



# Town Council Agenda Report

**SUBJECT:** Resolution

**CONTACT PERSON/NUMBER:** Gail Reinfeld, (954) 797-1020

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2315.

**REPORT IN BRIEF:** Attached for your approval is the agreed upon Collective Bargaining Agreement between the Town of Davie and the International Association of Firefighters (IAFF), Local 2315.

A summary of significant changes to previous articles are as follows: \$1,500 will be added to the current incentive pay for certified paramedics. Certified paramedics who are cleared to work as paramedics will receive a total of \$5,000 per year. Effective in October of each year of the contract, wages will be increased by two and one-half percent (2.5%), two percent (2%), and two and one-half percent (2.5%), respectively. A Town contribution of two percent (2%) consisting of base pay, longevity, educational incentive pay, holiday pay, and accrued sick and/or vacation leave sell back will be made to a trust fund for insurance benefits for retirees prior to employee deductions. This fund will be administered by Local 2315. Additionally, the period to open negotiations will be moved up one month making the new dates April 1, 2002 - May 31, 2002. A red-lined copy of all agreed upon items is available for further information.

**PREVIOUS ACTIONS:** Not Applicable

**CONCURRENCES:** Not Applicable

**FISCAL IMPACT:**

Has request been budgeted? Not in its entirety  
If yes, expected cost: \$318,081 for year one Account Name: Contingency

**THREE YEAR CONTRACT**

<u>Direct Expenses</u>	<u>Budgeted or Authorized by Council</u>	<u>Actual Cost*</u>
<b>Educational Incentives:</b>	Additional pay of \$1,500 per year for Paramedic Incentive	\$ 77,070
<b>Wages</b>	Two and one half percent (2.5%)	\$156,011
<b>Retiree Health Insurance</b>	2% Town Contribution	<u>\$ 85,000</u>
	<b>TOTAL FOR YEAR ONE :</b>	<b>\$318,081</b>

\* Includes 12 New Hires for FY2000 which were authorized by Council.

**RECOMMENDATION(S):** Motion to approve.

**Attachment(s):** Resolution and Collective Bargaining Agreement between the Town and the International Association of Firefighters, Local 2315

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2315.

WHEREAS, a collective bargaining agreement between the Town and the International Association of Fire Fighters (IAFF), Local 2315, has been agreed upon and ratified by the IAFF; and

WHEREAS, the above will serve to provide harmonious relations between members of the Town and the IAFF.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby ratify the collective bargaining agreement with the IAFF, attached hereto as Exhibit "A."

SECTION 2. The Mayor and the Town Administrator are hereby authorized to execute the collective bargaining agreement.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000.

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**COLLECTIVE BARGAINING AGREEMENT**

**TOWN OF DAVIE  
AND  
DAVIE PROFESSIONAL FIREFIGHTERS  
LOCAL 2315 AFL-CIO**

## ARTICLE 1

### RECOGNITION

1. The Town hereby recognizes the Union (Local 2315, IAFF), as exclusive bargaining representative of all employees in its Fire Department holding the rank of Firefighter, Driver Engineer, Fire Inspector and Fire Lieutenant.

## ARTICLE 2

### NON-DISCRIMINATION

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.

## ARTICLE 3

### RESIDENCY REQUIREMENTS

1. The Town will not establish a mileage radius that governs an employee's domicile or principal place of residency. However, this does not relieve an employee from complying with all applicable contract provisions and department operational guidelines. Also, an employee whose domicile or principal place of residency is outside of Dade, Broward, or Palm Beach Counties may not be eligible for the Town sponsored medical and dental insurance.

## ARTICLE 4

### UNION RIGHTS

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, to express or communicate to management any view, grievance, complaint or opinion, related to the conditions of compensation of public employees or their betterment, all free from restraint, coercion, discrimination or reprisal.
2. Nothing shall abridge the right of any duly authorized 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.

## ARTICLE 5

### MANAGEMENT RIGHTS

1. The Union recognizes and agrees that the Town has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects except as modified or limited by this agreement; and the powers or authority which the Town has not officially abridged, delegated or modified by the express provisions of this agreement are retained by the Town. The rights of the Town, through its management officials, shall include but shall not be limited to the right to determine the organization of Town Government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the Town and its Fire Department; to set standards for service to be offered to the public; to direct the employees of the Town; schedule employees in positions with the Town; to suspend, demote, discharge or take other disciplinary action against employees for just and proper cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds; to determine the location, methods, means and personnel by which operations are to be conducted to establish, modify, combine or abolish positions; to change or eliminate existing methods of operation, equipment or facilities; to take whatever action(s) may be necessary to carry out the mission of the Town or its Fire Department in emergency situations. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matter have the practical consequence of violating the terms and conditions of this agreement.
  
2. The Town has the sole authority to determine the purpose and mission of the Town, to prepare and submit budgets to be adopted by the Town Council. Those inherent managerial functions, prerogatives and policy-making rights which the Town have not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

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 two to the following address, or as may be changed during the life of the agreement:

----- name and title  
----- union name  
----- street name  
----- city, state, and zip code

4. The Town will not change the amount of the dues withheld from any employees paycheck without written authorization from that employee with acknowledgment by the union president. Such authorization must be received at least seven working days prior to the pay date the employee expects the change to be effected.

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.

8. Upon written authorization of fifteen (15) or more bargaining unit employees, the Town agrees to deduct bi-weekly from the wages of each of those employees an additional amount in the sum of 1% of each of those employees gross bi-weekly wages. The Town will remit to the Union the amounts withheld pursuant to this paragraph on or about the 15th of the month following the month the monies were withheld.
9. The Union will hold the Town harmless against any claims made and against any suits instituted against the Town or the Union based upon this article.

## ARTICLE 7

### UNION BUSINESS

1. Up to two (2) members of the Union negotiating team shall be allowed time off for all negotiations which shall be mutually set by the Town and the Union.
2. The Town shall Permit two (2) Union representatives to discuss working conditions, process grievances, and consult with Town officials at a time mutually agreeable without loss of pay.
3. Union Time Pool:
  - A. Active members in good standing shall contribute sick or vacation leave to the Union Time Pool when the executive board deems it necessary. Forty-eight (48) hour employees shall contribute up to four (4) hours at a time (maximum twelve (12) hours per year). Forty (40) hour employees shall contribute up to one (1) hour at a time (maximum four (4) hours per year).

New members of the Union shall have three (3) months to comply with the initial assessment to the Union Time Pool. The assessment for new members shall be as follows: forty-eight (48) hour employees, six (6) hours of sick or vacation time; forty (40) hour employees, two (2) hours of sick or vacation time. The three (3) month grace period shall commence upon the date of the employee's induction into the Union.

In the event the total hour cap of the pool would be exceeded by the allocation of this time, it shall be credited to the Union Time Pool at such later date as is requested by the Union Executive Board. The Executive Officers of the Union shall notify the Fire Chief or his designee of its intent to allocate leave from this pool to any employee.

In no event may the Union Time Pool exceed 792 hours.

- B. Authorization by the Union President or designee for the employee to use the Union Time Pool must be submitted in writing before such assignment is effective. There will be no cost to the Town for Union leave pool utilization. Under normal circumstances pool utilization will include the reasonable notice and approval of forty-eight (48) hours. Utilization of the Union leave pool will be for employment related activities and benefits including Union business. An employee who utilizes pool time will be considered when determining the maximum number of employees who are permitted to be absent from work.

## 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 the mutual consent of both parties.

## ARTICLE 9

### RULES AND REGULATIONS

1. The Union shall be permitted to propose additions and changes to the rules and regulations at any time. The Fire Chief's determination as to any such Union proposal will be final. The Fire Chief may issue changes or additions to the rules and regulations at any time. However, should the Fire Chief propose an addition or change to the rules and regulations which changes current practices or procedures, then the below procedure will be utilized.
2. Within twenty (20) days of receiving the Fire Chief's proposed addition or change, the Union shall notify the Town whether it agrees to the addition or change or contests the proposed addition or change. If the Union agrees, it shall so indicate in writing and the addition or change shall go into effect and become a part of the Fire Department rules and regulations. If the Union contests the addition or change, it shall so indicate in writing and the parties shall meet and attempt to reach agreement. If no agreement is reached, then the proposed addition or change and Union's objection thereto shall be presented to an impartial umpire agreed to by the parties. If the parties are unable to agree upon an umpire, then an umpire shall be selected in accordance with the arbitration provision of this agreement. The costs of the umpire, if any, shall be split between the parties. The umpire shall decide whether the proposed addition or change is reasonable. If the umpire rules that the proposal is reasonable, then the addition or change shall go into effect. If the umpire decides that the proposal is not reasonable, then the addition or change shall not go into effect. The umpire has no authority to add to, subtract from, change, or modify the Fire Chief's proposal.

