

RESOLUTION NO. 201-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM ACCOUNT NO. 602-0305-5130-3101 IN THE AMOUNT OF \$259,038 TO ARTHUR J. GALLAGHER & CO. FOR RENEWAL OF THE CITY'S PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE WITH NATIONAL UNION FIRE INSURANCE COMPANY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in need of its Public Officials and Employment Liability coverage; and

WHEREAS, Arthur J. Gallagher & Co. has negotiated a renewal with National Union Fire Insurance Company which provides the costs and services which best serves the City of Riviera Beach at a fixed cost of \$259,038.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That the Finance Director is authorized to make payment from Account No. 602-0305-5130-3101 in the amount of \$259,038 to Arthur J. Gallagher & Co.

SECTION 2. A copy of the Agreement is attached hereto and made a part hereof.

SECTION 3. This Resolution shall take effect upon its passage and adoption.

PASSED AND ADOPTED this 5th day of December.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN
MAYOR

Edward Rodgers
EDWARD RODGERS
CHAIRPERSON

(MUNICIPAL SEAL)

Elizabeth K. Wade
ELIZABETH K. WADE
CHAIRPERSON PRO TEM

ATTEST

Donald R. Wilson
DONALD R. WILSON

Carrie E. Ward
CARRIE E. WARD, CMC/AE
CITY CLERK

Sylvia Lee Blue
SYLVIA LEE BLUE

David G. Schnyer
DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: D. Schnyer

- E. RODGERS aye
- E. WADE aye
- D. WILSON aye
- S. BLUE aye
- D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY

Patricia H. King
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 11/29/00

RESOLUTION NO. 202-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO McGUIRE WOODS, LLP, MARQUIS TWO TOWER, 285 PEACHTREE CENTER AVENUE, N. E., SUITE 2200, ATLANTA, GA 30303 -1261 IN THE AMOUNT OF \$4,819.13 FOR PROFESSIONAL LEGAL SERVICES PERFORMED IN THE MATTER OF PFEFFERKORN, ET. AL. V. CITY AND OF RIVIERA BEACH; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NO. 001-0512-5190-3101.

WHEREAS, McGuire Woods, LLP performed professional legal services for the City of Riviera Beach ; and

WHEREAS, McGuire Woods, LLP submitted an invoice in the amount of \$4,819.13 for performing professional legal services in the matter of Pfefferkorn, et. al. v. City of Riviera Beach, and

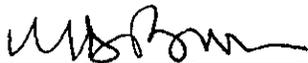
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:

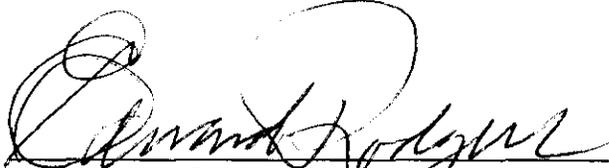
SECTION 1. The Mayor and Finance Director are authorized to make the payment in the amount of \$4,819.13 from Account #001-0512-5190-3101.

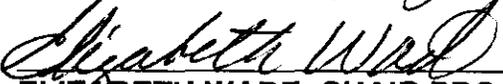
SECTION 2. This resolution shall take effect upon passage and adoption by the City Council.

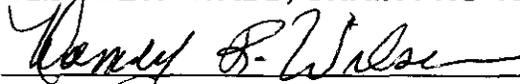
PASSED AND ADOPTED this 5th day of December 2000.

APPROVED:


MICHAEL D. BROWN, MAYOR

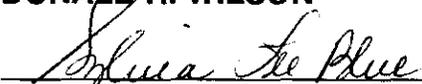

EDWARD RODGERS, CHAIRPERSON

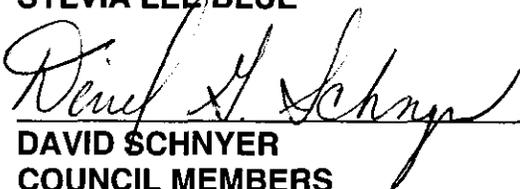

ELIZABETH WADE, CHAIR PRO-TEM


DONALD R. WILSON

ATTEST:


ARRIE WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE


DAVID SCHNYER
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: D. Schnyer

E. RODGERS aye

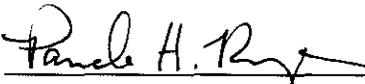
E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 11/27/00

RESOLUTION NO. 203-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SETTING UP A BUDGET IN THE AMOUNT OF \$20,000 FOR THE 2001 DR. MARTIN LUTHER KING, JR., BIRTHDAY CELEBRATION.

WHEREAS, the City has set aside funding for this event in the General Fund, General Administration – Special Events Account, and;

WHEREAS, additional funding will be raised through activities fees for the parade and ads for the souvenir journal, and;

WHEREAS, the net proceeds from this project will be used toward future Dr. Martin Luther King, Jr., projects.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

Section 1: That the Finance Director is hereby authorized to set up a budget 130 as follows:

REVENUES:

130366900	-	MLK Donations	\$ 2,500
130347216	-	MLK Activity Fees	\$ 2,500
130381001	-	Transfer from General Fund	<u>\$15,000</u>
		TOTAL	\$20,000

EXPENDITURES

130123557203106	-	Professional Services	\$ 2,000
130123557204701	-	Printing and Binding	\$ 4,000
130123557205201	-	Operating Supplies	<u>\$14,000</u>
		TOTAL	\$20,000

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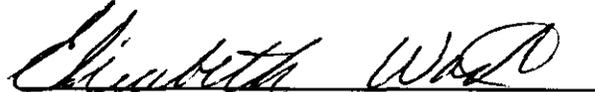
PASSED and APPROVED this 5th day of December, 2000.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

ATTEST:


ELIZABETH WADE
CHAIRPERSON PRO-TEM

[MUNICIPAL SEAL]


CARRIE E. WARD, CMC/AE
CITY CLERK


DONALD R. WILSON


SYLVIA LEE BLUE


DAVID G. SCHNYER
Council Members

MOTIONED BY: D. Wilson

SECONDED BY: D. Schnyer

E. RODGERS aye

E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 11/28/00

RESOLUTION NO. 204-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SETTLEMENT AND RELEASE OF CLAIMS AGREEMENT IN THE MATTER OF *WILLIE DAVIS V. CITY OF RIVIERA BEACH, CASE NO. CL 97-1424 AI* FOR A TOTAL AMOUNT OF \$250,000, \$71,512.11 TO BE PAID BY THE GENERAL EMPLOYEES' PENSION BOARD; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SETTLEMENT AND RELEASE OF CLAIMS AGREEMENT AND AUTHORIZING AIG TO MAKE PAYMENT OF \$110,000; AND AUTHORIZING GALLAGHER BASSETT TO PAY THE REMAINING BALANCE OF \$68,487.89.

WHEREAS, on February 14, 1997, former employee, Willie Davis, filed suit against the City of Riviera Beach and the General Employees' Pension Board of the City of Riviera Beach for breach of contract and unpaid wages, and

WHEREAS, the City's General Employees' Pension Board in March 2000, entered into a Settlement Agreement with Mr. Davis whereby the Board would release any pension benefit payments held in escrow to Mr. Davis if certain events occurred; and

WHEREAS, on September 11, 2000, the City participated by court order in a mediation with Mr. Davis and his attorney to settle all claims; and

WHEREAS, a tentative agreement has been reach in the matter of Willie Davis v. the City of Riviera Beach.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION ONE. That the City Council hereby approves the "Settlement and Release of Claims" agreement in the matter of *Willie Davis v. City of Riviera Beach, Case No. CL 97-1424 AI* for a total amount of \$250,000, of which, \$71,512.11 will be paid by the General Employees' Pension Board.

SECTION TWO. That the Mayor and City Clerk are hereby authorized to execute the Settlement and Release of Claims Agreement.

SECTION THREE. That AIG, the City's insurance carrier, is authorized to make payment of \$110,000 from the Public Official's Liability Account.

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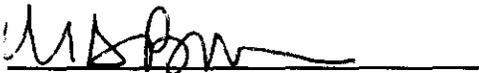
SECTION FOUR. That the balance of \$68,487.89 shall be paid from the Except 100 account which is administered by Gallagher Bassett.

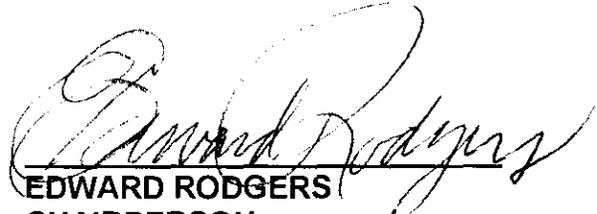
SECTION FIVE. A copy of the "Settlement and Release of Claims" agreement is attached hereto and made a part of this resolution.

SECTION SIX. This resolution shall take effect immediately upon its passage and approval by the City Council.

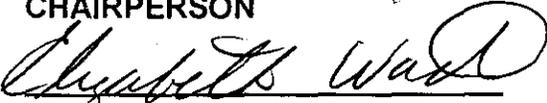
PASSED and APPROVED this 5th day of December, 2000.

APPROVED:


MICHAEL D. BROWN
MAYOR


EDWARD RODGERS
CHAIRPERSON

ATTEST:


ELIZABETH K. WADE
CHAIRPERSON PRO TEM

[MUNICIPAL SEAL]


CARRIE E. WARD, CMC/AAE
CITY CLERK


SYLVIA LEE BLUE


DONALD R. WILSON

Motioned by: S. Blue

Seconded by: E. Wade


DAVID G. SCHNYER
COUNCIL MEMBERS

E. Rodgers aye

E. Wade aye

S. Blue aye

D. Wilson aye

D. Schnyer aye

Reviewed as to legal sufficiency

By: 
CITY ATTORNEY

CITY OF RIVIERA BEACH, FLORIDA
Date: 12/11/00

**IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA**

CASE NO. CL 97-1424 AI

WILLIE DAVIS,

Plaintiff,

vs

CITY OF RIVIERA BEACH,

Defendant

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims is entered into by and between **WILLIE DAVIS** ("Plaintiff") and **CITY OF RIVIERA BEACH** ("Defendant").

WITNESSETH:

WHEREAS, Plaintiff and Defendant have agreed to adjust, compromise and settle all controversies, disputes and differences existing between them, including those raised or which might have been raised in the above-entitled action, as well as any and all causes of action existing on behalf of any party which accrued prior to the date of this Agreement, and to enter into a Stipulation for Dismissal of the lawsuit herein with prejudice.

NOW, THEREFORE, in consideration of the mutual premises and undertakings of the parties of this Agreement, including, but not limited to, execution of the Stipulation of Dismissal, the parties agree as follows:

1. Plaintiff and Defendant agree, upon receipt by Plaintiff of payment of the sums set forth below, to execute a Stipulation of Dismissal with Prejudice, the terms of which are incorporated into and made a part of this Agreement.

2. Defendant agrees to pay Plaintiff the sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS**, which amount shall include the certain pension benefit payments of approximately **\$76,336.00** escrowed pursuant to the settlement agreement entered into between the Pension Board of the City of Riviera Beach and the Plaintiff, signed by Plaintiff on or about March 8, 2000. This sum also includes all attorneys fees and costs. Said payment from the Pension Board will be made directly payable to Plaintiff **WILLIE DAVIS** within thirty (30) days of the approval of this Agreement by the City of Riviera Beach City Council. The balance of approximately **\$173,664.00** paid on behalf of the City of Riviera Beach shall be made payable to the **“FREDERICK W. FORD, ESQUIRE TRUST ACCOUNT f/b/o WILLIE DAVIS.”** Said payments by the City will be delivered to Plaintiff's Counsel, Frederick W. Ford, Esq., within fourteen (14) days after execution of this Agreement and Release by Plaintiff and upon formal approval of this agreement by the City of Riviera Beach City Council. Plaintiff and Defendant further agree that the Settlement amount is intended to represent payment from Defendant for the

consequential and compensatory damages which Plaintiff allegedly suffered. It is not back pay. At the direction of Plaintiff, Defendant makes no withholdings or deductions from said amount. Plaintiff represents and warrants that he will and does hereby release, indemnify, defend, and hold and save harmless Defendant from, and against any claims brought by any governmental agency, including but not limited to, the Internal Revenue Service and the Social Security Administration, with respect to or in connection with any withholdings and/or deductions which may later be determined to have been due from said account.

