded twenty-four (24)-hours of floating holiday time, which may be used during the forthcoming year or added to the employee's vacation. An employee not utilizing sick leave during the July 1st – December 31st six (6)-month period shall be awarded an additional (24)-hours of floating holiday time, which may be used during the forthcoming year or added to the employee's vacation. The time referenced herein will not be measured on rolling basis and will be calculated as follows: January 1st – June 30th, then July 1st – December 31st.

An employee becoming pregnant after the completion of the initial probationary period shall be entitled to the same rights as any non-probationary employee who has a temporary condition that limits his/her ability to perform his/her essential job functions.

The City agrees to allow employees to donate sick leave to another employee. An employee may receive up to twenty (20) shifts of donated sick leave in a two (2) year period, provided that such employee first exhausts his/her paid sick leave. The Fire Chief may, at his sole discretion, allow an employee who has already used twenty (20) shifts of donated sick leave in a two (2) year period to receive additional donated sick leave in sixteen (16) shift increments. The Chief's decision in this regard is final and may not be grieved. An employee who has used twenty (20) or more shifts of donated sick leave will not be eligible to use donated sick leave again until two (2) years from the date of the employee's most recent usage of donated sick leave, unless the Fire Chief, at his sole discretion, allows an employee to use additional donated sick leave during that time. To donate hours, the donor must maintain a minimum of one hundred (100) hours of sick leave. Hours will be donated at the employee's regular rate and will be converted to the recipient's regular rate.

Employees, except Battalion Chiefs, may sell back sick leave, in twenty-four (24) hour blocks only as follows. The number of hours in an employee's sick bank will determine the rate at which the time is sold back.

Rate of Pay	Shifts in Bank	Hours in Bank
Paid at 0% of hourly rate.	0-40 shifts	0-960 hours
Paid at 55% of hourly rate.	41-60 shifts	984-1,440 hours
Paid at 65% of hourly rate.	61+ shifts	1,464+ hours
Limitations	Must maintain 40 shifts (960 hours) in bank. May sell back sick time in 24-hour increments only.	

For purposes of compensation under this section, one shift shall be equal to twenty-four (24) hours. Employees must keep a minimum of forty (40) shifts of sick leave while employed.

Battalion Chiefs having more than fifteen (15) shifts of accrued sick leave may sell back shifts in excess of fifteen (15). The number of hours in an employee's sick bank will determine the rate at which the time is sold back.

Rate of Pay	Shifts in Bank	Hours in Bank
Paid at 0% of hourly rate.	0-15 shifts	0-360 hours
Paid at 55% of hourly rate.	15.5-23 shifts	372-552 hours
Paid at 80% of hourly rate.	30.5+ shifts	732+ hours
Limitations	Must maintain 15 shifts (360 hours) in bank. May not sell back more than 7.5 shifts per anniversary year.	

While employed by the City, Battalion Chiefs may not sell back more than 7.5 shifts per anniversary year.

A member who has entered the DROP may sell back up to twenty-four (24) hours of accumulated sick leave monthly at the sick leave sell-back schedules specified above. Sell-backs must be budgeted in advanced, as approval is subject to funding availability.

To sell back sick leave, employees must notify their shift commanders by April 1 of each year (unless extenuating circumstances arise as determined by the Fire Chief or City Manager). Employees will be paid out for such sick leave in accordance with this Article in October of that year.

Upon separation, employees, except Battalion Chiefs, may liquidate all shifts of sick leave upon separation from the City at the following rates:

Rate of Pay	Shifts to Liquidate	Hours to Liquidate
Paid at 45% of hourly rate.	0-20 shifts	0-480 hours
Paid at 55% of hourly rate.	21-60 shifts	504-1,440 hours
Paid at 65% of hourly rate.	61+ shifts	1,464 hours

Upon separation, Battalion Chiefs may liquidate all shifts of sick leave upon separation from the City at the following rates:

Rate of Pay	Shifts to Liquidate	Hours to Liquidate
Paid at 0% of hourly rate.	0-15 shifts	0-360 hours
Paid at 55% of hourly rate.	15.5-30 shifts	372-720 hours
Paid at 80% of hourly rate.	30.5+ shifts	732+ hours

In the event of an employee's death, the City agrees to issue a check to the employee's beneficiary, within ten (10) business days of the employee's death, for any accrued sick, vacation, holiday and other accrued time that the employee would have been entitled to be paid out for and at the rate of pay that the payout would have been provided to the employee had he/she separated employment with the City.