## ARTICLE 10

### JURY DUTY

1. An employee shall receive full pay while on jury duty if it is a normally scheduled workshift. The employee will return to the Town any money received from the court for jury duty, exclusive of mileage money, while such jury duty is performed during a normal scheduled shift of duty.

## ARTICLE 11

### PENSION PLAN

1. The Town of Davie has properly enacted Resolution No. R-90-282 amending the "Town of Davie Municipal Firemen's Pension Trust Fund" as outlined in Resolution No. R-82-107.
2. The Union authorizes the Town to enter into individual pension contracts with the bargaining unit members. These individual pension contracts shall not constitute employment agreements or a guarantee of continued employment.
3. The Town and the Union may negotiate increases and/or changes in employee contributions to the pension plan and/or pension plan benefits. However, in order to be eligible to receive increased benefits, the individual bargaining unit members must re-execute the pension plan contracts and agree to any accompanying increase in contributions. Failure to agree to different benefits and/or contributions will also result in an individual employee being deemed ineligible to receive any wages and/or benefits offered or agreed upon in exchange for the different benefits and/or contributions.
4. The Union agrees that the Town has fully complied with all legal and/or contractual obligations concerning (but not limited to) the funding and administration of the Firemen's pension plan. The Union agrees that it, and its individual members, will execute releases to this effect.
5. The parties agree that the Town may pass an Ordinance which will replace and supersede the Agreement authorized by Resolution No. R-82-107 and amended by Resolution No. R-90-282. That Ordinance will incorporate all the benefits contained in the above-referenced Agreements and will become the Municipal Firemen's Pension Trust Fund.
6. It is hereby understood and agreed by and between the Town of Davie and the Davie Professional Firefighters, Local 2315, AFL-CIO, as follows:

A. Retirement -- Military and Previous Fire Service Buy Back:

The Town has agreed to permit the buy back of up to four (4) years of service for purposes of retirement. This service may have been in the form of previous military or fire with any state, municipal or federal agency. [Total buy back fire plus military cannot exceed four (4) years.]

All costs of this buy back shall be determined by the Town's actuary and all such costs shall be borne by the affected employee(s). The actuary will base the cost on the actuarial equivalent of the buy back.

To be eligible for buy back, an employee must have completed at least ten (10) years of creditable service as a firefighter with the Town. The Pension Board may permit the buy back in either a lump sum or over a multi-year time frame not to exceed five (5) years and not to extend past the employee's retirement date. If the employee buys back over a period of time, additional interest at the rate the plan earns will continue to accrue on the unpaid balance.

B. Coordination of Benefits:

This plan will give credit for years of service for any period when a participant worked as a police officer in the Town's Police Department as if he had been an employee during that period.

In the event that a participant has worked as a police officer in the Town of Davie Police Department, and has accrued service credits in that plan, the participant shall be eligible for a coordination of benefits. In the event that a participant in this plan shall accrue sufficient credited service to achieve a vested benefit, the member shall be deemed vested in both retirement plans. Upon the commencement of a service retirement, the member shall receive payment from this plan an amount equal to the credited service accrued. In addition, the member shall also be eligible for payment from the police plan of a benefit equal to the years of credited service in that plan based upon the salary in effect at the time the member terminated service in the police plan and at a rate in effect when the member terminated service. The benefit in the police plan shall be available even though the member shall not have vested under the terms of the police plan. In the event a member of this plan shall transfer prior to vesting to the police plan, then the member shall accrue sufficient credited service to achieve a vested benefit in the police plan, and the participant shall, upon retirement from the fire plan, be deemed vested in this plan and eligible to receive benefits accrued in this plan up to the date of termination, based on the salary and in an amount in effect on the date of transfer. This benefit shall be available even though the participant shall not have achieved a vested benefit in this plan; provided, however, that the member, upon termination in this plan, kept his/her contributions on deposit in this plan.

In the event that a member who becomes vested in this plan has credited service in the police retirement plan of the Town, the member may, for the purposes of fulfilling the twenty-year service requirement for normal service retirement, combine the sum of all years in this plan plus the police plan. In calculating the benefits, however, the members shall receive economic credit only for years of service within this plan.

In the event the employee had terminated from the previous pension plan and received his/her contributions back, the employee must first repay with investment credit the sum of the return contributions.

C. Retirement -- Deferred Retirement Option Plan (DROP):

The Town agrees to amend its pension resolution and to adopt the attached DROP provision. It is expressly agreed that whatever costs are ultimately attributable to the DROP -- as determined by the Town's actuary -- will be borne entirely by bargaining unit employees or by bargaining unit DROP participants, not by the Town.

Pursuant to R-98-229 and R-98-374, please see Appendix B, for Attachment to Article 11

## ARTICLE 12

### GRIEVANCE PROCEDURE

In a mutual effort to provide harmonious working relations between the parties, the following procedure shall apply to the resolution of grievances, misunderstandings, or disputes between the parties. Any grievance, dispute or complaint alleging a violation of this agreement or involving the interpretation or application of this agreement shall be resolved through Step 3 of the following procedure.

Other disputes or misunderstandings between the parties (which do not allege a violation of this agreement or involve the interpretation or application of this agreement) may be processed only through Step 2 of the following procedure. The use of this procedure to resolve such disputes and misunderstandings shall be optional and shall not be considered a condition precedent to the institution of legal proceedings or other remedies which may be available to or pursued by the Union or an employee.

Step 1 The aggrieved employee or the Union shall present the grievance in writing to the Fire Chief or designee, Monday through Friday from 9 a.m. to 4:00 p.m., within ten (10) calendar days, exclusive of Saturdays, Sundays, and Holidays, of the occurrence which has caused the grievance and discuss the complaint or grievance with the Fire Chief. A Union representative shall always be present. The Fire Chief may seek the assistance of any other individual who may be qualified to offer assistance or information which will aid the Chief in reaching a mutually equitable decision. The Chief shall attempt to adjust the matter and shall respond in writing to the employee and the Union within five (5) calendar days, exclusive of Saturdays, Sundays, and Holidays.

Step 2 If the grievance has not been satisfactorily resolved, the Union shall present such written grievance to the Town Administrator, or designee, within five (5) calendar days exclusive of Saturdays, Sundays, and Holidays from the date of the response in Step 1. The Town Administrator, or designee, shall meet with the employee and the Union representative within ten (10) calendar days, exclusive of Saturdays, Sundays, and Holidays, from the receipt of the written grievance and render a decision within fifteen (15) calendar days, exclusive of Saturdays, Sundays, and Holidays, from the meeting.

Step 3 If the grievance has not been satisfactorily resolved, the Union may, within twenty (20) calendar days from receipt of the Step 2 response (including Saturdays, Sundays, and Holidays), submit the grievance to arbitration under the voluntary labor arbitration rules of the American Arbitration Association. The award of the arbitrator shall be final and binding on both parties.

The cost for the services of arbitrator shall be borne by the losing party. Either party to this agreement desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

In the event either party claims a dispute is non-arbitratable, the arbitrator shall rule on that issue along with the merits of the grievance.