2. Defendant expressly denies the truth of all allegations of breach of contract contained in this lawsuit, including all pleadings and documents, and state that this Agreement and the execution of this Agreement as described herein by Defendant is solely made to resolve disputed claims and cannot be considered an admission of liability and does not constitute an admission on the part of Defendant.

3. By his signature hereto, Plaintiff hereby executes and acknowledges the following Release of Claims:

WILLIE DAVIS (hereinafter "DAVIS"), for and in consideration of the sums set forth in Paragraph 2 above, received from and on behalf of the CITY OF RIVIERA BEACH (hereinafter referred to as "CITY") and the PENSION BOARD OF THE CITY OF RIVIERA BEACH ((hereinafter referred to as "PENSION BOARD"), and other good and valuable consideration, as set forth in the Settlement Agreement and Release of Claims executed contemporaneously with this Release, does hereby, for himself, his heirs, assigns, executors and administrators, unconditionally and irrevocably release and forever discharge the CITY,

including, but not limited to, the CITY's current and former employees, agents, board members, attorneys and representatives and the PENSION BOARD, including, but not limited to, the PENSION BOARD's current and former employees, agents, board members, trustees, attorneys and representatives from any and all causes of action, claims or demands whatsoever, known or unknown, whatsoever, in law or in equity, or before any agency or commission of any local, state or federal government, related to DAVIS' employment with the CITY, including, but not limited to, those claims set forth in the case of WILLIE DAVIS v. CITY OF RIVIERA BEACH and THE PENSION BOARD OF THE CITY OF RIVIERA BEACH in the Circuit Court of Palm Beach County, bearing Case No. CL 97-1424 AI, including, but not limited to, claims, causes of action or claims arising, alleged to have arisen, or which might have been alleged to have arisen, under any law including, but not limited to, the Public Employee Relations Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq., the Civil Rights Act of 1991, 42 U.S.C. §§1981 through 1988, the Employment Retirement Income Security Act of 1974, the Americans with Disability Act, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Florida Civil Rights Act of 1992, the Fair Labor Standards Act, the Family and Medical Leave Act, the Equal Pay Act, any state or federal whistle-blower law, or any other law, rule, regulation, or ordinance, including but not limited to, any claims under any public policy, contract, or common law claims, including but not limited to any tort claims (e.g., negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, wrongful termination, etc.), or any federal or state constitutional or statutory claims that DAVIS, on behalf of himself, ever had, now has, or which his heirs, executors, administrators or assigns, or any of them, hereafter can, shall or may have for and by reason

of any cause whatsoever, relating to Mr. DAVIS' employment, including, but not limited to, the conclusion of his employment with the CITY, including, but not limited to, those claims set forth in the case of WILLIE DAVIS v. CITY OF RIVIERA BEACH and THE PENSION BOARD OF THE CITY OF RIVIERA BEACH in the Circuit Court of Palm Beach County, bearing Case No. CL 97-1424 AI. DAVIS acknowledges that the waiver and release provisions of this release also bar any claim or demand for costs, fees or other expenses including, but not limited to, attorney's fees incurred or claimed in connection with any claims he may have against the CITY and the PENSION BOARD related to his employment, including, but not limited to, the conclusion of his employment with the CITY, including, but not limited to, those claims set forth in the case of WILLIE DAVIS v. CITY OF RIVIERA BEACH and THE PENSION BOARD OF THE CITY OF RIVIERA BEACH in the Circuit Court of Palm Beach County, bearing Case No. CL 97-1424 AI. This release does not include any right or entitlement to disability benefits currently being received by DAVIS from the PENSION BOARD pursuant to the Settlement Agreement between DAVIS and the PENSION BOARD dated March 8, 2000. DAVIS further acknowledges and agrees that the listing of claims waived in this paragraph is intended to be illustrative rather than exhaustive. Accordingly, DAVIS acknowledges and agrees that this agreement constitutes a full and final bar to any and all claims of any type that he had or now has against the CITY and the PENSION BOARD, excepting his disability pension benefits currently being received from the PENSION BOARD pursuant to the Settlement Agreement between DAVIS and the PENSION BOARD dated March 8, 2000.

4. By its signature hereto, Defendant hereby executes and acknowledges the following Release of Claims:

THE CITY OF RIVIERA BEACH (hereinafter referred to as "CITY"), also mutually agrees, for itself, its predecessors and successors in interest, assignees, parents, subsidiaries, divisions, and related companies, and past, present and future shareholders, officers, directors, employees, agents, attorneys and representatives, and its heirs and legal representatives, to remise, release and forever discharge Mr. DAVIS, his heirs, assigns, executors and administrators, of and from all manner of actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, known or unknown, whatsoever, in law or in equity, which the CITY now has against him or ever had, from the date of his original hiring to the date of this agreement, whether or not they are presently known to exist, including, but not limited to, any and all claims for salary, wages, compensation, monetary relief, employment, benefits, earnings, back pay, front pay, damages, punitive damages, and injunctive and declaratory relief, discrimination or retaliation. The CITY further specifically waives any rights of action and administrative and judicial relief relating to Mr. DAVIS's employment prior to the date of this Agreement which it might otherwise have available in the state and federal courts, including all common law claims and claims under federal and state constitutions, statutes and regulations and federal executive orders and county and municipal ordinances and regulations, or any other federal, state or local administrative agency.

5. Plaintiff hereby waives any right, claim or interest in reinstatement, employment or re-employment with the City of Riviera Beach and agrees not to apply for employment with the City at any time in the future.

6. The releases set forth above will become effective upon the receipt by Plaintiff of all funds set forth in paragraph 2 above.

7. This Agreement may be pled as a full and complete defense to any action, suit, or other proceeding which may be instituted or prosecuted by any party to this Agreement against any other party for claims hereby released.

8. This Agreement is and shall be binding upon all parties, their personal representatives, where applicable, and/or successors, and assigns.

9. This Agreement contains the entire agreement between the parties and its terms hereof are contractual and are not a mere recital. The parties expressly acknowledge that there exist no oral agreements or understandings which vary the terms or meaning of this Agreement. This Agreement supersedes and annuls any and all other agreements, contracts, promises, representations, whether oral or written, made by or on behalf of the parties or their personal representatives where applicable, and/or successors and assigns.

10. This Agreement shall be construed in accordance with Florida law and, where applicable, federal law.

11. The parties have jointly drafted this Agreement, and it, therefore, shall not be construed against any of the parties to this Agreement.

12. This Agreement may be modified only in writing when the modification is executed by all of the parties to this Agreement.

13. The parties have entered into this Agreement upon the advice and consent of their counsel who have explained all of its terms and conditions to their complete satisfaction.

Executed this _____ day of _____, 2000.

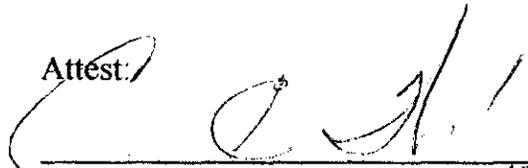
FOR THE PLAINTIFF:


WILLIE DAVIS

**FOR THE DEFENDANT
CITY OF RIVIERA BEACH:**

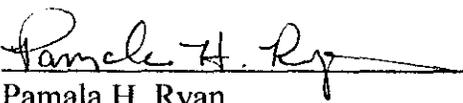

**MICHAEL BROWN
MAYOR**


FREDERICK W. FORD
Attorney for the Plaintiff
1551 Forum Place, Suite 400B
West Palm Beach, FL 33401
(561) 683-1103
Florida Bar No. 842435

Attest: 
Carrie E. Ward, CMC/AAE 12/05/00
City Clerk


GLEN J. TORCIVIA
Attorney for Defendant City of Riviera
Beach, Florida
1800 Australian Avenue South, Suite 205
West Palm Beach, FL 33409
(561) 686-8700
Florida Bar No. 343374

Reviewed for legal sufficiency

By: 
Pamala H. Ryan
City Attorney

RESOLUTION NO. 205-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THREE YEAR AGREEMENT ON BEHALF OF THE CITY OF RIVIERA BEACH BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH ASSOCIATION OF FIRE FIGHTERS, IAFF LOCAL 1621; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE GENERAL FUND IN THE AMOUNT OF \$169,526; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$280,000 FROM GENERAL FUND CONTINGENCY TO FIRE DEPARTMENT SALARY ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a collective bargaining agreement with the Riviera Beach Association of Firefighters, an organization representing certain classified firefighters of the City of Riviera Beach; and

WHEREAS, City Staff has negotiated an agreement with the Riviera Beach Association of Firefighters for a period of three (3) years covering Fiscal Year 1998 – 1999, Fiscal Year 1999 – 2000, and Fiscal Year 2000 – 2001; and

WHEREAS, it is necessary to appropriate and transfer funds to the Fire Department Salary account based upon this agreement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

Section 1: The Mayor and City Clerk are authorized to execute a three (3) year agreement on behalf of the City between the City of Riviera Beach and the Riviera Beach Association of Firefighters.

Section 2: The Finance Director is authorized to appropriate fund balance in the general fund in the amount of \$169,526.

RESOLUTION NO. 205-00

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Section 3: The Finance Director is authorized to transfer \$280,000 from general fund contingency to the fire department salary account.

Section 4: This resolution shall take effect upon its passage and approval of the City Council.

PASSED and APPROVED this 5th day of December, 2000.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN, MAYOR

Edward Rodgers
EDWARD RODGERS, CHAIR PERSON

(MUNICIPAL SEAL)

Elizabeth Wade
ELIZABETH "LIZ" WADE, CHAIR PRO-TEM

ATTEST:

Donald R. Wilson
DONALD R. WILSON

Carrie E. Ward
CARRIE E. WARD, CMC/AE
CITY CLERK

Sylvia Lee Blue
SYLVIA LEE BLUE

David G. Schnyer
DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS: aye

E. WADE: aye

D. WILSON: aye

S. BLUE: aye

D. SCHNYER: aye

DD/11-23-2000

REVIEWED AS TO LEGAL SUFFICIENCY
Samuel H. Ruiz
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 12/5/00

AGREEMENT

BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA



AND

RIVIERA BEACH ASSOCIATION OF FIRE FIGHTERS,
IAFF LOCAL 1621

October 1, 1998 through September 30, 2001

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

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City's Chief Negotiator:
Union's Chief Negotiator:

PREAMBLE

This contract, entered into by the City of Riviera Beach, Florida, hereinafter referred to as the "CITY," and Riviera Beach Association of Firefighters, hereinafter referred to as the "Union," has as its purpose:

- A. The promotion of harmonious relationships between the City and the Union;
- B. The establishment of equitable and peaceful procedure for the resolution of differences; and
- C. The establishment of rates of pay, hours of work, and other conditions of employment.

Therefore, the parties mutually and in good faith agree to the following:

City's Chief Negotiator:
Union's Chief Negotiator:

ARTICLE 1: RECOGNITION

- A. The Union recognizes the City Council as the elected representatives of the citizens of the City of Riviera Beach and the legally constituted authority responsible for determining the purpose, mission and operation of the City.

The City recognizes the Union as the exclusive representative and sole bargaining agent for all regular, full time paid employees of the Riviera Beach Fire Department, excluding the Chief and Assistant Chief in PERC order number 8H-RA-756-1106 issued July 2, 1975, and the Fire Training and Recruiting Officer as per a settlement entered into in case CA-82-057 and MS-82-026 or personnel excluded by future PERC orders.

