



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF DAVIE, FLORIDA

-And-

DAVIE PROFESSIONAL FIRE FIGHTERS

LOCAL 2315 AFL-CIO

SUPERVISORY UNIT

October 1, ~~2017~~ 2014 – September 30, ~~2020~~ 2017

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2 **ARTICLE 1**

3 **RECOGNITION**

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- 5
- 6 1. The Town of Davie (the “Town”) hereby recognizes the Davie Professional
7 Firefighters, Local 2315, IAFF (the “Union”), as exclusive bargaining representative
8 of all employees in its Fire Rescue Department holding the Town of Davie
9 “Supervisory” job classifications of Battalion Chief and Fire Inspector Supervisor.
10
- 11 2. This Agreement shall refer to the Union members covered by the terms of this
12 “Supervisory Unit” agreement as “employees” or “members”, and cross references
13 may also be made in this Agreement to the collective bargaining agreement between
14 the Town and the IAFF bargaining unit that covers other Rank and File unit
15 employees.
16
- 17 ~~3. The parties agree to submit a joint petition to the Public Employees Relations~~
18 ~~Commission through which the parties shall agree to a Unit Clarification based upon~~
19 ~~their agreement that the classification of Fire Rescue Captain shall be/has been~~
20 ~~eliminated.~~
21
- 22 ~~4. Based upon the decision to eliminate the Fire Rescue Captain position (in the Rank~~
23 ~~and File Unit) and replace that position with Battalion Chief positions, the parties~~
24 ~~have agreed that the six (6) employees in the former Fire Rescue Captain position~~
25 ~~shall be promoted to a Battalion Chief position within thirty (30) days of the~~
26 ~~ratification date of this 2014-2017 Agreement.~~
27
- 28 ~~5. The parties also agree that based on the unique circumstances regarding the~~
29 ~~elimination of the Fire Rescue Captain position (in the Rank and File Unit) and the~~
30 ~~subsequent promotion of the employees in that position to the Battalion Chief~~
31 ~~positions covered by this Agreement, any of these six (6) employees who are not~~
32 ~~initially placed in the maximum step in the new Battalion Chief pay plan (Exhibit A);~~
33 ~~shall be eligible for a step increase (as provided in Article 46, Section 2) as of October~~
34 ~~1, 2015, even though the initial twelve (12) month probationary period of those~~
35 ~~employees may not have expired.~~
36
- 37 ~~6. The parties also agree that any employee in the Fire Rescue Captain position who~~
38 ~~does not have at least an A.S. Degree in Fire Science/EMS or closely related field, as~~
39 ~~determined by the Fire Chief or designee on the date the employee is promoted to~~
40 ~~Battalion Chief shall obtain an A. S. Degree in Fire Science/EMS or closely related~~
41 ~~field, as determined by the Fire Chief or designee, within twenty-four (24) months of~~
42 ~~the date of the employee’s promotion to Battalion Chief or the employee shall be~~
43 ~~subject to demotion to the position held before Fire Rescue Captain for failure to meet~~
44 ~~this mandatory educational requirement, and the parties agree that a demotion for this~~
45 ~~reason shall not be subject to the grievance procedure or any other appeal or challenge~~
46 ~~in any forum.~~
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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.
7. The Union will provide management with a list of all duly elected and appointed representatives.

ARTICLE 5

MANAGEMENT RIGHTS

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- 116 1. The Union recognizes and agrees that the Town has and will continue to retain,
117 whether exercised or not, the right to operate and manage its affairs in all respects
118 except as modified or limited by this agreement; and the powers or authority which the
119 Town has not officially abridged, delegated or modified by the express provisions of
120 this agreement are retained by the Town. The rights of the Town, through its
121 management officials, shall include but shall not be limited to the right to determine
122 the organization of Town Government; to determine the purpose of each of its
123 constituent departments; to exercise control and discretion over the organization and
124 efficiency of operations of the Town and its Fire Department; to set standards for
125 services to be offered to the public; to direct the employees of the Town; to determine
126 create, and establish Town of Davie job classifications and specifications; to determine
127 the method and means for selection for initial hire and for promotions; schedule
128 employees in positions with the Town; to suspend (suspensions which are less than or
129 equal to forty eight (48) hours for shift employees or forty hours (40) for non-shift
130 employees cannot be grieved beyond the Town Administrator step of the grievance
131 procedure; suspensions which are greater than forty eight (48) hours for shift
132 employees or forty (40) hours for non-shift employees, may be grieved and arbitrated
133 but shall be reviewed based on an arbitrary and capricious standard); to demote and
134 discharge for just and proper cause; to increase, reduce, change, modify or alter the
135 composition and size of the work force, including the right to relieve employees from
136 duties because of lack of work or funds; to determine the location, methods, means
137 and personnel by which operations are to be conducted to establish, modify, combine
138 or abolish positions; to change or eliminate existing methods of operation, equipment
139 or facilities; to take whatever action(s) may be necessary to carry out the mission of
140 the Town or its Fire Department in emergency situations. However, the exercise of
141 such rights shall not preclude employees or their representatives from raising
142 grievances, should decisions on the above matter have the practical consequence of
143 violating the terms and conditions of this agreement.
144
 - 145 2. The Town has the sole authority to determine the purpose and mission of the Town, to
146 prepare and submit budgets to be adopted by the Town Council. Those inherent
147 managerial functions, prerogatives and policy-making rights which the Town have not
148 expressly modified or restricted by a specific provision of this agreement are not in
149 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 two~~ 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 ~~effected~~ 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.

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

UNION BUSINESS

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- 215 1. One (1) member of the Union negotiating team shall be allowed time off for all
216 negotiations which shall be mutually set by the Town and the Union.
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 - 218 2. The Town shall permit one (1) Union representative time off to discuss working
219 conditions with Town officials, attend grievance hearings, and consult with Town
220 officials, (including attendance at all labor management meetings) at a time mutually
221 agreeable. In the event that more than two (2) members (inclusive of both Units) are
222 granted time off (when operationally feasible) for a meeting under this section,
223 that/those additional member(s) shall be paid ~~This can be accomplished~~ using the
224 union time pool.
225
 - 226 3. In the case where a Pension meeting or official pension conference/training is scheduled
227 during an employee's work hours, the Town shall permit up to two (2) members of the
228 Pension Board of Trustees (inclusive of the employees in this Supervisory Unit and
229 employees in the Rank and File bargaining unit) to attend with no loss of pay for up to a
230 maximum of four (4) shifts per year for 48-hour employees or 10 days (80 hours) for 40
231 hour employees.
232
 - 233 4. Union Time Pool:
234
 - 235 A. Active members in good standing shall contribute sick or vacation leave to the
236 Union Time Pool when the executive board deems it necessary. Forty-eight
237 (48) hour employees shall contribute up to four (4) hours at a time (maximum
238 twelve (12) hours per year). Forty (40) hour employees shall contribute up to
239 one (1) hour at a time (maximum four (4) hours per year). Donated time will
240 be recorded by the Town as dollar value in and dollar value out. The value of
241 each contribution shall be determined by the employee's current rate of pay at
242 the time of each assessment.
243
244 New members of the Union shall have three (3) months to comply with the
245 initial assessment to the Union Time Pool. The assessment for new members
246 shall be as follows: forty-eight (48) hour employees, six (6) hours of sick or
247 vacation time; forty (40) hour employees, two (2) hours of sick or vacation
248 time. The three (3) month grace period shall commence upon the date of the
249 employee's induction into the Union.
250
251 In no event may the Union Time Pool exceed the dollar value of 1440 hours or 60
252 shifts of Battalion Chief's ~~Captain's~~ base pay at the prevailing maximum pay
253 grade hourly rate.
254
 - 255 B. Authorization by the Union President or designee for the employee to use the
256 Union Time Pool must be submitted in writing before such assignment is

257 effective. Under normal circumstances, the Union shall provide the Town with
258 at least ~~twenty-four (24)~~ fourteen (14) hours' notice before utilizing the Union
259 Time Pool. The Union Time Pool shall be used to reimburse the Town for
260 hours worked by employees replacing those employees utilizing the Union
261 Time Pool. If the replacement employee receives overtime pay, the Union
262 Time Pool shall be charged one and one-half hours for every hour worked by
263 the replacement employee. If necessary, employees utilizing the Union Time
264 Pool shall be paid by the Town in accordance with the overtime procedures set
265 forth in Article 32 of this Agreement and replaced by the Town in the same
266 manner that the Town fills any other absence causing overtime.

267
268 Up to ~~three (3)~~ five (5) members of the Union (inclusive of the employees in
269 this Supervisory Unit and employees in the Rank and File bargaining unit), as
270 designated by the President, shall be allowed time off to attend the Union's
271 State Convention utilizing the Union Time Pool. Each delegate shall be
272 allowed to take off two (2) shifts during each fiscal year.

273
274 Up to ~~three (3)~~ five (5) members of the Union (inclusive of the employees in
275 this Supervisory Unit and employees in the Rank and File bargaining unit), as
276 designated by the President, shall be allowed time off to attend the Union's
277 International Convention utilizing the Union Time Pool. Each delegate shall
278 be allowed to take off two (2) shifts once every two (2) years.

279
280 Up to ~~two (2)~~ five (5) members who are designated Union representatives
281 (inclusive of the employees in this Supervisory Unit and employees in the
282 Rank and File bargaining unit), as designated by the President, shall be allowed
283 up to ~~three (3)~~ five (5) hours of time off to attend a regular monthly general
284 Union membership meeting utilizing the Union Time Pool.

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286 Use of Union Time Pool shall be subject to approval of the Fire Chief and or
287 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

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336 1. An employee shall receive full pay while on jury duty if it is a scheduled work shift.
337 The employee will return to the Town any money received from the court for jury
338 duty, exclusive of mileage money, while such jury duty is performed during a normal
339 scheduled shift of duty. Should the employee be dismissed from jury duty during
340 work hours on a normally scheduled work day, the employee shall report to work and
341 immediately notify their immediate supervisor or if not available, the next supervisor
342 in the chain of command. If an employee is scheduled for jury duty on the morning
343 after a normally scheduled work day that employees shall be released from duty at
344 8:00 PM the night before reporting to jury duty without loss of pay or benefits.
345 Members who receive a summons for jury duty shall promptly turn in to the
346 Department a copy of the summons as soon as received and a copy of the Certificate
347 of Attendance from the Court Clerk at the completion of their duty.
348
349 2. If an employee is scheduled to work a shift swap, the employee shall make a
350 documented attempt with the court system process to reschedule their jury duty. If the
351 attempt is denied by the court system or extenuating circumstances exist, the town
352 shall provide coverage for the employee to be released from duty during the scheduled
353 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. ~~Effective upon the ratification date of this 2014-2017 Agreement,~~ a 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.

