



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF DAVIE, FLORIDA**

**-And-**

**DAVIE PROFESSIONAL FIRE FIGHTERS**

**LOCAL 2315 AFL-CIO**

**SUPERVISORY UNIT**

October 1, 2017 – September 30, 2020

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**ARTICLE 1**

**RECOGNITION**

1. The Town of Davie (the “Town”) hereby recognizes the Davie Professional Firefighters, Local 2315, IAFF (the “Union”), as exclusive bargaining representative of all employees in its Fire Rescue Department holding the Town of Davie “Supervisory” job classifications of Battalion Chief and Fire Inspector Supervisor.
2. This Agreement shall refer to the Union members covered by the terms of this “Supervisory Unit” agreement as “employees” or “members”, and cross references may also be made in this Agreement to the collective bargaining agreement between the Town and the IAFF bargaining unit that covers other Rank and File unit employees.

**ARTICLE 2**

**NON-DISCRIMINATION**

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1. The Town of Davie will not discriminate against any employee covered by this agreement because of membership in or activity on behalf of the Union, race, color, creed, religion, national origin, age, or sex.
2. Should the Town propose to change any current policy or practice applicable to the Fire Rescue Department in order to comply with the provisions of State and/or Federal employment discrimination laws (including but not limited to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Florida Civil Rights Act, etc.), the Town will provide the Union fourteen (14) days-notice of any proposed change prior to its implementation. Such notification shall also be accompanied with supporting documentation stating the basis for the change in current practice, policy or specific provision of this agreement.
3. The parties agree that no complaint, claim, or charge of discrimination shall be subject to the contractual grievance procedure established in this Agreement.

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**ARTICLE 3**

**RESIDENCY REQUIREMENTS**

1. All employees covered by this collective bargaining agreement who are promoted to the rank of Battalion Chief on or after October 1, 2013, shall be required to reside in either Palm Beach County, Broward County, or Miami-Dade County.

**ARTICLE 4**

**UNION RIGHTS**

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1. All employees of the Town of Davie Fire Department covered by this agreement shall have the right to join the Union to engage in lawful concerted activities for the purpose of collective negotiations of bargaining or other mutual aid for protection all free from restraint, coercion, discrimination or reprisal. The Union and its duly elected or appointed representatives shall have the right, to express or communicate to management any view, grievance, complaint or opinion, related to the conditions of compensation of public employees or their betterment. This provision shall not abridge the right of any employee to bring forth a grievance on their own behalf. The parties also agree, however, that based on the supervisory obligations that arise out of the job duties of each member covered by this Supervisory Agreement, the exercise of any members rights covered by this section shall be limited to appropriate places and times that will not interfere in any way with said employees job duties and obligations as a Fire Rescue supervisor.
2. Nothing shall abridge the right of any duly elected or appointed representative of the Union to present views of the Union on issues which affect the welfare of its members, as long as it is clearly presented as the views of the Union and not necessarily the Town, and provided, however, that any member’s exercise of such rights shall be limited to appropriate places and times that will not interfere in any way with said employees job duties and obligations as a Fire Rescue supervisor.
3. The Union will provide management with a list of all duly elected and appointed representatives.

82 **ARTICLE 5**

83 **MANAGEMENT RIGHTS**

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- 86 1. The Union recognizes and agrees that the Town has and will continue to retain,  
87 whether exercised or not, the right to operate and manage its affairs in all respects  
88 except as modified or limited by this agreement; and the powers or authority which the  
89 Town has not officially abridged, delegated or modified by the express provisions of  
90 this agreement are retained by the Town. The rights of the Town, through its  
91 management officials, shall include but shall not be limited to the right to determine  
92 the organization of Town Government; to determine the purpose of each of its  
93 constituent departments; to exercise control and discretion over the organization and  
94 efficiency of operations of the Town and its Fire Department; to set standards for  
95 services to be offered to the public; to direct the employees of the Town; to determine  
96 create, and establish Town of Davie job classifications and specifications; to determine  
97 the method and means for selection for initial hire and for promotions; schedule  
98 employees in positions with the Town; to suspend (suspensions which are less than or  
99 equal to forty eight (48) hours for shift employees or forty hours (40) for non-shift  
100 employees cannot be grieved beyond the Town Administrator step of the grievance  
101 procedure; suspensions which are greater than forty eight (48) hours for shift  
102 employees or forty (40) hours for non-shift employees, may be grieved and arbitrated  
103 but shall be reviewed based on an arbitrary and capricious standard); to demote and  
104 discharge for just and proper cause; to increase, reduce, change, modify or alter the  
105 composition and size of the work force, including the right to relieve employees from  
106 duties because of lack of work or funds; to determine the location, methods, means  
107 and personnel by which operations are to be conducted to establish, modify, combine  
108 or abolish positions; to change or eliminate existing methods of operation, equipment  
109 or facilities; to take whatever action(s) may be necessary to carry out the mission of  
110 the Town or its Fire Department in emergency situations. However, the exercise of  
111 such rights shall not preclude employees or their representatives from raising  
112 grievances, should decisions on the above matter have the practical consequence of  
113 violating the terms and conditions of this agreement.
- 114
- 115 2. The Town has the sole authority to determine the purpose and mission of the Town, to  
116 prepare and submit budgets to be adopted by the Town Council. Those inherent  
117 managerial functions, prerogatives and policy-making rights which the Town have not  
118 expressly modified or restricted by a specific provision of this agreement are not in  
119 any way, directly or indirectly, subject to the grievance procedure contained herein.
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**ARTICLE 6**

**DUES CHECK OFF**

1. Upon written authorization of a bargaining unit employee, and with approval from the Union President, the Town agrees to deduct bi-weekly from the wages of that employee the sum authorized by the employee for union dues. The Union agrees to certify the bi-weekly amount of dues, and if changed, will notify the Town seven days before the change is to be effective.
2. The Town will remit the amounts withheld as union dues on or about the 15th of the month following the month the dues were withheld.
3. The withheld dues will be delivered with respect to Section 2 to the following address, or as may be changed during the life of the agreement:  

Davie Professional Firefighters, Local 2315, IAFF, AFL-CIO  
PO Box 291745  
Davie, FL 33329
4. The Town will not change the amount of the dues withheld from any employee's paycheck without written authorization from that employee with acknowledgment by the union president. Such authorization must be received at least seven (7) working days prior to the pay date the employee expects the change to be affected.
  - A. Working days is defined for this section as Monday through Friday and excludes official Town holidays.
  - B. Pay date is defined as the normal day and date that bargaining units member receive their pay.
5. The Town and the Union recognize that this deduction is voluntary. In the event that an employee's gross pay, less standard deductions and other authorized deductions is insufficient to cover the amount to be withheld as union dues, the Town will not be obliged to withhold the union deduction amount. Further, unless and until the employee requests that future available earnings will be used to excuse those dates union deductions were missed because of insufficient earnings, the Town will not withhold more than the usual union deduction.
6. The Town and the Union agree that the Union is responsible for the collection of dues that result from disputes between the Union and its members.
7. The Union acknowledges that such collected dues are authorized, levied, and certified in accordance with the Constitution and By-laws of the Union.

- 169 8. Upon written authorization of ten (10) or more bargaining unit employees (inclusive of  
170 the employees in this Supervisory Unit and employees in the Rank and File unit), the  
171 Town agrees to deduct bi-weekly from the wages of each of those employees an  
172 additional amount up to 5% of each of those employees' gross bi-weekly wages. The  
173 Town will remit to the Union the amounts withheld pursuant to this paragraph on or  
174 about the 15th of the month following the month the monies were withheld.  
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- 176 9. The Union will hold the Town harmless against any claims made and against any suits  
177 instituted against the Town or the Union based upon this article.  
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ARTICLE 7

UNION BUSINESS

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185 1. One (1) member of the Union negotiating team shall be allowed time off for all  
186 negotiations which shall be mutually set by the Town and the Union.  
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188 2. The Town shall permit one (1) Union representative time off to discuss working  
189 conditions with Town officials, attend grievance hearings, and consult with Town  
190 officials, (including attendance at all labor management meetings) at a time mutually  
191 agreeable. In the event that more than two (2) members (inclusive of both Units) are  
192 granted time off (when operationally feasible) for a meeting under this section,  
193 that/those additional member(s) shall be paid using the union time pool.  
194  
195 3. In the case where a Pension meeting or official pension conference/training is scheduled  
196 during an employee's work hours, the Town shall permit up to two (2) members of the  
197 Pension Board of Trustees (inclusive of the employees in this Supervisory Unit and  
198 employees in the Rank and File bargaining unit) to attend with no loss of pay for up to a  
199 maximum of four (4) shifts per year for 48-hour employees or 10 days (80 hours) for 40-  
200 hour employees.  
201  
202 4. Union Time Pool:  
203  
204 A. Active members in good standing shall contribute sick or vacation leave to the  
205 Union Time Pool when the executive board deems it necessary. Forty-eight  
206 (48) hour employees shall contribute up to four (4) hours at a time (maximum  
207 twelve (12) hours per year). Forty (40) hour employees shall contribute up to  
208 one (1) hour at a time (maximum four (4) hours per year). Donated time will  
209 be recorded by the Town as dollar value in and dollar value out. The value of  
210 each contribution shall be determined by the employee's current rate of pay at  
211 the time of each assessment.  
212  
213 New members of the Union shall have three (3) months to comply with the  
214 initial assessment to the Union Time Pool. The assessment for new members  
215 shall be as follows: forty-eight (48) hour employees, six (6) hours of sick or  
216 vacation time; forty (40) hour employees, two (2) hours of sick or vacation  
217 time. The three (3) month grace period shall commence upon the date of the  
218 employee's induction into the Union.  
219  
220 In no event may the Union Time Pool exceed the dollar value of 1440 hours or 60  
221 shifts of Battalion Chief's base pay at the prevailing maximum pay grade hourly  
222 rate.  
223  
224 B. Authorization by the Union President or designee for the employee to use the  
225 Union Time Pool must be submitted in writing before such assignment is  
226 effective. Under normal circumstances, the Union shall provide the Town with

227 at least fourteen (14) hours' notice before utilizing the Union Time Pool. The  
228 Union Time Pool shall be used to reimburse the Town for hours worked by  
229 employees replacing those employees utilizing the Union Time Pool. If the  
230 replacement employee receives overtime pay, the Union Time Pool shall be  
231 charged one and one-half hours for every hour worked by the replacement  
232 employee. If necessary, employees utilizing the Union Time Pool shall be paid  
233 by the Town in accordance with the overtime procedures set forth in Article 32  
234 of this Agreement and replaced by the Town in the same manner that the Town  
235 fills any other absence causing overtime.

236  
237 Up to five (5) members of the Union (inclusive of the employees in this  
238 Supervisory Unit and employees in the Rank and File bargaining unit), as  
239 designated by the President, shall be allowed time off to attend the Union's  
240 State Convention utilizing the Union Time Pool. Each delegate shall be  
241 allowed to take off two (2) shifts during each fiscal year.

242  
243 Up to five (5) members of the Union (inclusive of the employees in this  
244 Supervisory Unit and employees in the Rank and File bargaining unit), as  
245 designated by the President, shall be allowed time off to attend the Union's  
246 International Convention utilizing the Union Time Pool. Each delegate shall  
247 be allowed to take off two (2) shifts once every two (2) years.

248  
249 Up to five (5) members who are designated Union representatives (inclusive of  
250 the employees in this Supervisory Unit and employees in the Rank and File  
251 bargaining unit), as designated by the President, shall be allowed up to five (5)  
252 hours of time off to attend a regular monthly general Union membership  
253 meeting utilizing the Union Time Pool.

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255 Use of Union Time Pool shall be subject to approval of the Fire Chief and or  
256 his/her designee. Approval shall not be withheld unreasonably.

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**ARTICLE 8**

**PREVAILING RIGHTS**

All terms and conditions of employment which apply throughout the department to members of the bargaining unit on the effective date of this Agreement and which are not specifically referred to in this Agreement, but which are contained in Town Ordinances, Resolutions, written direction of the Town Administrator and/or the Fire Chief, shall not be changed by the Town without fourteen (14) days written notice to the Union. Nothing in this article shall be construed to mean that the Fire Chief or designee or the Town Administrator or designee may not promulgate and enforce rules and regulations. Nothing in this Article shall be construed as a waiver of the Union’s right to bargain or the Town’s duty to bargain in accordance with Chapter 447, Florida Statutes.

**ARTICLE 9**

**RULES AND REGULATIONS/POLICIES**

The Union recognizes the right of the Town and the Fire Rescue Department to establish rules and regulations, policies, procedures, and guidelines for the safe and efficient conduct of Town business and penalties for violation of such rules and regulations, policies, procedures, and guidelines provided said rules and regulations, policies, procedures, and guidelines do not conflict with any provisions of the Collective Bargaining Agreement or any terms and conditions of employment. Changes in the present rules shall not become effective unless provided to the Union representatives for at least five (5) business days and are posted for at least an additional five (5) days, excluding Saturdays, Sundays, and paid holidays unless necessary for safety, in which case changes in rules will become effective immediately. The Union shall be permitted to propose additions and changes to rules and regulations/policies at any time. The Town Administrator or designee's determination as to any such Union proposal will be final. Should any rule or regulation be in conflict with this agreement, this agreement will prevail.