- B. The City and the Union subscribe to the principle that differences shall be resolved by special and appropriate means without interruptions of the services provided. The Union agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by union members covered by this contract. Failure to abide by the terms set forth above may cause the City Council to terminate this agreement.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

ARTICLE 2: HOURS OF WORK

~~The City and the Union agree that the City will adopt a 21-day work schedule, maximum 159 hours. However, the standard work week will be 52 hours. Employees will be assigned to work an average of 52 hours per week. This recurring tour of duty shall also include one (1) regularly scheduled 24-hour period (shift) of non-work hours; otherwise known as a Kelly Day, every 14th shift. Kelly day assignments shall be determined on an annual basis by the Fire Chief. Once the employee has worked 159 hours, the employee will receive overtime. Regularly scheduled time worked in excess of 156 hours will be paid at straight time up to 159 hours; regularly scheduled time worked less than 156 hours in a twenty-one day work schedule will be deducted from that employee's regular pay. Sick time, vacation time, and any other leave other than holiday time will be excluded from determination of hours worked. In calculating the new hourly rate for employees who are going from a standard 52-hour workweek, the Employer will calculate the hourly rate of the Employee by dividing the current weekly base salary of the employee by 52 hours. This provision will take effect April 1, 1998, until its effective date, the current practice of the Employer shall be continued. Sick leave accrual will be calculated based upon the 52-hour workweek.~~

~~For forty (40) hour employees and fifty-two (52) hour employee's sick time, holiday and vacation time will be included for calculating all overtime other than as provided above.~~

Section 1 – Shift Personnel

Up to December 31, 2000, the complete prior provisions of Article 2 as contained in Appendix B shall remain in effect. Beginning on December 31, 2000, the provisions of Section 1 – Shift Personnel shall take effect.

A. 207K Exemption

It is agreed to and acknowledged that the City has declared shift employees covered under this bargaining agreement to be 207(k) exempt employees for the purposes of application of the Fair Labor Standards Act. For the purposes of calculating pay under Section 207(k) of the Fair Labor Standards Act, the basic work period shall be as defined herein.

B. 48 Hour Work Week

The basic work period will be defined to be a twenty-one (21) calendar day recurring period of time. The scheduled average hours worked per week shall be 48 hours. In calculating the hourly rate of shift employees being adjusted from a 52nd hour week to a 48 hour week, the hourly rate of the employee will be calculated by dividing the employees weekly rate by 48 hours. This calculation will be done at the time this provision goes into effect. Sick leave accrual will be calculated based upon the 48-hour workweek.

City's Chief Negotiator: 
Union's Chief Negotiator: 

A Shift employee's tour of duty shall consist of working for twenty-four (24) consecutive hours, followed by forty-eight (48) consecutive non-work hours. This recurring tour of duty shall also include one (1) regularly scheduled twenty-four (24) hour period of non-work hours, otherwise known as a Kelly Day, every seventh (7th) scheduled shift day.

Kelly Day assignments shall be determined on an annual basis prior to vacation selections. Kelly Day assignments will be determined by the Fire Chief and will be based upon a selection system that takes into account seniority, rank, and State paramedic certification. If an employee requests a transfer or accepts a promotion, the employee's Kelly Day assignment shall be based upon the remaining available Kelly Days on the shift to which the employee is assigned.

C. Overtime

For shift personnel, the City agrees to pay overtime at the rate of time and one half the hourly rate based upon the defined twenty-one day work period. The City shall pay overtime for hours actually worked (or where paid leave other than sick leave is granted by the City) in excess of one-hundred-forty-four (144) total hours in any given twenty-one day work period. Employees who actually work less (including paid leave other than sick time granted by the City) than one-hundred-forty-four (144) hours in the twenty-one day work period, and work during hours other than their defined tour of duty, shall receive compensation at straight time for hours worked up to and including one-hundred-forty-four (144) hours in the twenty-one day work period. Overtime compensation will be computed at the end of each twenty-one day work period with compensation for same being on the following paycheck.

In the event that overtime is required of shift employees, it will be assigned among persons on the following basis:

- 1) If overtime is anticipated on a future shift, an employee from the shift needing overtime who would otherwise be scheduled for a Kelly Day, should be offered the overtime by seniority.
- 2) If overtime has not been secured in advance, the overtime will be offered to the off going shift by rotation in seniority. Employees offered overtime must be assignable to the station where the vacant position is scheduled. On duty employees should not be moved to other stations to accommodate overtime employees. For the purpose of overtime selection, assignable means the employee is utilized to fill the position on the employee's shift.
- 3) If no employee, who is assignable in the station with a need elects to take the overtime, then the overtime will be offered to the off going shift by rotation in seniority regardless of the ability to be assigned in the station with a need.

City's Chief Negotiator: PHR
Union's Chief Negotiator: SP

- 4) In the event that mandatory overtime is needed, a qualified employee will be held from the off-going shift by reverse rotation in seniority.

Other than times of disaster, no employee shall work more than forty-eight (48) consecutive hours. Prior to working any additional hours beyond forty-eight (48) consecutive hours, an employee must have a minimum of twelve hours off duty. This provision includes exchange of time.

Section 2 – Non-shift Employees

The regular workweek shall be forty (40) hours per week. The City shall pay overtime for hours actually worked (or where paid leave other than sick leave is granted by the City) in excess of forty (40) total hours in any given work week. Non-shift employees who actually worked less (including paid leave other than sick time, granted by the City) than forty (40) hours in a work week, and are called in to work hours other than their normal shift, shall receive compensation at straight time for hours worked up to and including forty (40) hours in the given work week.

City's Chief Negotiator: YHR
Union's Chief Negotiator: [Signature]

ARTICLE 3: HOLIDAYS

- A. The following holidays shall be observed:
1. New Year's Day – January 1
 2. Martin Luther King's Birthday – January 15
 3. Washington's Birthday – February 22
 4. Memorial Day – May 30
 5. Independence Day – July 4
 6. Labor Day – First Monday in September
 7. Veteran's Day – November 11
 8. Thanksgiving Day – Fourth Thursday in November
 9. Friday following Thanksgiving
 10. Christmas Day – December 25
 11. Employee's Birthday

The Union will observe these holidays on their traditional dates, except for those employees on a forty (40) hour workweek, who will observe them in accordance with the remainder of the City employees.

~~B. Employees must work their regular scheduled tour of duty before and after the holiday, in order to be paid for the holiday, or with agreement of the department head, to be eligible to receive another day off in lieu of pay, unless the employee is on leave with pay.~~

G. B. Employees scheduled to work on a holiday shall receive pay at the rate of two one and one-half (2 1/2) times their regular rate of pay for all hours worked on the holiday. Hours worked include those hours where an exchange of time occurs, with the normally scheduled employee receiving the holiday pay.

C. Employees working overtime on a holiday shall receive pay at the rate of two (2) times their regular rate of pay for all overtime hours worked on the holiday. (Overtime Rate + Half Time Additional)

~~D. On or about September 15th of each fiscal year (10-1 through 9-30), any accumulated holiday time not used by the employee, shall be paid at the specified rate of 10.4 hours per day. However, employees who have approved scheduled vacations for October, November, and December, may use their accumulated holidays to extend their normal vacation periods, so long as such extension does not interrupt the normal work operation as determined by the department head.~~

E. D. The Union will also enjoy any additional holidays as declared by the City. The Union will observe these holidays on their traditional date, except for those employees on a forty- (40) hour workweek, who will observe them in accordance with the rest of the City employees. City closures related to

City's Chief Negotiator: JHR
Union's Chief Negotiator: ED

declarations of disaster shall not be considered as Holidays under the terms of this Agreement.

E. Any accumulated holiday time not used by employees prior to September 15, 2000, shall be paid at the specified rate of 10.4 hours per day. However, employees who have approved scheduled vacations for October, November, and December of 2000 may use their accumulated holidays to extend their normal vacation periods, so long as such extension does not interrupt the normal work operation as determined by the Fire Chief. In no event can accumulated holiday time be used to extend vacation after December 31, 2000.

City's Chief Negotiator: YHR
Union's Chief Negotiator: SEP

ARTICLE 4: SICK LEAVE

- A. Regular, full time employees with six (6) months service shall earn one (1) day of sick leave for each month of continuous service, commencing the first of the month following the sixth month period, with no limit on maximum accumulation.
- B. Regular full time employees with six (6) months service, who incur a non-duty sickness or disability, shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sicknesses, injuries or disabilities which are determined to be covered by Worker's Compensation, shall not be charged to the accumulative sick leave of the employee.
- C. If death in the line of duty occurs or the employee dies from an accident in the line of duty, or the employee is permanently disabled from an injury in the line of duty, then the employee will be compensated at 100% of his their regular rate of pay for any unused accrued sick leave. In the event of death, the above benefits shall be made payable to the estate of such employee by the City of Riviera Beach. The question of permanent disability may be determined by members of the pension board then in existence.
- D. Regular full time employees with ~~six (6)~~ who have completed twelve (12) months service shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred and thirty two (132) days, upon termination of employment, for other than discharge or retirement. Regular full time employees, upon retirement, shall be paid one hundred percent (100%) of any unused sick leave days, up to one hundred and thirty two (132) days.
- E. Such sick leave payment shall be at the employee's current hourly rate of pay, at the time of resignation or retirement. If a regular, full time employee is discharged, the employee will not receive any compensation for any unused accrued sick leave.
- F. Absence for two (2) continuous tours of duty, shall require a Doctor's Certificate upon returning to work. If any employee is absent for sick leave purposes more than four (4) tours of duty in a contract year without a Doctor's certificate, a Doctor's certificate shall be required for any further absences that contract year, or sick leave will be denied. An employee who leaves work during a tour of duty due to sickness shall have that absence counted toward the requirements of this Section.
- G. Whenever, in the judgment of the department head, sick leave is being abused or where an employee regularly uses his/her sick leave as it is earned, the employee requesting such sick leave shall be required to furnish a Doctor's certificate for such absence, prior to sick leave being

City's Chief Negotiator: PHR
Union's Chief Negotiator: RED

Any employee employed at the beginning of the fiscal year, and has accrued less than thirty (30) days of sick leave, may elect to be paid for three days of accrued leave. In order to elect to be paid, the employee must not have used more than two (2) days of sick leave in the preceding year. The election must be made in October. Payment will be at the employee's current rate of pay and will be paid by December 31st of the elected year.

City's Chief Negotiator: AM
Union's Chief Negotiator: CBP

B. The City agrees that employees on worker's compensation receive sixty-six and two-thirds percent (66 2/3%) of the employee's regular based salary (less worker's compensation, social security, settlement of third party claims or other benefits) provided the employee is a regular full time employee and has satisfactorily completed his/her the probationary period. Payments under this section shall commence only after the employee has been away from work and disabled for a period of ninety (90) days.

Once an employee's worker's compensation benefits have been exhausted, terminated, or settled, the employee's right to benefits under this section shall cease.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

ARTICLE 6: NO STRIKE PROVISION

- A. The Union agrees not to engage in a strike, work stoppage, slowdown or other forms of interference with the operation and mission of the City Administration.
- B. Any employee who participates in, or promotes a strike, work stoppage, slowdown or other form of interference with the operation and mission of the City Administration shall be subject to discipline up to and including discharge.
- C. In the event of a strike, or work stoppage or interference as defined presently in the Public Employees Relations Act, Section 447.203 (6) with the operation and accomplishment of the mission of the City Administration, the President of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union Representative shall notify the City within twenty-four (24) hours after commencement of such strike, what measures it has taken to comply with the provision or provisions of this Article.
- D. Failure to abide by the terms set forth in this Article may cause the City Council to terminate this agreement.