## ARTICLE 13

### PROTECTIVE CLOTHING AND EQUIPMENT

1. All combat Firefighters shall be provided with the following protective clothing and equipment which shall be utilized/worn at a fire scene and/or on other responses, if appropriate:

- 1 - NFPA approved Bunker Coat with liner
- 1 - Pair of NFPA approved Bunker Pants with liner
- 1 - Pair of firefighter type suspenders, color optional
- 1 - Plexiglass face shield
- 1 - NFPA approved Fire helmet\*
- 1 - Pair of five-finger, full protection type fire gloves
- Flashlight of high quality, heavy duty (sufficient number for personnel on duty)
- 1 - 30 minute self contained breathing apparatus/sufficient number for personnel on duty
- 1 - Pair Bunker boots (short)
- 1 - NFPA approved head protector
- 1 - SCBA face mask

If the NFPA rates any of the above-specified protective clothing or equipment which is not already rated, the Town will either issue the NFPA approved protective clothing or equipment or it will begin to replace previously issued protective clothing or equipment with the NFPA rated items.

2. All of the above listed protective clothing and equipment shall be repaired or replaced by the Town as needed.
3. With regard to the above listed items, employees will be responsible for reimbursing the Town for the cost of replacement of protective clothing and equipment lost, damaged or destroyed due to negligence.
4. The Chief or designee shall inspect the protective clothing and above listed equipment every six (6) months.
5. The above referenced protective clothing and equipment furnished by the Town shall be in accordance with applicable state and/or federal safety standards; if any.

## ARTICLE 14

### DEPARTMENTAL ORIENTATION AND TRAINING

1. The Town will provide Indoctrination Training to all new employees covered by this agreement, covering, but not limited to:

Working hours and schedules

Pay schedules

Town provided benefits (i. e., insurance, retirement, sick days, etc.)

Purpose and objectives of the Fire Department

Statutory obligations of Firefighters

Educational opportunities with the Town

Fire Department organization and structure (Chain of Command, job descriptions and responsibilities)

Apparatus and equipment familiarization (to include "Hands On" training with hose, tools, etc.)

## ARTICLE 15

### TRAINING LIBRARY

The Town will maintain a reference library at each station for training purposes. The contents of the library will be specified in the Department Rules and Regulations. A VCR will also be maintained in each station. Use of the VCR will be specified in Department Rules and Regulations.

## ARTICLE 16

### ANNUAL PHYSICAL EXAMINATION

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

## ARTICLE 17

### SENIORITY

1. It is agreed that seniority shall be applicable for all members of the Fire Department and shall mean employment in the classified service which is uninterrupted except for authorized leaves of absence. Time lost due to leaves of absence shall not be included in the determination of length of continuous service except where limited by law.
2. Authorized paid leaves of absence shall be included as part of continuous service.
3. Current and accurate seniority rosters, based on time in rank and time in service, shall be maintained and posted for all positions. Said rosters shall be utilized in selection of vacation and "Kelly Days". Seniority shall be determined in the following order:
  - A - Rank
  - B - Length of time in rank
  - C - Length of Davie Fire Department service
  - D - For employees hired on the same date and in the same rank, seniority shall be based upon date of original application. With respect to the five (5) employees merged into the Davie Fire Department from Hacienda Village, because they were hired on the same date by Davie, their seniority with respect to each other (but not their Davie seniority) shall be based upon their date of hire at Hacienda Village and then their date of original application with Hacienda Village.
4. Layoffs shall be in reverse order of hiring regardless of rank, last hired first laid off. Recall will be in reverse order of layoff. Recall will be made by certified mail to the last address in the employee's record. The employee must, within twenty (20) days of the certified receipt date, signify his intention of returning to work to the office of the Chief and report within thirty (30) days thereafter, and/or may be extended for a mutually agreeable period of time, otherwise his name shall be automatically removed from the recall list. No new employees will be hired until all laid-off employees are recalled. Thirty (30) days advance notice, or pay in lieu thereof, shall be given to each employee to be laid-off.

## ARTICLE 18

### SAFETY

1. It is agreed that the bargaining unit can have two (2) members on the Town-wide Safety Committee.

## ARTICLE 19

### ON THE JOB INJURY

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, the Town shall pay to the employee his regular salary, 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.

As a condition of continued receipt of the above benefit, the employee shall submit, upon request by the Town, to a physical examination by a physician selected by the Town subject to the following limitations:

- A. The employee shall be allowed to schedule his 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;
  - C. Such examination shall not be more frequent than once every fourteen (14) calendar days;
  - D. Such examination procedures shall be medically necessary as determined by the Town-selected physician.
2. 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.) shall not be entitled to receive supplemental pay under this article.
3. Time off from work under this Article shall be counted as time worked for purposes of computing seniority. Sick and vacation time shall be earned for up to one (1) year from the date of injury.
4. In order to receive full pay from the Town, the employee will be required to endorse any workers' compensation checks, thus assigning payment to the Town.

5. In order for an employee to be eligible for full pay, s/he must return to work on a light or limited duty basis if so ordered by the Town, providing a doctor releases the employee to perform light or limited duty.
6. Light Duty - As a condition of receiving the supplement benefit set forth in paragraph 1, above, the Town may require the employee to perform light duty work subject to the following conditions:
  - A. Light duty work shall be performed for the Fire Department and shall be duties the employee is physically able to perform, as determined by a physician. The work hours of light duty will be determined by the Fire Chief.
  - B. When approved by Fire Chief, while working light duty, the employee shall be permitted time off, with pay, to receive medical care for said illness or injury.
7. The Town shall establish and implement a procedure for reporting incidents when an employee, in the performance of their duties, is required to perform rescue or provide medical assistance.
8. No employee who is able to return to his/her regular job, within three (3) years of date of injury shall be refused reemployment or assignment to regular duty if vacancy exists because s/he suffered an injury arising out of and in the course of his employment, unless said employee is receiving the benefits provided in Section 1 of this Article, Social Security disability benefits, or a disability pension. Leave on account of such a disability shall not interrupt seniority and shall be counted as time worked for purposes of computing seniority.

## ARTICLE 20

### ENVIRONMENTAL CONDITIONS

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

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

## ARTICLE 21

### BEREAVEMENT LEAVE

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 a 250 mile radius of Town Hall 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 a 250 mile radius of Town Hall. 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 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, or grandparents.
3. The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

ARTICLE 22

VACANCIES

1. When a vacancy occurs in a nonpromotional bargaining unit position, the Town will fill said position when deemed necessary.

## ARTICLE 23

### SHIFT EXCHANGE

1. Employees shall have the right to shift exchanges (mutuals). An employee may exchange shifts with employees of equal rank upon receiving prior approval of the Chief or designee. Shift exchanges between ranks shall be allowed upon prior approval by the Chief or designee, and the employee must be qualified to perform the same duties. An employee who has agreed to serve an exchanged shift will not be granted time off for that shift, unless approved by the Chief or designee. It is expressly understood that shift exchanges under this article are granted exclusively for employee convenience. If an employee fails to report to, and complete a shift exchange, all subsequent failure to work an agreed upon exchange within the next 12 months need to be supported by a doctor's note or by permission of the Chief or designee. Failure to do so may subject an employee to disciplinary action as well as a loss of time exchange privileges for up to one (1) year. In extreme circumstances, or in the event of a firefighter's illness and/or injury, the Chief or designee may excuse an employee from completing a shift exchange.
  
2. A fourteen (14) hour prior approval is required unless, in the Fire Chief's sole discretion, he decides to permit a shift exchange, due to emergency circumstances, in a shorter time period.

## 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. If the employee is not on regularly scheduled duty, time spent giving such testimony shall be paid at the normal overtime rate. Employees will be paid for the minimum of three (3) hours overtime rate for appearance required under this section.
3. This section applies to an employee covered by this Agreement who receives a subpoena from the State Attorney's Office which requires him 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 job duties for the Town, the employee shall immediately notify the Fire Chief or designee. An employee who wishes to be paid for stand-by time will be permitted to report to work at a location determined by the Fire Chief (or designee); the Fire Chief (or designee) will also determine the appropriate work to be performed by said employee. The employee will be paid for all work performed while on stand-by at his regular base rate of pay.