379 **ARTICLE 13**

380 **GRIEVANCE PROCEDURE**

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383 1. In a mutual effort to provide harmonious working relations between the parties, the
384 following procedure shall apply to the resolution of grievances, misunderstandings, or
385 disputes between the parties. Any grievance, dispute or complaint alleging a violation
386 of this agreement or involving the interpretation or application of this agreement shall
387 be resolved through the following procedure.

388
389 2. Grievances involving suspensions which are less than or equal to forty-eight (48)
390 hours for shift employees or forty (40) hours for non-shift employees may be
391 processed only through Step 2 of the grievance procedure, where the parties agree that
392 the decision of the Town Administrator shall be final and not subject to further review
393 or appeal. Other disputes or misunderstandings between the parties (which do not
394 allege a violation of this agreement or involve the interpretation or application of this
395 agreement) may be processed only through Step 2 of the following procedure. The
396 use of this procedure to resolve such disputes and misunderstandings shall be optional
397 and shall not be considered a condition precedent to the institution of legal
398 proceedings or other remedies which may be available to or pursued by the Union or
399 an employee.

400
401 Step 1 The aggrieved employee or the Union shall present a written grievance to the
402 Fire Chief or designee, Monday through Friday from 8:30 a.m. to 4:30 p.m., within
403 fifteen (15) calendar days within the time the grievant or the Union knew or should
404 have known about the occurrence giving rise to the grievance. A Union representative
405 shall always be present at any time the Town discusses a grievance with a grievant.
406 The Fire Chief or designee may seek the assistance of any other individual who may
407 be qualified to offer assistance or information which will aid the Chief in reaching a
408 mutually equitable decision. The Chief or designee shall attempt to adjust the matter
409 and shall respond in writing to the employee and the Union within fifteen (15)
410 calendar days of receipt of the grievance.

411
412 Step 2 If the grievance has not been satisfactorily resolved, the Union or the aggrieved
413 employee shall present such written grievance to the Town Administrator, or designee,
414 within ten (10) calendar days from the date of the response in Step 1.2. The Town
415 Administrator, or designee, shall meet with the employee and the Union representative
416 within fifteen (15) calendar days, from the receipt of the written grievance and render
417 a decision within fifteen (15) calendar days, from the meeting. The decision of the
418 Town Administrator shall be final and binding for any disciplinary action that is less
419 than or equal to a forty-eight (48) hour suspension for shift employees or a forty (40)
420 hour suspension for non-shift employees (or lesser discipline), and such grievances
421 shall not be subject to arbitration or further review or appeal.

422
423 Step 3 If the grievance has not been satisfactorily resolved, the Union may, within
424 twenty (20) calendar days from receipt of the Step 2 response submit the grievance to

- 425 arbitration by filing a written request for a panel of arbitrators with the Federal
426 Mediation and Conciliation Service (FMCS) and providing the Town with a copy of
427 such request. The Union shall have the exclusive right to proceed to arbitration on
428 behalf of its members. The award of the arbitrator shall be final and binding on both
429 parties.
430
- 431 3. All deadlines may be extended upon mutual agreement of the Town and the Union.
432 Deadlines shall be extended automatically upon a Town declared State of Emergency.
433 Failure of the Town to make a decision within the time limits at each step shall be
434 deemed a denial and the grievance may proceed to the next step.
435
- 436 4. The cost for the services of arbitrator shall be borne by the losing party. Either party
437 to this agreement desiring transcripts of arbitration hearings shall be responsible for
438 the cost of such transcripts.
439
- 440 5. In the event either party claims a dispute is non-arbitrable, the arbitrator's ruling shall
441 first address that issue. If the arbitrator deems the issue non-arbitrable, then no ruling
442 on the merits shall be issued.
443
- 444 6. For grievances challenging a suspension which is greater than forty-eight (48) hours
445 for shift employees or greater than forty (40) hours for non-shift employees, the
446 arbitrator shall determine whether the management decision was arbitrary and
447 capricious. Only grievances challenging a demotion or discharge shall be reviewed by
448 an arbitrator utilizing the just and proper cause standard.
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451 **ARTICLE 14**

452 **PROTECTIVE CLOTHING, EQUIPMENT, AND UNIFORMS**

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

- 458
459 1 - Bunker Coat with liner
460 1 - Pair of Bunker Pants with liner
461 1 - Pair of firefighter type suspenders, color optional
462 1 - Eye protection
463 1 - Fire helmet
464 1 - Pair of five-finger, full protection type fire gloves
465 Flashlight of high quality, heavy duty (sufficient number for
466 personnel on duty)
467 1 – Self-contained breathing apparatus/sufficient number
468 for personnel on duty
469 1 – Pair Bunker boots (short)
470 1 - Head protector/hood
471 1 – SCBA face mask
472

473 All SCBA equipment shall be maintained and/or repaired by trained personnel.
474

475 Pursuant to NFPA standards, the Authority Having Jurisdiction (AHJ), (Fire
476 Chief or designee) shall ensure that protective clothing and equipment is
477 supplied to provide protection from those hazards that personnel are exposed to
478 or could be exposed to; furthermore, shall ensure that equipment commensurate
479 with the respective operational capabilities for all fire rescue operations
480 including, but not limited to, technical search and rescue incidents and training
481 exercises, is provided.
482

483 Employees may purchase additional personal or safety equipment (NFPA
484 approved, if applicable) with written approval from the Fire Chief or designee
485 for use in their official position with the Town of Davie.
486

- 487 2. The Town shall furnish the following uniforms to each employee:
488

- 489 A. Four dress shirts [consisting of three (3) short sleeve and (1) long
490 sleeve].
491 Five pairs of pants [consisting of four (4) work pants and one (1) dress
492 pants]
493 One cold weather jacket
494 Five undershirts
495 One ball cap
496 One uniform belt

- 497 One pair work shoes (with steel or composite toe protection)
498 One pair of dress shoes
499
500 B. The Town shall supply required badges, shields, insignias, patches and
501 emblems as determined by the Fire Chief or designee.
502
503 C. Only items determined by the Fire Chief or designee may be worn
504 while in uniform.
505
506 D. The Town shall pay or supply a cleaning agency for uniforms.
507
508 3. All of the above listed protective clothing, equipment and uniforms shall be
509 repaired or replaced by the Town as needed.
510
511 4. Employees will be responsible for reimbursing the Town for the cost of
512 replacement, less insurance proceeds, of protective clothing, equipment and
513 uniforms lost, damaged or destroyed due to gross negligence of the employee.
514 Nothing in this article shall excuse an employee from responsibility for any
515 and all equipment or materials which are issued or assigned to the employee on
516 a regular or temporary basis which is lost, damaged or destroyed due to
517 negligence.
518
519 The Fire Chief or designee shall inspect the protective clothing and above
520 listed equipment at least every twelve (12) months.
521
522 5. Effective upon the ratification of this 2017-2020 Agreement, the following
523 terms shall apply to lost or damaged wrist-watches and to damaged
524 prescription eyeglasses:
525
526 a. Wrist-watches damaged or lost through no fault of the employee shall be
527 repaired or replaced at a cost not to exceed \$50 (limited to one time per
528 fiscal year).
529 b. Prescription eyeglasses damaged through no fault of the employee, shall be
530 repaired or replaced at a cost not to exceed \$150 per incident, less any
531 amount covered by insurance and limited to one (1) time per fiscal year.
532 c. Payment is not available for any item damaged due to the employee's
533 negligence, which determination shall be made in the sole discretion of the
534 Fire Chief, or designee. In addition, the determination as to the current
535 value of any damaged item (for purposes of reimbursement or repayment
536 by the Town) shall be made in the sole discretion of the Fire Chief, or
537 designee. The Fire Chief's decision may be appealed to the Town
538 Administrator or designee whose determination shall be final. Decisions
539 related to reimbursement or replacement under this Article shall not be
540 subject to the grievance/arbitration process.
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544 **ARTICLE 15**

545 **DEPARTMENTAL ORIENTATION AND TRAINING**

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- 548 1. The Town will provide Orientation Training to all new employees covered by
- 549 this agreement, addressing, but not limited to:
- 550
- 551 a. Working hours and schedules.
- 552 b. Pay schedules.
- 553 c. Town provided benefits (i. e., insurance, retirement, sick days, etc.).
- 554 d. Department Rules & Regulations/Policies, ~~and~~ Town Policies, SOPs and
- 555 SOGs.
- 556 e. Purpose and objectives of the Fire Department.
- 557 f. Statutory obligations of Firefighters.
- 558 g. Educational opportunities with the Town.
- 559 h. Fire Department organization and structure (Chain of Command, job
- 560 descriptions and responsibilities).
- 561 i. Apparatus and equipment familiarization (to include "Hands On" training
- 562 with hose, tools, etc.).
- 563 j. Other topics deemed necessary by the Fire Chief or designee.
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ARTICLE 16

SAFETY COMMITTEE

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.

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.

606 **ARTICLE 18**

607 **SENIORITY**

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- 610 1. It is agreed that seniority shall be applicable for all members of this Unit and shall
- 611 mean employment in the classified service which is uninterrupted except for
- 612 authorized leaves of absence. Time lost due to leaves of absence shall not be included
- 613 in the determination of length of continuous service except where limited by law.
- 614
- 615 2. Authorized paid leaves of absence shall be included as part of continuous service.
- 616
- 617 3. Current and accurate seniority rosters, based on time in rank and time in service, shall
- 618 be maintained and posted for all positions. Seniority shall be utilized in selection of
- 619 vacation but not for "Kelly Days". Seniority shall be determined in the following
- 620 order:
- 621
- 622 A. Rank
- 623 B. Length of time in rank
- 624 C. Length of service in a Davie Fire Rescue Department job
- 625 classification(s) covered by this collective bargaining agreement.
- 626 D. For employees hired on the same date and in the same rank, seniority
- 627 shall be based ~~first upon score on the promotional exam and then the~~ the
- 628 date and time of original application.
- 629 E. For employees promoted on the same date, a tie in their seniority in that
- 630 promoted rank shall be based first upon the scores on the promotional
- 631 exam and then based upon the seniority held by each in the lower rank.
- 632
- 633
- 634 4. Layoffs shall be in reverse order of hiring in each job classification, last hired first laid
- 635 off. Employees will be placed on a recall list of the job classification from which they
- 636 are laid off for a period of one (1) year. Recall will be in reverse order of layoff.
- 637 Recall will be made by certified mail to the last address in the employee's record. The
- 638 employee must, within twenty (20) days of the certified receipt date, signify his
- 639 intention of returning to work to the office of the Chief and report within thirty (30)
- 640 days thereafter, and/or may be extended for a mutually agreeable period of time,
- 641 otherwise his name shall be automatically removed from the recall list. No new
- 642 employees will be hired until all laid-off employees on a recall list are recalled. Thirty
- 643 (30) days advance notice, or pay in lieu thereof, shall be given to each employee to be
- 644 laid-off.
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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 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 2/3 being received from Workers compensation may do so with approval from the Fire Chief or designee.