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## ARTICLE 10

### JURY DUTY

1. An employee shall receive full pay while on jury duty if it is a scheduled work shift. The employee will return to the Town any money received from the court for jury duty, exclusive of mileage money, while such jury duty is performed during a normal scheduled shift of duty. Should the employee be dismissed from jury duty during work hours on a normally scheduled work day, the employee shall report to work and immediately notify their immediate supervisor or if not available, the next supervisor in the chain of command. If an employee is scheduled for jury duty on the morning after a normally scheduled work day that employees shall be released from duty at 8:00 PM the night before reporting to jury duty without loss of pay or benefits. Members who receive a summons for jury duty shall promptly turn in to the Department a copy of the summons as soon as received and a copy of the Certificate of Attendance from the Court Clerk at the completion of their duty.
2. If an employee is scheduled to work a shift swap, the employee shall make a documented attempt with the court system process to reschedule their jury duty. If the attempt is denied by the court system or extenuating circumstances exist, the town shall provide coverage for the employee to be released from duty during the scheduled time period.

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**ARTICLE 11**

**PENSION PLAN**

1. The Town agrees to amend its pension ordinances as listed in the Collective Bargaining Agreement between the Town and the IAFF's Rank and File bargaining unit. All other provisions of the pension ordinances concerning benefits and employee contributions shall remain in full force and effect.

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**ARTICLE 12**

**SHARE PLAN**

1. All members of this bargaining unit shall be eligible for the Share Plan created under the terms provided in the Collective Bargaining Agreement between the Town and the IAFF's Rank and File bargaining unit.

## ARTICLE 13

### GRIEVANCE PROCEDURE

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- 351 1. In a mutual effort to provide harmonious working relations between the parties, the  
352 following procedure shall apply to the resolution of grievances, misunderstandings, or  
353 disputes between the parties. Any grievance, dispute or complaint alleging a violation  
354 of this agreement or involving the interpretation or application of this agreement shall  
355 be resolved through the following procedure.  
356
  - 357 2. Grievances involving suspensions which are less than or equal to forty-eight (48)  
358 hours for shift employees or forty (40) hours for non-shift employees may be  
359 processed only through Step 2 of the grievance procedure, where the parties agree that  
360 the decision of the Town Administrator shall be final and not subject to further review  
361 or appeal. Other disputes or misunderstandings between the parties (which do not  
362 allege a violation of this agreement or involve the interpretation or application of this  
363 agreement) may be processed only through Step 2 of the following procedure. The  
364 use of this procedure to resolve such disputes and misunderstandings shall be optional  
365 and shall not be considered a condition precedent to the institution of legal  
366 proceedings or other remedies which may be available to or pursued by the Union or  
367 an employee.  
368

369 Step 1 The aggrieved employee or the Union shall present a written grievance to the  
370 Fire Chief or designee, Monday through Friday from 8:30 a.m. to 4:30 p.m., within  
371 fifteen (15) calendar days within the time the grievant or the Union knew or should  
372 have known about the occurrence giving rise to the grievance. A Union representative  
373 shall always be present at any time the Town discusses a grievance with a grievant.  
374 The Fire Chief or designee may seek the assistance of any other individual who may  
375 be qualified to offer assistance or information which will aid the Chief in reaching a  
376 mutually equitable decision. The Chief or designee shall attempt to adjust the matter  
377 and shall respond in writing to the employee and the Union within fifteen (15)  
378 calendar days of receipt of the grievance.  
379

380 Step 2 If the grievance has not been satisfactorily resolved, the Union or the aggrieved  
381 employee shall present such written grievance to the Town Administrator, or designee,  
382 within ten (10) calendar days from the date of the response in Step 1. The Town  
383 Administrator, or designee, shall meet with the employee and the Union representative  
384 within fifteen (15) calendar days, from the receipt of the written grievance and render  
385 a decision within fifteen (15) calendar days, from the meeting. The decision of the  
386 Town Administrator shall be final and binding for any disciplinary action that is less  
387 than or equal to a forty-eight (48) hour suspension for shift employees or a forty (40)  
388 hour suspension for non-shift employees (or lesser discipline), and such grievances  
389 shall not be subject to arbitration or further review or appeal.  
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391 Step 3 If the grievance has not been satisfactorily resolved, the Union may, within  
392 twenty (20) calendar days from receipt of the Step 2 response submit the grievance to

- 393 arbitration by filing a written request for a panel of arbitrators with the Federal  
394 Mediation and Conciliation Service (FMCS) and providing the Town with a copy of  
395 such request. The Union shall have the exclusive right to proceed to arbitration on  
396 behalf of its members. The award of the arbitrator shall be final and binding on both  
397 parties.  
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- 399 3. All deadlines may be extended upon mutual agreement of the Town and the Union.  
400 Deadlines shall be extended automatically upon a Town declared State of Emergency.  
401 Failure of the Town to make a decision within the time limits at each step shall be  
402 deemed a denial and the grievance may proceed to the next step.  
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- 404 4. The cost for the services of arbitrator shall be borne by the losing party. Either party  
405 to this agreement desiring transcripts of arbitration hearings shall be responsible for  
406 the cost of such transcripts.  
407
- 408 5. In the event either party claims a dispute is non-arbitrable, the arbitrator's ruling shall  
409 first address that issue. If the arbitrator deems the issue non-arbitrable, then no ruling  
410 on the merits shall be issued.  
411
- 412 6. For grievances challenging a suspension which is greater than forty-eight (48) hours  
413 for shift employees or greater than forty (40) hours for non-shift employees, the  
414 arbitrator shall determine whether the management decision was arbitrary and  
415 capricious. Only grievances challenging a demotion or discharge shall be reviewed by  
416 an arbitrator utilizing the just and proper cause standard.  
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## ARTICLE 14

### PROTECTIVE CLOTHING, EQUIPMENT, AND UNIFORMS

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423 1. Battalion Chiefs shall be provided with the following NFPA approved  
424 necessary and appropriate protective clothing and equipment which shall be  
425 utilized in the performance of their duties:

- 426  
427 1 - Bunker Coat with liner  
428 1 - Pair of Bunker Pants with liner  
429 1 - Pair of firefighter type suspenders, color optional  
430 1 - Eye protection  
431 1 - Fire helmet  
432 1 - Pair of five-finger, full protection type fire gloves  
433 Flashlight of high quality, heavy duty (sufficient number for  
434 personnel on duty)  
435 1 – Self-contained breathing apparatus/sufficient number  
436 for personnel on duty  
437 1 – Pair Bunker boots (short)  
438 1 - Head protector/hood  
439 1 – SCBA face mask  
440

441 All SCBA equipment shall be maintained and/or repaired by trained personnel.  
442

443 Pursuant to NFPA standards, the Authority Having Jurisdiction (AHJ), (Fire  
444 Chief or designee) shall ensure that protective clothing and equipment is  
445 supplied to provide protection from those hazards that personnel are exposed to  
446 or could be exposed to; furthermore, shall ensure that equipment commensurate  
447 with the respective operational capabilities for all fire rescue operations  
448 including, but not limited to, technical search and rescue incidents and training  
449 exercises, is provided.

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451 Employees may purchase additional personal or safety equipment (NFPA  
452 approved, if applicable) with written approval from the Fire Chief or designee  
453 for use in their official position with the Town of Davie.  
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- 455 2. The Town shall furnish the following uniforms to each employee:  
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- 457 A. Four dress shirts [consisting of three (3) short sleeve and (1) long  
458 sleeve].  
459 Five pairs of pants [consisting of four (4) work pants and one (1) dress  
460 pants]  
461 One cold weather jacket  
462 Five undershirts  
463 One ball cap  
464 One uniform belt

- 465                                    One pair work shoes (with steel or composite toe protection)  
466                                    One pair of dress shoes  
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468                                    B.     The Town shall supply required badges, shields, insignias, patches and  
469                                    emblems as determined by the Fire Chief or designee.  
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471                                    C.     Only items determined by the Fire Chief or designee may be worn  
472                                    while in uniform.  
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474                                    D.     The Town shall pay or supply a cleaning agency for uniforms.  
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476                                    3.     All of the above listed protective clothing, equipment and uniforms shall be  
477                                    repaired or replaced by the Town as needed.  
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479                                    4.     Employees will be responsible for reimbursing the Town for the cost of  
480                                    replacement, less insurance proceeds, of protective clothing, equipment and  
481                                    uniforms lost, damaged or destroyed due to gross negligence of the employee.  
482                                    Nothing in this article shall excuse an employee from responsibility for any  
483                                    and all equipment or materials which are issued or assigned to the employee on  
484                                    a regular or temporary basis which is lost, damaged or destroyed due to  
485                                    negligence.  
486  
487                                    The Fire Chief or designee shall inspect the protective clothing and above  
488                                    listed equipment at least every twelve (12) months.  
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490                                    5.     Effective upon the ratification of this 2017-2020 Agreement, the following  
491                                    terms shall apply to lost or damaged wrist-watches and to damaged  
492                                    prescription eyeglasses:  
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494                                    a.     Wrist-watches damaged or lost through no fault of the employee shall be  
495                                    repaired or replaced at a cost not to exceed \$50 (limited to one time per  
496                                    fiscal year).  
497                                    b.     Prescription eyeglasses damaged through no fault of the employee, shall be  
498                                    repaired or replaced at a cost not to exceed \$150 per incident, less any  
499                                    amount covered by insurance and limited to one (1) time per fiscal year.  
500                                    c.     Payment is not available for any item damaged due to the employee's  
501                                    negligence, which determination shall be made in the sole discretion of the  
502                                    Fire Chief, or designee. In addition, the determination as to the current  
503                                    value of any damaged item (for purposes of reimbursement or repayment  
504                                    by the Town) shall be made in the sole discretion of the Fire Chief, or  
505                                    designee. The Fire Chief's decision may be appealed to the Town  
506                                    Administrator or designee whose determination shall be final. Decisions  
507                                    related to reimbursement or replacement under this Article shall not be  
508                                    subject to the grievance/arbitration process.  
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**ARTICLE 15**

**DEPARTMENTAL ORIENTATION AND TRAINING**

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516 1. The Town will provide Orientation Training to all new employees covered by  
517 this agreement, addressing, but not limited to:  
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519 a. Working hours and schedules.  
520 b. Pay schedules.  
521 c. Town provided benefits (i. e., insurance, retirement, sick days, etc.).  
522 d. Department Rules & Regulations/Policies, Town Policies, SOPs and SOGs.  
523 e. Purpose and objectives of the Fire Department.  
524 f. Statutory obligations of Firefighters.  
525 g. Educational opportunities with the Town.  
526 h. Fire Department organization and structure (Chain of Command, job  
527 descriptions and responsibilities).  
528 i. Apparatus and equipment familiarization (to include "Hands On" training  
529 with hose, tools, etc.).  
530 j. Other topics deemed necessary by the Fire Chief or designee.  
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**ARTICLE 16**

**SAFETY COMMITTEE**

1. The Town and the Union agree to cooperate to the fullest extent in the promotion of safety with regard to gear/equipment and living conditions.
2. Employees covered by this Agreement may volunteer to participate in the Fire Rescue Department Safety Committee or the Town-wide Safety Committee, but all such participation must be done on the employee's own time.

**ARTICLE 17**

**ANNUAL PHYSICAL EXAMINATION**

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1. Each employee may, at his or her option, be fully and completely examined by a physician (M.D.) at the Town's expense at the usual and customary rate (UCR) each year and shall receive all immunizations, inoculations and boosters as consistent with current medical standards. The physical examination shall include, but not be limited to, chest X-ray, 12 lead electrocardiogram, stress test (every two (2) years if under 40 years of age), lung capacity test, vision test, hearing test, and full blood test (including triglycerides and SMA-18, but excluding blood gasses test). Such costs shall be less any Town of Davie insurance coverage.
2. The Town will reimburse an employee for applicable out-of-pocket costs (co-payment and co-insurance amount, subject to usual and prevailing charges). When undergoing the physical examination, the employee must utilize his/her Town of Davie health insurance HMO or “in-network” primary care physician, with authorized referrals to “in-network” physicians and/or facilities.
3. Each employee having a physical examination pursuant to this Agreement shall have a medical examination form (attached hereon as Appendix A) completed by their examining physician and said form shall be immediately provided to the Town.

**ARTICLE 18**

**SENIORITY**

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1. It is agreed that seniority shall be applicable for all members of this Unit and shall mean employment in the classified service which is uninterrupted except for authorized leaves of absence. Time lost due to leaves of absence shall not be included in the determination of length of continuous service except where limited by law.
2. Authorized paid leaves of absence shall be included as part of continuous service.
3. Current and accurate seniority rosters, based on time in rank and time in service, shall be maintained and posted for all positions. Seniority shall be utilized in selection of vacation but not for "Kelly Days". Seniority shall be determined in the following order:
  - A. Rank
  - B. Length of time in rank
  - C. Length of service in a Davie Fire Rescue Department job classification(s) covered by this collective bargaining agreement.
  - D. For employees hired on the same date and in the same rank, seniority shall be based upon the date and time of original application.
  - E. For employees promoted on the same date, a tie in their seniority in that promoted rank shall be based first upon the scores on the promotional exam and then based upon the seniority held by each in the lower rank.
4. Layoffs shall be in reverse order of hiring in each job classification, last hired first laid off. Employees will be placed on a recall list of the job classification from which they are laid off for a period of one (1) year. Recall will be in reverse order of layoff. Recall will be made by certified mail to the last address in the employee's record. The employee must, within twenty (20) days of the certified receipt date, signify his intention of returning to work to the office of the Chief and report within thirty (30) days thereafter, and/or may be extended for a mutually agreeable period of time, otherwise his name shall be automatically removed from the recall list. No new employees will be hired until all laid-off employees on a recall list are recalled. Thirty (30) days advance notice, or pay in lieu thereof, shall be given to each employee to be laid-off.