## ARTICLE 25

### MINIMUM QUALIFICATIONS AND PROMOTION

1. A promotional examination will be utilized for promotions for all bargaining unit positions except Fire Inspector. To be eligible for the position of Driver Engineer, the Fire Department employee must be State Fire Certified, and have served a minimum of three (3) years with such certification with the Davie Fire Department and have completed the Driver Operator course and be State Certified as a Driver Operator. To be eligible to be hired as a Fire Inspector, or for an existing Fire Department employee to be assigned to the position of Fire Inspector, that person must be a State of Florida Certified Firefighter and possess a Broward County Fire Inspector Certification and a State of Florida Fire Inspector Certification. To be eligible for the position of Lieutenant, the Fire Department employee must be State Fire Certified, and have served a minimum of five (5) years with such certification with the Davie Fire Department and hold the rank of Driver Engineer or serve in the capacity of Acting Driver Engineer.
2. A maximum of four (4) bonus points for applicable education shall be added as follows to the promotional written examination score, provided the employee (before the bonus points have been added) has received a passing score on said examination:
  - A. S. Degree in Fire Science or Emergency Medical Services = 2 points
  - Fire Science Certificate or State Certified Fire Officer I = 2 points
  - State of Florida Paramedic Certificate = 2 points
  - State of Florida and Broward County Fire Inspector Certification = 2 points
3. Sources of information for all promotional examinations shall be published upon announcement of said examination. If the sources are not available for purchase in Broward County, the Town agrees to provide one (1) copy of such (unavailable) material for each fire station. Announcements of promotional examination shall be posted continuously in each Fire Station for not less than ninety (90) days prior to the examination date which will be stated in the announcement. Tests shall be given within one hundred twenty (120) days of such posting.
4. The Town agrees that all classified positions of the Fire Department (not to include Fire Inspector) shall be filled from the list of eligibles certified and submitted by the Fire Chief.

The Town will establish a minimum passing score for each part of the promotional examination and will include those scores in the appropriate promotional announcement. Scores will be calculated and posted to the hundredths place (.00). If the thousandths place is five (.005) or greater the hundredths place will be rounded up (e.g., 80.565 rounds to 80.57). If the thousandths place is four (.004) or less the hundredths place will be rounded down (e.g., 80.564 rounds to 80.56). A list, ranking employees according to

scores will be posted within ten (10) calendar days after completion of the written examination process. Employees will have ten (10) calendar days thereafter within which to contest (in writing) specific test questions.

In the event any specific test questions are contested in a timely manner, all such contested questions will be submitted for review to the person(s) who are responsible for preparing the challenged question(s). The results of this review will be final and binding and no further challenges will be permitted.

Absent a timely challenge, the Town will schedule and conduct oral interviews or a practical test in the case of Driver Engineers, within forty-five (45) calendar days after the written scores are announced. Otherwise, the interviews or practical test will be scheduled and conducted within forty-five (45) calendar days after the specific challenges are resolved.

After completion of the interviews or practical test, a list ranking employees according to their combined (oral and written) scores will be posted within ten (10) calendar days.

5. The appointment shall be made on the basis of the final score of each candidate, which shall be comprised of a passing score from the written examination added to a passing score from the oral examination (or practical, whichever applies). The Town will determine the factor which provides the weighted average score of both exams and will include the said factor in the appropriate promotional announcement.
6. The Fire Chief shall not participate in or speak during oral interviews. The candidates will not be permitted to bring any materials or documentation into the interview room.
7. The oral interview shall be conducted by an Interview Board comprised of three (3) Officers from other full-time professional Fire Departments in Broward County who shall be of equal or next higher rank, if available, for the position for which the interviews are being conducted. Scheduling the candidates for the oral interviews shall be in a random order and not by written score.
8. The Town agrees to establish a ranked promotional eligibility list which list will then be valid for a period of twenty-four (24) months from the date of posting such list, which date must appear on the list. The eligibility list will be void after said twenty-four (24) month period or sooner when and if the list falls below three (3) names. If the Town is making promotions at one time from an eligibility list which, as a result, falls below three (3) names, the Town has the option of continuing to make those promotions from the list, or of considering it to be depleted. Promotional examinations shall be given at least sixty (60) days before the scheduled expiration of a list and promotional examination announcement will be posted within forty-five (45) days of when a list falls below three (3) names.

9. In deciding which eligible employee to promote, the Fire Chief shall choose between the three (3) highest scoring candidates on the eligibility list and promote his choice until all promotional positions are filled.
10. The Fire Chief will interview candidates for the position of Fire Inspector and thereafter will select a candidate which he determines is best qualified for the position. Available Fire Inspector positions will be posted in the Fire Stations and awarded to qualified eligible bargaining unit employees applying for same before applicants are sought from outside the Fire Department.
11. The written Driver-Engineer promotional examination will not be given within sixty (60) days of the written Lieutenant's promotional examination.
12. If a written promotional examination is passed by less than three (3) candidates, the Town will retest and will post the announcement for the second test within sixty (60) days from the posting of the scores of the first test. The persons with passing scores will have the option of keeping their score(s) (which option must be exercised in writing within thirty (30) days after the posting of the notice of the second test) or taking the second test.
13. If an eligible employee is passed over twice for the same position, he will be given written or verbal explanation as to the reason for such pass over within five (5) working days of its occurrence.
14. If it is determined that an alternative method of promotional testing (e.g., an assessment center) would be beneficial to the Town of Davie Fire Department, the Town and Union agree to meet to bargain over a mutually agreeable assessment center.

## ARTICLE 26

### PROBATIONARY EMPLOYEES

#### A. NEW EMPLOYEES

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

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

Within sixty (60) days after the employee's completion of twelve (12) continuous months of employment, plus any periods of tolling, the Town shall generate a document advising as to whether or not the employee satisfactorily completed the probationary period.

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

#### B. PROMOTIONS

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

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

Within sixty (60) days after the expiration of twelve (12) months of continuous employment from the time of promotion, plus any periods of tolling, the Town shall generate a document advising as to whether or not the employee satisfactorily completed the promotional probationary period.

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 27

### CALL BACK PAY

1. All employees covered by the terms of this agreement who are called back to work from off duty shall be paid at the overtime hourly rate for all hours worked and granted by this article. This article shall not apply to an employee called to work to cover a shift outside the employee's normal tour of duty.
2. Each member called back to duty by either the Fire Chief or designee shall receive a minimum of four (4) hours call back pay at the applicable overtime rate. Travel time to and from call back duty shall not be compensated.
3. The definition of a Call Back is: Official notification considered any verbal contact from the dispatcher, Officer in Charge or designee. However, this will not include an employee being ordered to commence work before his or her scheduled starting time where they are already in or at the Fire Station at the time they are notified of being ordered to work.
4. Call back to duty shall be at the discretion of either the Fire Chief or designee.
5. Staff meetings being an essential part in the performance of members duties, shall be paid at current straight time rates unless they are conducted beyond the members scheduled shift or beyond his/her scheduled work week. When this occurs, members shall receive overtime pay.

## ARTICLE 28

### EDUCATION INCENTIVE PROGRAM

#### SECTION 1

A. Certification and Degrees - the following supplements shall be added to the base salary (flat rate supplements, but not percentage supplements, will count towards average final compensation for pension purposes) for employees holding each of the following degrees, certificates, or obtaining each of the following (all such amounts will be paid monthly and may be prorated):

1. E.M.T. State Certificate: \$1,750 flat rate \*
2. Fire Science Certificate or Fire Officer I State Certificate: \$900 flat rate
3. A.S. Degree in Fire Science: step increase (not to exceed maximum pay grade) per Town personnel rules and regulations
4. Paramedic State Certificate:  
(Fire Inspector not eligible) \$5,000 flat rate \*
5. Fire Inspector State and County Certificate:  
(Fire Inspector not eligible) 5% or starting Fire Inspector pay (whichever is greater) for hours worked as a Fire Inspector when assigned by the Fire Chief

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

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 EMS Coordinator and the EMS Medical Director. Any bargaining unit employee who was hired after September 1996, as a certified Firefighter Paramedic must maintain that certification. Each certified Paramedic shall be responsible for meeting all obligations in maintaining his/her Paramedic certification.

As noted in paragraph 4 above, effective on the first full pay period on or after October 1, 1999, the annual Paramedic incentive pay will be increased by \$1,500.

## SECTION 2

A. Any employee lacking proper EMT certification shall not be required to perform the duties performed by emergency medical technicians. Employees are required to perform basic First Aid.