City's Chief Negotiator:
Union's Chief Negotiator:

ARTICLE 7: MATTERS APPROPRIATE FOR CONSULTATION

- A. The President of the Union or his the Union President's designee shall have the right to present views of the Union to the employer on issues which affect the welfare of its members. Both parties agree that the language of this Article is not intended to expand the scope of the negotiations, nor does it constitute the right of the Union to renegotiate articles of the contract in effect at the time. The purpose of such consultation is to reach mutual understandings, receive clarification and/or information affecting employees in the bargaining unit.

- B. It is also agreed that the City Manager retains the final right of decision on all matters consulted on this Article.

- C. Consultation meetings between the Union and management shall be arranged by the Director of Human Resources or by the Union upon written request by the Union in advance. Such request shall include an agenda of matters to be taken up at the meeting. Any meeting called pursuant to this paragraph must provide for five (5) days notice absent an emergency.

- D. Consultation meetings may be called by management with confidentiality, or other legal restrictions to advise the Union of any anticipated major changes affecting the working conditions of the bargaining unit employees.

City's Chief Negotiator:
Union's Chief Negotiator:

ARTICLE 8: MANAGEMENT RIGHTS CLAUSE

- A. The Union recognizes that the City has and will continue to retain, whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects; and the power or authority which the City has not officially abridged, delegated, or modified by the express provision of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to the following:
1. To manage and direct the employees of the City.
 2. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.
 3. To suspend, demote, discharge or take other disciplinary action against employees for cause.
 4. To relieve employees from duty because of lack of work, funds or other legitimate reasons.
 5. To maintain the efficiency of the operations of the City.
 6. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and sub-contract existing and future work.
 7. To determine the organization of City government.
 8. To determine the number of employees to be employed by the City.
 9. To determine the number, types and grades of positions or employees assigned to an organization unit, department or project.
 10. To determine internal security practices.
 11. To determine those matters to be covered by the Civil Service System.
- B. The City Council has the sole authority to determine the purpose and mission of the City and all its employees and the amount of the budget to be adopted.
- C. If, in the sole discretion of the City Council, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provision of this agreement may be suspended by the Mayor during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.

City's Chief Negotiator:
Union's Chief Negotiator:

their job description.

- E. Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Riviera Beach. Accordingly, the Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

- F. Those inherent managerial functions, prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of this Agreement, are not in any way, directly or indirectly, subject to the grievance procedure or arbitration.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

ARTICLE 9: GRIEVANCE PROCEDURE

A. Definitions:

- 1) A grievance is defined as a misapplication or misinterpretation of this Agreement.
- 2) The term "employee" includes any individual within the bargaining unit covered by this Agreement.
- 3) The term "day", when used in this procedure, shall mean calendar days, Monday through Friday, exclusive of holidays.
- 4) A "grievant" is a person affected by the misapplication or misinterpretation of this Agreement.

A grievance shall be processed as hereinafter provided.

B. Withdrawal of Grievance:

A grievance may be withdrawn by the grievant at any time, and at any step of this procedure provided, however, the same grievance may not be filed the second time by the same party, after the grievance has been withdrawn.

C. Informal Grievance Procedure:

In the event that a grievance exists, the grievant or the Union Grievance Committee on behalf of a grievant, shall within three (3) days of such misapplication or misinterpretation of the Agreement, first discuss it in an informal manner with the immediate supervisor. If the resolution of the grievance is not satisfactory to the grievant, or if no disposition has been made within three (3) days following the informal discussion with the immediate supervisor, the grievant may within three (3) days file a formal grievance, in writing with the immediate supervisor, or a form prescribed by management. A grievance shall refer to the specific provision or provisions of this Agreement that have been violated.

Any grievance not conforming to the provisions of this paragraph shall be denied and not eligible to advance through the steps of the grievance procedure, including arbitration.

D. Formal Grievance Procedures:

Step #1. If the formal grievance is not filed within five (5) days after the completion of the informal grievance procedure discussion, the right to proceed with the grievance is barred. The immediate supervisor shall respond within three (3) days or the grievant may advance to Step #2.

City's Chief Negotiator:
Union's Chief Negotiator:

Step #2. If an appeal from Step #1 is taken, the grievance must be presented, in writing, within three (3) days, to the Chief of the Fire Department, who shall adjust the grievance within three (3) days or the grievant may advance to Step #3.

Step #3. If an appeal from Step #2 is taken, the grievance must be presented, in writing, within three (3) days, to the Director or Human Resources, who shall adjust the grievance within three (3) days or the grievance may be advanced to Step #4.

Step #4. If an appeal from Step #3 is taken, the grievance must be presented, in writing, within three (3) days, to the City Manager, who shall adjust the grievance within five (5) days or the grievance may be advanced to Step #5.

Step #5. In the event that the Union is not satisfied with the disposition of the grievance at Step #4, or if no disposition has been made within the time limits provided for in Step #4, the Union may submit the grievance to arbitration, using the Federal Mediation and Conciliation Services (FMCS). Such request shall be filed with the City Manager no later than five (5) days after the City Manager's response is due in Step #4 of the grievance procedure. The arbitration proceedings shall be in accord with the rules of FMCS.

In the event that either party claims that a dispute is non-arbitrable, the arbitrator will rule on that issue and if the arbitrator decides the issue is arbitrable, he will rule on the merits of the grievance. Arbitrability and the merits shall be heard at the same hearing. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement "not to be subject to arbitration" or "not subject to the grievance procedure" or which is not specifically covered by this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question at issue. The arbitrator shall render his a decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to both the City and the Union. Both parties agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

E. General Provisions:

- 1) The time limits provided in this Article shall be strictly observed, unless extended by mutual agreement of the parties. Failure of the Union or grievant, whichever is appropriate, to proceed with the grievance within the times herein before provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the Union or grievant, whichever is appropriate, to proceed to the next step in the grievance procedure. An employee will not be allowed to proceed to arbitration without the Union unless the Union refuses to represent the grievant solely due to the grievant's lack of membership in the Union. The Union must notify the grievant and City of its refusal for this reason.
- 2) All grievances shall be processed during times that do not interfere with, or cause interruption of an employee's work responsibilities.
- 3) The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his performing duties prior to or during the time a grievance is being processed.
- 4) The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the Union or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.
- 5) The commencing of legal proceeding against the City in a court of law or equity, or before the Public Employee Relations commission, or any other administrative agency, by an employee or the Union, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedies and constitute a waiver by said employee or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement.
- 6) Any grievance affecting a class or group of employees may be initiated at Step #3 (Director of Human Resources).

City's Chief Negotiator: PHR
Union's Chief Negotiator: JEL

ARTICLE 10: WAGES

~~A. For the 19960-'97 fiscal year, employees who were employed by the City on October 1, 1996, for the requisite number of years, as noted below, will receive the following adjustment to their wages retroactive to October 1, 1996:~~

Over 10 years	3.0%
8-9 years	2.5%
6-7 years	2.0%
4-5 years	1.5%
2-3 years	1.0%
1 year or less	0.5%

~~An employee must be employed on the date of ratification and the date payment is made by the City to be eligible for retroactivity. An employee hired subsequent to October 1, 1996, will only receive retroactive pay to the initial date of employment. The minimum of the pay grade will be frozen; however, the maximum of the pay grade will be increased by two (2) percent.~~

~~B. For the 1997-'99 fiscal year, employees who were employed by the City on October 1, 1997, for the requisite number of years, as noted below, will receive the following adjustment to their wages retroactive to October 1, 1997:~~

Over 10 years	3.0%
8-9 years	2.5%
6-7 years	2.0%
4-5 years	1.5%
2-3 years	1.0%
1 year or less	0.5%

~~An employee must be employed on the date of ratification and the date payment is made by the City to be eligible for retroactivity. An employee hired subsequent to October 1, 1997, will only receive retroactive pay to the initial date of employment. The minimum of the pay grade will be frozen; however, the maximum of the pay grade will be increased by two (2) percent.~~

~~C. Effective October 1, 1996, a three percent (3%) wage adjustment will be given annually on the employee's anniversary date during 1996-'97 fiscal year or 1997-'98 fiscal year, if applicable. An employee must be employed on the date of ratification and the date payment is made by the City to be eligible for retroactivity or payment of this adjustment.~~

A. Salary Adjustment

Bargaining unit members shall have their base salaries adjusted as set forth in Appendix C of this agreement. The salary adjustment will be effective as of October 1, 1999 and October 1, 2000 where indicated in Appendix C. This salary adjustment will occur prior to and in addition to

City's Chief Negotiator: JHR
Union's Chief Negotiator: CEP

the 3% wage step adjustments that occur on an employee's anniversary date as part of this agreement, longevity pay, paramedic incentive pay, EMT pay, or any other remuneration not specifically specified herein. An employee must be employed on the date of ratification to be eligible for retroactivity or payment of this adjustment.

B. Salary Schedule

The Salary Schedule providing for base salary compensation for employees in the following bargaining unit classifications for fiscal year 1999/2000 and 2000/2001 shall be as follows:

<u>Grade</u>	<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
F29	Fire Fighter	\$27,500.00	\$43,500.00
F31	Driver Engineer	\$32,025.00	\$48,025.00
F32	Lieutenant	\$33,600.00	\$49,600.00
F33	Captain	\$35,280.00	\$51,280.00
F36	Division Chief	\$41,769.00	\$57,769.00

The City agrees to complete a third party pay and equity study for all bargaining unit employees (including the topics of merit pay, proper salary, salary equity, and longevity pay issues and career plans) by March 1, 2001, so that it may be considered by the parties in the negotiation process for the successive contract.

At no time shall an employee's base salary be below the minimum salary schedule range for the classification. An employee must be employed on the date of ratification to be eligible for retroactivity or payment of this adjustment.

C. Wage Adjustment

Effective October 1, 1998, a three percent (3%) wage adjustment will be given annually on the employee's anniversary date. An employee must be employed on the date of ratification to be eligible for retroactivity or payment of this adjustment. If an employee's wage adjustment results in a wage increase exceeding the maximum salary schedule for the employee's classification, then the amount exceeding the maximum rate of pay for that particular classification will be paid to the employee in a lump sum payment.

D. Paydays

Employee's paydays will be weekly, on Thursday. However, effective on or about October 1, 2001, paydays will be bi-weekly. Biweekly is defined as every two (2) weeks. In the event that a payday falls on a holiday, the City shall have the discretion to pay the employees on the day before or the day after the holiday. The City will provide the option of direct deposit to all employees on or about October 1, 2001.

City's Chief Negotiator: 
Union's Chief Negotiator: 

ARTICLE 11: HEALTH AND SAFETY

A. The City and the Union shall cooperate fully on matters of health, safety and sanitation affecting the employees of the Fire Department. All prospective Fire Department employees shall receive physical examination, which includes a stress test and a drug test pursuant to Article 36 of this Agreement. Once every three (3) years, employees with five (5) years of service and other employees, at the discretion of the Fire Chief, will receive a physical which includes a blood test, a stress test, a chest X-ray, and a drug test, pursuant to Article 36 of this Agreement. Such physical shall be at no expense to the employee. The medical records will be maintained as outlined in Florida Statutes. However, prior to submission to the physical examination, the employee shall sign a medical release form authorizing the City to receive a copy of the medical report. Upon receipt of the medical records, the records shall be maintained as required under Florida Statutes.

B. A Safety Committee shall be established, consisting of two (2) unit members selected by and on behalf of the Union; the City Manager's designee and the Fire Chief or his the Fire Chief's designee on behalf of the City.

The Safety Committee shall meet bi-monthly, or more or less often, by mutual consent, and such meetings shall be scheduled at the time established by the City Manager or his the City Manager's designee. The City Manager or his the City Manager's designee shall preside at all meetings. The Safety Committee shall consider the standards proposed by NFPA 1500: Standard on Fire Department Occupational Safety and Health. Recommendation of the committee shall be sent to the City Manager for final disposition.