- **Holidays.**

- (a) New Year's Eve. All employees including probationary employees shall enjoy fourteen (14) holidays per year (at 13 hours per holiday), which now includes New Year's Eve. Each employee will receive thirteen (13) hours pay at straight time for fourteen (14) earned holidays which shall be paid at the time the holiday occurs. An employee may elect, at his/her discretion and upon approval of the Chief, to take twenty-four (24) hours (two holidays) as compensated time in lieu of payment

for two of the fourteen (14) paid holidays. An employee who elects this option will receive two (2) hours of paid holiday time to account for the 25th and 26th hours.

- **Vacation Leave.**

(a) Vacation Leave. Employees, except Battalion Chiefs, shall accrue vacation leave at the following rate:

Years of Service	Bi-Weekly Hours	Annual Hours	Annual Shifts
0-4 years of service	4.62	120	5
5-9 years of service	5.54	144	6
10-14 years of service	7.38	192	8
15-19 years of service	8.31	216	9
20+ years of service	9.23	240	10

Battalion Chiefs shall accrue vacation leave at the following rate:

Years of Service	Bi-Weekly Hours	Annual Hours	Annual Shifts
0-4 years of service	6.92	180	7.5
5-9 years of service	7.38	192	8
10+ years of service	10.15	264	11

Battalion Chiefs must use five (5) shifts per year. A maximum of 22.5 shifts may be banked.

Departmental seniority shall be used to select vacations in rotation. During each round each employee shall select from available vacation dates with a twenty-four (24)-hour minimum per round. If more than one day is picked during a round, those days must be consecutive. The Department Head may deny a vacation request if it results in scheduled overtime or it interferes with the departments operations.

Vacation shall be chosen covering the period from October 1 to September 30. An employee may pick any vacation dates available if such vacation leave has accrued as of the date of picking or will accrue within 18 months of the date of picking. If an employee leaves the City and owes the City time because he or she has taken vacation leave not accrued, the City will take the equivalent from his or her final paycheck, or check for accumulated sick leave.

Employees, except Battalion Chiefs, may sell back vacation leave, in twenty-four (24) hour blocks only, at the following rates:

Rate of Pay	Shifts	Hours
Paid at 100% of hourly rate.	0-3 shifts	0-72 hours

Paid at 75% of hourly rate.	4+ shifts	96+ hours
Limitations	May sell back up to half of their earned vacation leave in 24-hour increments.	

The first seventy-two (72) hours shall be paid at a rate of 100%. Additional twenty-four (24) hour blocks above seventy-two (72) hours shall be paid at the rate of 75% of their regular hourly rate to a maximum of half of their earned vacation leave (in the event that an employee has an odd number of vacation days remaining, he/she may sell back slightly more than half of their earned time such that he/she will have an even number of earned days remaining). To sell back vacation, employees must notify their shift commanders by April 1 of each year; employees will be paid out for such vacation in October of that year. If an employee leaves the City and owes the City time because he or she has sold back vacation leave not accrued, the City will take the equivalent from his or her final paycheck, or check for accumulated sick leave.

Battalion Chiefs may sell back three (3) shifts of vacation per calendar year at 100% of hourly rate.

Rate of Pay	Shifts	Hours
Paid at 100% of hourly rate.	0-3 shifts	0-72 hours
Limitations	May be sell back up to 3 shifts (72 hours) in any increments.	

- **Education.**

(a) Us Department of Education Database. Subject to the provisions of this Article, employees shall only be reimbursed for a maximum of fifteen (15) credits hours for either on-line or correspondence courses or a combination of both per degree, unless such courses are taken at institutions approved by the United States Department of Education’s Database of Accredited Postsecondary Institutions and Programs, which can be found at the following link: <https://ope.ed.gov/dapip/#/home>, as referenced in Appendix A, where there shall be no cap provided that reimbursement shall be at the Florida state public university rate. There are, however, certain courses that the City will not reimburse for if completed on-line. Such courses include tactics, mega-code training, and other Fire Officer courses that the Fire Chief in his sole discretion believes require classroom attendance. Employees who have taken on-line and/or correspondence courses before October 1, 2006, will not have these credits counted toward the fifteen (15) credit hour reimbursement limit per degree.