B. All EMT and/or Paramedic certification required by employees covered by this agreement to perform assigned tasks or duties shall be paid for by the Town, upon approval by the Fire Chief. Employees shall be paid for the time involved in taking such examinations and shall not be required to use their vacation leave in taking such examinations.

C. The Town agrees to reimburse for all job related courses, subject to the reimbursement schedule listed below, taken by employees of the Fire Department with the approval of the Fire Chief; however, all courses shall be completed with a passing grade.

In addition to the cost of the course, the Town will pay for textbooks purchased by the employee while attending the course should those books not be available through the Town. Upon completion of the course, these books will become the property of the Town and will be placed in the Fire Department libraries to be made available to all employees.

The Town of Davie will reimburse tuition costs equivalent to those amounts charged by a state university for any employee who has been employed for less than two (2) years for approved job related courses. For any employee employed two (2) years or longer the Town of Davie will reimburse the full tuition costs for approved job related course(s). The Town shall reimburse this tuition amount upon an employee's production of proof of payment at the following rate: A - 100%, B - 75%, C - 50%. and return of the books. Further, 100% of tuition costs, as stated above, will be reimbursed to employees who successfully pass a paramedic course(s) and provide proof of payment of such course, proof of State of Florida Paramedic Certification and return of textbooks borrowed from or purchased by the Town.

D. 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.

E. Employees of the Fire Department shall use their vacation leave to attend courses which they elect to attend upon approval by the Chief. Members shall be permitted to attend courses without loss of pay or time when approved by the Chief.

## SECTION 3

A. The Town will establish a Dive Team comprised of Fire Department employees which will perform underwater search and rescue work. Participation in the Dive Team is voluntary, and shall be open to all eligible unit members unless said team needs to be reduced in size. Rules shall be established by the Chief to determine how dive team staff

reduction is implemented. The Town may discontinue the Dive Team whenever it deems it appropriate. However, so long as the Dive Team is in operation, the following provisions apply.

B. The Town and the members of the Dive Team will follow recognized safety rules and practices in the performance of its duties, training and in the maintenance and provisions of equipment.

C. The Fire Chief shall attempt to schedule training of the Dive Team at least once a month and where practicable the training shall be on duty; however any off duty training scheduled by the Department shall be paid at applicable overtime rates.

D. Dive Team members shall receive \$25.00 in addition to their other wages for each dive made while on duty. If the dive tender is also a member of the Dive Team, the tender shall also receive \$25.00 per dive. Dive Team members shall be assigned as tenders unless there are no Dive Team members on duty and at the scene in which case another employee may be assigned. The \$25.00 payment shall not be paid for dives made during training. Whenever multiple dives are made during a single incident/operation, all such dives will be considered as a single dive for the purpose of the \$25.00 payment.

E. The Fire Chief, in his discretion, will promulgate and implement operations and procedures for the Dive Team provided only that they are not inconsistent with the provisions of this Article. The operations and procedures may be amended from time to time by the Fire Chief. Local 2315 will immediately be provided with a copy of any such amendment(s).

F. The Town agrees to place two (2) sets of snorkeling gear (mask, fins and "B.C." vest) on each apparatus, excluding reserve equipment and utility trucks. Further, the Town agrees to provide mandatory on-duty snorkeling training to all bargaining unit members.

G. The Town agrees to reimburse for the cost of an approved basic scuba diving course for any employee who joins the dive team, which course shall be attended during an employee's off duty hours.

## ARTICLE 29

### UNIFORMS

1. The Town shall furnish the following uniforms to each employee:
  - A. Five shirts with appropriate patches or emblems  
Five pairs of pants  
One jacket  
Five undershirts with appropriate emblems  
One black belt  
One ball cap
  - B. The Town shall supply required badges, shields, insignias, patches and emblems.
  - C. The Town shall provide each member of the department with shoes for dress and work purposes as agreed upon by Union and Town.
  - D. The Town shall pay or supply a cleaning agency for uniforms.

All the above items shall be replaced as necessary.

## ARTICLE 30

### INSURANCE

1. The Town shall provide \$50,000\* term life insurance protection for each member of the Fire Department. Effective May 1, 1996, employees may purchase an additional one (1), two (2), or three (3) times their annual base pay, rounded to the next highest \$1,000, at their own expense at the prevailing rate. To do so, employees must comply with whatever terms and conditions are established by the carrier.
2. The Town agrees to pay 100% of the cost of the employee's health and dental insurance premium and 50% of the cost toward member's dependent health and dental insurance coverage.
3. Except where precluded by law, the Town agrees to maintain substantially equivalent benefits under its Town-sponsored group insurance policy (excluding HMO's) for the term of this Agreement. If the Town changes insurance plans or carriers it reserves the right to establish a deductible not to exceed \$100.00 and an out of network deductible not to exceed \$200.00 to take effect on the annual election date. Employees will be notified of any such increases on or before the annual election date.
4. 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 31

### HOURS OF DUTY

Hours of duty are effective as follows:

1. Firefighters, Driver Engineers, and Lieutenants

Shift Assignment:

- A. Twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, with a Kelly day (shift off) every 7th shift. This schedule will result in an average of forty-eight (48) hours per week.

Weekly Assignment:

- B. Five (5) consecutive eight (8) hour days per work week. This will result in a forty (40) hour work week.

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

When an employee's assignment is changed from shift to weekly or from weekly to shift, the employee's base hourly rate of pay and sick and vacation leave accrual rates and accumulated leave balances will be converted to equivalent annualized values.

Newly Hired Probationary Firefighters:

- C. The Town shall have the option of placing any and/or all newly hired probationary firefighters on a forty-eight (48) hour work week, not to include Sundays, for the purposes of training and orientation. Said training and orientation will not exceed a total of sixty (60) days.

2. Kelly Days

- A. In the event a scheduled Kelly day falls in the period of an individual's Vacation leave, one (1) shift day will be added to his Vacation leave.
- B. Kelly days shall be taken when earned.
- C. Kelly days currently selected will remain in effect until September 30, 1998.

- E. Kelly days shall be bid by seniority from May 1st through May 31st (as defined in Article 17 of this agreement).
- F. The bid shall take effect on October 1, 1998.
- G. Following the bid to take effect on October 1, 1998, Kelly days shall be rebid in every even numbered year, subsequent bids shall take effect October 1st of that year.
- H. The maximum amount of employees per rank, per shift allowed to bid a Kelly day shall be governed by the following:

<u>Number in rank per shift</u>	<u>Number allowed to bid per Kelly day*</u>
1 - 7	1
8 - 14	2
15 - 21	3

\* Two or more employees within the same rank may not bid the same Kelly day until such time as all remaining days of the week are equally filled.

3. Fire Inspectors:

- A. Five consecutive eight (8) hour days per week, including a one (1) hour paid lunch, subject to call. This will result in a forty (40) hour work week. The Chief will schedule the hours and consecutive days of work on a week-to-week basis provided that the Fire Inspector's schedule for the forthcoming week shall be posted by 5:00 p.m. on Tuesday of the previous week.
- B. Inspectors will observe all holidays on which Town Hall is closed.
- C. The Fire Chief shall prescribe hours of duty for an employee temporarily assigned inspection duties.

**ARTICLE 32**

**OVERTIME**

- 1. Hours worked in a pay period in excess of regularly scheduled paid hours shall be computed at the rate of one and one-half the employees earned rate of pay.**

ARTICLE 33

MANNING

1. The total number of traditional firefighters excluding the Fire Chief shall not fall below twenty-seven (27) people.

## ARTICLE 34

### WORKING OUT-OF- CLASSIFICATION

1. Employees who are temporarily assigned to a higher classification will receive the starting pay for that classification, but in no event will be compensated at a rate of pay which is less than 5% above their current rate of pay.
2. Any person temporarily assigned to a lower paying classification shall receive his original rate of pay and shall not suffer any loss of pay as a result of such reassignment.
3. Employees will not be transferred to another shift, station, or classification without the prior approval of the Chief.
4. 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. The two (2) weeks notice may be mutually waived.

## ARTICLE 35

### CONTRACT SAVINGS CLAUSE

1. 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.
2. The parties will sit to renegotiate within fifteen (15) calendar days a replacement provision.