C. The City shall provide and the bargaining unit employees shall participate in, unless excused by virtue of a verifiable medical reason, an immunization program as follows:

Tetanus – every ten (10) years, except employees may be required to submit every five years if subject to a documented job related injury from which the employee may acquire tetanus.

Hepatitis (type B) –^{*} every five (5) years or as often as required by the type of vaccination utilized by the City.

City's Chief Negotiator: PHR
Union's Chief Negotiator: REP

- D. The City shall provide and the employee shall participate in an annual tuberculosis screening.
- E. Employees who are to receive and be scheduled for a physical or other examination under this Article will be given one (1) week prior notice of the date of the examination. There will be no rescheduling of examinations or immunizations except in the cases of emergency or job assignments approved in advance.
- F. The City agrees to develop and maintain a data file of accidents, injuries, or deaths, which are a job related and all exposures to toxic materials or infectious agents.

City's Chief Negotiator: PH
Union's Chief Negotiator: JP

ARTICLE 12: INSURANCE

A. Group Insurance

~~The City agrees to provide the employee with a health plan which pays 80% of the first \$5,000.00 of covered expenses and the employee paying 20% of the first \$5,000.00 of covered expenses. The City agrees to provide and maintain health and dental insurance for employees at no cost. Employees have the option to purchase dependent insurance coverage at their expense.~~

B. Life Insurance

The City hereby agrees that all eligible employees in the bargaining unit will be provided life insurance coverage in an amount equal to \$15,000.00 twenty-seven thousand dollars (\$27,000). Employees will also have the option to purchase at their expense, \$15,000.00 00 twenty-seven thousand dollars (\$27,000) of additional insurance. The provisions of this section shall take effect upon ratification of this agreement.

City's Chief Negotiator: TPH
Union's Chief Negotiator: SEP

ARTICLE 13: SAVING CLAUSE

A. It is the express intent of the parties that if any article, section, sub-section, sentence, clause or provision of this contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the contract, except in the circumstances of paragraph B of this Article.

B. If any provision of this collective bargaining contract conflicts with any ordinance, rule, or regulation over which the Council has amendatory power, the Council shall amend the ordinance, rule or regulation to conform to the new provision of this contract.

If any provision of the collective bargaining contract is in conflict with any law, ordinance, rule or regulation over which the City Manager or Council have no amendatory power, the chief executive officer shall submit to the appropriate governmental body having amendatory power a proposed amendment to such law, ordinance, rule or regulation. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the collective bargaining contract shall not be effective. [Reference, Florida Statutes, Section 447.309(3)].

C. No terms and conditions of employment shall be changed without bargaining each one with the Union.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

ARTICLE 14: UNION BUSINESS

- A. Bulletin board space shall be available in each work location for the use of the Riviera Beach Association of Fire Fighters for purposes of posting material dealing with Union business.

- B. No literature or posters alleging a misdeed(s) on the part of City management officials or Union representatives, with the exception of the posting of grievances filed with the City, shall be posted. In addition, no material relating to local political action or activity either Union or civic may be posted on the bulletin board.

- C. All materials posted on the bulletin board must be approved by the Union president. A copy of all posted materials, with the exception of the treasurer's reports, notices or postings otherwise required by PERC or law, and the minutes of meetings, must be provided to the City Manager or the City Manager's designee prior to posting.

City's Chief Negotiator: PHR
Union's Chief Negotiator: RED

ARTICLE 15: WORK OUT OF GRADE

~~Any employee covered by this Agreement who is required to accept the full responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at the hourly rate for that position or rank while so acting, exclusive of training purposes.~~

- A. Employees covered by this Agreement who are temporarily assigned to a position or rank higher than their normal position or rank shall receive assignment pay of five (5%) percent of their base pay for all hours worked in that assignment effective upon date of ratification.
- B. Employees covered by this Agreement who are not receiving Paramedic Incentive Pay under ARTICLE 32: MEDICAL INCENTIVE PAY and who are assigned to a State Permitted ALS unit shall receive assignment pay of five (5%) percent of their base pay for all hours worked in that assignment effective upon date of ratification.

City's Chief Negotiator: JHR
Union's Chief Negotiator: REP

problems which may arise out of the administration of this Agreement. Such meetings are not intended to by-pass or substitute for the grievance procedure, nor are they intended to expand the scope of bargaining or to provide re-openers.

- B. Upon advising and receiving approval of their constituency on the legislative or authoritative bodies, the Union and the City Manager may, by mutual agreement, amend the terms of this Agreement. Any such amendment must be in writing.

City's Chief Negotiator: PHZ
Union's Chief Negotiator: REP

ARTICLE 17: RULES AND REGULATIONS

- A. The Union and the City recognize that the citizens of Riviera Beach are entitled to receive services at the highest possible level, subject to budget limitations. Therefore, the Union pledges that it will actively promote and encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.

- B. The Union agrees that all employees shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance.

City's Chief Negotiator:
Union's Chief Negotiator:

ARTICLE 18: CALL BACK PAY

All employees covered by this Agreement and who are called back to work from off duty, shall be paid at least three (3) hours minimum at the rate of one and one-half (1 1/2) times their regular base rate of pay. Those employees who are required to carry a beeper during the period away from work will be compensated at the end of the work-week at the rate of two (2) hours straight time.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

ARTICLE 19: NON-DISCRIMINATION

- A. All references in this Agreement to employees of the male gender are used for convenience only, and shall be constructed to include both male and female employees.
- B. The right of the employees to belong to, participate in, or refrain from belonging to the Union shall not be prohibited, abridged or interfered with.
- C. Neither the City nor the Union shall discriminate against any employee because of race, color, creed, national origin, or ancestry. Neither the City nor the Union shall discriminate against any individual because of sex, age, disability or veteran status, where prohibited by applicable federal or state law.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

ARTICLE 20: SENIORITY AND PERSONNEL REDUCTION

- A. Seniority shall be defined as the total length of continuous service as a firefighter with the City of Riviera Beach. Seniority shall continue to accrue during all types of compensable leave, approved by the City. Approved leaves of absence without pay shall not count toward the accrual of seniority.
- B. Employees shall lose their seniority as a result of the following:
- (1) Termination;
 - (2) Retirement;
 - (3) Resignation;
 - (4) Lay-off exceeding six (6) months;
 - (5) Failure to report to the Personnel Office intent of returning to work within three (3) days of receipt of recall, as verified by certified mail return receipt; or
 - (6) Failure to report from military leave within the time limits prescribed by law.
- C. The City Council will determine the classifications and number of employees to be laid off. When the lay-off occurs, probationary employees shall be laid off first, and then regular full time employees, in the inverse order of their seniority at the time of the lay-off. Probationary employees shall have no recall rights.
- In the event that two or more employees affected have the exact same amount of seniority, the City Manager shall make the decision of who shall be retained.
- Lay-offs shall be by seniority except where lay-off adversely impacts the City's ability to comply with minimum requirements to provide advance life support service. In the event of a reduction in the working force or the elimination of a job, any affected employee with greater seniority may claim any job in the department which he has previously performed, however, under no circumstances will an employee be eligible to displace into a job classification higher than the job classification he currently holds.
- C. Recall: Regular fulltime employees on lay-off status will have recall rights for six months. Recall will be made by certified mail to the last address in the employee's records. Within three (3) work days of certified receipt date, laid off employees must signify in writing, their intention of returning to work, to the Personnel Office. Failure to respond to the notice within the prescribed time limits previously stated, shall constitute a resignation by

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

the employee. Employees who desire to return to work must do so within five (5) work days of receipt of the recall notice.

Recall will be offered to laid off employees, other than those employees who were on probationary status at the time of lay-off, provided they are physically qualified to perform all of the duties of the job.

When the employees are recalled from lay-off, the employee with the greatest seniority in that classification, as a firefighter with the City of Riviera Beach, shall be recalled first.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

- No more than one (1) Fire Fighter / Paramedic or EMS Lieutenant may select vacation leave on the same shift, unless approved by the Fire Chief.

E. The selection process shall occur in two rounds:

- When picking in the first round, the employee must select three (3) or more consecutive shifts.
- When picking in the second round, the employee may select one (1) or more consecutive shifts.
- Any vacation leave granted under this article shall not result in the employee receiving more than 32 calendar days off between shifts.

F. Employees may select vacation throughout the year according to the criteria below:

- The selection must be made in writing to the Division Chief's office, through the chain of command, between the 1st and the 15th day of the calendar month preceding the calendar month during which the vacation time request is to occur.
- Additional vacation leave under this section shall be based on seniority and approved according to the availability Section D above.
- The employee cannot cancel selections made under Section F.

G. Advanced Pay will only be provided to employees scheduled for four (4) or more consecutive shifts off and must be requested in writing.

City's Chief Negotiator: PHD
Union's Chief Negotiator: PEP

ARTICLE 22: EMPLOYEE DEVELOPMENT

~~A. The City agrees to grant time off from duty with pay, to those employees attending accredited classes pertaining to fire department technology or medical skills required for the position, as determined by the Chief of the Fire Department.~~

A. The City and the Union recognize and acknowledge the value of continuous employee development.

~~B. Time off will be granted unless manpower is to a minimum, then an exchange of time will be granted.~~

B. Effective upon ratification of this agreement, the City agrees to pay the cost of department approved employee education and development, including required texts and materials, up to the amount of \$900.00 per employee per fiscal year in accordance with the following schedule:

<u>Pass-Fail / Non-Credit / Non-Graded Certificate Courses</u>	
<u>Pass</u>	<u>100%</u>
<u>Fail</u>	<u>0%</u>

<u>Graded Courses</u>	
<u>A or B</u>	<u>100%</u>
<u>C</u>	<u>75%</u>
<u>D or F</u>	<u>0%</u>

~~C. However, the Chief of the Fire Department shall make the final determination as to whether or not the request shall be granted.~~

C. Reimbursement to the employee for department-approved courses shall occur within 30 days of submission of successful completion of the course.

D. Dependent upon the course, it is understood that the City may make advanced tuition payment arrangements with individual institutions for the convenience of the employees. Where the City has made advanced tuition payment, the employee agrees to reimburse the City when a grade of C or less is obtained or when the employee withdraws or otherwise fails to complete the course.

E. Employees who request approval to attend college classes, training, or educational opportunities shall do so at their own travel expense. Time off to attend requested college classes, training, or educational opportunities shall be the responsibility of the employee. The Fire Chief may conditionally grant time off to an employee to attend to attend college classes, training, or educational opportunities at the Chief's discretion.

City's Chief Negotiator: PAW
Union's Chief Negotiator: REP

F. The Chief of the Fire Department shall make the final determination regarding the approval of educational reimbursement and the award of time off to attend education or training.

~~D.~~ G. In order to qualify for school leave or reimbursement under this Section, the employee must first file a request for school leave, indicating the courses to be taken, with the Chief's office. The decision as to whether or not the course(s) requested by the employee is appropriate, shall be made by the Chief of the Fire Department.

~~E.~~ H. If an employee receiving benefits under this Article, does not continue their employment for a period of at least ~~one (1) year~~ twenty-four (24) months after their completion of school leave, the employee shall reimburse the City the total monies expended on their by the City on the employees' behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

However, the above shall not apply if the employee has to resign within the ~~one (1) year~~ twenty-four (24) month period due to personal hardship beyond the employee's control. Repayment shall not apply if the employee retires from service. The City Manager shall determine what constitutes personal hardship beyond the control of the employee.