- 692 4. Time off from work under this Article shall be counted as time worked for purposes of
693 computing seniority. Sick and vacation time shall be earned for up to one (1) year
694 from the date of injury. All accruals during this time shall remain as if the employee
695 had never been injured.
696
- 697 5. In order to receive full pay from the Town, in the event that the employee has been
698 issued any workers' compensation check(s), the employee will be required to endorse
699 those checks, thus assigning payment to the Town.
700
- 701 6. In order for an employee to be eligible for full pay, s/he must return to work on a light
702 or limited duty basis if so ordered by the Town, providing a doctor releases the
703 employee to perform light or limited duty.
704
- 705 7. Light Duty - As a condition of receiving the supplement benefit set forth in paragraph
706 1, above, the Town may require the employee to perform light duty work subject to
707 the following conditions:
708
- 709 A. Light duty work shall be performed for the Fire Department or Town
710 and shall be duties the employee is physically and psychologically able
711 to perform, as determined by a physician. The work hours of light duty
712 will be determined by the Fire Chief or designee.
713
- 714 B. When approved by Fire Chief or designee, while working light duty,
715 the employee shall be permitted time off, with pay, to receive medical
716 care for said illness or injury.
717
- 718 8. The Town shall establish and implement a procedure for reporting incidents, when an
719 employee, in the performance of their duties, is required to perform rescue or provide
720 medical assistance. All employees shall comply with the injury, accident and/or
721 incident report requirements of the Town. The Town shall publish and make the
722 requirements available to all supervisors. Wherever possible all work-related injuries
723 shall be reported in writing before the end of the shift on which the injury occurred.
724
- 725 9. No employee who is able to return to his/her regular job, within one (1) year of date of
726 injury shall be refused reemployment or assignment to regular duty if vacancy exists
727 because s/he suffered an injury arising out of and in the course of his/her employment,
728 unless said employee is receiving the benefits provided in Section 1 of this Article,
729 Social Security disability benefits, or a disability pension. Leave on account of such a
730 disability shall not interrupt seniority and shall be counted as time worked for
731 purposes of computing seniority.
732
- 733 10. Employees who sustain a work related injury or are involved in a vehicle accident that
734 results in either bodily injury or more than \$250 in property damage may be required
735 to submit to a post-accident drug test pursuant to the Town's Worker's Compensation
736 Policy. Accidents resulting in less than \$250 in property damage may result in the
737 submission to a drug test under the provisions of this Agreement.
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ARTICLE 20

ENVIRONMENTAL CONDITIONS

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743 1. In recognition of the need of members of the Fire Department to have safe and
744 healthy living facilities while on duty, the Town hereby agrees to provide and
745 pay for full and complete facilities for storage, preparation and serving of
746 meals, lounges, lounge furnishings, bathrooms, beds and bunkrooms, bed
747 linens, and necessary paper products; dishes, flatware and glassware. The
748 facilities mentioned herein shall be of sufficient quantity to accommodate the
749 number of personnel assigned for each shift of duty, shall be of high quality,
750 equivalent to reasonable living conditions, and shall provide for adequate
751 separation for dressing and sleeping. The Town further agrees to provide these
752 facilities without cost to Union members. Further, the Town shall supply
753 janitorial maintenance supplies, including soaps and other cleaning and washing
754 products. Laundering of personal clothing other than firefighting clothing will
755 not be allowed.

756
757 All items specified above will be replaced by the Town when it is deemed
758 necessary by the Fire Chief. The Chief shall respond to written requests for
759 replacements within 30 days from the request. The Chief's decision may be
760 overturned or modified by an arbitrator only if it is determined that the Chief
761 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.

812 **ARTICLE 23**

813 **SHIFT EXCHANGE**

- 814
- 815
- 816 1. Shift exchanges are a privilege available to Battalion Chiefs in this unit and any
817 abuse of shift exchange will result in loss of that privilege. Shift exchanges shall not
818 interfere with training activities necessary for the maintenance of licenses or
819 certifications required for the employee's current job classification or specialty team
820 assignment. A Battalion Chief may exchange shifts with another Battalion Chief
821 upon receiving prior approval of the Chief or designee. Shift exchanges between
822 ranks shall be allowed upon prior approval by the Chief or designee, and the
823 employee must be qualified to perform the same duties. Qualification may include,
824 but not be limited to, medical certifications, specialty training, and the
825 ability/authorization to work out of classification/upgrades. The Chief or designee
826 shall have final discretion in determining if an employee is qualified to perform said
827 duties. ~~All employees covered by this Collective Bargaining Agreement shall be~~
828 ~~limited to the initiation of six (6) shift exchanges per fiscal year. The employee who~~
829 ~~initiates or requests the shift exchange shall be the employee charged with that shift~~
830 ~~exchange as one of his or her six (6) shift exchanges. The employee responding to a~~
831 ~~requested shift exchange shall not be charged with having used one of his or her six~~
832 ~~(6) shift exchanges when working for the employee requesting the exchange nor~~
833 ~~when having the employee requesting the exchange working for him or her on the~~
834 ~~payback. A shift exchange of Kelly Days shall not be included in the six (6) shift~~
835 ~~exchanges.~~ An employee who has agreed to serve an exchanged shift will not be
836 granted time off for that shift, unless approved by the Chief or designee. It is
837 expressly understood that shift exchanges under this article are granted exclusively
838 for employee convenience. Any failure to report to and complete a shift exchange, if
839 not approved by the Fire Chief or his/her designee, will, in the Fire Chief's discretion,
840 result in disciplinary action as well as loss of time exchange privileges for up to one
841 (1) year. Failure to report for a shift exchange is AWOL, unless leave is approved.
842 All leave shall be in accordance with departmental policy and/or this agreement. In
843 extreme circumstances, or in the event of a firefighter's illness and/or injury, the
844 Chief or designee may excuse an employee from completing a shift exchange.
- 845
- 846 2. At least fourteen (14) hour prior approval is required. The Fire Chief or designee in
847 their sole discretion may permit a shift exchange, due to extenuating circumstances,
848 in a shorter time period.
- 849
- 850 3. New Employees during their probationary period are not eligible to perform shift
851 exchanges, except for the purpose of approved training or education and may only do
852 so upon receiving prior authorization from the Fire Chief or designee.
- 853
- 854 4. All shift exchange documentation must be on the appropriate forms as specified by
855 the Fire Chief or designee.
- 856

- 857 5. The responsibility of use and payback of shift exchanges is the sole responsibility of
858 the employees engaging in the exchange and must be repaid within a 12 month
859 period.
860
- 861 6. The Town shall have no liability or responsibility in the accumulation of shift
862 exchange time between employees in accordance with provisions of the Fair Labor
863 Standards Act.
864

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.

899 **ARTICLE 25**

900 **PROBATIONARY EMPLOYEES**

901 **A. NEW EMPLOYEES**

902
903 A new employee of the Department shall be deemed to be in a probationary status
904 for one (1) calendar year (twelve [12] continuous months), beginning with the first
905 day of employment in any position covered by this Agreement.
906

907
908 An employee's probationary year shall be tolled and extended during any time
909 period that the employee is not at work performing his/her regular, normal duties
910 for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers'
911 compensation leave). The probationary period will commence running only when
912 the employee returns to his/her normal duties.
913

914
915 An employee's probation may be extended at the discretion of the Fire Chief or
916 designee for a maximum period of six (6) additional months. Should probation be
917 extended, notice shall be given prior to the end of the probationary period.
918 Subsequent to giving notice of extension, a remediation plan shall be provided to
919 the employee. The Town shall notify an unsuccessful probationary employee prior
920 to the end of the probationary period or the extended probationary period that they
921 have not passed probation. Should the Town fail to provide timely notification
922 that, either, probation has not been passed or that probation has been extended then
923 probation shall be deemed passed. Notice need not be in any particular form, but
924 must be written and also must be provided to the Union.
925

926 During an employee's probationary period, he/she serves at the will and pleasure of
927 the Town. Accordingly, no probationary employee may grieve, or otherwise
928 challenge, any decision involving assignment, discipline, layoff or discharge.
929

930 **B. PROMOTED EMPLOYEES**

931
932 In the event an employee receives a promotion from a lower bargaining unit
933 position covered by the Rank and File agreement into a position covered by this
934 Agreement, or if the employee covered by this Agreement moves into a newly held
935 classification, that employee shall serve a probationary period of twelve (12)
936 months of continuous employment from the time of promotion (or from the time
937 the employee begins performing in the newly held classification) as indicated on
938 the approved Personnel Recommendation form.
939

940 An employee's promotional probationary year shall be tolled and extended during
941 any time period that the employee is not at work performing his/her regular, normal
942 duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and
943 workers' compensation leave). The promotional probationary period will
944 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) ~~per Town Personnel Rules and Regulations.~~

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.

~~The Town of Davie agrees to reimburse employees in accordance with the current Town of Davie Tuition Reimbursement Policy currently in force for all other non-represented employees of the Town (as of September 19, 2012). All reimbursements for employees of the Fire Department will be with the approval of the Fire Chief or designee.~~

~~Unless otherwise provided for in this contract, The Town of Davie will reimburse, in accordance with the current Town of Davie Tuition Reimbursement Policy (September 19, 2012), the tuition costs equivalent to those amounts charged by a State of Florida University or Community College if course is available at the lower level institution.~~

- 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

1056 may be permitted to attend courses without loss of pay or time when approved by the
1057 Fire Chief or designee.

1058
1059 E. Classes that are required in order to maintain an employee’s current position or are
1060 required in order to obtain a promotion into another bargaining unit position, shall be
1061 reimbursed by the Town of Davie in accordance with the Tuition Reimbursement
1062 Policy; however, reimbursement shall be at 100% regardless of the passing grade.
1063 The Town agrees to reimburse employees within 45 days of the receipt of the grade
1064 from the employee.

1065

ARTICLE 27

INSURANCE

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

* Subject to any applicable exclusion as mandated by the life insurance policy/carrier.