ARTICLE 36

HOLIDAY PAY, SICK LEAVE AND VACATION LEAVE

1. HOLIDAY PAY

Forty-eight (48) hour employees covered by this agreement shall be compensated with their base hourly rate of pay for the following nine (9) designated holidays at a rate of twelve (12) hours of their base hourly rate of pay per holiday. Pay shall be paid to the employee on the pay date for the pay period in which the holiday falls.

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

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

2. CONVERSION OF PTO LEAVE TO SICK AND ANNUAL LEAVE

Upon the effective date of this Agreement, each employee shall be compensated at his/her base hourly rate of pay for all PTO hours over 1008 hours (680 hours for a forty [40] hour employee). Employees shall then convert any PTO leave, remaining or otherwise, to either sick or vacation leave; provided, however, that no employee exceed the maximum sick and/or vacation leave accumulations.

3. SICK LEAVE

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

Upon the effective date of this Agreement, leave shall be accrued on the following schedule:

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

B. Maximum Sick Leave Accumulation.

No forty-eight (48) hour employee shall accumulate more than 768 hours (520 hours for forty [40] hour employees) of sick leave. Once a forty-eight (48) hour employee reaches 768 hours (520 hours for forty [40] hour employees) of sick leave, his/her accruals will cease until his/her sick leave falls below 768 hours (520 hours for forty [40] hour employees).

- C. The request for and use of leave for sickness requires a telephonic message to the shift command prior to the beginning of the employee's work shift in accordance with the current department policy. Use of sick leave will be monitored administratively.
- D. Sick Leave/Vacation Conversion: One time per fiscal year, forty-eight (48) hour employees who have a minimum of 216 hours of accrued sick leave and forty (40) hour employees who have a minimum of 72 hours of accrued sick leave may convert one (1) day [twenty-four (24) hours for shift employees and eight (8) hours for forty (40) hour employees] of accrued sick leave to vacation leave.

4. VACATION LEAVE

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

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

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

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

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

B. Maximum Vacation Leave Accumulation.

An employee may accumulate and carry over to the next fiscal year unused vacation time at the end of the town's fiscal year at an amount equal to one (1) time his/her annual rate of accrual. At the end of each fiscal year, any accrued vacation leave in excess of the above will be forfeited.

In the event that an employee has regularly exercised the option to convert 24 hours of vacation leave to pay monthly (8 hours monthly for 40-hour employees), and if the employee has repeatedly been denied vacation requests despite good faith efforts to utilize vacation leave, or if the Chief or designee has rescinded a previously approved vacation request, the employee shall be compensated at the employee's base rate of pay for hours attributable to the above in excess of the employee's annual vacation accrual at the end of each fiscal year.

5. Approval of vacation leave for all employees shall be contingent upon a minimum of forty-eight hours advance written request and it is also contingent upon the Department's being able to meet all current Department policies regarding minimum manning requirements despite the employee's absence. All requests for forty-eight hour employees will be subject to a minimum block of twelve (12) hours and contingent upon the approval of the Chief or designee. The forty-eight (48) hour notice may be waived by the Chief or designee.
6. Vacation leave selection and its approval shall be determined by time in rank seniority. The total number of personnel permitted time-off per shift (inclusive of Kelly Days) at any one time shall be based on rank as follows:

<u>Total number of personnel in rank per shift</u>	<u>Total personnel permitted off</u>
3	2
4	2
5 - 7	3
8 - 10	4
11 or more	5

The Chief, in his sole and exclusive discretion, may permit more than the maximum number of Firefighters to be absent provided that:

1. Less than the maximum number of Driver Engineers or Lieutenants are absent;
2. There is sufficient personnel available;
3. There will be no additional cost to the Town.

7. The total number of personnel permitted off per shift shall be as follows:

<u>Total number of personnel per shift</u>	<u>Total personnel permitted off</u>
16-19	4
20-23	5
24-27	6
28-31	7
32-35	8
36-39	9
40-43	10

However, the Department may limit the number of personnel permitted to be off work below the above-levels in order to ensure compliance with Departmental minimum staffing levels. Minimum staffing levels will be established and implemented by the Fire Chief in his sole and exclusive discretion and may be changed from time-to-time.

8. Total number of personnel permitted off will include sick leave after one shift, worker's compensation leave, paid/unpaid leave of absence (including suspension), Kelly Days, "time pool" leave, and union time pool usage.
9. Forty-eight (48) hour employees may elect to convert twenty-four (24) hours of sick or vacation leave per month to pay. Forty (40) hour employees may elect to convert eight (8) hours of sick or vacation leave per month to pay. This election must be made on a quarterly basis. The conversion will be paid monthly on the first pay period following the end of each month in the quarter. The maximum pay-out for converted leave shall not exceed 288 hours annually for forty-eight (48) hour employees and 96 hours annually for forty (40) hour employees.
10. Leave accrual information will be provided to each employee for his individual accumulations on his/her paycheck stub.
11. Upon a forty-eight hour (48) employee's separation from the Town, up to 264 hours (160 hours for a forty [40] hour employee) of accumulated vacation leave and up to 744 hours (520 hours for a forty [40] hour employee) of accumulated sick leave will be paid to the employee at 100% of their base hourly rate of pay upon separation. All earned vacation and sick leave of employees who die, while in the employ of the town, shall be paid to estate of said individual.

## 12. Time Pool

- A. The Town agrees that the unit employees may establish a "time pool" to be administered by and for the members of the bargaining unit and this "time pool" shall be administered within the following guidelines:
  1. Membership in the Time Pool is voluntary on an individual basis and is available to all bargaining unit members.
  2. (a) Three (3) members of the bargaining unit will comprise the Time Pool committee.
    - (1) Two (2) members will be elected at large by the members of the bank.
    - (2) One (1) member will be appointed by the Executive Board of the Union.
  - (b) All members of the Committee must be members of the Time Pool.
  - (c) The elected representatives will be elected by the membership once a year. The appointed member will be selected by the Union Executive Board on the same yearly basis.
  - (d) In the event an elected member withdraws from the Committee, the post will be filled by the action of the remaining Committee members for the duration of the term of office. Should any representative appointed by the Union Executive Board withdraw from the Committee, the vacancy will be filled by another representative appointed by the Union Executive Board.

- (e) The representative appointed by the Union Executive Board shall be designated as chairperson.
3. Requirements for eligibility in the Time Pool are:
- (a) Bargaining unit employee.
  - (b) The employee must have worked a minimum of 240 hours (40 hour employee, 200 hours) prior to membership in the bank.
    - (1) Each participating member shall allocate twenty-four (24) hours (40 hour employee, 20 hours) to be deducted from their personal vacation and/or sick leave account.
    - (2) When the reserve in the Time Pool has been reduced to 120 hours, each member wishing to remain in the pool must allocate an additional twenty-four (24) hours (40 hour employees, 20 hours) of leave hours in writing through the committee.
    - (3) An employee who has been eligible for the Time Pool, but had previously not participated or dropped out of the Time Pool, must contribute not only the current assessments but also all previous assessments. These back assessments will be based upon the employee's date of hire or the date upon which s/he dropped his/her membership from the pool.
4. The office of the Department of Finance and the Committee shall maintain records of contributions and withdrawals from the Time Pool. All authorizations to contribute and withdraw time must be in writing and signed by the individual member.
5. When an assessment is authorized, the assessment shall be deducted from the individual's accrued leave.
6. Conditions for Pool Time use:
- (a) To be eligible to receive time from the Time Pool, an employee must be a member of the Time Pool prior to acquiring any illness, injury, or disability which might be eligible for Time pool withdrawal.
  - (b) A member must utilize 240 hours (40 hour employee, 200 hours) of his/her leave before being eligible to receive time from the Time Pool.
  - (c) Should a member acquire an illness, injury, or disability while on leave, the remainder of the leave plus 240 hours (40 hour employee, 200 hours) must be used before applying to the Time Pool.