- **Funeral Leave.**

(a) Funeral Leave. The City agrees that when a death occurs in the immediate family

of an employee or his/her spouse, that employee will be granted up to four (4) shifts off to attend a funeral without loss of pay or benefits.

The immediate family as cited above shall be defined as parent, legal guardian, spouse, child, sibling, grandparent, and grandchild. An employee may use leave under this Article for the death of his/her stepparent, stepchild and/or stepsibling at the sole discretion of the Fire Chief or his designee.

- **Uniforms – Life Support Equipment.**

(a) Reimbursement. All life support equipment shall be maintained by the Employer, to insure the highest level of safety standard possible.

All bargaining unit members shall be eligible for reimbursement up to \$300 per fiscal year for items used in the performance of their job functions that meet Department specifications and are pre-approved by the Department prior to purchase as noted herein. Employees are required to use the reimbursable amount to purchase station/safety boots based on specifications outlined in the uniform policy, and may use the remainder to purchase other reimbursable items approved by the Fire Chief. If a member is in compliance with the Department's uniform policy, as it relates to their station/safety boots they may be reimbursed for other items without purchasing new station/safety boots. Reimbursable items include:

- Station boots meeting the Fire Chief's recommendation as listed in the uniform policy
- Prescription eyeglasses
- Work wristwatch
- Heavy duty black tactical belt
- Flashlight
- Promotional books
- Any other work-related item approved by the Fire Chief

- **Safety and Health.**

(a) Safety and Health Committee. Through an established Safety and Health Committee. Said committee will comprise of at least one (1) Fire Administrative Chief assigned by the Fire Chief or designee, at least one (1) representative from the Fire Inspection Bureau, one (1) Union appointed member and at least four (4) shift personnel to represent each of the three (3) individual shifts (A, B, C,). The committee will meet per the committee chair, once established, to address City policies, NFPA 1500 standards and any other Department related Safety and Health concerns, on a quarterly basis.

- **Insurance.**

(a) Insurance Premium. The City agrees to pay:

- A. One hundred percent (100%) of the cost of health and dental insurance for each full-time employee; and
- B. Fifty five percent (55%) of the cost of each employee's dependent health coverage for the employee + child(ren) and employee + spouse tiers;
- C. Fifty five percent (55%) of the cost of each employee's dependent health coverage only for the employee + family coverage tier of the POS/OAP IN plan currently being offered by the City; and
- D. Sixty percent (60%) of the cost of each employee's dependent health coverage only for the employee + family coverage tier of the HMO/OAP EPO plan currently being offered by the City; and
- E. \$16.79 per month for dependent dental insurance.

- **Wages.**

(a) Cost of Living Increases. Employees shall be paid in accordance with the Pay Plans below:

Description	Year	FY 2025	FY 2026	FY 2027
EMT	1	\$67,190.80	\$69,206.52	\$70,590.65
	2	\$72,685.54	\$74,866.10	\$76,363.42
	3	\$76,318.18	\$78,607.72	\$80,179.88
	4	\$80,134.56	\$82,538.60	\$84,189.37
	5	\$84,141.02	\$86,665.25	\$88,398.56
	6	\$88,350.24	\$91,000.75	\$92,820.76
	7	\$92,766.43	\$95,549.42	\$97,460.41
	8	\$98,631.16	\$101,590.10	\$103,621.90
Paramedic	1	\$73,912.75	\$76,130.13	\$77,652.74
	2	\$79,956.10	\$82,354.78	\$84,001.87
	3	\$83,953.06	\$86,471.65	\$88,201.08
	4	\$88,151.71	\$90,796.26	\$92,612.19
	5	\$92,558.40	\$95,335.15	\$97,241.86
	6	\$97,185.79	\$100,101.37	\$102,103.39
	7	\$102,044.45	\$105,105.78	\$107,207.90
	8	\$108,499.97	\$111,754.97	\$113,990.07
Driver/Engineer	4	\$92,556.29	\$95,332.98	\$97,239.64
	5	\$97,184.74	\$100,100.28	\$102,102.28
	6	\$102,043.39	\$105,104.69	\$107,206.79
	7	\$107,145.98	\$110,360.36	\$112,567.57
	8	\$113,918.94	\$117,336.51	\$119,683.24
Captain	6	\$114,643.58	\$118,082.89	\$120,444.55
	7	\$120,376.61	\$123,987.91	\$126,467.66
	8	\$127,990.93	\$131,830.66	\$134,467.27
District Chief	6	\$122,670.24	\$126,350.35	\$128,877.35
	7	\$128,803.49	\$132,667.59	\$135,320.94
	8	\$136,946.32	\$141,054.71	\$143,875.80
Battalion Chief	7	\$150,928.49	\$155,456.34	\$158,565.47