## ARTICLE 19

### ON THE JOB INJURY

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1. In the event that an employee covered by this Agreement sustains an accidental injury or illness which is deemed compensable under Florida's Workers' Compensation Act, (this includes, pursuant to federal and state law, assignments where deployment is at the direction of the Town, but located outside the Town of Davie), the Town shall pay to the employee his regular salary plus any educational incentives the employee is currently receiving, less any workers' compensation disability benefit received until:
  - A. The employee returns to work light duty, as provided below; or
  - B. The employee is able to return to his or her regular job; or
  - C. The employee is awarded a disability pension from the Town of Davie Fire Fighter's Pension Plan; or
  - D. One year has passed since the date of the employee's illness or injury.
2. As a condition of continued receipt of the above benefit, the employee shall submit, upon request by the Town, to an examination by a physician selected by the Town subject to the following limitations:
  - A. The employee shall be allowed to schedule his or her own appointment with the physician within the days specified by the Town for the examination;
  - B. The physician shall be located within Broward County unless otherwise agreed to by the employee and the Town;
  - C. Such examination shall not be more frequent than once every seven (7) calendar days;
  - D. The Town-selected physician shall determine what testing is necessary to conduct the examination.
3. Employees who sustain an injury due to engaging in recreational activity (including but not limited to playing basketball; playing ping pong; using exercise equipment; jogging; etc.) may be covered under worker's compensation and if covered, shall receive the  $66 \frac{2}{3}$  of their salary from Workers Compensation; however, they shall not be entitled to receive supplemental pay under this article. Employees wishing to use their sick and/or vacation time to supplement the  $66 \frac{2}{3}$  being received from Workers compensation may do so with approval from the Fire Chief or designee.

- 658 4. Time off from work under this Article shall be counted as time worked for purposes of  
659 computing seniority. Sick and vacation time shall be earned for up to one (1) year  
660 from the date of injury. All accruals during this time shall remain as if the employee  
661 had never been injured.  
662
- 663 5. In order to receive full pay from the Town, in the event that the employee has been  
664 issued any workers' compensation check(s), the employee will be required to endorse  
665 those checks, thus assigning payment to the Town.  
666
- 667 6. In order for an employee to be eligible for full pay, s/he must return to work on a light  
668 or limited duty basis if so ordered by the Town, providing a doctor releases the  
669 employee to perform light or limited duty.  
670
- 671 7. Light Duty - As a condition of receiving the supplement benefit set forth in paragraph  
672 1, above, the Town may require the employee to perform light duty work subject to  
673 the following conditions:  
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- 675 A. Light duty work shall be performed for the Fire Department or Town  
676 and shall be duties the employee is physically and psychologically able  
677 to perform, as determined by a physician. The work hours of light duty  
678 will be determined by the Fire Chief or designee.  
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- 680 B. When approved by Fire Chief or designee, while working light duty,  
681 the employee shall be permitted time off, with pay, to receive medical  
682 care for said illness or injury.  
683
- 684 8. The Town shall establish and implement a procedure for reporting incidents, when an  
685 employee, in the performance of their duties, is required to perform rescue or provide  
686 medical assistance. All employees shall comply with the injury, accident and/or  
687 incident report requirements of the Town. The Town shall publish and make the  
688 requirements available to all supervisors. Wherever possible all work-related injuries  
689 shall be reported in writing before the end of the shift on which the injury occurred.  
690
- 691 9. No employee who is able to return to his/her regular job, within one (1) year of date of  
692 injury shall be refused reemployment or assignment to regular duty if vacancy exists  
693 because s/he suffered an injury arising out of and in the course of his/her employment,  
694 unless said employee is receiving the benefits provided in Section 1 of this Article,  
695 Social Security disability benefits, or a disability pension. Leave on account of such a  
696 disability shall not interrupt seniority and shall be counted as time worked for  
697 purposes of computing seniority.  
698
- 699 10. Employees who sustain a work-related injury or are involved in a vehicle accident that  
700 results in either bodily injury or more than \$250 in property damage may be required  
701 to submit to a post-accident drug test pursuant to the Town's Worker's Compensation  
702 Policy. Accidents resulting in less than \$250 in property damage may result in the  
703 submission to a drug test under the provisions of this Agreement.  
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**ARTICLE 20**

**ENVIRONMENTAL CONDITIONS**

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709 1. In recognition of the need of members of the Fire Department to have safe and  
710 healthy living facilities while on duty, the Town hereby agrees to provide and  
711 pay for full and complete facilities for storage, preparation and serving of  
712 meals, lounges, lounge furnishings, bathrooms, beds and bunkrooms, bed  
713 linens, and necessary paper products; dishes, flatware and glassware. The  
714 facilities mentioned herein shall be of sufficient quantity to accommodate the  
715 number of personnel assigned for each shift of duty, shall be of high quality,  
716 equivalent to reasonable living conditions, and shall provide for adequate  
717 separation for dressing and sleeping. The Town further agrees to provide these  
718 facilities without cost to Union members. Further, the Town shall supply  
719 janitorial maintenance supplies, including soaps and other cleaning and washing  
720 products. Laundering of personal clothing other than firefighting clothing will  
721 not be allowed.

722  
723 All items specified above will be replaced by the Town when it is deemed  
724 necessary by the Fire Chief. The Chief shall respond to written requests for  
725 replacements within 30 days from the request. The Chief's decision may be  
726 overturned or modified by an arbitrator only if it is determined that the Chief  
727 acted unreasonably.  
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## ARTICLE 21

### BEREAVEMENT LEAVE

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1. In the event of a death of a member of the employee's immediate family described in Section 2, shift employees shall be granted immediate bereavement leave of two (2) shifts in state and a forty (40) hour employee shall be granted immediate bereavement leave of three (3) eight (8) hour days. Shift employees will be granted three (3) shifts without loss of pay if the employee travels to a funeral outside of the State and the forty (40) hour employee will be granted five (5) eight (8) hour days without loss of pay if the employee travels to a funeral outside of the State. If one of the days or shifts falls on a Kelly Day that day shall count toward the days or shifts in the leave. In the event that additional time is requested by the employee, it shall be charged to sick and/or vacation leave at the request of the employee when approved by the Fire Chief or designee.
2. Immediate family is defined as: father, mother, son, daughter, sister, brother, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, registered domestic partner pursuant to Broward (or applicable) County ordinance, grandparents and spouse's grandparents. Immediate family will also include an unborn fetus in the third trimester of pregnancy if the employee is the pregnant mother or the spouse or registered domestic partner of the pregnant mother and the termination of the pregnancy was not made by voluntary decision.
3. The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

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**ARTICLE 22**  
**VACANCIES**

1. When a vacancy occurs in a non-promotional bargaining unit position, the Town will fill said position when deemed necessary. The Town shall notify the union within 60 days if it plans to fill a vacancy. If the vacancy is identified as a position that is to be filled, the Town shall post the position within 180 days of the vacancy and utilize the promotional or hiring list current at the time of the posting.

## ARTICLE 23

### SHIFT EXCHANGE

1. Shift exchanges are a privilege available to Battalion Chiefs in this unit and any abuse of shift exchange will result in loss of that privilege. Shift exchanges shall not interfere with training activities necessary for the maintenance of licenses or certifications required for the employee's current job classification or specialty team assignment. A Battalion Chief may exchange shifts with another Battalion Chief upon receiving prior approval of the Chief or designee. Shift exchanges between ranks shall be allowed upon prior approval by the Chief or designee, and the employee must be qualified to perform the same duties. Qualification may include, but not be limited to, medical certifications, specialty training, and the ability/authorization to work out of classification/upgrades. The Chief or designee shall have final discretion in determining if an employee is qualified to perform said duties. An employee who has agreed to serve an exchanged shift will not be granted time off for that shift, unless approved by the Chief or designee. It is expressly understood that shift exchanges under this article are granted exclusively for employee convenience. Any failure to report to and complete a shift exchange, if not approved by the Fire Chief or his/her designee, will, in the Fire Chief's discretion, result in disciplinary action as well as loss of time exchange privileges for up to one (1) year. Failure to report for a shift exchange is AWOL, unless leave is approved. All leave shall be in accordance with departmental policy and/or this agreement. In extreme circumstances, or in the event of a firefighter's illness and/or injury, the Chief or designee may excuse an employee from completing a shift exchange.
2. At least fourteen (14) hour prior approval is required. The Fire Chief or designee in their sole discretion may permit a shift exchange, due to extenuating circumstances, in a shorter time period.
3. New Employees during their probationary period are not eligible to perform shift exchanges, except for the purpose of approved training or education and may only do so upon receiving prior authorization from the Fire Chief or designee.
4. All shift exchange documentation must be on the appropriate forms as specified by the Fire Chief or designee.
5. The responsibility of use and payback of shift exchanges is the sole responsibility of the employees engaging in the exchange and must be repaid within a 12-month period.
6. The Town shall have no liability or responsibility in the accumulation of shift exchange time between employees in accordance with provisions of the Fair Labor Standards Act.

**ARTICLE 24**

**REQUIRED COURT APPEARANCES**

1. If a member covered by this agreement is subpoenaed to give testimony in court or a deposition or agency hearing on behalf of the Town or is legally required to testify in a matter connected with his Town employment, said employee will receive his full pay while so doing, with no loss of time, if he is on regular duty.
2. This section applies to an employee covered by this Agreement who receives a subpoena from the State Attorney's Office which requires him/her to remain at home for a specific period of time within which time he may be called to testify at a hearing. Whenever an employee receives a "stand-by subpoena" in a case directly involving the performance of his/her job duties for the Town, the employee shall immediately notify the Fire Chief or designee.
3. The employee shall be required to consult with the Fire Chief (or designee) on Fire Rescue Department matters regarding any subpoenas, depositions, proceedings, or other Town of Davie official business, prior to said testimony or depositions. Said consultations shall occur in a timely manner when legal notifications are provided in advance to the employee. All employees must notify the Fire Chief or designee their Battalion Chief within 48 hours of receiving a subpoena to give testimony on behalf of the Town or any matter connected with that employee's employment by the Town. Employee shall notify the Fire Chief or designee within 48 hours of receipt of the subpoena by telephone, hand delivery of a copy of the subpoena, or via letter through inter-office mail with a copy of the subpoena. All employees should retain a copy of any subpoena.
4. In addition, any employee who is being deposed, required to testify in court, or required to testify in any other forum on behalf of the Town, shall be provided by the Town, legal representation to represent the interests of the employee and the Town with regard to the testimony and/or statement to be provided by the employee.

**ARTICLE 25**

**PROBATIONARY EMPLOYEES**

**A. NEW EMPLOYEES**

A new employee of the Department shall be deemed to be in a probationary status for one (1) calendar year (twelve [12] continuous months), beginning with the first day of employment in any position covered by this Agreement.

An employee's probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to his/her normal duties.

An employee's probation may be extended at the discretion of the Fire Chief or designee for a maximum period of six (6) additional months. Should probation be extended, notice shall be given prior to the end of the probationary period. Subsequent to giving notice of extension, a remediation plan shall be provided to the employee. The Town shall notify an unsuccessful probationary employee prior to the end of the probationary period or the extended probationary period that they have not passed probation. Should the Town fail to provide timely notification that, either, probation has not been passed or that probation has been extended then probation shall be deemed passed. Notice need not be in any particular form but must be written and also must be provided to the Union.

During an employee's probationary period, he/she serves at the will and pleasure of the Town. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving assignment, discipline, layoff or discharge.

**B. PROMOTED EMPLOYEES**

In the event an employee receives a promotion from a lower bargaining unit position covered by the Rank and File agreement into a position covered by this Agreement, or if the employee covered by this Agreement moves into a newly held classification, that employee shall serve a probationary period of twelve (12) months of continuous employment from the time of promotion (or from the time the employee begins performing in the newly held classification) as indicated on the approved Personnel Recommendation form.

An employee's promotional probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation leave). The promotional probationary period will commence running only when the employee returns to his/her normal duties.

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An employee's promotional probation may be extended at the discretion of the Fire Chief or designee for a maximum period of six (6) additional months. Should probation be extended, notice shall be given prior to the end of the probationary period. Subsequent to giving notice of extension, a remediation plan shall be provided to the employee. The Town shall notify an unsuccessful probationary employee prior to the end of the probationary period or the extended probationary period that they have not passed probation. Should the Town fail to provide timely notification that probation has not been passed, or that probation has been extended, then probation shall be deemed passed. Notice must be written and also must be provided to the Union.

If an employee is returned to his/her former classification during his/her promotional probationary period for any reason other than failure to satisfactorily complete his/her promotional probationary period or voluntary reversion, then the employee will have his/her previous score reinstated on the applicable eligibility list if the same list is still in effect.

ARTICLE 26

EDUCATION INCENTIVE PROGRAM

SECTION 1

A. Certification and Degrees - the following supplements shall be added to the base salary for employees holding each of the following degrees, certificates, or obtaining each of the following (all such amounts will be paid bi-weekly or monthly and may be prorated):

1. E.M.T. State Certificate: \$1,750 flat rate, which effective on the ratification date of the 2017-2020 Agreement shall be increased to \$2,125. \*

2. Fire Officer I State Certificate/ Fire Science Certificate: \$900 flat rate

3. Employees hired before April 1, 2012, who have an A.S. Degree in Fire Science/EMS or closely related field, as determined by the Fire Chief or designee: Step increase (not to exceed maximum pay grade).

4. Paramedic State Certificate: (Fire Inspector and personnel assigned to the fire inspection bureau are not eligible. Shift personnel temporarily assigned to Fire Inspection Bureau are eligible.)  
\$5,000 flat rate\* Must be a Florida State certified paramedic and signed off by the Medical Director\*.  
Increases to \$5,500 after 3 years working experience\*\*, which effective on the ratification date of the 2017-2020 Agreement shall be increased to \$5,750.00 as a State certified paramedic\*.  
Increases to \$6,000 flat rate after 4 years working experience\*\*, which effective on the ratification date of the 2017-2020 Agreement shall be increased to \$6,500.00, as a State certified paramedic\*.  
Increases to \$6,500 flat rate after 5 years working experience\*\*, which effective on the ratification date of the 2017-2020 Agreement shall be increased to \$7,250.00, as a State certified paramedic\*.