ARTICLE 28

HOURS OF DUTY AND EXEMPT SALARY STATUS

- I. Employees covered by this Agreement will be assigned to work on schedules that include, as noted below, a 24/48-hour shift schedule or a 40 hour schedule and/or a swing shift work schedule, as determined in the sole discretion of the Fire Chief. Because employees covered by this Agreement are exempt salaried status employees under the Fair Labor Standards Act, they may be periodically required to work irregular or extended hours, shifts, and/or work schedules as part of their regular duties, but the parties agree that the employees in this Supervisory Unit are not entitled to overtime pay.
1. Shift Assignment, forty-eight (48) hour:
 - i. Twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, with a Kelly day (shift off) every 7th shift.
 2. Weekly Assignment, forty-eight (48) hour:
 - i. Four (4) ten (10) hour and one (1) eight-hour day or three (3) eight (8) hour and one (1) twenty-four (24) hour day or five (5) eight (8) hour days and eight hours of on call or other time to be designated by the Fire Chief or combination thereof. These schedules shall be assigned at the Fire Chief's discretion
 3. Weekly Assignment, forty (40) hour:
 - i. Workweek consisting of five (5) consecutive eight (8) hour workdays with an additional unpaid lunch period each day, or at the Fire Chief's discretion four (4) ten (10) hour workdays with an unpaid lunch period each day.
- B. Fire Safety Inspector Supervisor:
- i. Workweek consisting of five (5) consecutive eight (8) hour workdays with an additional unpaid lunch per day, per work week, or at the Fire Chief's discretion four (4) ten (10) hour workdays with an additional unpaid lunch per day, per work week.
 - ii. Through the end of the fiscal year ending September 30, 2018, Fire Inspector Supervisors required to be on call more than eight (8) weeks per year shall earn one (1) personal day per year. Fire Inspector

1148 Supervisors required to be on call more than sixteen (16) weeks per
1149 year shall be granted two (2) personal days per year.

1150
1151 Effective in the first full pay period on or after October 1, 2018, the
1152 Fire Inspector Supervisor who is assigned to be on call shall be eligible
1153 for an on-call/standby pay benefit in the amount of an additional flat
1154 rate of \$10 daily for each day of standby/on call.
1155

1156 II. The Fire Chief, or designee in his or her sole and exclusive discretion, will assign
1157 employees to work shift assignments or weekly assignments. The Fire Chief or
1158 designee, in his or her sole and exclusive discretion, may change assignments. No
1159 changes in assignment (from shift to weekly or weekly to shift) will occur without a
1160 two (2) week notice from the Fire Chief or designee. The two (2) week notice may be
1161 mutually waived if agreed upon by both parties. Applicable leave will accrue at a pro-
1162 rated value.

1163
1164 III. When an employee's assignment is changed from forty-eight (48) hour to forty (40)
1165 hour or from forty (40) hour to forty-eight (48) hour, the employee's base hourly rate
1166 of pay and sick and vacation leave accrual rates and accumulated leave balances will
1167 be converted to equivalent annualized values.

1168
1169 IV. Kelly Days shall be assigned in the sole discretion of the Fire Chief or designee.

1170
1171 V. Non-Pensionable Extra Duty Bonus Pay

1172
1173 1. While preserving the exempt status of the Battalion Chief position, effective in
1174 the first full pay period after this 2017-2020 agreement is ratified by Town
1175 council, a new non-pensionable extra pay benefit shall be available (as a
1176 substitute for the prior informal flex-time system) to Battalion Chiefs but only
1177 when called in for extra shift work outside of their normally scheduled hours
1178 under the terms provided this section.

1179 2. This limited opportunity for non-pensionable extra duty bonus pay shall be
1180 available only when a Battalion Chief is required to cover the 24-hour shift
1181 duties of another Battalion Chief who is absent from work on that 24-hour
1182 shift, for a minimum of two (2) hours, and there is no Captain on duty who
1183 meets the current requirements for upgrade to acting Battalion Chief (e.g., is on
1184 a promotional list for the Battalion Chief position) already working that same
1185 shift who could be upgraded into an out of class assignment to cover the duties
1186 of the absent Battalion Chief without creating an overtime to fill that upgraded
1187 Captain's position.

1188 3. The non-pensionable rate of pay for the Battalion Chiefs who actually work
1189 these extra duty bonus hours will be at \$55.00 per hour.

1190 4. This extra duty bonus pay shall not be applicable to any other situation where a
1191 Battalion Chief may work any extra time outside his/her regularly assigned
1192 work hours.

- 1193 5. All decisions related to whether a Battalion Chief shall be assigned to work
1194 any such extra duty bonus hours shall be made in the sole and exclusive
1195 discretion of the Fire Chief or designee and shall be subject to the grievance
1196 procedure, but only to Step (2) where the parties agree the decision of the
1197 Town Administrator shall be final and not subject to arbitration.
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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.

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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.

1230 **ARTICLE 31**

1231 **HOLIDAY PAY, SICK LEAVE AND VACATION LEAVE**

1232
1233
1234 I. HOLIDAY PAY

1235
1236 Forty-eight (48) hour employees covered by this agreement shall be compensated with
1237 their base hourly rate of pay for twelve and one half (12.5) holidays per year as
1238 designated by the Town, excluding Quality Service Days, at a rate of twelve (12)
1239 hours of their base hourly rate of pay per holiday. Pay shall be paid to the employee
1240 on the pay date for the pay period in which the holiday falls. Effective on the
1241 ratification date of this 2017-2020 Agreement, the birthday holiday made available to
1242 forty-eight (48) hour employees through Town Policy shall be discontinued and
1243 replaced by Patriot Day, which is celebrated on September 11 (except for any unit
1244 member who already used his/her birthday holiday after October 1, 2017).

1245
1246 Forty (40) hour employees shall observe the officially designated Town holidays.

1247
1248 II. SICK LEAVE (For employees hired prior to 3/4/09. Please see PTO section below for
1249 employees hired on or after March 4, 2009).

1250
1251 A. Sick leave shall be granted as provided in the Fire Department Rules and
1252 Regulations.

1253
1254 ~~Upon the effective date of this Agreement, Sick~~ leave shall be accrued on the
1255 following schedule:

- 1256
1257 1. Forty-eight (48) hour employees shall accrue sick leave credits at the rate of
1258 5.54 hours of sick leave biweekly (144 hours or 6 shifts per year).
1259
1260 2. Forty (40) hour employees shall accrue sick leave credits at the rate of 3.69
1261 hours of sick leave biweekly or one [1] day per month.
1262

1263 B. Maximum Sick Leave Accumulation.

1264
1265 No Forty-eight (48) hour employees shall accumulate more than 1040 hours (520
1266 hours for forty [40] hour employees, except as provided below) of sick leave.
1267 Once a forty-eight (48) hour employee reaches 1040 hours (520 hours for forty
1268 [40] hour employees, except as provided below) of sick leave, his/her accruals will
1269 cease until his/her sick leave falls below 1040 hours (520 hours for forty [40] hour
1270 employees, except as provided below). Effective after the 2017-2020 Agreement is
1271 ratified and conditioned upon the agreement that there shall be no increase to the
1272 maximum number of sick leave hours that any employee may cash-out and there
1273 shall be no increase to the Town's liability/exposure to any additional costs related
1274 to sick leave cash-outs at the time of an employee's separation or retirement based

1275 on this increase, the maximum sick leave accruals for forty (40) hour employees
1276 shall increase from 520 to 580 hours.

1277
1278 C. The request for and use of leave for sickness requires a telephonic message to the
1279 shift command one (1) hour prior to the beginning of the employee's work shift in
1280 accordance with the current department policy. Use of sick leave will be
1281 monitored administratively.

1282
1283 D. Sick Leave/Vacation Conversion: One time per fiscal year, forty-eight (48) hour
1284 employees who have a minimum of 216 hours of accrued sick leave and forty (40)
1285 hour employees who have a minimum of 72 hours of accrued sick leave may
1286 convert two (2) days forty-eight (48) hours for shift employees and eight (8) hours
1287 for forty (40) hour employees of accrued sick leave to vacation leave.

1288
1289 E. Forty-eight (48) hour employees may convert forty-eight (48) hours of sick time to
1290 Emergency Personal Leave within any twelve-month period to be used for
1291 emergencies not covered by Sick Leave. Forty (40) hour employees may convert
1292 sixteen (16) hours of sick time to Emergency Personal Leave within any twelve-
1293 month period to be used for emergencies not covered by Sick Leave. Forty-eight
1294 (48) hour employees must use Emergency Personal Leave in twelve (12) ~~twenty-~~
1295 ~~four (24)~~ hour increments and forty (40) hour employees must use Emergency
1296 Personal Leave in four (4) ~~eight (8)~~ hour increments. Emergency Personal Leave
1297 may not be used on a holiday, on the three (3) calendar days prior to a holiday, or
1298 on the three (3) calendar days after a holiday. Emergency Personal Leave may not
1299 be used if the maximum allotted hours had been utilized by the employee in the
1300 previous twelve-month period.

1301
1302 F. Six (6) hours of wellness leave will be provided to a forty-eight (48) hour
1303 bargaining unit member and two (2) hours of wellness leave will be provided to a
1304 forty (40) hour bargaining unit member who has not used any unscheduled sick or
1305 emergency leave within the first six (6) months of the fiscal year. An additional
1306 eighteen (18) hours of wellness leave will be provided to the forty-eight (48) hour
1307 bargaining unit member or an additional six (6) hours of wellness leave will be
1308 provided to the forty (40) hour bargaining unit member if that employee has not
1309 used any unscheduled sick or emergency leave within the second six (6) months of
1310 the fiscal year. Wellness leave must be used within twelve (12) months of the date
1311 in which it was earned.

1312
1313 III. VACATION LEAVE (For employees hired prior to 3/4/09. Please see PTO section
1314 below for employees hired on or after 3/4/09).

1315
1316 A. Vacation leave shall be accrued on the following schedule:

1317
1318 1. For forty-eight (48) hour employees (upon the effective date of this
1319 Agreement), biweekly accruals will be as follows:

1320

<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)

1321
 1322 2. For forty (40) hour employees, (upon the effective date of this Agreement)
 1323 biweekly accruals will be as follows:

<u>Years of Service</u>	<u>Biweekly Accruals</u>
1326 Less than 5 years 1327 (0-60 -months)	3.08 hours (80 hours year or 10 1328 working days)
1329 Completion of 5 years 1330 (61-120 months)	4.62 hours (120 hours year or 15 1331 working days)
1332 Completion of 10 years 1333 (121 months and greater)	6.15 hours (160 hours year or 20 1334 working days)

1335
 1336 B. Maximum Vacation Leave Accumulation.