- (d) Application for a Time Pool withdrawal must be submitted in memorandum form to the committee and shall provide the following information:
- (1) Name of applicant to receive time.
  - (2) Date illness, injury, or disability began and nature thereof.
  - (3) A physician's statement describing illness, injury, or disability and estimated length of time until return to duty. The committee shall have the right to request the applicant to select another physician from a list of five (5) physicians chosen by the Committee and have that physician review the initial statement and examine the applicant. The applicant will then provide the Committee with a statement from the chosen physician describing the illness, injury, or disability and estimated length of time until return to duty. The additional exam will be at the applicant's expense.
- (e) A member will be granted up to a maximum of 240 hours (40 hour employee, 200 hours) initially and may be granted additional increments of up to 240 hours (40 hour employee, 200 hours) as necessary for the same illness, injury or disability.
- (f) Leave time may be granted for illnesses, injuries, or disabilities directly suffered by members of the Time Pool and shall not be granted for members to care for relatives or dependents.
- (g) The use of Committee authorized Time Pool by an individual shall require compliance with department rules relating to use of leave (i.e., notice, approval to be absent, etc.) prior to the individual being absent from scheduled duty.
- (h) An employee who has been requested to return to light duty and who has been determined to be able to perform light duty, but has refused to return to work, will not be eligible for leave time pool.
- (i) A member will be granted a maximum of 576 hours (40 hour employees, 480 hours) per illness, injury or disability.
7. Two (2) members of the Committee shall constitute a quorum for rulings. Should the vote be tied (i.e., one to one), the third member will be contacted for his/her vote. Once the tie is broken, the ruling is made in accordance with the majority vote. In the event no agreement can be reached by the Committee, the matter shall be presented to the membership for a secret ballot vote, in which case a simple majority of those members voting shall determine the issue which decision shall be final.

8. Meetings are to be held at the call of the chairperson at a location to be specified by the chairperson.
9. A committee shall be nominated by the bank members to conduct elections for the leave bank representatives and to certify the results of said election.
10. Dissolution of Time Pool:  
In the event the Time Pool is dissolved, by mutual consent of the Town and Union, the unused credit remaining in the fund shall revert to the Town and no claim may be processed against the Town by current or former employees. The Union will hold the Town harmless against any claims made against the Town on account of Time Pool functions. Denial by the Committee for Time Pool usage for leave pursuant to this Article shall not be grievable.

13. Advanced Annual Vacation Leave

- (a) Advanced annual vacation leave will run from October 1st of each year to September 30th of the following year. Selection of advanced annual vacation leave will be July 1st through July 31st of each year and shall be selected by seniority. Posting will be done on or before August 20th of each year. Limitations on first selection, by seniority, will be the following maximums:

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

- (b) The bidding for and awarding of advanced annual vacation leave shall be based on Departmental seniority.
- (c) New probationary employee will not be permitted to bid advanced annual vacation leave which will fall within their probationary period.
- (d) Employees on an authorized absence during the advanced annual vacation leave bid period may:
  - (1) Bid their advanced annual vacation leave selections prior to the beginning of their authorized absence.
  - (2) Send their advanced annual vacation leave bid selections by certified mail during the advanced annual vacation leave bid period.
- (e) The calendar for regular vacation leave will open on August 20th of each year.

## ARTICLE 37

### LEAVES OF ABSENCE

1. Employees may take leaves of absence without pay for periods not to exceed six (6) months with permission of the Town. The Town Administrator and the Fire Chief may, at their discretion, permit longer leaves of absence.

ARTICLE 38

LONGEVITY

1. Each December the Town will pay to each employee hired prior to April 1, 1982, the following longevity payment which shall be based upon the employee's continuous service as of the immediately preceding September 30th:

<u>Length of Service</u>	<u>Longevity Payment</u>
36 - 71 months	\$ 1,000
72 - 119 months	1,500
120 or more months	2,000

2. For employees hired on April 1, 1982, or thereafter, the following longevity payments shall be paid:

<u>Length of Service</u>	<u>Longevity Payment</u>
36 - 71 months	\$ 500
72 - 119 months	1,000
120 - 180 months	1,500
181 or more months	2,000

3. For employees hired on October 1, 1985, or thereafter, the following longevity payments shall be paid:

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

**ARTICLE 39**

**STRIKES, LOCKOUTS**

- 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 40

### LABOR MANAGEMENT BOARD

1. A Labor Management board to focus on productivity and related Fire Department problems will meet with the Town Administrator and/or Fire Chief at least quarterly to discuss areas of mutual concern. Composition of the Board will be agreed upon by both the Town Administrator and/or Fire Chief and Union.

## ARTICLE 41

### REOPENER CLAUSE

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

## ARTICLE 42

### MILITARY LEAVE

1. Military leave shall be granted in accordance to Federal and State laws. In all cases a work day shall be interpreted to be a fire department shift.

## ARTICLE 43

### HOLDOVER

1. Employees required to begin work before their scheduled shift or to remain on duty beyond their regular tour of duty shall be paid at the rate of time and one half for actual time worked, with a guaranteed minimum of thirty (30) minutes at the applicable overtime rate.

## ARTICLE 44

### PERSONAL LIABILITY PROTECTION

1. 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 45

### CREATION OF NEW POSITIONS

1. 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 47

### PAYROLL ERRORS

1. Any error in an employees payroll check of \$50.00 or more shall be brought to the attention of the Fire Chief or his designee. If the error is not due to the negligence of the employee, the Town shall issue a check to the employee for the amount in error within three (3) working days after the proper notification is made by the employee. At the employee's option, this correction may be made on the following payroll check. Any errors amounting to less than \$50.00 shall be corrected on the following payroll check.

## ARTICLE 48

### PRIVATE DUTY DETAIL

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 rate of one and one half (1.5) times the hourly rate of pay for a topped out Firefighter at the salary grade maximum with a minimum of three (3) hours.

The Town's share of any private duty detail shall consist of:

- (a) \$3.00 per detail - administration fee.
- (b) A fee to reimburse the Town for matching FICA (7.65%); paying Workers' Compensation (7.17%) and liability coverage (1%). (These percentages will be adjusted in accordance with any rate increases and/or decreases.)

All details that extend past 12 midnight shall be compensated at an increased rate of an extra \$2.50 per hour for each hour after midnight, or any part thereof.

## ARTICLE 49

### 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. 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. 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 from the responsibility of using moderation and judgment in the use of alcohol at all times.
6. Being under the influence of alcohol and/or drugs while on duty, including lunch and break periods, is prohibited. "Under the influence" shall mean use or abuse of

those amounts of drugs, alcohol, or controlled substances which test at levels which meet or exceed those set forth in Section 12 of this Article or for those substances when no level is established in Section 12, which meet or exceed applicable federal or state limits.

7. No member of the bargaining unit shall be subject to random testing for drug, alcohol, or illegal substances unless the Town is required to perform random testing by state or federal law and/or federal regulations, or pursuant to follow-up testing as a part of rehabilitation. The Town shall require an employee to submit to drug and/or alcohol testing whenever it has reasonable suspicion that an employee is in violation of this policy. Random testing may be conducted, if provided for by collective bargaining agreement or in order to comply with a federal or state law or regulation.
8. For the purposes of reasonable suspicion drug/alcohol testing, "reasonable suspicion" includes, but is not limited to, the following:
  - A. Observable phenomena while at work, such as direct observation of drug use of the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;
  - B. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;
  - C. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;
  - D. Evidence that an individual has tampered with a test administered under this Article during his employment with the Town;
  - E. Evidence that an employee has, during his employment, violated the provisions of section 2, above.

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

9. Any employee who tests positive for alcohol and/or controlled substances, or who refuses to submit to testing, refuses to sign a consent form, fails to appear for testing, fails to cooperate and/or successfully complete rehabilitation programs and any required after-care programs, or tampers with the test specimen may be subject to disciplinary action, up to and including termination.
10. Testing for drugs or illegal substances shall be done through a blood and/or urine analysis, intoxalysis, hair analysis, or other state or federally approved testing method. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it is generally accepted by medical and/or toxicological experts

that testing for such substance is insufficiently accurate through urine samples or where testing of the substances through blood samples provides substantially greater accuracy. Urine samples shall be collected under supervision of the medical laboratory personnel in the following manner:

- A. Urine sample collection will be unwitnessed unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
- B. Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.
- C. Employees may observe the labeling, sealing, and packaging for routing of their urine samples by laboratory personnel.
- D. The laboratory shall maintain a record of the “chain of custody” or urine specimens.