\* *Employees who receive paramedic incentive pay will not receive EMT incentive pay.*

\*\* *As defined by the Fire Chief and the EMS Medical Director*

The above compensations shall be payable as long as the employee maintains his/her certification, provided however that no employee shall be entitled to Paramedic certification incentive pay for any period of time that the employee is not cleared for work as a Paramedic by the Fire Chief or designee and the EMS Medical Director. Any bargaining unit employee who was hired after September 1996, into any certified Paramedic position/rank must maintain that certification. Each certified Paramedic shall be responsible for meeting all obligations in maintaining his/her Paramedic certification.

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SECTION 2

- A. The Town shall provide and schedule, in a timely manner, an opportunity for required re-certifications to be administered on duty. Employees who do not utilize the provided on-duty scheduled training will be responsible for securing their own required re-certifications from a provider approved by the Fire Chief and EMS Medical Director. All required re-certifications shall be reimbursed by the Town, provided prior approval for both the course and cost is granted by the Fire Chief or designee. In no case shall the reimbursement exceed the cost that would have been paid by the Town had the employee utilized the on duty scheduled training.
- B. The Town agrees that beginning on October 1, 2017, or on the ratification date of the 2017-2020 Agreements, whichever is the later date, \$15,000.00 will be made available in each of the three (3) fiscal years of this Agreement, for tuition reimbursement to the members of the IAFF bargaining units (including the Rank & File unit members), which must be used consistent with the requirements of the Town’s Tuition Reimbursement policy. But the parties also agree that those amounts shall only be available for use during the term of this Agreement. Therefore, the Town and the Union also agree that the full remaining value of the \$15,000.00, if any, made available in the third fiscal year of this Agreement shall sunset and shall no longer be available as of September 30, 2020. The Town also agrees that, with the approval of the Town Administrator, the Fire Chief may but is not required to budget more than \$15,000.00 for tuition reimbursement in a fiscal year. The parties also agree that the Department’s paramedic training program is not included as an expense in this tuition reimbursement program.
- C. Employees who let their certification lapse or who separate from the Town’s employ will be required to reimburse the Town for all educational reimbursements and/or reimbursements for obtaining/maintaining certification which had been received by the employee within the past two (2) years.
- D. Employees of the Fire Department shall use their vacation leave to attend courses which they elect to attend upon approval by the Fire Chief or designee. Members may be permitted to attend courses without loss of pay or time when approved by the Fire Chief or designee.
- E. Classes that are required in order to maintain an employee’s current position or are required in order to obtain a promotion into another bargaining unit position, shall be reimbursed by the Town of Davie in accordance with the Tuition Reimbursement Policy; however, reimbursement shall be at 100% regardless of the passing grade. The Town agrees to reimburse employees within 45 days of the receipt of the grade from the employee.

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1013 **ARTICLE 27**  
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1015 **INSURANCE**  
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- 1017 1. The Town shall provide \$50,000\* term life insurance protection for each  
1018 member of the Fire Department as part of the IRC 125 plan.  
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- 1020 2. The Town agrees to offer to employees an IRC 125 cafeteria plan that will  
1021 allow employees to choose health, dental, life, LTD and STD coverage based  
1022 on their individual needs. The Town agrees to offer at least one health  
1023 insurance plan and one dental plan which shall be covered at 100% for single  
1024 coverage and 50% for family coverage. Employees will be given a Benefit  
1025 Choice Dollar amount, which will be budgeted by the Town Administrator as  
1026 part of the budget each year, to spend on benefits each pay period. Employees  
1027 may elect to choose a more benefit rich plan, in which case an employee's out  
1028 of pocket expense will be greater, or an employee may choose a less benefit  
1029 rich plan, the result of which would be a lower premium out of pocket.  
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- 1031 3. Except where precluded by law, the Town agrees to maintain substantially  
1032 equivalent benefits under its Town-sponsored group insurance policy for the  
1033 term of this Agreement. The Town agrees to meet with at least one member of  
1034 the bargaining unit annually to discuss insurance issues. If the Town changes  
1035 insurance plans or carriers it reserves the right to establish a deductible not to  
1036 exceed \$100, and an out of network deductible not to exceed \$200 for at least  
1037 one plan to take effect on the annual election date. Employees will be notified  
1038 of any plan changes or increases on or before the annual election date.  
1039
- 1040 4. In accordance with Florida Statutes, the Town shall make available the above-  
1041 specified health insurance coverage (at the Town's premium) to all bargaining  
1042 unit employees who retire from the Town's employment. A retired employee  
1043 may only receive dependent coverage if and to the extent s/he had dependent  
1044 coverage at the time of retirement. If elected, insurance coverage will be at no  
1045 cost to the Town.  
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1047 \* Subject to any applicable exclusion as mandated by the life insurance policy/carrier.  
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## ARTICLE 28

### HOURS OF DUTY AND EXEMPT SALARY STATUS

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1053 I. Employees covered by this Agreement will be assigned to work on schedules that  
1054 include, as noted below, a 24/48-hour shift schedule or a 40-hour schedule and/or  
1055 a swing shift work schedule, as determined in the sole discretion of the Fire Chief.  
1056 Because employees covered by this Agreement are exempt salaried status  
1057 employees under the Fair Labor Standards Act, they may be periodically required  
1058 to work irregular or extended hours, shifts, and/or work schedules as part of their  
1059 regular duties, but the parties agree that the employees in this Supervisory Unit  
1060 are not entitled to overtime pay.  
1061
- 1062 1. Shift Assignment, forty-eight (48) hour:  
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- 1064 i. Twenty-four (24) hours on duty, followed by forty-eight (48) hours off  
1065 duty, with a Kelly day (shift off) every 7th shift.  
1066
- 1067 2. Weekly Assignment, forty-eight (48) hour:  
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- 1069 i. Four (4) ten (10) hour and one (1) eight-hour day or three (3) eight (8)  
1070 hour and one (1) twenty-four (24) hour day or five (5) eight (8) hour  
1071 days and eight hours of on call or other time to be designated by the  
1072 Fire Chief or combination thereof. These schedules shall be assigned at  
1073 the Fire Chief's discretion  
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- 1075 3. Weekly Assignment, forty (40) hour:  
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- 1077 i. Workweek consisting of five (5) consecutive eight (8) hour workdays  
1078 with an additional unpaid lunch period each day, or at the Fire Chief's  
1079 discretion four (4) ten (10) hour workdays with an unpaid lunch period  
1080 each day.  
1081
- 1082 B. Fire Safety Inspector Supervisor:  
1083
- 1084 i. Workweek consisting of five (5) consecutive eight (8) hour workdays  
1085 with an additional unpaid lunch per day, per work week, or at the Fire  
1086 Chief's discretion four (4) ten (10) hour workdays with an additional  
1087 unpaid lunch per day, per work week.  
1088
- 1089 ii. Through the end of the fiscal year ending September 30, 2018, Fire  
1090 Inspector Supervisors required to be on call more than eight (8) weeks  
1091 per year shall earn one (1) personal day per year. Fire Inspector  
1092 Supervisors required to be on call more than sixteen (16) weeks per  
1093 year shall be granted two (2) personal days per year.  
1094

1095 Effective in the first full pay period on or after October 1, 2018, the  
1096 Fire Inspector Supervisor who is assigned to be on call shall be eligible  
1097 for an on-call/standby pay benefit in the amount of an additional flat  
1098 rate of \$10 daily for each day of standby/on call.  
1099

1100 II. The Fire Chief, or designee in his or her sole and exclusive discretion, will assign  
1101 employees to work shift assignments or weekly assignments. The Fire Chief or  
1102 designee, in his or her sole and exclusive discretion, may change assignments. No  
1103 changes in assignment (from shift to weekly or weekly to shift) will occur without a  
1104 two (2) week notice from the Fire Chief or designee. The two (2) week notice may be  
1105 mutually waived if agreed upon by both parties. Applicable leave will accrue at a pro-  
1106 rated value.  
1107

1108 III. When an employee's assignment is changed from forty-eight (48) hour to forty (40)  
1109 hour or from forty (40) hour to forty-eight (48) hour, the employee's base hourly rate  
1110 of pay and sick and vacation leave accrual rates and accumulated leave balances will  
1111 be converted to equivalent annualized values.  
1112

1113 IV. Kelly Days shall be assigned in the sole discretion of the Fire Chief or designee.  
1114

1115 V. Non-Pensionable Extra Duty Bonus Pay  
1116

1117 1. While preserving the exempt status of the Battalion Chief position, effective in  
1118 the first full pay period after this 2017-2020 agreement is ratified by Town  
1119 council, a new non-pensionable extra pay benefit shall be available (as a  
1120 substitute for the prior informal flex-time system) to Battalion Chiefs but only  
1121 when called in for extra shift work outside of their normally scheduled hours  
1122 under the terms provided this section.  
1123

1124 2. This limited opportunity for non-pensionable extra duty bonus pay shall be  
1125 available only when a Battalion Chief is required to cover the 24-hour shift  
1126 duties of another Battalion Chief who is absent from work on that 24-hour  
1127 shift, for a minimum of two (2) hours, and there is no Captain on duty who  
1128 meets the current requirements for upgrade to acting Battalion Chief (e.g., is on  
1129 a promotional list for the Battalion Chief position) already working that same  
1130 shift who could be upgraded into an out of class assignment to cover the duties  
1131 of the absent Battalion Chief without creating an overtime to fill that upgraded  
1132 Captain's position.  
1133

1134 3. The non-pensionable rate of pay for the Battalion Chiefs who actually work  
1135 these extra duty bonus hours will be at \$55.00 per hour.  
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1137 4. This extra duty bonus pay shall not be applicable to any other situation where a  
1138 Battalion Chief may work any extra time outside his/her regularly assigned  
1139 work hours.  
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5. All decisions related to whether a Battalion Chief shall be assigned to work any such extra duty bonus hours shall be made in the sole and exclusive discretion of the Fire Chief or designee and shall be subject to the grievance procedure, but only to Step (2) where the parties agree the decision of the Town Administrator shall be final and not subject to arbitration.

**ARTICLE 29**

**WORKING OUT-OF- CLASSIFICATION**

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1. Any person temporarily assigned to a lower paying classification shall receive his or her original rate of pay and shall not suffer any loss of pay as a result of such reassignment.
2. An employee who is permanently transferred from one shift to another will receive written notification of transfer no later than two (2) weeks prior to the effective date of transfer, except in emergencies declared by the Fire Chief or designee. The two (2) weeks notice may be mutually waived.

**ARTICLE 30**

**CONTRACT SAVINGS CLAUSE**

If any provisions of this agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this agreement shall remain in full force and effect. In the event of the foregoing, the parties, upon demand, agree to renegotiate a replacement provision and will sit to renegotiate said provision within fifteen (15) calendar days of the demand to renegotiate.

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## ARTICLE 31

### HOLIDAY PAY, SICK LEAVE AND VACATION LEAVE

#### I. HOLIDAY PAY

Forty-eight (48) hour employees covered by this agreement shall be compensated with their base hourly rate of pay for twelve and one half (12.5) holidays per year as designated by the Town, excluding Quality Service Days, at a rate of twelve (12) hours of their base hourly rate of pay per holiday. Pay shall be paid to the employee on the pay date for the pay period in which the holiday falls. Effective on the ratification date of this 2017-2020 Agreement, the birthday holiday made available to forty-eight (48) hour employees through Town Policy shall be discontinued and replaced by Patriot Day, which is celebrated on September 11 (except for any unit member who already used his/her birthday holiday after October 1, 2017).

Forty (40) hour employees shall observe the officially designated Town holidays.

#### II. SICK LEAVE (For employees hired prior to 3/4/09. Please see PTO section below for employees hired on or after March 4, 2009).

##### A. Sick leave shall be granted as provided in the Fire Department Rules and Regulations.

Sick leave shall be accrued on the following schedule:

1. Forty-eight (48) hour employees shall accrue sick leave credits at the rate of 5.54 hours of sick leave biweekly (144 hours or 6 shifts per year).
2. Forty (40) hour employees shall accrue sick leave credits at the rate of 3.69 hours of sick leave biweekly or one [1] day per month.

##### B. Maximum Sick Leave Accumulation.

No Forty-eight (48) hour employees shall accumulate more than 1040 hours (520 hours for forty [40] hour employees, except as provided below) of sick leave. Once a forty-eight (48) hour employee reaches 1040 hours (520 hours for forty [40] hour employees, except as provided below) of sick leave, his/her accruals will cease until his/her sick leave falls below 1040 hours (520 hours for forty [40] hour employees, except as provided below). Effective after the 2017-2020 Agreement is ratified and conditioned upon the agreement that there shall be no increase to the maximum number of sick leave hours that any employee may cash-out and there shall be no increase to the Town's liability/exposure to any additional costs related to sick leave cash-outs at the time of an employee's separation or retirement based on this increase, the maximum sick leave accruals for forty (40) hour employees shall increase from 520 to 580 hours.

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- C. The request for and use of leave for sickness requires a telephonic message to the shift command one (1) hour prior to the beginning of the employee's work shift in accordance with the current department policy. Use of sick leave will be monitored administratively.
  
- D. Sick Leave/Vacation Conversion: One time per fiscal year, forty-eight (48) hour employees who have a minimum of 216 hours of accrued sick leave and forty (40) hour employees who have a minimum of 72 hours of accrued sick leave may convert two (2) days forty-eight (48) hours for shift employees and eight (8) hours for forty (40) hour employees of accrued sick leave to vacation leave.
  