1337
 1338 An employee may accumulate and carry over to the next fiscal year unused
 1339 vacation time at the end of the Town’s fiscal year at an amount equal to 2 times
 1340 his/her annual rate of accrual. Effective after the 2017-2020 Agreement is ratified
 1341 and conditioned upon the agreement that there shall be no increase to the
 1342 maximum number of vacation leave hours that any employee may cash-out and
 1343 there shall be no increase to the Town’s liability/exposure to any additional costs
 1344 related to vacation leave cash-outs at the time of an employee’s separation or
 1345 retirement based on this carry-over increase, the maximum vacation leave accruals
 1346 that forty (40) hour employees with ten (10) or more years of service can carry-
 1347 over each year shall increase from 320 to 400 hours. At the end of each fiscal
 1348 year, any accrued vacation leave in excess of the above will be forfeited.
 1349

1350 C. 1. Approval of vacation leave for all employees shall be contingent upon a
 1351 minimum of forty-eight hours advance written request and it is also contingent
 1352 upon the Department’s being able to meet all current Department policies
 1353 regarding minimum manning requirements despite the employee’s absence. No
 1354 more than one (1) Battalion Chief shall be approved for vacation leave per
 1355 shift, unless otherwise approved in the sole discretion of the Fire Chief or
 1356 designee, which shall not be subject to the grievance procedure. All requests
 1357 for forty-eight (48) hour employees will be subject to a minimum block of
 1358 twelve (12) hours and contingent upon the approval of the Fire Chief or

1359 designee. The forty-eight (48) hour notice may be waived by the Fire Chief or
1360 designee.

1361
1362 2. Vacation leave selection and its approval shall be determined by time in rank
1363 seniority.

1364
1365 D. 1. Effective upon the ratification date of this 2017-2020 ~~2014-2017~~ Agreement, forty-
1366 eight (48) hour employees may elect to convert twenty-two (22) ~~twelve (12)~~ hours
1367 of sick or vacation leave per month to pay. Forty (40) hour employees may elect to
1368 convert eight (8) hours of sick or vacation leave per month to pay. This election
1369 must be made on a quarterly basis. The conversion will be paid monthly on the
1370 first pay period following the end of each month in the quarter. The maximum pay-
1371 out for converted leave shall not exceed 264 ~~144~~ hours annually for forty-eight (48)
1372 hour employees and 96 hours annually for forty (40) hour employees.

1373
1374 (a) In Article 11, Sections 1. a.– d., of the Rank and File bargaining unit Agreement
1375 for 2011–2014, the Town and IAFF Local 2315 created a “snapshot” of accrued
1376 sick and vacation leave (not to exceed any applicable payout caps) that each
1377 employee who was then employed had accrued as of September 30, 2011, to
1378 identify the maximum amount of those accruals that could be maintained as
1379 “earnable compensation” for pension purposes.

1380
1381 (b) Because employees cannot cash out leave accruals until they separate/terminate
1382 employment, the parties also recognized that for those employees who “retired”
1383 for purposes of the pension plan but did not separate employment, by entering the
1384 DROP, the monthly leave conversions made by that employee during the last
1385 three (3) years (36 months) before entering the DROP, not to exceed the
1386 employee’s actual “snapshot” of accrued leave, would be counted as “earnable
1387 compensation” when calculating the employee’s pension benefit.

1388
1389 (c) Depending on the number of accrued hours in his/her “snapshot” of accrued
1390 leave, the ability of some forty-eight (48) hour employees, who were employed on
1391 September 30, 2011, and who later enter DROP without separating employment,
1392 after the date ~~the~~ this 2014-2017 Agreement ~~was~~ is ratified, to obtain pension
1393 credit as “earnable compensation” for the maximum amount of hours identified in
1394 that employee’s “snapshot” may be potentially reduced during the last three (3)
1395 years before the employee enters DROP by the reduction made in the 2014-2017
1396 Agreement in the monthly conversion benefit applicable to forty-eight (48) hour
1397 employees from a maximum of twenty-four (24) hours to twelve (12) hours per
1398 month, which was further ~~reduced~~ modified to the current level in the 2017-2020
1399 Agreement of twenty-two (22) ~~12~~ hours per month, as set forth in Article 36,
1400 Section III.D.1. of this Agreement, because the maximum amount that can be
1401 converted to pay over a full 36-month period ~~will be~~ was reduced by those
1402 changes from 864 hours to 432 hours in the 2014-2017 Agreement and now
1403 modified in this 2017-2020 Agreement to 792 ~~432~~ hours.

1404

- 1405 (d) Accordingly, the parties have agreed that to provide such employees who have a
1406 “snapshot” of leave accruals the same opportunity to reach the lesser of a
1407 maximum of 864 hours or their respective “snapshot” of sick and vacation
1408 accruals converted into “earnable compensation” that existed before the monthly
1409 leave conversions were reduced from twenty-four (24) hours to twelve (12) hours
1410 and now increased to twenty-two (22) ~~12~~ hours, employees with a balance in their
1411 “snapshot” of accrued sick and vacation leave at the time the employee enters
1412 DROP on a date after this 2017-2020 ~~2014-2017~~ Agreement is ratified, will be
1413 able to convert, at the time the employee enters DROP, up to the balance of the
1414 lesser of: (1) 864 hours reduced by 792 ~~432~~ hours; OR (2) the employee’s
1415 “snapshot” of hours reduced by 792 ~~432~~ hours. In the event an employee has 792
1416 ~~432~~ hours or less in his/her “snapshot” of accrued leave, then no additional leave
1417 may be converted at the time the employee enters DROP, unless that 792 hour
1418 reduction is reduced as provided below, in which case the threshold shall be the
1419 modified reduction number as provided below.
- 1420
- 1421 (e) The parties agree that if over the last three (3) years (36 months) before the
1422 employee enters DROP, the employee was able to convert either: (1) the actual
1423 number of leave hours that were in the employee’s “snapshot” (from September
1424 30, 2011); or (2) if the employee’s “snapshot” exceeded 864 hours, then the
1425 maximum amount of 864 hours of leave conversion, through the employee’s
1426 monthly conversions, then there would be no further leave conversions that would
1427 be considered “earnable compensation” for purposes of the employee’s pension
1428 benefit calculation.
- 1429
- 1430 (f) For those employees who enter DROP, after this 2017-2020 ~~2014-2017~~
1431 Agreement is ratified, at the end of a three (3) year (36 month) period that
1432 includes months in which the monthly leave conversion rate for a 48-hour
1433 employee was at twelve (12) ~~24 months~~ hours per month and months in which
1434 the monthly leave conversion rate was at twenty-two (22) ~~12~~ hours per month, the
1435 792 ~~432~~ hour reduction that shall be applied to determine the maximum amount
1436 of leave accruals that employee may convert to “earnable compensation” for
1437 pension purposes, if any, shall be pro-rated/adjusted lower by subtracting ten (10)
1438 hours for each month that the employee had the opportunity to convert twelve (12)
1439 24 hours of sick and vacation leave accruals on a monthly basis, provided the
1440 amount converted at the time the employee enters DROP plus the time the
1441 employee has converted each month during the thirty-six (36) month look-back
1442 period does not exceed the lesser of the employee’s “snapshot” or 864 hours. For
1443 example, if an employee’s snapshot is greater than or equal to 864 hours and the
1444 employee had seventeen (17) months within which the employee could have
1445 cashed out twelve (12) hours per month and nineteen (19) months within which
1446 the employee could have cashed out twenty-two (22) hours per month, the
1447 reduction applied would be 622 hours (792-(17*10)) so that the employee would
1448 be eligible to cash out 242 hours (864-(792-(17*10))).
1449

1450 (g) Consistent with the arbitrator’s ruling in FMCS Grievance/Arbitration Case No.
1451 75-52996-3, and notwithstanding any other subsection in Sections D.1. (a) – (f),
1452 above, for each month that a Battalion Chief is/was assigned to work a 40-hour
1453 work schedule during his/her last thirty-six (36) months before entering DROP
1454 and thereby limited to a maximum monthly conversion of eight (8) hours of leave
1455 as provided in Section D.1, those employees who have not had the opportunity to
1456 convert up to his/her 2011 “snapshot” of accrued leave before entering DROP
1457 will be allowed to convert, at the time he/she enters DROP, a maximum of twelve
1458 (12) hours of leave to “earnable compensation” for each of those months the
1459 employee was assigned to the 40-hour work schedule with such hours being
1460 converted at the employee’s 48-hour rate of pay. However, in no event shall the
1461 dollar value of such cash out cause the total dollar value of the total cash out paid
1462 by the Town in the thirty-six (36) month period preceding entry into the DROP
1463 and pursuant to this Section III(D)(1) to exceed the dollar value of cashing out the
1464 lesser of 864 hours or the number of hours in the employee’s snapshot at the
1465 employee’s 48-hour rate of pay, e.g., for an employee with a snapshot that is
1466 equal to or exceeds 864 hours, the value of the additional cash out at the
1467 employee’s 48-hour rate combined with the already paid monthly cash outs at the
1468 employee’s 40 and/or 48-hour rate cannot exceed 864 multiplied by the
1469 employee’s 48-hour rate. In the event this maximum total cash out would be
1470 exceeded, the number of hours cashed out at the employee’s 48-hour rate will be
1471 reduced as necessary so that the total cash out is equal to the product of the
1472 employee’s 48-hour rate multiplied by the lesser of 864 or the number of hours in
1473 the employee’s snapshot. The calculations required for this subsection (g) shall be
1474 done by the actuary for the pension board.
1475

- 1476 2. Leave accrual information will be provided to each employee for his individual
1477 accumulations on his/her paycheck stub.
1478
- 1479 3. Sick Leave Payouts at Separation and Retirement. As an incentive against sick leave
1480 abuse, an employee in good standing at the termination of his/her employment with the
1481 Town of Davie, either by resignation or layoff, shall be given the monetary value of fifty
1482 (50%) percent of accumulated sick leave, and at retirement, the monetary value of
1483 seventy-five (75%) percent of accumulated sick leave at the employee’s base hourly rate
1484 of pay. In the case of a disability retirement, the employee shall be allowed to use up all
1485 accumulated sick leave and/or vacation before the effective date of the disability
1486 retirement. No compensation for accrued sick leave shall be paid to employees who are
1487 discharged for cause unless otherwise approved by the Human Resources Director.
1488
- 1489 a. As provided in Section II. B. of the 2017-2020 Agreement, the increase to the
1490 maximum sick leave accruals from 520 to 580 hours for employees assigned
1491 to work a 40-hour work schedule shall not increase the maximum number or
1492 amount of sick leave hours that can be cashed out at the time of any
1493 employee’s separation, termination, resignation, layoff or retirement. As a
1494 result, the percentage value (as noted above) of any sick leave accrual cash-
1495 outs in this section shall be based on a maximum of 520 hours of sick leave,