PARAMEDIC SCHOOL

I. Effective upon ratification of this agreement, the City agrees to pay the cost of department approved Paramedic school, including required texts and materials, up to the amount of \$2,500.00 in accordance with the following schedule:

A or B	100%
C, D or F	0%

Employees who do not pass the State Examination for certification as a Florida Paramedic within twelve (12) months from completion of the course shall reimburse the City one hundred percent (100%) of the monies expended upon the employee for this course. Reimbursement may be done by payroll deduction over a period of twelve (12) months. Any employee who exercises the Paramedic School Reimbursement benefits must remain employed with the City as a Paramedic for at least twenty-four (24) months from the date the employee becomes State Certified. Any employee terminating employment before the end of the twenty-four (24) month period shall reimburse the City the total monies expended by the City on the employees' behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

City's Chief Negotiator: AKR
Union's Chief Negotiator: REP

ARTICLE 23: TERM

A. After a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the City-Manager Mayor and City Clerk to sign the Agreement on behalf of the City, the Agreement, upon being signed by the appropriate union representatives and being signed by the City-Manager Mayor and City Clerk, shall become effective. ~~October 1, 1995, and shall remain in full force and effect until September 30, 1998.~~ October 1, 1998, and shall continue until September 30, 2001.

~~The parties agree that for the fiscal year beginning October 1, 1996, either party shall have the right to reopen wages and one other Article. The parties agree that for the fiscal year, beginning October 1, 1997, either party shall have the right to reopen wages and one other Article.~~

B. The agreement shall be automatically renewed annually provided, however that either party may give written notice, not later than 120 days in advance of the expiration date of this agreement of its intention to renegotiate the Agreement.

City's Chief Negotiator: AM
Union's Chief Negotiator: JP

ARTICLE 24: MISCELLANEOUS

- A. The City and the Union acknowledge that during 'the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. The City and Union agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, where discussed, and therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of the parties.

- C. This Agreement shall supersede any ordinances, regulations, or practices of the City, promulgated and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.

- D. There shall be no benefits implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof, except those benefits as herein expressly provided.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

ARTICLE 25: DEFINITIONS

- A. **Employee:** The term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit.

All references to employees in this Agreement designate both sexes, and whenever the male gender- is used, it shall be constructed to include both male and female employees.

- B. **City:** The City of Riviera Beach, Palm Beach County, Florida, its administrative representative(s) or agent(s).
- C. **City Council:** The legislative body of the City of Riviera Beach, Palm Beach County, Florida.
- D. **City Manager:** The City Manager of the City of Riviera Beach, Palm Beach County, Florida, or his designated representatives.
- E. **PERC:** The Florida Public Employee's Relations Committee.
- F. **Tour of Duty:** A period of duty equal to twenty-four (24) consecutive hours.
- G. **Management:** The term "management" as used in this Agreement shall refer to the City Manager, department and assistant department heads and any other persons designed by the City Manager.
- H. **Public Employee's Relations Act (PERC):** Florida Statutes, Chapter 447, Part 2.
- I. **Doctor's Certificate:** A physician's statement attesting to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

City's Chief Negotiator:
Union's Chief Negotiator:

ARTICLE 26: PHYSICAL FITNESS

- A. The Union realizes the need for a physical fitness program and further recognizes that to be physically fit is a condition of employment.
- B. The City shall have the right to implement a physical fitness performance evaluation prior to accepting new employees.
- C. All employees will participate in the prescribed physical fitness program in order to maintain their capability of providing services.
- D. The City will endeavor to formulate a fitness program flexible enough to take into consideration the age, health, and disability of the employee.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

ARTICLE 29: VACANCIES, JOB POSTING, EXAMINATIONS, AND PROMOTIONS

- A. Advancement in Rank: Advancement from one rank to another shall be by promotional examination. ~~Fire Medics qualify through State Exams as outlined in Florida Statutes, Section 401.47 and are appointed to the position of Fire Medic by the Fire Chief.~~ Duty shall be by assignment by the Fire Chief to such divisions within the Fire Department as presently exists or may be created in the future.
- B. Probationary Time in Uniform Division for Bargaining Unit Personnel: The probationary period for all new employees shall be for a period of one (1) year. Upon promotion an employee will be on probation for six (6) months and ~~the time spent in provisional employment shall not be counted toward satisfying the probationary period.~~ Upon completion of the probationary period, the position (except Fire Medic) shall become classified through civil service.
- C. Promotional Examination: Eligibility for promotion to the next higher rank shall be in accordance with the Fire Promotion Section.

The examination for the position of Lieutenant, Captain, or Division Chief shall include a written examination and Assessment Center Process. The educational qualification requirements to participate in examinations listed below will become effective on September 30, 2001. Probationary time shall be computed in the time in grade required in the various ranks.

~~4. Fire Medic: Any employee who meets the qualifications of Florida Statutes, Section 401.47 Certification and Standards for Personnel is eligible for assignment to the position of Fire Medic by the Fire Chief.~~

D. Driver Engineer: Any firefighter ~~or fire medics~~ who has served two (2) years ~~in grade or combination of two (2) years in grade (Firefighter Fire Medic)~~, continuous service with the City and has taken and completed with a passing grade Fire Apparatus Operations (FFP 2640) and Fire Service Hydraulics (FFP 1601) or their equivalent shall be eligible to participate in a promotional examination for Driver Engineer. The examination for the position of Driver Engineer shall include a written examination and practical skills assessment. Candidates must pass the written portion to be eligible to participate in the skills portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.

E. Fire Inspector: Any ~~Driver Engineer or Firefighter~~ employee who has served ~~one three (1 3) years~~ in grade continuous service with the City as a

City's Chief Negotiator: THR
Union's Chief Negotiator: JER

firefighter and has attained permanent status shall be eligible to participate in a promotional examination for Fire Inspector. Fire Captains shall also be eligible to participate in examination for Fire Inspector. All participants in the examination Employees promoted to the position of Fire Inspector shall be State Certified Inspectors within one year from date of promotion to Fire Inspector.

- F. EMS Lieutenants: Any Fire Fighter or Driver Engineer, who has served three (3) years as a paramedic qualified individual shall be eligible to participate in the promotional examination for EMS Lieutenant. The examination for the position of EMS Lieutenant shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- G. Fire Captains: Any Driver Engineer, or EMS Lieutenant, who has served one (1) year in grade and has attained permanent status and has taken and completed with a passing grade "Fire Service Tactics and Strategies" (FFP2410) or its equivalent, shall be eligible to participate in the promotional examination for Fire Captain. The examination for the position of Captain shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- H. Fire Prevention Division Chief: Only Fire Inspectors who have served three (3) years in grade shall be eligible to participate in a promotional examination for Fire Prevention Division Chief. If no one is eligible, all State Certified Fire Inspectors will be eligible to participate in the promotional process. Fire Captains or Fire Inspectors who have served three (3) years in grade shall be eligible to participate in a promotional examination for Fire Division Chief. Employees promoted to the position of Fire Prevention Division Chief shall be State Certified Inspectors within one year from date of promotion to Fire Inspector. The examination for the position of Fire Prevention Division Chief shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.

City's Chief Negotiator: *[Signature]*
Union's Chief Negotiator: *[Signature]*

- I. Fire Division Chief: Only Fire Captains who have served three (3) years in grade and has taken and completed with a passing grade "Fire Service Tactics and Strategies" (FFP2410) or its equivalent shall be eligible to participate in a promotional examination for Fire Division Chief. The examination for the position of Fire Division Chief shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- J. Emergency Medical Services - Division Chief: Only EMS Lieutenants, Fire Captains, or Fire Division Chiefs who have served ~~five (5)~~ three (3) years as a paramedic qualified individual shall be eligible to participate in the promotional examination for Emergency Medical Services Division Chief. The examination for the position of Emergency Medical Services Division Chief shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- K. This article takes effect upon ratification unless otherwise noted.

City's Chief Negotiator: Pittz
Union's Chief Negotiator: [Signature]

ARTICLE 31: SURVIVOR'S BENEFIT

The City and pension Fund Trustees shall appropriate from the funds it receives from the Insurance Commissioner's Regulatory Trust Fund, sufficient monies to fund the survivor's benefit as proposed by the Firefighter's Pension Fund trustees to the existing Riviera Beach Firefighter's Municipal Pension Fund.

City's Chief Negotiator:
Union's Chief Negotiator:

ARTICLE 32: MEDICAL INCENTIVE PAY

- A. ~~State certified E.M.T. 1's will receive five dollars (\$5.00) per week incentive pay for each week as long as they maintain their state certification, unless the employee is not assignable on Fire Department emergency medical vehicles due to a recommendation for disciplinary action from the Department's Medical Director. E.M.T. 1's will receive additional step-up pay for their performance as an E.M.T. 1 on the rescue vehicle. All employees hired after January 1, 1990, will be required to obtain state certification as an E.M.T. 1 within eighteen (18) months from initial employment. New employees, hired after January 1, 1990, will execute and sign a statement which states that they can be dismissed if they fail or refuse to become state certified within the allocated time or if they fail to maintain a current state certification throughout their employment.~~
- B. ~~Holders of Florida state certified paramedic certificates/employee covered by this Agreement who have the Florida State certified paramedic certificates will receive a ten percent (10%) incentive adjustment to their hourly rate of pay for maintaining state certification, unless the employee is not assignable on Fire Department emergency medical vehicles due to a recommendation for disciplinary action from the Department's Medical Director.~~
- C. ~~Florida State Certified Paramedic Certificate holders who are covered by this Agreement will receive an additional ten percent (10%) assignment adjustment to their hourly rate of pay for all times they are assigned to a rescue vehicle. Employees normally working on the rescue vehicle who are on vacation, sick leave, holiday, or other leave will not be eligible for the additional ten percent (10%) assignment adjustment.~~
- D. ~~Pursuant to this proposal, the paramedic job classification is abolished and this Article shall govern the pay of those persons who are eligible or are assigned to paramedic duty.~~
- E. ~~This Article is effective as of April 7, 1988, as Previously agreed by both parties.~~
- F. ~~State certifications and State re-certification which are a condition of employment, the City will provide the employee with time off from work at the employee's regular rate of pay. The City is not obligated to pay the employee overtime for off-duty time utilized in acquiring state certification or state re-certification.~~

Section 1 - EMT

- A. Effective upon the date of ratification of this agreement, all Florida State Certified E.M.T.s will have their base pay adjusted by an additional \$5.00 per week. This is a one-time adjustment for employees who are employed on the date of ratification of this contract and certified as an EMT.
- B. All employees hired after the date of ratification of this agreement will be required to obtain Florida State Certification as an E.M.T. within 12

City's Chief Negotiator: 
Union's Chief Negotiator: 

months from their date of employment. Employees who fail or refuse to obtain or maintain Florida State Certification as an E.M.T. as required by this clause will be dismissed.

- C. All employees hired after January 1, 1990 and up until the date of ratification of this agreement will be required to maintain Florida State Certification as an E.M.T. Employees who fail or refuse to maintain Florida State Certification as an E.M.T. will be dismissed.
- D. Employees may substitute Florida State Certification as a Paramedic for the requirements of B and C above.
- E. It is the employees' responsibility to re-certify and maintain their Florida State EMT Certification.

Section 2 - PARAMEDIC

- A. Effective upon the date of ratification of this agreement, employees who are Florida State Certified as a Paramedic are eligible to receive in addition to their base pay, "Paramedic Incentive Pay" of \$100.00 per week subject to the following requirements:
 - 1. Must possess and maintain current certification as a Florida State Paramedic.
 - 2. Must maintain current certification in Advanced Cardiac Life Support.
 - 3. Must obtain and maintain any other certifications as may be required for paramedic certification by the State of Florida.
 - 4. Must maintain full authorization from the Riviera Beach Fire Rescue Medical Director to perform ALS procedures as a primary paramedic for this department.
- B. Prior to receiving full authorization from the Riviera Beach Fire Rescue Medical Director to perform ALS procedures as a primary paramedic for this department, Paramedics must pass a protocol examination and preceptor program approved by the medical director.
- C. Paramedics not approved by the medical director as a primary paramedic may be given limited authorization to perform ALS procedures by the medical director.
- D. Employees may have their authorization to perform ALS procedures limited or removed by the Riviera Beach Fire Rescue Medical Director.
- E. Limited authorization or denials of authorization to perform ALS procedures does not qualify an employee to receive Paramedic Incentive Pay under this Article.
- F. It is the employees' responsibility to re-certify and maintain their Florida State Paramedic Certification and ACLS Certification.