- **Longevity.**

(a) Longevity. In consideration of long and faithful service to the City, the City shall provide longevity pay to the bargaining unit employee as set forth herein.

As of October 1, 2024, longevity pay will be in a lump sum in the following matter:

Years of Service	Percentage
10-14 years of service	2.5%
15-19 years of service	3.5%
20+ years of service	4.5%

On October 1, 2025 the foregoing longevity payments will increase by one-half of one percent (0.5%).

Years of Service	Percentage
10-14 years of service	3%
15-19 years of service	4%
20+ years of service	5%

On October 1, 2026, the foregoing longevity payments will increase by one-half of one percent (0.5%).

Years of Service	Percentage
10-14 years of service	3.5%
15-19 years of service	4.5%
20+ years of service	5.5%

- **Overtime.**

- (a) Calling out sick and working overtime. To be eligible to work overtime, an employee cannot have called out sick on his/her prior scheduled shift unless deemed necessary by the Department Head. If a member calls out sick for the shift following their overtime workday, to the extent permitted by the Fair Labor Standards Act (“FLSA”), their overtime pay will be converted to regular full time (RFT) pay.
- (b) Emergency Operations. Any member required to work during a state of emergency declared by the Governor of the State of Florida and the City Manager of the City of Lauderhill shall receive double their regular base rate of pay for any overtime hours worked. This provision only applies when one of the following occurs:
 - A. a member is called back to work after working their regular shift; and the state of emergency directly disrupts City of Lauderhill operations, causing the full closure of City operations, excluding public safety; or
 - B. a member is mandatorily held over after working their regular shift; and the state of emergency directly disrupts City of Lauderhill operations, causing the full closure of City operations, excluding public safety.

- C. a member is called in for overtime due to minimum staffing standards; and the state of emergency directly disrupts City of Lauderhill operations, causing the full closure of City operations, excluding public safety.

For example, despite being in a state of emergency for an extended period of time during the COVID-19 pandemic, City Hall reopened and continued conducting City business. If City Hall reopens during a state of emergency, members shall not be entitled to double their regular base rate of pay for any overtime hours worked once City Hall reopens and City operations resume. Once the City Manager of the City of Lauderhill directs any non-essential employees to return to work, emergency rate of pay for overtime discussed herein will cease.

- **Pension.**

- (a) DROP. Employees may remain in the DROP for up to 7 years, provided that while in the DROP, employees will contribute one and a half percent (1.5%) of payroll earnings to the pension plan for years six (6) and seven (7). For members who are in the DROP as of the ratification date of this Agreement, they may remain in the DROP for up to five years without making a contribution to the Plan, but must contribute one and a half percent (1.5%) of the payroll earnings to the pension plan for any period in the DROP beyond five complete years. DROP earnings will be variable and based on the performance of the Plan with a floor of zero and a cap of 5% per year. Any earnings in excess of five percent (5%) will go back into the Plan.

- **Light Duty.**

- (a) Modified Duty for Pregnancy. Pursuant to the Pregnant Workers Fairness Act, the City will reasonably accommodate a pregnant employee's known limitations, unless the accommodation would cause an undue hardship. During this time, the employee shall perform any and all duties assigned to her by the City, so long as such duties are not hazardous to the employee and do not pose a risk to the employee's pregnancy. During any such approved reasonable accommodation, the bargaining unit member shall continue to receive full pay and benefits as though she was still in regular full duty status with the City.

To initiate a reasonable accommodation request, pursuant to the Pregnant Workers Fairness Act, the pregnant employee shall contact the Human Resources Director or designee to begin the interactive process for accommodations.