1496 even if an employee may have more than 520 hours at the time of the sick
1497 leave accrual cash-out.
1498

1499 4. Vacation Leave Payouts at Separation and Retirement: Employees retiring or resigning
1500 voluntarily who give reasonable notice of their intention to terminate their employment,
1501 and who have not taken their accrued vacation, may elect to either take up to 264 hours
1502 (160 for a forty [40] hour employee) of their accrued vacation or be compensated for its
1503 value as of the date of termination at the employee’s base hourly rate of pay, provided
1504 they have completed six (6) months of service. No compensation for accrued vacation
1505 shall be paid to employees who are discharged for cause.
1506

1507 ~~5. The parties agree that any Battalion Chief who was already in the DROP on the date~~
1508 ~~this 2014-2017 Agreement is ratified shall be eligible at separation for payout of up to~~
1509 ~~744 hours (520 hours for a forty [40] hour employee) of accrued sick leave, and up to~~
1510 ~~264 hours (160 hours for a forty [40] hour employee) of accrued vacation leave at~~
1511 ~~100% of their base hourly rate upon separation from the Town.~~
1512

1513 E. Time Pool

1514
1515 The Town agrees that the employees in this Supervisory Unit may participate in the
1516 “time pool” administered by and for the members of the Rank and File bargaining unit,
1517 subject to the same terms and conditions of that “time pool” as set forth in the Rank
1518 and File collective bargaining agreement.
1519

1520 F. Annual Vacation Leave

1521
1522 1. Annual vacation leave will run from October 1st of each year to September
1523 30th of the following year. Selection of annual vacation leave will be July 1st
1524 through July 31st of each year and shall be selected by seniority. Posting will
1525 be done on or before August 20th of each year. Limitations on first selection,
1526 by seniority, will be the following maximums:
1527

	<u>Maximum Leave</u>
<u>Years of Service</u>	<u>Shifts as First Choice</u>
<u>Less than 5 years</u>	<u>7</u>
<u>Completion of 5 years</u>	<u>9</u>
<u>Completion of 10 years</u>	<u>12</u>

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1531
1532 2. The selection ~~bidding for~~ and awarding of annual vacation leave shall be based
1533 on Departmental seniority.
1534

1535
1536
1537
1538 3. New probationary employee will not be permitted to select ~~bid~~ annual vacation
1539 leave which will fall within their probationary period.
1540

- 1541 4. Employees on an authorized absence during the annual vacation leave selection
 1542 bid period may:
 1543
 1544 a. Submit ~~Bid~~ their annual vacation leave selections prior to the beginning
 1545 of their authorized absence.
 1546 b. Send their annual vacation leave ~~bid~~ selections by certified mail during
 1547 the annual vacation leave selection ~~bid~~ period.
 1548
 1549 5. The calendar for regular vacation leave will open on August 20th of each
 1550 year.
 1551

1552 G. Paid Time Off (PTO) (Applies to all employees hired on or after 3/4/09)

1553 1. Eligibility for PTO

- 1554
 1555
 1556 a. Bargaining unit employees hired on or after March 4, 2009, will be allowed
 1557 to earn and accrue paid time off.
 1558
 1559 b. ~~Temporary and seasonal employees will not be eligible for PTO.~~
 1560
 1561 c. ~~Part-time employees will be allowed to earn PTO in relation to the~~
 1562 ~~number of hours worked per week.~~
 1563
 1564 d. New employees who have not completed their initial probationary period
 1565 ~~six (6) months~~ of employment will earn and accrue Paid Time Off in
 1566 accordance with this article but will not be eligible to use accumulated
 1567 leave until their ~~6-month~~ initial probationary employment period is
 1568 satisfactorily completed, unless otherwise approved by the Fire Chief,
 1569 Human Resources Director or provisions within this policy.
 1570
 1571 e. Promoted, demoted or transferred employees will retain all PTO privileges
 1572 and accrued balances in prior position and/or department.
 1573
 1574 f. Accrual Rate of PTO.
 1575
 1576 i. Effective October 1, 2011, regular full-time employees will earn and
 1577 accrue PTO immediately upon employment as follows:
 1578

	40 hours per week*		48 hours per week*	
Continuous Employment	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).

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 ~~six (6) months~~ 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.

1619 g. Supplement income for time loss due to disability not work related, where
1620 employee is receiving disability insurance benefits/payments. In no instance
1621 shall this combination exceed one hundred percent (100%) of the employee's
1622 regular rate of pay.

1623
1624 h. Absences from work not covered by other types of leave provisions
1625 established by the Town of Davies' policies.

1626
1627 3. Request for Paid Time Off

1628
1629 a. Requests for PTO leave should be submitted in writing on the "Leave
1630 Request Form" by employees to department manager, via the employee's
1631 direct supervisor for approval, at least forty-eight (48) hours ~~one (1) week~~
1632 prior to requested leave ~~when possible~~.

1633
1634 b. Departments may establish a departmental policy for operational needs
1635 which may be more restrictive or provide exceptions to the forty-eight (48)
1636 hours ~~one (1) week~~ requirement.

1637
1638 c. Paid Time Off requests will be granted at the sole discretion of the
1639 Department Director or designee; however, every effort will be made to
1640 accommodate employees. Employees are responsible for maintaining a
1641 sufficient balance of PTO to cover vacations, illness, etc. If an adequate
1642 balance of PTO is not available to cover the employee's requested time off,
1643 the employee's request for time off may be denied.

1644
1645 d. When PTO leave is being used for an employee's own personal illness, or
1646 the illness of a family member, employees shall notify their immediate
1647 supervisor or department manager as soon as the employee knows that they
1648 will be unable to work. Notice must be given no later than the first day of
1649 absence and preferably before the starting time for employee's scheduled
1650 shift. Employees failing to notify and report to the department within three
1651 (3) consecutive work days will be considered as having resigned (quit
1652 without notice) and employment will be terminated. Any absence not
1653 properly reported by employee, less than three (3) consecutive work days
1654 can be grounds for disciplinary action, in accordance with policy.

1655
1656 e. A doctor's statement as proof of illness may be required by a department
1657 manager if leave extends beyond three (3) consecutive work days or at any
1658 other time that a department manager has reason to believe that the
1659 employee is abusing Paid Time Off. A false claim of illness, injury, or
1660 disability will be cause for dismissal.

1661
1662 f. Paid Time Off may be used only as accrued and will not be allowed in
1663 advance of leave being earned or accrued.

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g. Paid Time Off will be charged at a minimum of one-half (1/2) hour.

4. Abuse of Paid Time Off Leave

- a. Excessive unscheduled use of Paid Time Off will be grounds for disciplinary action. When an employee's absences are such that the Town has reasonable grounds to believe that an abuse exists, the employee will be notified in writing, by their department manager, of the suspected abuse, and thereafter may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its duration to the employee's department manager before such absence may be charged against the employee's accumulated PTO balance. Reasonable grounds of abuse include a pattern of numerous one-day absences throughout the year, particularly if leave is always taken on Mondays or Fridays; frequency of absences; low/zero accumulated PTO balance; and other patterns of abuse.
- b. Further disciplinary action, up to and including termination, may be taken by the department manager when an employee's attendance continues to be unsatisfactory.
- c. Abuses in leave will be included on the employee's annual performance evaluation.

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

- a. It is the intent of this policy that all employees take their Paid Time Off annually for the period in which it has been earned.
- b. The maximum amount of Paid Time Off which can be carried forward from one (1) fiscal year (ending September 30th of each year) to the next is set forth in the chart below (which were increased effective upon ratification of the 2017-2020 Agreement conditioned upon the agreement that those increases shall not increase the amount of hours that any employee can cash out upon separation, resignation, retirement, layoff or termination and shall not increase the Town's costs/liability/exposure for cash-outs at any employee's separation, resignation, retirement, layoff, or termination as note below by the asterisks in the chart) as follows; however, no employee, regardless of length of service or number of scheduled hours may cash out more than 600 hours upon a resignation from employment or more than 800 hours upon retirement of employment. (This includes leave used during the last 30 days, or at any time, to prolong a retirement/termination date).

<u>YEARS OF CONTINUOUS</u>	<u>TOTAL HOURS</u>	<u>TOTAL HOURS</u>
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<u>EMPLOYMENT</u>	<u>40 HR</u>	<u>48 HR</u>
Less than 5 years employment	300 340*	360 480*
Completion of 5 years	420	480 576*
Completion of 10 years	600	660 672*
Completion of 15 years	800	860
<u>*The maximum hours available for cash-out at these levels remain at the levels that were in the 2014-2017 Agreement, which are:</u>		
<u>Less than 5 years employment</u>	300	360
<u>Completion of 5 years</u>		480
<u>Completion of 10 years</u>		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 1st, 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.

1740
1741 c. New employees who have not completed their initial twelve (12) month
1742 probationary period will not be eligible for payment of leave, upon separation.
1743

1744 7. Right to Contribute Paid Time Off Hours
1745

1746 a. In the event that an employee's own illness or physical incapacity should
1747 continue beyond a point where his/her Paid Time Off has been exhausted, or
1748 short/long term disability does not apply, other employees may contribute
1749 accumulated PTO, vacation or sick to said employee with the appropriate
1750 approvals.
1751

1752 b. Employee contributions must be done in multiples of at least four (4) ~~(8)~~
1753 hours per employee. The donation of time must be completed on the
1754 appropriate donation of time form and approved by both the Department
1755 Director and the Human Resources Director or designee.
1756

1757 **ARTICLE 32**

1758
1759 **FMLA/ LEAVES OF ABSENCE**

1760
1761 **(FMLA) - FAMILY & MEDICAL LEAVE ACT/PERSONAL LEAVE OF ABSENCE**

1762
1763 An employee who has worked with the Town of Davie at least twelve (12) months and
1764 who has worked at least 1250 hours in the last twelve (12) months prior to the beginning
1765 date of leave may be entitled to twelve (12) work weeks of paid/unpaid leave in any
1766 rolling twelve (12) month period under the provisions of the FMLA of 1993.

1767
1768 **Personal Leave**

1769
1770 Employees having satisfactorily completed their initial ~~six (6) month~~ probationary period
1771 may be granted up to six (6) months of personal leave without pay with approval of their
1772 Department Director and the Town Administrator or designee.

1773
1774 Personal leave is intended to be used for health, education, pregnancy or extenuating
1775 and/or extraordinary personal reasons.