- E. Forty-eight (48) hour employees may convert forty-eight (48) hours of sick time to Emergency Personal Leave within any twelve-month period to be used for emergencies not covered by Sick Leave. Forty (40) hour employees may convert sixteen (16) hours of sick time to Emergency Personal Leave within any twelve-month period to be used for emergencies not covered by Sick Leave. Forty-eight (48) hour employees must use Emergency Personal Leave in twelve (12) hour increments and forty (40) hour employees must use Emergency Personal Leave in four (4) hour increments. Emergency Personal Leave may not be used on a holiday, on the three (3) calendar days prior to a holiday, or on the three (3) calendar days after a holiday. Emergency Personal Leave may not be used if the maximum allotted hours had been utilized by the employee in the previous twelve-month period.
  
- F. Six (6) hours of wellness leave will be provided to a forty-eight (48) hour bargaining unit member and two (2) hours of wellness leave will be provided to a forty (40) hour bargaining unit member who has not used any unscheduled sick or emergency leave within the first six (6) months of the fiscal year. An additional eighteen (18) hours of wellness leave will be provided to the forty-eight (48) hour bargaining unit member or an additional six (6) hours of wellness leave will be provided to the forty (40) hour bargaining unit member if that employee has not used any unscheduled sick or emergency leave within the second six (6) months of the fiscal year. Wellness leave must be used within twelve (12) months of the date in which it was earned.

III. VACATION LEAVE (For employees hired prior to 3/4/09. Please see PTO section below for employees hired on or after 3/4/09).

- A. Vacation leave shall be accrued on the following schedule:
  - 1. For forty-eight (48) hour employees (upon the effective date of this Agreement), biweekly accruals will be as follows:

<u>Years of Service</u>	<u>Biweekly Accruals</u>
Less than 5 years	6.42 hours (168 hours per year or 7 shifts) (0-60 months)
Completion of 5 years	8.31 hours (216 hours per year or 9 shifts) (61-120 months)
Completion of 10 years	10.16 hours (264 hours per year or 11 shifts) (121 months or greater)

1271  
 1272 2. For forty (40) hour employees, (upon the effective date of this Agreement)  
 1273 biweekly accruals will be as follows:

<u>Years of Service</u>	<u>Biweekly Accruals</u>
1274 1275 Less than 5 years 1276 (0-60 -months)	3.08 hours (80 hours year or 10 working days)
1277 1278 Completion of 5 years 1279 (61-120 months)	4.62 hours (120 hours year or 15 working days)
1280 1281 Completion of 10 years 1282 (121 months and greater)	6.15 hours (160 hours year or 20 working days)

1283  
 1284 B. Maximum Vacation Leave Accumulation.

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 1286  
 1287  
 1288 An employee may accumulate and carry over to the next fiscal year unused  
 1289 vacation time at the end of the Town’s fiscal year at an amount equal to 2 times  
 1290 his/her annual rate of accrual. Effective after the 2017-2020 Agreement is ratified  
 1291 and conditioned upon the agreement that there shall be no increase to the  
 1292 maximum number of vacation leave hours that any employee may cash-out and  
 1293 there shall be no increase to the Town’s liability/exposure to any additional costs  
 1294 related to vacation leave cash-outs at the time of an employee’s separation or  
 1295 retirement based on this carry-over increase, the maximum vacation leave accruals  
 1296 that forty (40) hour employees with ten (10) or more years of service can carry-  
 1297 over each year shall increase from 320 to 400 hours. At the end of each fiscal  
 1298 year, any accrued vacation leave in excess of the above will be forfeited.

1299  
 1300 C. 1. Approval of vacation leave for all employees shall be contingent upon a  
 1301 minimum of forty-eight hours advance written request and it is also contingent  
 1302 upon the Department’s being able to meet all current Department policies  
 1303 regarding minimum manning requirements despite the employee’s absence. No  
 1304 more than one (1) Battalion Chief shall be approved for vacation leave per  
 1305 shift, unless otherwise approved in the sole discretion of the Fire Chief or  
 1306 designee, which shall not be subject to the grievance procedure. All requests  
 1307 for forty-eight (48) hour employees will be subject to a minimum block of  
 1308 twelve (12) hours and contingent upon the approval of the Fire Chief or

1309                   designee. The forty-eight (48) hour notice may be waived by the Fire Chief or  
1310                   designee.

1311  
1312                   2. Vacation leave selection and its approval shall be determined by time in rank  
1313                   seniority.

1314  
1315                   D. 1. Effective upon the ratification date of this 2017-2020 Agreement, forty-eight (48)  
1316                   hour employees may elect to convert twenty-two (22) hours of sick or vacation  
1317                   leave per month to pay. Forty (40) hour employees may elect to convert eight (8)  
1318                   hours of sick or vacation leave per month to pay. This election must be made on a  
1319                   quarterly basis. The conversion will be paid monthly on the first pay period  
1320                   following the end of each month in the quarter. The maximum pay-out for  
1321                   converted leave shall not exceed 264 hours annually for forty-eight (48) hour  
1322                   employees and 96 hours annually for forty (40) hour employees.

1323  
1324                   (a) In Article 11, Sections 1. a.– d., of the Rank and File bargaining unit Agreement  
1325                   for 2011–2014, the Town and IAFF Local 2315 created a “snapshot” of accrued  
1326                   sick and vacation leave (not to exceed any applicable payout caps) that each  
1327                   employee who was then employed had accrued as of September 30, 2011, to  
1328                   identify the maximum amount of those accruals that could be maintained as  
1329                   “earnable compensation” for pension purposes.

1330  
1331                   (b) Because employees cannot cash out leave accruals until they separate/terminate  
1332                   employment, the parties also recognized that for those employees who “retired”  
1333                   for purposes of the pension plan but did not separate employment, by entering the  
1334                   DROP, the monthly leave conversions made by that employee during the last  
1335                   three (3) years (36 months) before entering the DROP, not to exceed the  
1336                   employee’s actual “snapshot” of accrued leave, would be counted as “earnable  
1337                   compensation” when calculating the employee’s pension benefit.

1338  
1339                   (c) Depending on the number of accrued hours in his/her “snapshot” of accrued  
1340                   leave, the ability of some forty-eight (48) hour employees, who were employed on  
1341                   September 30, 2011, and who later enter DROP without separating employment,  
1342                   after the date the 2014-2017 Agreement was ratified, to obtain pension credit as  
1343                   “earnable compensation” for the maximum amount of hours identified in that  
1344                   employee’s “snapshot” may be potentially reduced during the last three (3) years  
1345                   before the employee enters DROP by the reduction made in the 2014-2017  
1346                   Agreement in the monthly conversion benefit applicable to forty-eight (48) hour  
1347                   employees from a maximum of twenty-four (24) hours to twelve (12) hours per  
1348                   month, which was further modified to the current level in the 2017-2020  
1349                   Agreement of twenty-two (22) hours per month, as set forth in Article 36, Section  
1350                   III.D.1. of this Agreement, because the maximum amount that can be converted to  
1351                   pay over a full 36-month period was reduced by those changes from 864 hours to  
1352                   432 hours in the 2014-2017 Agreement and now modified in this 2017-2020  
1353                   Agreement to 792 hours.

1354

- 1355 (d) Accordingly, the parties have agreed that to provide such employees who have a  
1356 “snapshot” of leave accruals the same opportunity to reach the lesser of a  
1357 maximum of 864 hours or their respective “snapshot” of sick and vacation  
1358 accruals converted into “earnable compensation” that existed before the monthly  
1359 leave conversions were reduced from twenty-four (24) hours to twelve (12) hours  
1360 and now increased to twenty-two (22) hours, employees with a balance in their  
1361 “snapshot” of accrued sick and vacation leave at the time the employee enters  
1362 DROP on a date after this 2017-2020 Agreement is ratified, will be able to  
1363 convert, at the time the employee enters DROP, up to the balance of the lesser of:  
1364 (1) 864 hours reduced by 792 hours; OR (2) the employee’s “snapshot” of hours  
1365 reduced by 792 hours. In the event an employee has 792 hours or less in his/her  
1366 “snapshot” of accrued leave, then no additional leave may be converted at the  
1367 time the employee enters DROP, unless that 792-hour reduction is reduced as  
1368 provided below, in which case the threshold shall be the modified reduction  
1369 number as provided below.  
1370
- 1371 (e) The parties agree that if over the last three (3) years (36 months) before the  
1372 employee enters DROP, the employee was able to convert either: (1) the actual  
1373 number of leave hours that were in the employee’s “snapshot” (from September  
1374 30, 2011); or (2) if the employee’s “snapshot” exceeded 864 hours, then the  
1375 maximum amount of 864 hours of leave conversion, through the employee’s  
1376 monthly conversions, then there would be no further leave conversions that would  
1377 be considered “earnable compensation” for purposes of the employee’s pension  
1378 benefit calculation.  
1379
- 1380 (f) For those employees who enter DROP, after this 2017-2020 Agreement is  
1381 ratified, at the end of a three (3) year (36 month) period that includes months in  
1382 which the monthly leave conversion rate for a 48-hour employee was at twelve  
1383 (12) hours per month and months in which the monthly leave conversion rate was  
1384 at twenty-two (22) hours per month, the 792 hour reduction that shall be applied  
1385 to determine the maximum amount of leave accruals that employee may convert  
1386 to “earnable compensation” for pension purposes, if any, shall be pro-  
1387 rated/adjusted lower by subtracting ten (10) hours for each month that the  
1388 employee had the opportunity to convert twelve (12) hours of sick and vacation  
1389 leave accruals on a monthly basis, provided the amount converted at the time the  
1390 employee enters DROP plus the time the employee has converted each month  
1391 during the thirty-six (36) month look-back period does not exceed the lesser of the  
1392 employee’s “snapshot” or 864 hours. For example, if an employee’s snapshot is  
1393 greater than or equal to 864 hours and the employee had seventeen (17) months  
1394 within which the employee could have cashed out twelve (12) hours per month  
1395 and nineteen (19) months within which the employee could have cashed out  
1396 twenty-two (22) hours per month, the reduction applied would be 622 hours (792-  
1397 (17\*10)) so that the employee would be eligible to cash out 242 hours (864-(792-  
1398 (17\*10))).  
1399

- 1400 (g) Consistent with the arbitrator’s ruling in FMCS Grievance/Arbitration Case No.  
1401 75-52996-3, and notwithstanding any other subsection in Sections D.1. (a) – (f),  
1402 above, for each month that a Battalion Chief is/was assigned to work a 40-hour  
1403 work schedule during his/her last thirty-six (36) months before entering DROP  
1404 and thereby limited to a maximum monthly conversion of eight (8) hours of leave  
1405 as provided in Section D.1, those employees who have not had the opportunity to  
1406 convert up to his/her 2011 “snapshot” of accrued leave before entering DROP will  
1407 be allowed to convert, at the time he/she enters DROP, a maximum of twelve (12)  
1408 hours of leave to “earnable compensation” for each of those months the employee  
1409 was assigned to the 40-hour work schedule with such hours being converted at the  
1410 employee’s 48-hour rate of pay. However, in no event shall the dollar value of  
1411 such cash out cause the total dollar value of the total cash out paid by the Town in  
1412 the thirty-six (36) month period preceding entry into the DROP and pursuant to  
1413 this Section III(D)(1) to exceed the dollar value of cashing out the lesser of 864  
1414 hours or the number of hours in the employee’s snapshot at the employee’s 48-  
1415 hour rate of pay, e.g., for an employee with a snapshot that is equal to or exceeds  
1416 864 hours, the value of the additional cash out at the employee’s 48-hour rate  
1417 combined with the already paid monthly cash outs at the employee’s 40 and/or  
1418 48-hour rate cannot exceed 864 multiplied by the employee’s 48-hour rate. In the  
1419 event this maximum total cash out would be exceeded, the number of hours  
1420 cashed out at the employee’s 48-hour rate will be reduced as necessary so that the  
1421 total cash out is equal to the product of the employee’s 48-hour rate multiplied by  
1422 the lesser of 864 or the number of hours in the employee’s snapshot. The  
1423 calculations required for this subsection (g) shall be done by the actuary for the  
1424 pension board.  
1425
- 1426 2. Leave accrual information will be provided to each employee for his individual  
1427 accumulations on his/her paycheck stub.  
1428
- 1429 3. Sick Leave Payouts at Separation and Retirement. As an incentive against sick leave  
1430 abuse, an employee in good standing at the termination of his/her employment with the  
1431 Town of Davie, either by resignation or layoff, shall be given the monetary value of fifty  
1432 (50%) percent of accumulated sick leave, and at retirement, the monetary value of  
1433 seventy-five (75%) percent of accumulated sick leave at the employee’s base hourly rate  
1434 of pay. In the case of a disability retirement, the employee shall be allowed to use up all  
1435 accumulated sick leave and/or vacation before the effective date of the disability  
1436 retirement. No compensation for accrued sick leave shall be paid to employees who are  
1437 discharged for cause unless otherwise approved by the Human Resources Director.  
1438
- 1439 a. As provided in Section II. B. of the 2017-2020 Agreement, the increase to the  
1440 maximum sick leave accruals from 520 to 580 hours for employees assigned  
1441 to work a 40-hour work schedule shall not increase the maximum number or  
1442 amount of sick leave hours that can be cashed out at the time of any  
1443 employee’s separation, termination, resignation, layoff or retirement. As a  
1444 result, the percentage value (as noted above) of any sick leave accrual cash-  
1445 outs in this section shall be based on a maximum of 520 hours of sick leave,

1446 even if an employee may have more than 520 hours at the time of the sick  
1447 leave accrual cash-out.  
1448

- 1449 4. Vacation Leave Payouts at Separation and Retirement: Employees retiring or resigning  
1450 voluntarily who give reasonable notice of their intention to terminate their employment,  
1451 and who have not taken their accrued vacation, may elect to either take up to 264 hours  
1452 (160 for a forty [40] hour employee) of their accrued vacation or be compensated for its  
1453 value as of the date of termination at the employee's base hourly rate of pay, provided  
1454 they have completed six (6) months of service. No compensation for accrued vacation  
1455 shall be paid to employees who are discharged for cause.  
1456

1457 E. Time Pool  
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1459 The Town agrees that the employees in this Supervisory Unit may participate in the  
1460 "time pool" administered by and for the members of the Rank and File bargaining unit,  
1461 subject to the same terms and conditions of that "time pool" as set forth in the Rank  
1462 and File collective bargaining agreement.  
1463

1464 F. Annual Vacation Leave  
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- 1466 1. Annual vacation leave will run from October 1st of each year to September  
1467 30th of the following year. Selection of annual vacation leave will be July 1st  
1468 through July 31st of each year and shall be selected by seniority. Posting will  
1469 be done on or before August 20th of each year. Limitations on first selection,  
1470 by seniority, will be the following maximums:  
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	Maximum Leave
Years of Service	Shifts as First Choice
Less than 5 years	7
Completion of 5 years	9
Completion of 10 years	12

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1479 2. The selection and awarding of annual vacation leave shall be based on  
1480 Departmental seniority.  
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1482 3. New probationary employee will not be permitted to select annual vacation  
1483 leave which will fall within their probationary period.  
1484  
1485 4. Employees on an authorized absence during the annual vacation leave selection  
1486 period may:  
1487  
1488 a. Submit their annual vacation leave selections prior to the beginning of  
1489 their authorized absence.  
1490 b. Send their annual vacation leave selections by certified mail during the  
1491 annual vacation leave selection period.