City's Chief Negotiator: PHR
Union's Chief Negotiator: [Signature]

ARTICLE 33: AMERICANS WITH DISABILITIES ACT

The Union and the City acknowledge the duty of the City to comply with the requirements of the Americans with Disabilities Act (ADA).

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

ARTICLE 34: PENSION

All firefighters may retire after twenty (20) years of credited service regardless of age under normal retirement. This proposal shall become effective upon the adoption of a pension ordinance by the City Council.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

ARTICLE 35: ON THE JOB INJURY / JOB RELATED ILLNESS /
DISABILITY

- A. Following an on-the-job injury, job-related illness, or job-related disability, an employee has a maximum of eighteen (18) months from the date last worked to return to the original duties of the employee's position, with or without reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physician and verified by the City's Risk Manager.
- B. If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within eighteen (18) months from the date last worked following an on-the-job injury, job-related illness or job-related disability, the employee will be recommended for termination.
- C. If any employee returns to work within the eighteen (18) month period and has a subsequent recurrence of the same on-the-job injury, job-related illness, or job-related disability, the total combined lost time from work for any on-the-job injury, job-related illness or job-related disability may not exceed twenty-four (24) months in the most recent thirty (30) month period. If the employee is absent for a combination of twenty-four (24) months during the thirty (30) month period, then he/she the employee will be recommended for termination.
- D. Restricted duty due to injury or illness.
An employee who incurs an illness or injury or who cannot perform regular responsibilities due to pregnancy may be permitted to work in a restricted duty capacity if available and if the employee's medical condition permits.
The work schedule and work assignments remain the right of management. Employees under restricted duty status shall have their condition reviewed every ninety (90) calendar days to determine continued eligibility. Restricted duty shall be limited to a period of up to one hundred and eighty (180) calendar days. Such review shall occur by personal physician if non-duty injury and City designated physician if duty related injury.

Employees who are about to reach the one hundred and eighty (180) calendar day limit, may at the sole discretion of the City, have their time limit extended an additional one hundred and eighty (180) calendar days, or a sum total of three hundred and sixty (360) calendar days. This potential extension will be based upon periodic personal physician and City designated physician fitness for duty reviews, and with the understanding that any extension will also be based upon an expectation of full recovery and return to full duty within the total three hundred and sixty (360) calendar day period.

City's Chief Negotiator: PHR
Union's Chief Negotiator: PHR

ARTICLE 36: DRUG-FREE WORKPLACE POLICY

The City and the Union recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and Union share a commitment to solve this problem and to create and maintain a drug-free work place policy.

This policy is implemented pursuant to the drug-free work place program requirements under Section 440.201, Florida Statutes, the rules of the Department of Labor and Employment Security, Division of Workers' Compensation, and the Omnibus Transportation Act.

The essential parts of this policy are:

- A. The City prohibits the illegal use, possession, sale, manufacturing or distribution of drugs, alcohol, or other controlled substances on its property. It is also against City policy to report to work or to work under the influence of drugs or alcohol.

- B. Testing of Employees:
 - 1) Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs. A determination of reasonable suspicion shall be made by two ranking officers, one of whom must be of the rank of Captain or above. If any employee disputes the certification of reasonable suspicion, the employee must, nonetheless, submit to a blood/urinalysis test, as ordered by the City, while simultaneously filing a grievance over the order. Such grievance shall be immediately arbitrated under the expedited arbitration rule of the American Arbitration Association. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be preserved, and if the test result is confirmed positive, the employee shall be relieved from duty without pay. Refusal to submit to testing will be grounds for discipline. The results of the blood/urinalysis may be submitted to the arbitrator.

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Union's Chief Negotiator: _____

- (2) Routine Fitness-for-Duty Testing: Employees will be drug tested if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination. Employees will be advised through the Union at least thirty (30) days prior to the testing date, that the routine testing procedure process is going to commence (i.e. the bid process). The employees may be tested any time after the thirty (30) day notice period has expired. This routine testing procedure will be conducted pursuant to Article 11, Health and Safety, of this Agreement.
- (3) Follow-Up Testing: All employees who have determined to have used drugs or alcohol and permitted by the City to return to work will be subject to unannounced follow-up drug tests for a period of two (2) years following return to work.
- (4) Return to Duty Testing:
 - (a) The City shall ensure that before an employee returns to duty requiring the performance of a safety-sensitive function after an alcohol concentration test result of 0.04 or greater, the employee shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.
 - (b) The City shall ensure that before an employee returns to duty requiring the performance of a safety-sensitive function after testing positive for the use of controlled substances, the employee shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.
- (5) Additional Testing: Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations or as deemed necessary. Notice will be provided to the Employee prior to submission to drug testing.
- (6) Post Accident/Incident Testing: The Department may require any uniform employee who is involved in either a job related accident or a job related incident involving the apparent violation of a safety rule or standard which did or could have resulted in serious injury requiring medical attention or property damage, to submit to a substance screening. Refusal to submit to such screening will be considered an act of insubordination with attendant disciplinary action.

City's Chief Negotiator:
Union's Chief Negotiator:

- E. A Drug Use Information form is a confidential report which must be filled out by employees both before and after being drug tested. This form permits individuals to provide to the Medical Review Officer a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information, they consider relevant to the test.
- F. Prior to testing, the employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.
- G. Employees who voluntarily request substance abuse assistance will be allowed to use any available sick leave or vacation leave. If the employee does not have any sick leave or vacation leave, the City may grant the employee leave without pay.
- H. Any employee who refuses to submit to a drug test may be terminated from employment or otherwise disciplined by the employer. An injured employee who refuses to submit to a drug test, or has a positive confirmation test, in addition to the above, forfeits eligibility for all workers' compensation medical and indemnity benefits.
- I. A list of names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.
- J. An employee who receives a positive Confirmed drug test result may contest or explain the results to the employer within five days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the employer, the person may contest the test results.
- K. An employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

City's Chief Negotiator:
Union's Chief Negotiator:

- L. The following is a list of all drugs (described by brand name, common name and/or chemical name) for which the employer may test:

<u>DRUG</u>	<u>Cutoff Ng/ML</u>
Alcohol (booze, drink)	.04
Amphetamines (Binhetamine, Desoxyn, Dexedrine)	1000
Cannabinoids (marijuana, hashis, hash, hash oil, pot joint, roach, spleaf, grass, weed, reefer)	50
Cocaine (coke, blow, nose candy, snow flake, crack)	300
Phencyclidine (PCP, angel dust, hog)	25
Methaqualone	
Opiates (opium, dovers power, paregoric, parepectolin)	300
Barbiturates (Phenobarbital, Tuinal, Amytal)	300
Benzodiazophines (Ativan, Azene, Klonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)	300
Methadone (Dolophine, Methadonse)	
Proposyphene (Darvocet, Darvon N, Dolene)	

- M. Employees have the right to consult the testing laboratory for technical information regarding prescription and nonprescription medication.
- N. Details of this policy may be obtained from the Department of Human Resources.
- O. Employees, as a condition of employment, are required to abide by these guidelines.

City's Chief Negotiator: _____
 Union's Chief Negotiator: _____

APPENDIX A: PRE-RETIREMENT SURVIVOR'S BENEFITS

Survivor's Benefits: Upon death of a member, benefits shall be paid in accordance with this Section.

A. Death in line of duty:

- (1) For members having less than ten years of credited service. If a member dies from injuries received while in discharge of his the member's duties, leaving a spouse and/or a child or children, the following benefits shall be paid:
 - (a) A refund of contributions in accordance with Section 14-4.3 to the surviving spouse;
 - (b) 33-1/3% of the member's total compensation for the year immediately prior to his the member's death or remarriage, and
 - (c) 25% of the member's total compensation for the year immediately prior to his the member's death to a surviving child or children until the last or youngest child marries or attains the age of eighteen (twenty-one if enrolled as a full-time student at an accredited college or university), whichever first occurs.
- (2) **For members having ten or more years of credited service.** If a member dies from injuries received while in discharge of his the member's duties, leaving a spouse and/or a child or children, the following benefits shall be paid:
 - (a) A refund of contributions in accordance with Section 14-4.3 to the surviving spouse;
 - (b) The greater of 33-1/3% of the member's total compensation for the year immediately prior to his the member's death or the accrued retirement benefit to the surviving spouse until her death or remarriage, and
 - (c) 25% of the member's total compensation for the year immediately prior to his the member's death to a surviving child or children until the last or youngest child marries or attains the age of eighteen (twenty-one if enrolled as a full-time student at an accredited college or university), whichever first occurs.

B. Death not in line of duty:

- (1) For members having less than ten year of credited service. If a member dies from injuries received not while in discharge of his the member's duties, the following benefits shall be paid; a refund of contributions in accordance with Section 14-4.3 to the surviving spouse or named beneficiary.
- (2) For members having ten or more years of credited service. If a member dies from injuries received not while in discharge of his the member's duties, the following benefits shall be paid; the accrued

City's Chief Negotiator: Jim
Union's Chief Negotiator: Jeff

retirement benefit to the member's surviving spouse or named beneficiary for ten years certain.

City's Chief Negotiator:
Union's Chief Negotiator:

APPENDIX B - ARTICLE II: HOURS OF WORK

The City and the Union agree that the City will adopt a 21-day work schedule, maximum 159 hours. However, the standard work-week will be 52 hours. Employees will be assigned to work an average of 52 hours per week. This recurring tour of duty shall also include one (1) regularly scheduled 24-hour period (shift) of non-work hours; otherwise known as a Kelly Day, every 14th shift. Kelly day assignments shall be determined on an annual basis by the Fire Chief. Once the employee has worked 159 hours, the employee will receive overtime. Regularly scheduled time worked in excess of 156 hours will be paid at straight time up to 159 hours; regularly scheduled time worked less than 156 hours in a twenty-one day work schedule will be deducted from that employee's regular pay. Sick time, vacation time, and any other leave other than holiday time will be excluded from determination of hours worked. In calculating the new hourly rate for employees who are going from a standard 52 hour workweek, the Employer will calculate the hourly rate of the Employee by dividing the current weekly base salary of the employee by 52 hours. This provision will take effect April 1, 1998, until its effective date, the current practice of the Employer shall be continued. Sick leave accrual will be calculated based upon the 52 hour workweek.

For forty (40) hour employees and fifty-two (52) hour employees sick time, holiday and vacation time will be included for calculating all overtime other than as provided above.