1776
1777 **FMLA**

- 1778
1779 1. An employee who takes an extended leave for any FMLA qualifying
1780 reason may be deemed by the Town of Davie to be on FMLA for the
1781 purpose of calculating time using the rolling twelve (12) months. Failure
1782 to complete FMLA paperwork or to receive official notification of leave
1783 approval will not automatically disqualify an employee's leave from being
1784 considered FMLA. FMLA will also run concurrent to workers'
1785 compensation leave when an employee is out for a work-related illness or
1786 injury.
- 1787
1788 2. Request for FMLA
- 1789
1790 a. Request for FMLA, paid or unpaid, shall be submitted in writing
1791 on the "Leave Request Form" to the employee's Department
1792 Director and must be approved by the Human Resources Director.
- 1793
1794 b. Documentation qualifying the FMLA leave must be submitted
1795 to the Human Resources Department so that approval may be
1796 granted. In the case of an employee's own personal illness or
1797 injury, the FMLA physician's certification form must be filled out
1798 by the employee's treating physician.
- 1799
1800 3. Employees must use up all of their sick leave, vacation leave, and any
1801 other applicable Town leave during the course of the FMLA. When the
1802 duration of the leave is known, with approval of the ~~H.R.~~ Human

1803 Resources Director, vacation, sick time, and other leave may be stretched
1804 out over the course of the entire leave in order to cover insurance benefit
1805 premiums during the twelve (12) weeks of FMLA. Use of the paid leave
1806 (i.e. sick, vacation, etc.) will apply toward the twelve (12) week
1807 entitlement and is not in addition to this entitlement.
1808

1809 4. Leave may be requested on an intermittent basis or on a reduced work
1810 week schedule if medically necessary. The employee must provide
1811 medical certification within fifteen (15) days of the date requested. The
1812 employee must attempt to schedule their intermittent or reduced leave so
1813 as not to disrupt the organization’s operations. The employee may be
1814 required to transfer temporarily to a position with equal pay and benefits
1815 that better accommodates recurring periods of leave or a reduced work
1816 schedule.
1817

1818 5. Upon returning from FMLA the employee is entitled to return to the same
1819 position held when the leave began or to a similar position with equivalent
1820 benefits and pay, unless the position would have been eliminated had the
1821 employee not been on leave. In such circumstances, the employee may
1822 apply for any other vacant position for which they are qualified. Should
1823 the leave continue beyond the twelve (12) workweek period, reinstatement
1824 rights are at the discretion of the Town of Davie.
1825

1826 6. An employee granted FMLA will continue to be covered under the
1827 Town’s insurance plans under the same conditions and coverage as would
1828 have been provided if the employee had been actively employed during
1829 the leave period. An employee is not entitled to leave accruals during the
1830 period of unpaid leave. The employee will have the option of continuing
1831 health care coverage by paying for all or part of health insurance
1832 premiums for any period beyond the initial twelve (12) weeks, if granted.
1833

1834 7. An employee who fails to return to work on the date specified on the leave
1835 request form without receiving an extension in advance is subject to
1836 disciplinary action up to and including termination.
1837

1838 Personal Leave

1839 1. Eligibility for Personal Leave
1840 a. Regular employees, having satisfactorily completed the initial ~~twelve (12)~~
1841 ~~month~~ probationary period, may be granted personal leave without pay.
1842 b. Personal leave may be granted for a period not exceeding six (6) months,
1843 provided that the department manager deems such leave to be justified and
1844 not detrimental to the operations of the department.
1845
1846
1847
1848

- 1849 c. Personal leave, if approved, will run concurrent to any approved FMLA
1850 and the total leave shall not exceed six (6) months. In exceptional cases,
1851 leave may be extended, upon approval by the department director and the
1852 Director of Human Resources.
1853
- 1854 d. Personal leave is intended to be used for health, education, pregnancy or
1855 extenuating and/or extraordinary personal reasons.
1856
- 1857 2. Request for Personal Leave
1858
- 1859 a. Request for personal leave, without pay, shall be submitted in writing on
1860 the “Leave Request Form” to the employee’s Department Director and
1861 approved by the Director of Human Resources.
1862
- 1863 b. Prior to requesting personal leave for medical reasons, the employee must
1864 utilize any/all accrued sick leave, vacation leave or any other applicable
1865 leave.
1866
- 1867 3. Benefits while on Personal Leave
1868
- 1869 a. Group life, health, and dental insurance coverage, for both the employee
1870 and dependents, may be continued while on approved personal leave,
1871 provided that premiums for coverage (both employee and dependents) are
1872 paid and kept current by the employee. Employees may have the right to
1873 continue these insurance benefits under the Consolidated Omnibus Budget
1874 Reconciliation Act (COBRA) of 1986. Retention of insurance benefits
1875 must be made by the employee, through the Human Resources
1876 Department.
1877
- 1878 b. Employees will not receive holiday pay or earn any accrued leave or
1879 pension benefits while on personal leave without pay. In addition, the
1880 employee’s anniversary date shall be adjusted to account for the duration
1881 of the leave.
1882
- 1883 4. Return to Regular Employment
1884
- 1885 a. An employee’s position will be held only as set forth in the provisions of
1886 the FMLA for the first twelve (12) weeks of leave, if the employee
1887 qualifies for such leave. Employee’s not granted FMLA, or whose FMLA
1888 time has expired, will no longer be guaranteed their position, but may
1889 return at the sole discretion of the Department Director if a job is still
1890 available.
1891
- 1892 b. Employee’s granted personal leave shall contact their supervisor or
1893 department manager two (2) weeks prior to expiration of granted personal
1894 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.

1915 **ARTICLE 33**

1916

1917 **LONGEVITY**

- 1918
- 1919 1. Subject to the requirements of Section 2, below, employees hired into a position covered
- 1920 by the Rank and File Collective Bargaining Agreement on October 1, 1982, or thereafter,
- 1921 the following longevity payment shall be paid:

1922

<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

1927

- 1928 2. Employees who never held a position covered by the Rank and File Collective
- 1929 Bargaining Agreement, or who were not otherwise eligible for this longevity benefit prior
- 1930 to the ratification date of the ~~this~~ 2014-2017 Agreement, shall be eligible, prospectively,
- 1931 for the above noted longevity payments provided in Section 1, effective after the
- 1932 ratification date of the ~~this~~ 2014-2017 Agreement.
- 1933
- 1934

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

1945
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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

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.

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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

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. | <u>Ratification date of this</u> | |
| | <u>2017-2020 Agreement:</u> | <u>2.5% COLA increase</u> |
| b. | <u>April 1, 2019:</u> | <u>2.5% COLA increase</u> |
| c. | <u>April 1, 2020:</u> | <u>3.0% COLA increase</u> |

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.

~~Effective in the first full pay period that starts on or after the ratification date of this 2014-2017 Agreement, employees in the job classification of Battalion Chief shall be slotted into the Battalion Chief pay plan (copy attached as Exhibit A) into a step that is a minimum of five percent (5%) above the respective employee's annual base pay rate. When the position of Fire Rescue Captain is eliminated after the ratification date of this 2014-2017 Agreement, the six (6) employees in that position shall be promoted to Battalion Chief and each will be placed into a step that is a minimum of five percent (5%) above the employee's annual base pay rate. An exception to this slotting shall be the member who is in the job classification of Fire Inspector Supervisor on the ratification date of this 2014-2017 Agreement, who shall be frozen at his current base salary, which already exceeds the top step in the pay plan for that job classification.~~

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 1st. Step increases shall become effective in the first full pay period that starts on or after the employee's applicable ~~October 1st~~ 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 1st evaluation date that follows the employee's

2031 successful completion of the twelve (12) month probationary period provided in
2032 Article 27 (Probationary Employees).

2033
2034 However, in no event will any employee advance higher than the maximum step within
2035 the salary range.

2036
2037 3. Battalion Chiefs who are reassigned from a 24/48 hour shift assignment to a forty (40)
2038 hour work week shall be paid based on the corresponding step number in the
2039 “Battalion Chiefs (Days)” 40 hour pay plan (See Exhibit A – meaning, for example, a
2040 Battalion Chief paid in step BC/7 while in the 24/48 hour shift assignment will be paid
2041 per step BCD/7 while assigned to the 40 hour work week), which represents a 10%
2042 salary increase while working in that 40 hour assignment.

2043
2044 4. Any employee who is selected for promotion within sixty (60) days of the employee’s
2045 evaluation date when a step increase otherwise would have been due to that employee,
2046 then the promoted employee will be advanced the step in the pay grade for the lower
2047 position before the applicable promotional pay increase is applied.

ARTICLE 41

PAYROLL ERRORS

- 2048
2049
2050
2051
2052 1. Any error in an employee's payroll check of \$250.00 or more shall be brought to
2053 the attention of the Fire Chief or his/her designee. If the error is not due to the
2054 negligence of the employee, the Town shall issue a check to the employee for the
2055 amount in error within three (3) working days after the proper notification is made
2056 by the employee. At the employee's option, this correction may be made on the
2057 following payroll check. Any errors amounting to less than \$250.00 shall be
2058 corrected on the following payroll check.
2059

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

2119 from the responsibility of using moderation and judgment in the use of alcohol at all
2120 times.

2121
2122 6. Being under the influence of alcohol and/or drugs while on duty, including lunch
2123 and break periods, is prohibited. “Under the influence” shall mean use or abuse of
2124 those amounts of drugs, alcohol, or controlled substances which test at levels which
2125 meet or exceed those set forth in Section 12 of this Article or for those substances
2126 when no level is established in Section 12, which meet or exceed applicable federal
2127 or state limits.

2128
2129 7. The Town shall require an employee to submit to drug and/or alcohol testing
2130 whenever it has reasonable suspicion that an employee is in violation of this policy.
2131 Random testing may be conducted as provided in this Article and in Article 50 of
2132 this collective bargaining agreement or in order to comply with a federal or state law
2133 or regulation.

2134
2135 8. For the purposes of reasonable suspicion drug/alcohol testing, “reasonable
2136 suspicion” includes, but is not limited to, the following:

2137
2138 A. Observable phenomena while at work, such as direct observation of drug use of
2139 the physical symptoms or manifestations of being under the influence of a
2140 drug, controlled substance or alcohol;

2141
2142 B. Abnormal conduct or erratic behavior while at work or a general deterioration
2143 in work performance;

2144
2145 C. A report of an employee using drugs, controlled substances or alcohol,
2146 provided by a reliable and credible source;

2147
2148 D. Evidence that an individual has tampered with a test administered under this
2149 Article during his/her employment with the Town;

2150
2151 E. Evidence that an employee has, during his/her employment, violated the
2152 provisions of section 2, above.