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5. The calendar for regular vacation leave will open on August 20th of each year.

G. Paid Time Off (PTO) (Applies to all employees hired on or after 3/4/09)

1. Eligibility for PTO

- a. Bargaining unit employees hired on or after March 4, 2009, will be allowed to earn and accrue paid time off.
- b. New employees who have not completed their initial probationary period of employment will earn and accrue Paid Time Off in accordance with this article but will not be eligible to use accumulated leave until their initial probationary employment period is satisfactorily completed, unless otherwise approved by the Fire Chief, Human Resources Director or provisions within this policy.
- c. Promoted, demoted or transferred employees will retain all PTO privileges and accrued balances in prior position and/or department.
- d. Accrual Rate of PTO.
  - i. Effective October 1, 2011, regular full-time employees will earn and accrue PTO immediately upon employment as follows:

Continuous Employment	40 hours per week*		48 hours per week*	
	Biweekly Accrual	Annual Amount	Biweekly Accrual	Annual Amount
Less than 5 years	6.54	170	9.23	240
Completion of 5 years	8.08	210	11.07	288
Completion of 10 years	9.62	250	12.92	336
*Leave accrual hourly factor will be applied only to regular work hours, not in excess of 40 hours per week for 40 hour-a-week employees and 48 hours per week for 48 hour-a-week employees. At no time will the hourly accrual factor be applied to earned overtime hours.				

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- ii. When employee has had a break in employment, Paid Time Off accrual will be handled as outlined in the Reinstatement Policy.
- iii. Paid Time Off will not be earned by an employee during an unpaid leave of absence or when an employee has been placed in a non-pay status (i.e., suspension).

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2. Use of PTO Hours

Paid Time Off (PTO) is an employee benefit which combines traditional vacation and sick leave programs into one plan with two components. This type of program provides both employees and the Town a flexible method of scheduling time off with pay. Because of this, PTO time may be used at the employee's discretion, provided that approvals are obtained for this leave as stated in this policy. Since PTO hours will replace traditional sick and vacation time, access is unrestricted provided the employee has been employed for 180 consecutive days and has supervisor approval. Employees may be granted up to two (2) days of PTO use after 90 days of employment for their own personal illness with the approval of their Department Director. Any additional PTO usage prior to completion of the initial probationary period of employment will require approval by the Department Director and Director of Human Resources. PTO may be used for items including, but not limited to:

- a. Vacation
- b. Sick Leave
- c. Absence for transaction of personal business which can not be conducted during off-duty hours.
- d. Religious holidays other than those designated by the Town of Davie.
- e. Supplement income for time loss due to work related personal illness, injury, or disability where statutory workers' compensation payments are being received. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular base rate.
- f. Maternity or paternity leave purposes.
- g. Supplement income for time loss due to disability not work related, where employee is receiving disability insurance benefits/payments. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular rate of pay.
- h. Absences from work not covered by other types of leave provisions established by the Town of Davie's policies.

3. Request for Paid Time Off

- a. Requests for PTO leave should be submitted in writing on the "Leave Request Form" by employees to department manager, via the employee's

- 1570 direct supervisor for approval, at least forty-eight (48) hours prior to  
1571 requested leave.  
1572
- 1573 b. Departments may establish a departmental policy for operational needs  
1574 which may be more restrictive or provide exceptions to the forty-eight (48)  
1575 hours requirement.  
1576
- 1577 c. Paid Time Off requests will be granted at the sole discretion of the  
1578 Department Director or designee; however, every effort will be made to  
1579 accommodate employees. Employees are responsible for maintaining a  
1580 sufficient balance of PTO to cover vacations, illness, etc. If an adequate  
1581 balance of PTO is not available to cover the employee's requested time off,  
1582 the employee's request for time off may be denied.  
1583
- 1584 d. When PTO leave is being used for an employee's own personal illness, or  
1585 the illness of a family member, employees shall notify their immediate  
1586 supervisor or department manager as soon as the employee knows that they  
1587 will be unable to work. Notice must be given no later than the first day of  
1588 absence and preferably before the starting time for employee's scheduled  
1589 shift. Employees failing to notify and report to the department within three  
1590 (3) consecutive work days will be considered as having resigned (quit  
1591 without notice) and employment will be terminated. Any absence not  
1592 properly reported by employee, less than three (3) consecutive work days  
1593 can be grounds for disciplinary action, in accordance with policy.  
1594
- 1595 e. A doctor's statement as proof of illness may be required by a department  
1596 manager if leave extends beyond three (3) consecutive work days or at any  
1597 other time that a department manager has reason to believe that the  
1598 employee is abusing Paid Time Off. A false claim of illness, injury, or  
1599 disability will be cause for dismissal.  
1600
- 1601 f. Paid Time Off may be used only as accrued and will not be allowed in  
1602 advance of leave being earned or accrued.  
1603
- 1604 g. Paid Time Off will be charged at a minimum of one-half (1/2) hour.  
1605
- 1606 4. Abuse of Paid Time Off Leave  
1607
- 1608 a. Excessive unscheduled use of Paid Time Off will be grounds for disciplinary  
1609 action. When an employee's absences are such that the Town has reasonable  
1610 grounds to believe that an abuse exists, the employee will be notified in  
1611 writing, by their department manager, of the suspected abuse, and thereafter  
1612 may be required, regardless of the duration of the absence, to submit a  
1613 satisfactory doctor's certificate or affidavit indicating the specific nature of the  
1614 disability and its duration to the employee's department manager before such  
1615 absence may be charged against the employee's accumulated PTO balance.

1616 Reasonable grounds of abuse include a pattern of numerous one-day absences  
 1617 throughout the year, particularly if leave is always taken on Mondays or  
 1618 Fridays; frequency of absences; low/zero accumulated PTO balance; and other  
 1619 patterns of abuse.

1620  
 1621 b. Further disciplinary action, up to and including termination, may be taken by  
 1622 the department manager when an employee's attendance continues to be  
 1623 unsatisfactory.

1624  
 1625 c. Abuses in leave will be included on the employee's annual performance  
 1626 evaluation.

1627  
 1628 5. Carry-Over and Cash Payment of Paid Time Off

1629  
 1630 a. It is the intent of this policy that all employees take their Paid Time Off  
 1631 annually for the period in which it has been earned.

1632  
 1633 b. The maximum amount of Paid Time Off which can be carried forward from  
 1634 one (1) fiscal year (ending September 30th of each year) to the next is set  
 1635 forth in the chart below (which were increased effective upon ratification of  
 1636 the 2017-2020 Agreement conditioned upon the agreement that those  
 1637 increases shall not increase the amount of hours that any employee can cash  
 1638 out upon separation, resignation, retirement, layoff or termination and shall  
 1639 not increase the Town's costs/liability/exposure for cash-outs at any  
 1640 employee's separation, resignation, retirement, layoff, or termination as noted  
 1641 below by the asterisks in the chart); however, no employee, regardless of  
 1642 length of service or number of scheduled hours may cash out more than 600  
 1643 hours upon a resignation from employment or more than 800 hours upon  
 1644 retirement of employment. (This includes leave used during the last 30 days,  
 1645 or at any time, to prolong a retirement/termination date).

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<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>TOTAL HOURS 40 HR</u>	<u>TOTAL HOURS 48 HR</u>
Less than 5 years employment	340*	480*
Completion of 5 years	420	576*
Completion of 10 years	600	672*
Completion of 15 years	800	860
*The maximum hours available for cash-out at these levels remain at the levels that were in the 2014-2017 Agreement, which are:		

Less than 5 years employment	300	360
Completion of 5 years		480
Completion of 10 years		660

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- c. An employee may request cash payment for portions of accrued PTO once annually from the Town in accordance with the provisions of this policy.
- d. Employees with a PTO balance over 160 hours will be eligible to receive sixty percent (60%) reimbursement of accrued PTO over the 160 hours, up to 80 hours annually, at their rate of pay at the time of the cash-out. Compensation shall be contingent upon budgetary restrictions and may be terminated by the Town Administrator through the budget process.
- e. Prior to October 1<sup>st</sup>, each qualified employee must request reimbursement in writing on the “PTO reimbursement form” to the Human Resources Department for annual reimbursement. This form must be certified and approved by the Department Director. The Human Resources Department will provide further approval. Employees approved for reimbursement will receive the additional compensation prior to the first full payroll in October.

6. Payment of Unused Paid Time Off

- a. Employees who voluntarily resign or are separated from employment in good standing will receive payment for 80% of their accrued and unused Paid Time Off at the time of separation. Employees who are eligible for and retire from the Town of Davie will receive 100% of their accrued and unused Paid Time Off at the time of their retirement. (For employees in the DROP program, please see additional provisions listed in the DROP policy). Employees dismissed for misconduct will not receive the accrued time, unless specifically recommended by the department manager and approved by the Director of Human Resources.
- b. Employees placed on layoff status will receive 100% pay for accrued Paid Time Off up to time of the layoff.
- c. New employees who have not completed their initial twelve (12) month probationary period will not be eligible for payment of leave, upon separation.

7. Right to Contribute Paid Time Off Hours

- a. In the event that an employee’s own illness or physical incapacity should continue beyond a point where his/her Paid Time Off has been exhausted, or short/long term disability does not apply, other employees may contribute accumulated PTO, vacation or sick to said employee with the appropriate approvals.

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- b. Employee contributions must be done in multiples of at least four (4) hours per employee. The donation of time must be completed on the appropriate donation of time form and approved by both the Department Director and the Human Resources Director or designee.

**ARTICLE 32**

**FMLA/ LEAVES OF ABSENCE**

**(FMLA) - FAMILY & MEDICAL LEAVE ACT/PERSONAL LEAVE OF ABSENCE**

An employee who has worked with the Town at least twelve (12) months and who has worked at least 1250 hours in the last twelve (12) months prior to the beginning date of leave may be entitled to twelve (12) work weeks of paid/unpaid leave in any rolling twelve (12) month period under the provisions of the FMLA of 1993.

**Personal Leave**

Employees having satisfactorily completed their initial probationary period may be granted up to six (6) months of personal leave without pay with approval of their Department Director and the Town Administrator or designee.

Personal leave is intended to be used for health, education, pregnancy or extenuating and/or extraordinary personal reasons.