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

- 11. Drugs, their metabolites, alcohol and other substances for which the Town will screen an employee’s urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9- carboxylic acid), methaqualone, methadone, opiates, and phencyclidine, and propoxyphene. All testing shall be done by a state or federally approved laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry [GC/MS]. Employees shall be required to document their legal drug and/or substance use, as required by the laboratory. Test results shall be treated with the same confidentiality as other medical records (except that they may be released to the Town, the Union [if applicable], in any proceedings held regarding any disciplinary action on account of a positive drug test result, and to any governmental agency).

The standards to be used for employee drug testing are as follows:

Drug Testing Standards

<u>Drug/Metabolite Test</u>	<u>Screening Test</u>	<u>Confirmation</u>
Amphetamines	1000 NG/ML	500 NG/ML
Barbiturates	300 NG/ML	150 NG/ML
Benzodiazepines	300 NG/ML	150 NG/ML
Cocaine	300 NG/ML	150 NG/ML

Marijuana	100 NG/ML	15 NG/ML
Methaqualone	300 NG/ML	150 NG/ML
Opiates	300 NG/ML	300 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Propoxyphene	300 NG/ML	150 NG/ML
Methadone	300 NG/ML	150 NG/ML

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

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

12. Each employee shall have the right to challenge the Town's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.
13. The Town, in its discretion, may discipline an employee for drug and/or alcohol use/abuse and/or the Town may offer rehabilitation to the employee. It is recognized that the Town must make its determination as to whether to discipline and/or attempt to rehabilitate an individual who tests positive for being under the influence of alcohol, drugs or illegal substances on a case-by-case basis. If the Union believes the Town has acted arbitrarily and capriciously in its determination of whether to recommend rehabilitation of an employee, the Union may grieve the Town's decision. In the event the Town offers to rehabilitate an employee, the Town may place the employee on administrative leave without pay. If the employee so elects, the employee will be permitted to utilize accrued leave during his or her period of rehabilitation. An employee who fails to complete the entire rehabilitation program, including follow-up care, may be terminated. Also, in the event the Town elects to rehabilitate an employee, the Town is only obligated to offer rehabilitation to an employee one time and future "relapses" may be dealt with by immediate termination.
14. If the Town offers an employee the opportunity to enter into a drug or alcohol rehabilitation program, the Town may require the employee to execute any and all appropriate consent/release forms so that the Town can certify that the employee is enrolled in the program, is completing it, has completed it successfully, and/or is attending any after-care program. The Town may require an employee to submit to random testing for up to two (2) years after the employee returns to work. All counseling or treatment provided for in this policy is to be at the employee's expense, however nothing shall preclude the employee from submitting his or her expenses for reimbursement in accordance with any appropriate medical plan sponsored by the Town.
15. It is the responsibility of each employee who observes or has knowledge of another employee in a condition which the employee is or appears to be impaired in the performance of his or her job duties or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report the fact to his or her immediate supervisor. Any employee who, in good faith based

on reasonable suspicion, reports an alleged violation of this policy, or any supervisory or managerial employee who investigates or takes action in good faith based on reasonable suspicion, shall not be harassed, retaliated against, or discriminated against in any way for making reports or participating in any investigation or action based thereon.

16. Any employee who is convicted of a criminal drug statute violation, or of any law involving driving a motor vehicle while intoxicated on or off the job may be subject to immediate disciplinary action, up to and including termination. As used herein, the term “convicted” means a plea of guilty, a plea of “nolo contendere,” or a finding of guilty (regardless of whether adjudication is withheld) by any judicial body charged with the responsibility to determine violations of federal, Florida or any other state criminal drug statute or law concerning driving while intoxicated.
17. Any employee who is arrested, charged and/or convicted of a criminal drug statute violation, or of any law concerning driving while intoxicated on or off the job must so notify the Town’s Fire Chief, in writing, no later than five (5) calendar days following such arrest, charge or conviction. It is the responsibility of the Town to notify any federal agency with which the Town has a contract or grant as a condition of employment involving any employee convicted of any criminal drug statute for a violation occurring in the workplace within ten (10) days after receiving notice by the employee or by any other party.
18. Pursuant to an on-going drug and alcohol awareness program, the Town will periodically inform employees, formally and/or informally, of the dangers of drug and alcohol abuse in the workplace, the Town’s policy of maintaining a drug-free and alcohol-free workplace, available drug and alcohol counseling, rehabilitation and assistance programs, and that violation of the Town’s policy may result in disciplinary action, up to and including termination.
19. This policy will be posted in all fire stations and issued to all employees for placement in their employee manual.
20. An employee who refuses drug or alcohol testing may be subject to disciplinary action up to and including termination.

ARTICLE 50  
LOCAL 2315 RETIREE BENEFIT FUND

A. Establishment of the Retiree Benefit Fund

1. Local 2315 shall establish the Local 2315 Retiree Benefit Fund (“Retiree Benefit Fund”), in conformance with all applicable Federal (including but not limited to the Internal Revenue Code and applicable rules) and Florida Law, to provide full or partial payments for health insurance premiums and other benefits on behalf of former employees of the Town of Davie Fire Department who retire and separate on or after October 1, 1999.
2. Local 2315 agrees that the Town will have no liability or responsibility for implementation or administration of the Retiree Benefit Fund, including but not limited to any of the expenses or benefits of the fund. Local 2315 and the Retiree Benefit Fund shall indemnify, and hold the Town harmless against claim, demand, suit, or liability, and for attorneys’ fees and legal costs arising in relation to the implementation or administration of the Retiree Benefit Fund, except to the extent that the Town’s acts or omissions give rise to its own liability.
3. All employees covered by this Collective Bargaining Agreement shall be eligible to participate in the Retiree Benefit Fund. Any and all eligibility requirements and benefits provided through the Retiree Benefit Fund will be determined by the Board of Trustees of the Retiree Benefit Fund.

B. Town Contributions.

1. Within thirty (30) days after this Collective Bargaining Agreement (i.e., the agreement covering the period from October 1, 1999, through September 30, 2002) is ratified by both parties, the Town shall make a lump sum contribution to the Retiree Benefit Fund in an amount equal to two percent (2%) of the bargaining unit employees’ payroll (which shall consist of base pay as set forth in Article 46 of this Agreement, the educational incentives under Article 28 of this Agreement, the longevity payments under Article 38 of this Agreement, and, the holiday pay and accrued vacation or sick leave converted to pay under Article 36 of this Agreement) and shall be before any employee deductions for items including but not limited to pension contributions, social security, and Medicare payments for the period of October 1, 1999, through the pay date of June 2, 2000.
2. Commencing with the pay date of June 16, 2000, the Town will begin contributing to the Retiree Benefit Fund in an amount equal to two percent (2%) of each bargaining unit employee’s pay as defined above (i.e., base pay, educational incentives, longevity payments, and, the holiday pay and accrued vacation or sick leave that has been converted to pay) and shall be before any employee deductions for items including but not limited to pension contributions, social security, and Medicare payments per pay-period. The Town’s contributions to the Retiree Benefit Fund shall be made within ten (10) days after each pay-period.
3. When making the contributions as provided for in this Article, the Town shall simultaneously provide a list of all bargaining unit members for whom payment has been made and the basis for the amount of payment made.

ARTICLE 51

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 October 1, 1999, until 11:59 p.m., September 30, 2002. No earlier than April 1, 2002, and no later than May 31, 2002, any party desiring to add to, delete from, or modify any provision of this Agreement shall notify the other party in writing, identifying the article(s) it desires to negotiate. Negotiations should commence within thirty (30) days of receipt of said notice. If a new agreement is not reached by October 1, 2002, this agreement shall continue in effect until a new agreement is signed.

This agreement is signed \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
President, Local 2315

\_\_\_\_\_  
Harry Venis, Mayor

\_\_\_\_\_  
Local 2315

\_\_\_\_\_  
Robert C. Middaugh, Town Administrator