2153
2154 F. If there is a discrepancy with the medication/narcotic inventory (i.e. lost, missing
2155 or a vial/carpujet is tampered with) that occurs on an employee’s shift

2156
2157 It is agreed that at least two (2) supervisors must agree that there is reasonable
2158 suspicion to require an employee to submit to testing under this Article. The
2159 employee will be ordered to submit to the drug and/or alcohol test by the Fire Chief
2160 or designee. The supervisors who confirm that there is reasonable suspicion to
2161 require an employee to submit to testing will reduce to writing the basis for their
2162 determination(s) by the end of their shift.

2163

2164 9. Any employee who tests positive for alcohol and/or controlled substances, or who
2165 refuses to submit to testing, refuses to sign a consent form, fails to appear for testing,
2166 fails to cooperate and/or successfully complete rehabilitation programs and any
2167 required after-care programs, or tampers with the test specimen may be subject to
2168 disciplinary action, up to and including termination.
2169

2170 10. Testing for drugs or illegal substances shall be done through a blood and/or urine
2171 analysis, intoxalysis, hair analysis, or other state or federally approved testing
2172 method. Testing for alcohol will be done through a blood analysis or through an
2173 intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other
2174 substances where it is generally accepted by medical and/or toxicological experts
2175 that testing for such substance is insufficiently accurate through urine samples or
2176 where testing of the substances through blood samples provides substantially greater
2177 accuracy. Urine samples shall be collected under supervision of the medical
2178 laboratory personnel in the following manner:
2179

2180 A. Urine sample collection will be unwitnessed unless there is reason to believe
2181 that a particular individual may alter or substitute the specimen to be provided.
2182

2183 B. Employees may inspect the container to be utilized for collection of the urine
2184 sample and may request a substitute container.
2185

2186 C. Employees may observe the labeling, sealing, and packaging for routing of
2187 their urine samples by laboratory personnel.
2188

2189 D. The laboratory shall maintain a record of the “chain of custody” or urine
2190 specimens.
2191

2192 In the event a urine specimen is tested as positive under the drug testing screen, as
2193 specified below, a portion of that sample shall be subjected to gas
2194 chromatography/mass spectrophotometry [GC/MS] testing. If the GC/MS
2195 confirmation test also is positive, the employee may request a portion of the urine
2196 sample to be supplied to a qualified laboratory for independent analysis, the cost of
2197 which will be paid by the employee.
2198

2199 11. Drugs, their metabolites, alcohol and other substances for which the Town will
2200 screen an employee’s urine and/or blood sample include, but are not limited to the
2201 following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine
2202 metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydro-
2203 cannabiniol-9- carboxylic acid), methaqualone, methadone, opiates, and
2204 phencyclidine, and propoxyphene. All testing shall be done by a state or federally
2205 approved laboratory with expertise in toxicology testing and methodology. All
2206 positive test results shall be evaluated by a certified toxicologist. All samples which
2207 test positive on a screening test shall be confirmed by gas chromatography/mass
2208 spectrophotometry [GC/MS]. Employees shall be required to document their legal
2209 drug and/or substance use, as required by the laboratory. Test results shall be treated

2210 with the same confidentiality as other medical records (except that they may be
2211 released to the Town, the Union [if applicable], in any proceedings held regarding
2212 any disciplinary action on account of a positive drug test result, and to any
2213 governmental agency).

2214
2215 The levels used for employee drug tests, as presently set forth below, will be changed
2216 from time to time to remain consistent with those levels set forth under the applicable
2217 rules promulgated by the Florida Drug-Free Workplace Act (i.e., Rule 59A-24, Fla.
2218 Admin. Code), as amended from time to time. Those drug test standard levels presently
2219 are as follows:

2220	2221 Drug/Metabolite Test	2221 Screening Test	2221 Confirmation
2222			
2223	Amphetamines	1000 ng/ml	500 ng/ml
2224	Barbiturates	300 ng/ml	150 ng/ml
2225	Benzodiazepines	300 ng/ml	150 ng/ml
2226	Cocaine	300 ng/ml	150 ng/ml
2227	Marijuana	50 ng/ml	15 ng/ml
2228	<u>Methadone</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
2229	Methaqualone	300 ng/ml	150 ng/ml
2230	Opiates	2000 ng/ml	2000 ng/ml
2231	Phencyclidine	25 ng/ml	25 ng/ml
2232	Propoxyphene	300 ng/ml	150 ng/ml
2233			

2234 An employee will be considered to test positive for alcohol at the level equal to or
2235 exceeding 0.04g%.

2236
2237 Other drugs and substances listed in Schedule I through V of Section 202 of the
2238 Controlled Substance Act, 21 U.S.C. 812 may be tested for the Town. In any event,
2239 they will be tested according to the levels contained in state statutes or regulations,
2240 and, if none exist, at levels according to generally accepted toxicology standards.

2241
2242 12. Each employee shall have the right to challenge the Town's adherence to the
2243 contractual requirements of drug testing set forth herein in the same manner that the
2244 employee may grieve any managerial decision.

2245
2246 13. The Town, in its discretion, may discipline an employee for drug and/or alcohol
2247 use/abuse and/or the Town may offer rehabilitation to the employee. It is
2248 recognized that the Town must make its determination as to whether to discipline
2249 and/or attempt to rehabilitate an individual who tests positive for being under the
2250 influence of alcohol, drugs or illegal substances on a case-by-case basis. If the
2251 Union believes the Town has acted arbitrarily and capriciously in its determination
2252 of whether to recommend rehabilitation of an employee, the Union may grieve the
2253 Town's decision. In the event the Town offers to rehabilitate an employee, the
2254 Town may place the employee on administrative leave without pay. If the employee
2255 so elects, the employee will be permitted to utilize accrued leave during his or her

2256 period of rehabilitation. An employee who fails to complete the entire rehabilitation
2257 program, including follow-up care, may be terminated. Also, in the event the Town
2258 elects to rehabilitate an employee, the Town is only obligated to offer rehabilitation
2259 to an employee one time and future “relapses” may be dealt with by immediate
2260 termination.
2261

2262 14. If the Town offers an employee the opportunity to enter into a drug or alcohol
2263 rehabilitation program, the Town may require the employee to execute any and all
2264 appropriate consent/release forms so that the Town can certify that the employee is
2265 enrolled in the program, is completing it, has completed it successfully, and/or is
2266 attending any after-care program. The Town may require an employee to submit to
2267 random testing for up to ~~two (2)~~ five (5) years after the employee returns to work.
2268 All counseling or treatment provided for in this policy is to be at the employee’s
2269 expense, however nothing shall preclude the employee from submitting his or her
2270 expenses for reimbursement in accordance with any appropriate medical plan
2271 sponsored by the Town.
2272

2273 15. It is the responsibility of each employee who observes or has knowledge of another
2274 employee in a condition which the employee is or appears to be impaired in the
2275 performance of his or her job duties or who presents a hazard to the safety and
2276 welfare of others or is otherwise in violation of this policy, to promptly report the
2277 fact to his or her immediate supervisor. Any employee who, in good faith based on
2278 reasonable suspicion, reports an alleged violation of this policy, or any supervisory
2279 or managerial employee who investigates or takes action in good faith based on
2280 reasonable suspicion, shall not be harassed, retaliated against, or discriminated
2281 against in any way for making reports or participating in any investigation or action
2282 based thereon.
2283

2284 16. Any employee who is convicted of a criminal drug statute violation, or of any law
2285 involving driving a motor vehicle while intoxicated on or off the job may be subject
2286 to immediate disciplinary action, up to and including termination. As used herein,
2287 the term “convicted” means a plea of guilty, a plea of “nolo contendere,” or a
2288 finding of guilty (regardless of whether adjudication is withheld) by any judicial
2289 body charged with the responsibility to determine violations of federal, Florida or
2290 any other state criminal drug statute or law concerning driving while intoxicated.
2291

2292 17. Any employee who is arrested, charged and/or convicted of a criminal drug statute
2293 violation, or of any law concerning driving while intoxicated on or off the job must
2294 so notify the Town’s Fire Chief, or ensure that the Fire Chief is notified no later than
2295 two (2) business days following such arrest, charge or conviction. It is the
2296 responsibility of the Town to notify any federal agency with which the Town has a
2297 contract or grant as a condition of employment involving any employee convicted of
2298 any criminal drug statute for a violation occurring in the workplace within ten (10)
2299 days after receiving notice by the employee or by any other party.
2300

- 2301 18. Pursuant to an on-going drug and alcohol awareness program, the Town will
2302 periodically inform employees, formally and/or informally, of the dangers of drug
2303 and alcohol abuse in the workplace, the Town’s policy of maintaining a drug-free
2304 and alcohol-free workplace, available drug and alcohol counseling, rehabilitation
2305 and assistance programs, and that violation of the Town’s policy may result in
2306 disciplinary action, up to and including termination.
2307
- 2308 19. This policy will be posted in all fire stations and issued to all employees for
2309 placement in their employee manual.
2310
- 2311 20. An employee who refuses drug or alcohol testing may be subject to disciplinary
2312 action up to and including termination.
2313
2314
2315

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.

2362 **ARTICLE 46**

2363
2364 **ASSIGNMENTS**

- 2365
- 2366 1. All station and shift assignments will be at the sole discretion of the Fire Chief or
 - 2367 designee.
 - 2368
 - 2369 2. Administrative assignments shall be assigned by the Fire Chief or designee as
 - 2370 needed.

2371
2372 **SPECIAL TEAM ASSIGNMENTS**

- 2373
- 2374 1. Davie Fire Rescue Department employees assigned to “special” teams, such as the
 - 2375 Dive Team; the composition, number of members, and team title of which shall be
 - 2376 determined by the Fire Chief or designee: Two percent (2%) for each team and,
 - 2377 effective on the first full pay period in October 2007, increase one percent (1%) per
 - 2378 continuous year of experience on an individual team up to a maximum of five
 - 2379 percent (5%) per team with a maximum limit of incentive pay for two (2) teams.
 - 2380
 - 2381 2. All Specialty Team assignments shall be at the sole discretion of the Fire Chief or
 - 2382 designee. The total number of members assigned or Specialty team make-up shall
 - 2383 be at the sole discretion of the Fire Chief or designee. The Fire Chief or designee
 - 2384 has the sole discretion to assign, remove or replace a member of a Special Team.
 - 2385
 - 2386

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 ~~2017~~, the parties agree that no later than May 31, 2020 ~~2017~~, 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 ~~2014~~

Joseph Piccolo, President, Local 2315

Judy Paul, Mayor

Supervisory Unit
Representative, Local 2315

Richard J. Lemack,
Town Administrator

2432

APPENDIX A