**FMLA**

1. An employee who takes an extended leave for any FMLA qualifying reason may be deemed by the Town of Davie to be on FMLA for the purpose of calculating time using the rolling twelve (12) months. Failure to complete FMLA paperwork or to receive official notification of leave approval will not automatically disqualify an employee's leave from being considered FMLA. FMLA will also run concurrent to workers' compensation leave when an employee is out for a work-related illness or injury.
2. Request for FMLA
  - a. Request for FMLA, paid or unpaid, shall be submitted in writing on the "Leave Request Form" to the employee's Department Director and must be approved by the Human Resources Director.
  - b. Documentation qualifying the FMLA leave must be submitted to the Human Resources Department so that approval may be granted. In the case of an employee's own personal illness or injury, the FMLA physician's certification form must be filled out by the employee's treating physician.
3. Employees must use up all of their sick leave, vacation leave, and any other applicable Town leave during the course of the FMLA. When the duration of the leave is known, with approval of the Human Resources

1742 Director, vacation, sick time, and other leave may be stretched out over  
1743 the course of the entire leave in order to cover insurance benefit premiums  
1744 during the twelve (12) weeks of FMLA. Use of the paid leave (i.e. sick,  
1745 vacation, etc.) will apply toward the twelve (12) week entitlement and is  
1746 not in addition to this entitlement.  
1747

1748 4. Leave may be requested on an intermittent basis or on a reduced work  
1749 week schedule if medically necessary. The employee must provide  
1750 medical certification within fifteen (15) days of the date requested. The  
1751 employee must attempt to schedule their intermittent or reduced leave so  
1752 as not to disrupt the organization's operations. The employee may be  
1753 required to transfer temporarily to a position with equal pay and benefits  
1754 that better accommodates recurring periods of leave or a reduced work  
1755 schedule.  
1756

1757 5. Upon returning from FMLA the employee is entitled to return to the same  
1758 position held when the leave began or to a similar position with equivalent  
1759 benefits and pay, unless the position would have been eliminated had the  
1760 employee not been on leave. In such circumstances, the employee may  
1761 apply for any other vacant position for which they are qualified. Should  
1762 the leave continue beyond the twelve (12) workweek period, reinstatement  
1763 rights are at the discretion of the Town of Davie.  
1764

1765 6. An employee granted FMLA will continue to be covered under the  
1766 Town's insurance plans under the same conditions and coverage as would  
1767 have been provided if the employee had been actively employed during  
1768 the leave period. An employee is not entitled to leave accruals during the  
1769 period of unpaid leave. The employee will have the option of continuing  
1770 health care coverage by paying for all or part of health insurance  
1771 premiums for any period beyond the initial twelve (12) weeks, if granted.  
1772

1773 7. An employee who fails to return to work on the date specified on the leave  
1774 request form without receiving an extension in advance is subject to  
1775 disciplinary action up to and including termination.  
1776

#### 1777 Personal Leave

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1779 1. Eligibility for Personal Leave  
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1781 a. Regular employees, having satisfactorily completed the initial  
1782 probationary period, may be granted personal leave without pay.  
1783

1784 b. Personal leave may be granted for a period not exceeding six (6) months,  
1785 provided that the department manager deems such leave to be justified and  
1786 not detrimental to the operations of the department.  
1787

- 1788 c. Personal leave, if approved, will run concurrent to any approved FMLA  
1789 and the total leave shall not exceed six (6) months. In exceptional cases,  
1790 leave may be extended, upon approval by the department director and the  
1791 Director of Human Resources.  
1792
- 1793 d. Personal leave is intended to be used for health, education, pregnancy or  
1794 extenuating and/or extraordinary personal reasons.  
1795
- 1796 2. Request for Personal Leave  
1797
- 1798 a. Request for personal leave, without pay, shall be submitted in writing on  
1799 the "Leave Request Form" to the employee's Department Director and  
1800 approved by the Director of Human Resources.  
1801
- 1802 b. Prior to requesting personal leave for medical reasons, the employee must  
1803 utilize any/all accrued sick leave, vacation leave or any other applicable  
1804 leave.  
1805
- 1806 3. Benefits while on Personal Leave  
1807
- 1808 a. Group life, health, and dental insurance coverage, for both the employee  
1809 and dependents, may be continued while on approved personal leave,  
1810 provided that premiums for coverage (both employee and dependents) are  
1811 paid and kept current by the employee. Employees may have the right to  
1812 continue these insurance benefits under the Consolidated Omnibus Budget  
1813 Reconciliation Act (COBRA) of 1986. Retention of insurance benefits  
1814 must be made by the employee, through the Human Resources  
1815 Department.  
1816
- 1817 b. Employees will not receive holiday pay or earn any accrued leave or  
1818 pension benefits while on personal leave without pay. In addition, the  
1819 employee's anniversary date shall be adjusted to account for the duration  
1820 of the leave.  
1821
- 1822 4. Return to Regular Employment  
1823
- 1824 a. An employee's position will be held only as set forth in the provisions of  
1825 the FMLA for the first twelve (12) weeks of leave, if the employee  
1826 qualifies for such leave. Employee's not granted FMLA, or whose FMLA  
1827 time has expired, will no longer be guaranteed their position, but may  
1828 return at the sole discretion of the Department Director if a job is still  
1829 available.  
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- 1831 b. Employee's granted personal leave shall contact their supervisor or  
1832 department manager two (2) weeks prior to expiration of granted personal  
1833 leave in order to facilitate the reinstatement process.

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- c. Employees that do not contact their supervisor or department manager and do not return to work upon expiration of granted personal leave will be considered absent without leave. Absence without leave for three (3) consecutive workdays is considered that the employee has resigned and will be handled as such. Absence without leave for less than three (3) days can be grounds for disciplinary action, in accordance with Town policy.
  - d. The Town will make a reasonable effort to return the employee to their former position or a similar position in the same classification in another department, if possible. If no opening exists, the employee may apply for any open posted positions that become available or for which they are qualified.
5. No leave of absence without pay will be granted to permit an employee to work at another job or conduct a business.

**ARTICLE 33**

**LONGEVITY**

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1. Subject to the requirements of Section 2, below, employees hired into a position covered by the Rank and File Collective Bargaining Agreement on October 1, 1982, or thereafter, the following longevity payment shall be paid:

<u>Length of Service</u>	<u>Longevity Payment</u>
72 - 119 months	\$ 1,000
120 - 180 months	1,500
181 or more months	2,000

2. Employees who never held a position covered by the Rank and File Collective Bargaining Agreement, or who were not otherwise eligible for this longevity benefit prior to the ratification date of the 2014-2017 Agreement, shall be eligible, prospectively, for the above noted longevity payments provided in Section 1, effective after the ratification date of the 2014-2017 Agreement.

**ARTICLE 34**

**STRIKES, LOCKOUTS**

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1. The Union will not participate in a strike against the Town nor will the Union instigate or support a strike.
2. The Town shall not authorize, initiate, or support a lockout.

**ARTICLE 35**

**LABOR MANAGEMENT-COMMITTEE**

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A Labor Management committee to focus on productivity and related Fire Department problems will meet with the Fire Chief or designee at least once every six (6) months to discuss areas of mutual concern. Composition of the Committee will be agreed upon by both the Fire Chief or designee and Union.

**ARTICLE 36**

**REOPENER CLAUSE**

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By mutual consent this contract may be reopened with thirty (30) days notice to discuss specific issues, which will be agreed upon mutually by both parties prior to commencement of negotiation.

**ARTICLE 37**

**MILITARY LEAVE**

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Military leave shall be granted in accordance to Federal and State laws.

**ARTICLE 38**

**PERSONAL LIABILITY PROTECTION**

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Where the Town may legally do so, the Town shall furnish to members covered by this Agreement liability insurance and/or benefit of legal defense in accordance with Florida State Statutes.

**ARTICLE 39**

**CREATION OF NEW POSITIONS**

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In the event a new classification position is created and added to the bargaining unit by PERC, the Town and the Union will meet and negotiate for the wages, hours, and terms and conditions of employment for said new position.

**ARTICLE 40**

**WAGES**

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1. COLA increases for each year of this 2017-2020 Agreement, as set forth below, will become effective on the first day of the first full pay period after the dates listed below:

- a. Ratification date of this 2017-2020 Agreement: 2.5% COLA increase
- b. April 1, 2019: 2.5% COLA increase
- c. April 1, 2020: 3.0% COLA increase

The new pay range for the Fire Inspector Supervisor (FIS) position that is attached to this Agreement as part of Appendix B shall become effective in the first full pay period on or after the ratification date of this 2017-2020 Agreement, and the employee in the Fire Inspector Supervisor position will then be placed into Step 9 of that new FIS pay range.

2. Advancement from step to step on the employee's evaluation date (October 1st) will be conditioned upon a satisfactory or better performance evaluation, provided however, that no employee shall exceed or advance past the maximum step in the pay plan. Any employee promoted into this Supervisory Unit after the ratification date of this 2017-2020 Agreement will keep his/her promotion date as his/her anniversary/evaluation instead of that evaluation date being changed to October 1<sup>st</sup>. Step increases shall become effective in the first full pay period that starts on or after the employee's applicable evaluation date. Employees failing to achieve a satisfactory or better evaluation will be reevaluated after an additional three months. If performance is satisfactory or better on this next evaluation, an increase will be granted at that time, but it will have no retroactive application. In the event this next evaluation is not satisfactory or better, the employee will not receive an increase. In the event the Town does not provide an employee with a timely evaluation and the employee's evaluation is satisfactory, an increase will be granted retroactive to the employee's evaluation date. Probationary employees hired/promoted into this Unit before the ratification date of this 2017-2020 Agreement shall be eligible for their first step increase in the attached pay plan on the October 1<sup>st</sup> evaluation date that follows the employee's successful completion of the twelve (12) month probationary period provided in Article 27 (Probationary Employees).

However, in no event will any employee advance higher than the maximum step within the salary range.

3. Battalion Chiefs who are reassigned from a 24/48-hour shift assignment to a forty (40) hour work week shall be paid based on the corresponding step number in the "Battalion Chiefs (Days)" 40-hour pay plan (See Appendix B—meaning, for example, a Battalion Chief paid in step BC/7 while in the 24/48 hour shift assignment will be paid

- 1969 per step BCD/7 while assigned to the 40 hour work week), which represents a 10%  
1970 salary increase while working in that 40 hour assignment.  
1971  
1972 4. Any employee who is selected for promotion within sixty (60) days of the employee's  
1973 evaluation date when a step increase otherwise would have been due to that employee,  
1974 then the promoted employee will be advanced the step in the pay grade for the lower  
1975 position before the applicable promotional pay increase is applied.

**ARTICLE 41**

**PAYROLL ERRORS**

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1. Any error in an employee's payroll check of \$250.00 or more shall be brought to the attention of the Fire Chief or his/her designee. If the error is not due to the negligence of the employee, the Town shall issue a check to the employee for the amount in error within three (3) working days after the proper notification is made by the employee. At the employee's option, this correction may be made on the following payroll check. Any errors amounting to less than \$250.00 shall be corrected on the following payroll check.

**ARTICLE 42**

**PRIVATE DUTY DETAIL**

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Any employee member who may be injured while on an assigned private duty detail shall be entitled to the same rights, privileges, and benefits as if he were injured while performing his duties for the Town of Davie, provided the Davie Fire Department has made the assignment.

Employee(s) assigned to private duty details shall be compensated at the same rate paid to employees covered by the Rank and File unit agreement.

## ARTICLE 43

### DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY

1. The Town and the Union recognize that employee substance and alcohol abuse is a serious problem and has an adverse impact on Town government, the image of Town employees, the general health, welfare, and safety of Town employees, and the general public at large. Accordingly, the Town and the Union agree to the following drug-free and alcohol-free workplace policy that meets the Federal Drug Free Workplace Act and the Florida Drug-Free Workplace program. All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Random testing may be conducted pursuant to this Article and Article 50. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.
2. Unlawful manufacture, distribution, dispensation, selling or attempting to sell, purchase, possession or use of any controlled substances is prohibited both on duty and while off duty. Controlled substances include, but are not limited to amphetamines, barbiturates, cocaine, heroin, morphine, PCP, marijuana, hashish, and any other controlled substance listed in Schedules I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. 812. Possession of unauthorized drug paraphernalia while on Town property is also prohibited.
3. While the Town understands employees and applicants under a physician's care may be required to use prescription drugs, use of said drugs that is not in accordance with the prescription and/or manufacturer's recommendations or any other abuse of prescribed medications will be dealt with on a case by case basis.
4. When employees have reason to know that the use of a particular medication may limit or impair their ability to perform their job -- e.g., based upon a doctor's advice or a warning label on prescription medication -- they should so notify their supervisor.
5. All employees are prohibited from using, possessing, distributing, dispensing, manufacturing, or purchasing alcohol while on duty, while on Town property, or on any work site. Consumption of alcoholic beverage(s) while on duty, including lunch and break periods, is strictly prohibited. Employees are also prohibited from using or abusing alcohol off duty to the extent that such use or abuse tends to have an adverse effect on job performance or otherwise have an adverse affect on the Town's image or relationship with other employees or the public. Further, possession of alcoholic beverage(s) on Town property (inside lockers, in Town vehicles, etc.) is prohibited. This would exclude off-duty Town sponsored events such as picnics or Town parties and other exceptional circumstances (approved in advance in writing by the Town Administrator or designee), such as paramedics who possess alcohol for legitimate use. However, this does not relieve the employee

- 2047 from the responsibility of using moderation and judgment in the use of alcohol at all  
2048 times.  
2049
- 2050 6. Being under the influence of alcohol and/or drugs while on duty, including lunch  
2051 and break periods, is prohibited. "Under the influence" shall mean use or abuse of  
2052 those amounts of drugs, alcohol, or controlled substances which test at levels which  
2053 meet or exceed those set forth in Section 12 of this Article or for those substances  
2054 when no level is established in Section 12, which meet or exceed applicable federal  
2055 or state limits.  
2056
- 2057 7. The Town shall require an employee to submit to drug and/or alcohol testing  
2058 whenever it has reasonable suspicion that an employee is in violation of this policy.  
2059 Random testing may be conducted as provided in this Article and in Article 50 of  
2060 this collective bargaining agreement or in order to comply with a federal or state law  
2061 or regulation.  
2062
- 2063 8. For the purposes of reasonable suspicion drug/alcohol testing, "reasonable  
2064 suspicion" includes, but is not limited to, the following:  
2065
- 2066 A. Observable phenomena while at work, such as direct observation of drug use of  
2067 the physical symptoms or manifestations of being under the influence of a  
2068 drug, controlled substance or alcohol;  
2069
- 2070 B. Abnormal conduct or erratic behavior while at work or a general deterioration  
2071 in work performance;  
2072
- 2073 C. A report of an employee using drugs, controlled substances or alcohol,  
2074 provided by a reliable and credible source;  
2075
- 2076 D. Evidence that an individual has tampered with a test administered under this  
2077 Article during his/her employment with the Town;  
2078
- 2079 E. Evidence that an employee has, during his/her employment, violated the  
2080 provisions of section 2, above.  
2081
- 2082 F. If there is a discrepancy with the medication/narcotic inventory (i.e. lost, missing  
2083 or a vial/carpujet is tampered with) that occurs on an employee's shift  
2084
- 2085 It is agreed that at least two (2) supervisors must agree that there is reasonable  
2086 suspicion to require an employee to submit to testing under this Article. The  
2087 employee will be ordered to submit to the drug and/or alcohol test by the Fire Chief  
2088 or designee. The supervisors who confirm that there is reasonable suspicion to  
2089 require an employee to submit to testing will reduce to writing the basis for their  
2090 determination(s) by the end of their shift.  
2091