City's Chief Negotiator: _____
Union's Chief Negotiator: _____

APPENDIX C: SALARY ADJUSTMENT – FIRE FIGHTER

Fire Fighter F-29

Employee	Grade	Level	Current Base	10/2000		\$ Added to Base 10/1/99	\$ Added to Base 10/1/2000	Added to Base	Added Annual
				10/99 Proposed Base	Proposed Base (No 3%)				
JONES, C.	15.24	8	\$ 632.70	\$ 696.16	\$ 759.62	\$ 63.46	\$ 63.46	\$ 126.92	\$ 6,599.84
CUMMINGS, C.	13.96	8	\$ 604.11	\$ 681.87	\$ 759.62	\$ 77.76	\$ 77.76	\$ 155.51	\$ 8,086.52
URENA, R.	12.31	8	\$ 569.33	\$ 664.48	\$ 759.62	\$ 95.15	\$ 95.15	\$ 190.29	\$ 9,895.08
ARMOUR, P.	7.63	5	\$ 555.56	\$ 614.32	\$ 673.08	\$ 58.76	\$ 58.76	\$ 117.52	\$ 6,111.04
GRADER, T.	6.97	4	\$ 552.84	\$ 598.54	\$ 644.23	\$ 45.69	\$ 45.70	\$ 91.39	\$ 4,752.28
MOORE, F.	5.43	3	\$ 550.10	\$ 582.74	\$ 615.38	\$ 32.64	\$ 32.64	\$ 65.28	\$ 3,394.56
SCHIOLA, F.	5.39	3	\$ 555.56	\$ 585.47	\$ 615.38	\$ 29.91	\$ 29.91	\$ 59.82	\$ 3,110.64
FERRELL, S.	4.13	3	\$ 547.38	\$ 581.38	\$ 615.38	\$ 34.00	\$ 34.00	\$ 68.00	\$ 3,536.00
REEVES, C.	4.13	3	\$ 547.38	\$ 581.38	\$ 615.38	\$ 34.00	\$ 34.00	\$ 68.00	\$ 3,536.00
POOLE, D.	4.11	3	\$ 547.38	\$ 581.38	\$ 615.38	\$ 34.00	\$ 34.00	\$ 68.00	\$ 3,536.00
GORDON, M.	4.06	3	\$ 547.39	\$ 581.39	\$ 615.38	\$ 34.00	\$ 34.00	\$ 67.99	\$ 3,535.48
DAVIS, V.	1.41	1	\$ 493.50	\$ 528.85	\$ 557.69	\$ 35.35	\$ 28.84	\$ 64.19	\$ 3,337.88
ELLIS, R.	1.29	1	\$ 493.50	\$ 528.85	\$ 557.69	\$ 35.35	\$ 28.84	\$ 64.19	\$ 3,337.88
STEELE, S.	1.29	1	\$ 493.50	\$ 528.85	\$ 557.69	\$ 35.35	\$ 28.84	\$ 64.19	\$ 3,337.88
ADEJOLA, E	0.65	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	\$ 2,585.44
TAMKINS, C	0.65	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	\$ 2,585.44
WEITZER, D	0.64	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	\$ 2,585.44
JOHNSON, M	0.43	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	\$ 2,585.44
HUGHES, T	0	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	\$ 2,585.44
KANITSCH, L	0	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	\$ 2,585.44
WRIGHT, P	0	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	\$ 2,585.44
KLITSCH, K	0	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	\$ 2,585.44
PISARSKI, J	0	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	\$ 2,585.44
OWENS, R	0	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	\$ 2,585.44

City's Chief Negotiator: _____
 Union's Chief Negotiator: _____

APPENDIX C: SALARY ADJUSTMENT – FIRE FIGHTER / PARAMEDIC

Fire Fighter - F29 (These are State Cert. Medics)

Employee	Grade	Level	Current Base	10/99	10/2000	\$ Added	\$ Added	Added to Base	Added Annual
				Proposed Base	Proposed Base (No 3%)	to Base 10/1/99	to Base 10/1/2000		
BERROWS, G.	18.28	8	\$ 762.46	\$ 829.98	\$ 829.98	\$ 67.52	\$ -	\$ 67.52	3511.248
WALDMAN, M.	14.5	8	\$ 632.68	\$ 696.15	\$ 759.62	\$ 63.47	\$ 63.47	\$ 126.94	6600.64
GORDON, B.	9.68	6	\$ 561.05	\$ 631.49	\$ 701.92	\$ 70.44	\$ 70.44	\$ 140.87	7325.4
HUDSON, D.	9.57	6	\$ 566.57	\$ 634.25	\$ 701.92	\$ 67.68	\$ 67.68	\$ 135.35	7038.36
AYLSWORTH, R.	6.89	4	\$ 550.11	\$ 597.17	\$ 644.23	\$ 47.06	\$ 47.06	\$ 94.12	4894.28
MCCARTHY, T.	5.41	3	\$ 550.10	\$ 582.74	\$ 615.38	\$ 32.64	\$ 32.64	\$ 65.28	3394.8
EINSTEDER, G.	5.04	3	\$ 549.96	\$ 582.67	\$ 615.38	\$ 32.71	\$ 32.71	\$ 65.42	3402.08
BRACK, K.	4.86	3	\$ 550.11	\$ 582.75	\$ 615.38	\$ 32.64	\$ 32.64	\$ 65.27	3394.28
DUNBAR, J.	3.89	2	\$ 544.66	\$ 565.60	\$ 586.54	\$ 20.94	\$ 20.94	\$ 41.88	2177.68
O'CONNOR, T.	2.49	2	\$ 513.41	\$ 549.97	\$ 586.54	\$ 36.56	\$ 36.56	\$ 73.13	3802.68
RODMAN, R.	2.08	1	\$ 513.41	\$ 535.55	\$ 557.69	\$ 22.14	\$ 22.14	\$ 44.28	2302.68
ASHLEY, C.	1.41	1	\$ 493.50	\$ 528.85	\$ 557.69	\$ 35.35	\$ 28.85	\$ 64.19	3338
GONZALEZ, M.	1.41	1	\$ 493.50	\$ 528.85	\$ 557.69	\$ 35.35	\$ 28.85	\$ 64.19	3338
JOHNSON, R	0.45	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	2585.24
SIBEL, R	0.24	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	2585.24
MAXWELL, T	0.2	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	2585.24
WOODYARD, J	0.09	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	2585.24
GREIER, M	0	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	2585.24
SIBEL, R	0	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	2585.24
WATSON, D	0	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	2585.24
MCKINNEY, D	0	0	\$ 479.13	\$ 528.85	\$ 528.85	\$ 49.72	\$ -	\$ 49.72	2585.24

City's Chief Negotiator: _____
 Union's Chief Negotiator: _____

APPENDIX C: SALARY ADJUSTMENT – DRIVER ENGINEER AND LIEUTENANT

Driver Engineer - F31

Employee	Service	Grade	Level	Current Base	10/99	10/2000	\$ Added to		\$ Added to		Added Annual
					Proposed Base	Proposed Base (No 3%)	Base 10/1/99	Base 10/1/2000			
MORROW, J.	19.35	15.26	8	\$ 839.97	\$ 843.30	\$ 846.63	\$ 3.33	\$ 3.33	\$ 6.66	\$ 346.56	
SEAY, C.	18.01	4.05	8	\$ 781.87	\$ 814.25	\$ 846.63	\$ 32.38	\$ 32.38	\$ 64.76	\$ 3,367.76	
STALLWORTH, F.	15.31	3.81	8	\$ 664.34	\$ 755.49	\$ 846.63	\$ 91.15	\$ 91.15	\$ 182.29	\$ 9,479.32	
OSBORNE, V.	15.29	5.62	8	\$ 679.68	\$ 763.16	\$ 846.63	\$ 83.48	\$ 83.48	\$ 166.95	\$ 8,681.64	
PREDDY, P.	15.25	7.64	8	\$ 664.47	\$ 755.55	\$ 846.63	\$ 91.08	\$ 91.08	\$ 182.16	\$ 9,472.56	
STAGGS, Z.	14.55	1.99	7	\$ 664.29	\$ 741.04	\$ 817.79	\$ 76.75	\$ 76.75	\$ 153.50	\$ 7,981.92	
FRANKLIN, R.	13.94	2	7	\$ 619.17	\$ 718.48	\$ 817.79	\$ 99.31	\$ 99.31	\$ 198.62	\$ 10,328.16	
TAYLOR, P.	11	4.96	5	\$ 619.64	\$ 689.87	\$ 760.10	\$ 70.23	\$ 70.23	\$ 140.46	\$ 7,303.72	

Lieutenant - F32

Employee	Service	Grade	Level	Current Base	10/99	10/2000	\$ Added to		\$ Added to		Added Annual
					Proposed Base	Proposed Base (No 3%)	Base 10/1/99	Base 10/1/2000			
WEISS, K.	18.62	2.23	8	\$ 746.91	\$811.92	\$876.92	\$ 65.01	\$ 65.01	\$ 130.01	\$ 6,760.68	
WOODWARD, T.	14.02	2.23	6	\$ 702.60	\$760.92	\$819.23	\$ 58.32	\$ 58.32	\$ 116.63	\$ 6,064.80	
LEDUC, P.	11.71	2.23	4	\$ 653.80	\$707.67	\$761.54	\$ 53.87	\$ 53.87	\$ 107.74	\$ 5,602.40	

City's Chief Negotiator: _____
 Union's Chief Negotiator: _____

APPENDIX C: SALARY ADJUSTMENT – CAPTAIN AND DIVISION CHIEF

Captain - F33

Employee	Service	Grade	Level	Current Base	10/99	10/2000	\$ Added	\$ Added	10/1/99	10/1/2000	Added to Base	Added Annual
					Proposed Base	Proposed Base (No 3%)	to Base	to Base				
STEPHENS, G.	18.27	11.67	8.00	\$ 802.96	\$856.10	\$909.23	\$53.14	\$ 53.14	\$	106.27	\$	5,526.08
ELGIN, E.	18.11	4.96	8.00	\$ 801.90	\$855.57	\$909.23	\$53.67	\$ 53.67	\$	107.33	\$	5,581.20
FLETCHER, R.	* 17.63	4.1	8.00	\$ 840.53	\$874.88	\$909.23	\$34.35	\$ 34.35	\$	68.70	\$	5,572.44
MCCRAY, R.	16.88	5.93	8.00	\$ 802.31	\$855.77	\$909.23	\$53.46	\$ 53.46	\$	106.92	\$	5,559.88
COOPER, S.	15.25	7.65	7.00	\$ 697.58	\$788.98	\$880.38	\$91.40	\$ 91.40	\$	182.80	\$	9,505.84
WALKER, E.	15.31	5.63	7.00	\$ 734.98	\$807.68	\$880.38	\$72.70	\$ 72.70	\$	145.40	\$	7,561.04

Division Chief -
F36

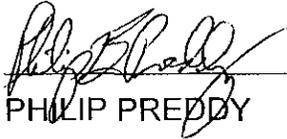
Employee	Service	Grade	Level	Current Base	10/99	10/2000	\$ Added	\$ Added	10/1/99	10/1/2000	Added to Base	Added Annual
					Proposed Base	Proposed Base (No 3%)	to Base	to Base				
BOWE, A.	13.95	4.14	5.00	\$ 798.05	\$872.77	\$947.48	\$74.72	\$ 74.72	\$	149.43	\$	7,770.40

City's Chief Negotiator:
Union's Chief Negotiator:

SIGNATURES

Agreed this 25 day of December, 2000, by and between the respective parties through and authorized representative or representatives of the Riviera Beach Association of Fire Fighters and by the City of Riviera Beach.

**RIVIERA BEACH ASSOCIATION
OF FIRE FIGHTERS**



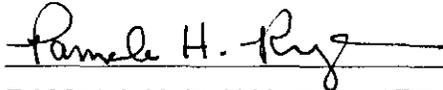
PHILIP PREDDY

PRESIDENT / UNION NEGOTIATOR

CITY OF RIVIERA BEACH



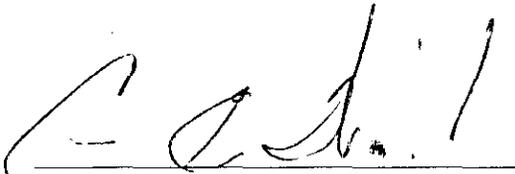
MICHAEL BROWN
MAYOR



PAMALA H. RYAN, CITY ATTORNEY
CITY NEGOTIATOR

(MUNICIPAL SEAL)

ATTEST:



CARRIE, WARD, CMC/AAE
CITY CLERK

City's Chief Negotiator: _____
Union's Chief Negotiator: _____