2092 9. Any employee who tests positive for alcohol and/or controlled substances, or who  
2093 refuses to submit to testing, refuses to sign a consent form, fails to appear for testing,  
2094 fails to cooperate and/or successfully complete rehabilitation programs and any  
2095 required after-care programs, or tampers with the test specimen may be subject to  
2096 disciplinary action, up to and including termination.  
2097

2098 10. Testing for drugs or illegal substances shall be done through a blood and/or urine  
2099 analysis, intoxalysis, hair analysis, or other state or federally approved testing  
2100 method. Testing for alcohol will be done through a blood analysis or through an  
2101 intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other  
2102 substances where it is generally accepted by medical and/or toxicological experts  
2103 that testing for such substance is insufficiently accurate through urine samples or  
2104 where testing of the substances through blood samples provides substantially greater  
2105 accuracy. Urine samples shall be collected under supervision of the medical  
2106 laboratory personnel in the following manner:  
2107

2108 A. Urine sample collection will be unwitnessed unless there is reason to believe  
2109 that a particular individual may alter or substitute the specimen to be provided.  
2110

2111 B. Employees may inspect the container to be utilized for collection of the urine  
2112 sample and may request a substitute container.  
2113

2114 C. Employees may observe the labeling, sealing, and packaging for routing of  
2115 their urine samples by laboratory personnel.  
2116

2117 D. The laboratory shall maintain a record of the “chain of custody” or urine  
2118 specimens.  
2119

2120 In the event a urine specimen is tested as positive under the drug testing screen, as  
2121 specified below, a portion of that sample shall be subjected to gas  
2122 chromatography/mass spectrophotometry [GC/MS] testing. If the GC/MS  
2123 confirmation test also is positive, the employee may request a portion of the urine  
2124 sample to be supplied to a qualified laboratory for independent analysis, the cost of  
2125 which will be paid by the employee.  
2126

2127 11. Drugs, their metabolites, alcohol and other substances for which the Town will  
2128 screen an employee’s urine and/or blood sample include, but are not limited to the  
2129 following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine  
2130 metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydro-  
2131 cannabinol-9- carboxylic acid), methaqualone, methadone, opiates, and  
2132 phencyclidine, and propoxyphene. All testing shall be done by a state or federally  
2133 approved laboratory with expertise in toxicology testing and methodology. All  
2134 positive test results shall be evaluated by a certified toxicologist. All samples which  
2135 test positive on a screening test shall be confirmed by gas chromatography/mass  
2136 spectrophotometry [GC/MS]. Employees shall be required to document their legal  
2137 drug and/or substance use, as required by the laboratory. Test results shall be treated

2138 with the same confidentiality as other medical records (except that they may be  
2139 released to the Town, the Union [if applicable], in any proceedings held regarding  
2140 any disciplinary action on account of a positive drug test result, and to any  
2141 governmental agency).

2142  
2143 The levels used for employee drug tests, as presently set forth below, will be changed  
2144 from time to time to remain consistent with those levels set forth under the applicable  
2145 rules promulgated by the Florida Drug-Free Workplace Act (i.e., Rule 59A-24, Fla.  
2146 Admin. Code), as amended from time to time. Those drug test standard levels presently  
2147 are as follows:

2148	Drug/Metabolite Test	Screening Test	Confirmation
2149			
2150			
2151	Amphetamines	1000 ng/ml	500 ng/ml
2152	Barbiturates	300 ng/ml	150 ng/ml
2153	Benzodiazepines	300 ng/ml	150 ng/ml
2154	Cocaine	300 ng/ml	150 ng/ml
2155	Marijuana	50 ng/ml	15 ng/ml
2156	Methadone	300 ng/ml	150 ng/ml
2157	Methaqualone	300 ng/ml	150 ng/ml
2158	Opiates	2000 ng/ml	2000 ng/ml
2159	Phencyclidine	25 ng/ml	25 ng/ml
2160	Propoxyphene	300 ng/ml	150 ng/ml

2161  
2162 An employee will be considered to test positive for alcohol at the level equal to or  
2163 exceeding 0.04g%.

2164  
2165 Other drugs and substances listed in Schedule I through V of Section 202 of the  
2166 Controlled Substance Act, 21 U.S.C. 812 may be tested for the Town. In any event,  
2167 they will be tested according to the levels contained in state statutes or regulations,  
2168 and, if none exist, at levels according to generally accepted toxicology standards.

- 2169
- 2170 12. Each employee shall have the right to challenge the Town's adherence to the  
2171 contractual requirements of drug testing set forth herein in the same manner that the  
2172 employee may grieve any managerial decision.
- 2173
- 2174 13. The Town, in its discretion, may discipline an employee for drug and/or alcohol  
2175 use/abuse and/or the Town may offer rehabilitation to the employee. It is  
2176 recognized that the Town must make its determination as to whether to discipline  
2177 and/or attempt to rehabilitate an individual who tests positive for being under the  
2178 influence of alcohol, drugs or illegal substances on a case-by-case basis. If the  
2179 Union believes the Town has acted arbitrarily and capriciously in its determination  
2180 of whether to recommend rehabilitation of an employee, the Union may grieve the  
2181 Town's decision. In the event the Town offers to rehabilitate an employee, the  
2182 Town may place the employee on administrative leave without pay. If the employee  
2183 so elects, the employee will be permitted to utilize accrued leave during his or her

2184 period of rehabilitation. An employee who fails to complete the entire rehabilitation  
2185 program, including follow-up care, may be terminated. Also, in the event the Town  
2186 elects to rehabilitate an employee, the Town is only obligated to offer rehabilitation  
2187 to an employee one time and future “relapses” may be dealt with by immediate  
2188 termination.  
2189

2190 14. If the Town offers an employee the opportunity to enter into a drug or alcohol  
2191 rehabilitation program, the Town may require the employee to execute any and all  
2192 appropriate consent/release forms so that the Town can certify that the employee is  
2193 enrolled in the program, is completing it, has completed it successfully, and/or is  
2194 attending any after-care program. The Town may require an employee to submit to  
2195 random testing for up to five (5) years after the employee returns to work. All  
2196 counseling or treatment provided for in this policy is to be at the employee’s  
2197 expense, however nothing shall preclude the employee from submitting his or her  
2198 expenses for reimbursement in accordance with any appropriate medical plan  
2199 sponsored by the Town.  
2200

2201 15. It is the responsibility of each employee who observes or has knowledge of another  
2202 employee in a condition which the employee is or appears to be impaired in the  
2203 performance of his or her job duties or who presents a hazard to the safety and  
2204 welfare of others or is otherwise in violation of this policy, to promptly report the  
2205 fact to his or her immediate supervisor. Any employee who, in good faith based on  
2206 reasonable suspicion, reports an alleged violation of this policy, or any supervisory  
2207 or managerial employee who investigates or takes action in good faith based on  
2208 reasonable suspicion, shall not be harassed, retaliated against, or discriminated  
2209 against in any way for making reports or participating in any investigation or action  
2210 based thereon.  
2211

2212 16. Any employee who is convicted of a criminal drug statute violation, or of any law  
2213 involving driving a motor vehicle while intoxicated on or off the job may be subject  
2214 to immediate disciplinary action, up to and including termination. As used herein,  
2215 the term “convicted” means a plea of guilty, a plea of “nolo contendere,” or a  
2216 finding of guilty (regardless of whether adjudication is withheld) by any judicial  
2217 body charged with the responsibility to determine violations of federal, Florida or  
2218 any other state criminal drug statute or law concerning driving while intoxicated.  
2219

2220 17. Any employee who is arrested, charged and/or convicted of a criminal drug statute  
2221 violation, or of any law concerning driving while intoxicated on or off the job must  
2222 so notify the Town’s Fire Chief, or ensure that the Fire Chief is notified no later than  
2223 two (2) business days following such arrest, charge or conviction. It is the  
2224 responsibility of the Town to notify any federal agency with which the Town has a  
2225 contract or grant as a condition of employment involving any employee convicted of  
2226 any criminal drug statute for a violation occurring in the workplace within ten (10)  
2227 days after receiving notice by the employee or by any other party.  
2228

- 2229 18. Pursuant to an on-going drug and alcohol awareness program, the Town will  
2230 periodically inform employees, formally and/or informally, of the dangers of drug  
2231 and alcohol abuse in the workplace, the Town's policy of maintaining a drug-free  
2232 and alcohol-free workplace, available drug and alcohol counseling, rehabilitation  
2233 and assistance programs, and that violation of the Town's policy may result in  
2234 disciplinary action, up to and including termination.  
2235
- 2236 19. This policy will be posted in all fire stations and issued to all employees for  
2237 placement in their employee manual.  
2238
- 2239 20. An employee who refuses drug or alcohol testing may be subject to disciplinary  
2240 action up to and including termination.  
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2242  
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**ARTICLE 44**

**RANDOM DRUG, ALCOHOL, AND TOBACCO TESTING**

1. Random testing may be conducted pursuant to Article 49 and Article 53 of this agreement. It is a condition of employment that all employees abide by the Town's drug-free and alcohol-free workplace policy indicated in Article 49 and the no smoking policy indicated in Article 53. All current and future applicants and employees are covered by these policies and provisions and, as a condition of employment, are required to abide by the terms of these policies and provisions.
2. Random drug and alcohol testing will be conducted pursuant to the Florida Drug-Free Workplace program.
3. Selection of employees to be randomly drug and alcohol tested will be performed by an independent entity utilizing software accepted by the Federal Department of Transportation (DOT). Employees covered by this Agreement shall be included in the mix of names/numbers of the employees covered by the Rank and File unit agreement for purposes of potential selection as part of the random drug testing selection process.
4. Employees will be randomly tested on the day their name is selected if the selected employee is on duty that day. If an employee is not on duty the day that the employee's name is selected for random testing, the selected employee will be tested on the next day on which the employee is on duty. Said employee will not be told that his or her name had been selected until the next day on which the employee is on duty. If the selected employee is not tested on the next day on which the employee is on duty, the employee will not be tested on this occasion. The employee may be randomly selected for testing on another occasion.

**ARTICLE 45**

**LOCAL 2315 RETIREE BENEFIT FUND**

Members of this bargaining unit who are or were promoted to the rank of Battalion Chief from the Rank and File bargaining unit shall be eligible to participate in the Local 2315 Retiree Benefit Fund under the terms provided in the collective bargaining agreement between the Town and the IAFF's Rank and File bargaining unit. Effective October 1, 2014, all members of this bargaining unit shall be eligible to participate in the Local 2315 Retiree Benefit Fund under the terms provided in the Rank and File collective bargaining agreement. Aside from the limitations contained herein, any and all other eligibility requirements or benefits established by or provided through the Retiree Benefit Fund will be determined by the Board of Trustees of the Retiree Benefit Fund.

**ARTICLE 46**

**ASSIGNMENTS**

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2294 1. All station and shift assignments will be at the sole discretion of the Fire Chief or  
2295 designee.  
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2297 2. Administrative assignments shall be assigned by the Fire Chief or designee as  
2298 needed.  
2299

2300 **SPECIAL TEAM ASSIGNMENTS**

- 2301  
2302 1. Davie Fire Rescue Department employees assigned to “special” teams, such as the  
2303 Dive Team; the composition, number of members, and team title of which shall be  
2304 determined by the Fire Chief or designee: Two percent (2%) for each team and,  
2305 effective on the first full pay period in October 2007, increase one percent (1%) per  
2306 continuous year of experience on an individual team up to a maximum of five  
2307 percent (5%) per team with a maximum limit of incentive pay for two (2) teams.  
2308  
2309 2. All Specialty Team assignments shall be at the sole discretion of the Fire Chief or  
2310 designee. The total number of members assigned or Specialty team make-up shall  
2311 be at the sole discretion of the Fire Chief or designee. The Fire Chief or designee  
2312 has the sole discretion to assign, remove or replace a member of a Special Team.  
2313  
2314

**ARTICLE 47**

**NO SMOKING POLICY**

All bargaining unit members hired on or after October 1, 1990, shall abstain from the use of tobacco products at all times during the period of their employment with the Town both on and off duty. Failure to comply with this provision shall result in disciplinary action up to and including dismissal.

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**ARTICLE 48**

**DURATION OF AGREEMENT**

After a majority vote of those bargaining unit employees voting on the question of ratification, and thereafter upon its ratification by the Town Council and authorization for the Mayor to sign the Agreement on behalf of the Town, then the Agreement, upon being signed by the appropriate Union representatives, the Town Administrator, and Mayor, shall become effective.

This agreement shall continue in force and effect from the date of Council approval until 11:59 p.m., September 30, 2020, the parties agree that no later than May 31, 2020, the parties shall meet, confer, and exchange initial proposals on all articles the parties wish to open for negotiations. Failure to submit an initial proposal shall not preclude a party from opening additional articles at a later date. If a new agreement is not reached upon expiration of this current agreement, this agreement shall continue in effect until a new agreement is signed.

All Letters of Understanding entered into between the Town and the IAFF prior to the signing of this collective bargaining agreement shall be null and void.

This agreement is signed \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Joseph Piccolo, President, Local 2315

\_\_\_\_\_  
Judy Paul, Mayor

\_\_\_\_\_  
Supervisory Unit  
Representative, Local 2315

\_\_\_\_\_  
Richard J. Lemack,  
Town Administrator

APPENDIX A

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APPENDIX B

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