

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF DAVIE, FLORIDA

-And-

DAVIE PROFESSIONAL FIRE FIGHTERS

LOCAL 2315 AFL-CIO

SUPERVISORY UNIT

October 1, 2014 – September 30, 2017

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ARTICLE 1

RECOGNITION

1. The Town of Davie (the "Town") hereby recognizes the Davie Professional Firefighters, Local 2315, IAFF (the "Union"), as exclusive bargaining representative of all employees in its Fire Rescue Department holding the Town of Davie "Supervisory" job classifications of Battalion Chief and Fire Inspector Supervisor.
2. This Agreement shall refer to the Union members covered by the terms of this "Supervisory Unit" agreement as "employees" or "members", and cross references may also be made in this Agreement to the collective bargaining agreement between the Town and the IAFF bargaining unit that covers other Rank and File unit employees.
3. The parties agree to submit a joint petition to the Public Employees Relations Commission through which the parties shall agree to a Unit Clarification based upon their agreement that the classification of Fire Rescue Captain shall be/has been eliminated.
4. Based upon the decision to eliminate the Fire Rescue Captain position (in the Rank and File Unit) and replace that position with Battalion Chief positions, the parties have agreed that the six (6) employees in the former Fire Rescue Captain position shall be promoted to a Battalion Chief position within thirty (30) days of the ratification date of this 2014-2017 Agreement.
5. The parties also agree that based on the unique circumstances regarding the elimination of the Fire Rescue Captain position (in the Rank and File Unit) and the subsequent promotion of the employees in that position to the Battalion Chief positions covered by this Agreement, any of these six (6) employees who are not initially placed in the maximum step in the new Battalion Chief pay plan (Exhibit A), shall be eligible for a step increase (as provided in Article 46, Section 2) as of October 1, 2015, even though the initial twelve (12) month probationary period of those employees may not have expired.
6. The parties also agree that any employee in the Fire Rescue Captain position who does not have at least an A.S. Degree in Fire Science/EMS or closely related field, as determined by the Fire Chief or designee on the date the employee is promoted to Battalion Chief shall obtain an A. S. Degree in Fire Science/EMS or closely related field, as determined by the Fire Chief or designee, within twenty-four (24) months of the date of the employee's promotion to Battalion Chief or the employee shall be subject to demotion to the position held before Fire Rescue Captain for failure to meet this mandatory educational requirement, and the parties agree that a demotion for this reason shall not be subject to the grievance procedure or any other appeal or challenge in any forum.

48 **ARTICLE 2**

49 **NON-DISCRIMINATION**

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

RESIDENCY REQUIREMENTS

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

ARTICLE 4

UNION RIGHTS

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1. All employees of the Town of Davie Fire Rescue Department covered by this agreement shall have the right to join the Union to engage in lawful concerted activities for the purpose of collective negotiations of bargaining or other mutual aid for protection all free from restraint, coercion, discrimination or reprisal. The Union and its duly elected or appointed representatives shall have the right, to express or communicate to management any view, grievance, complaint or opinion, related to the conditions of compensation of public employees or their betterment. This provision shall not abridge the right of any employee to bring forth a grievance on their own behalf. The parties also agree, however, that based on the supervisory obligations that arise out of the job duties of each member covered by this Supervisory Agreement, the exercise of any members rights covered by this section shall be limited to appropriate places and times that will not interfere in any way with said employees job duties and obligations as a Fire Rescue supervisor.

2. Nothing shall abridge the right of any duly elected or appointed representative of the Union to present views of the Union on issues which affect the welfare of its members, as long as it is clearly presented as the views of the Union and not necessarily the Town, and provided, however, that any member's exercise of such rights shall be limited to appropriate places and times that will not interfere in any way with said employees job duties and obligations as a Fire Rescue supervisor.

7. The Union will provide management with a list of all duly elected and appointed representatives.

ARTICLE 5

MANAGEMENT RIGHTS

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 Rescue Department; to set standards for services to be offered to the public; to direct the employees of the Town; to determine create, and establish Town of Davie job classifications and specifications; to determine the method and means for selection for initial hire and for promotions; schedule employees in positions with the Town; to suspend (suspensions which are less than or equal to forty eight (48) hours for shift employees or forty hours (40) for non-shift employees cannot be grieved beyond the Town Administrator step of the grievance procedure; suspensions which are greater than forty eight (48) hours for shift employees or forty (40) hours for non-shift employees, may be grieved and arbitrated but shall be reviewed based on an arbitrary and capricious standard); to demote and discharge 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 Rescue 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

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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 employee's 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.

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

UNION BUSINESS

1. One (1) member 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 one (1) Union representative time off to discuss working conditions with Town officials, attend grievance hearings, and consult with Town officials, (including attendance at all labor management meetings) at a time mutually agreeable. This can be accomplished using the union time pool.
3. In the case where a Pension meeting or official pension conference/training is scheduled during an employee's work hours, the Town shall permit up to two (2) members of the Pension Board of Trustees (inclusive of the employees in this Supervisory Unit and employees in the Rank and File bargaining unit) to attend with no loss of pay for up to a maximum of four (4) shifts per year for 48 hour employees or 10 days (80 hours) for 40 hour employees.

4. 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). Donated time will be recorded by the Town as dollar value in and dollar value out. The value of each contribution shall be determined by the employee's current rate of pay at the time of each assessment.

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 no event may the Union Time Pool exceed the dollar value of 1440 hours or 60 shifts of Captain's base pay at the prevailing maximum pay grade hourly rate.

- 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. Under normal circumstances, the Union shall provide the Town with at least twenty four (24) hours notice before utilizing the Union Time Pool. The Union Time Pool shall be used to reimburse the Town for hours worked by employees replacing those employees utilizing the Union Time Pool. If the

258 replacement employee receives overtime pay, the Union Time Pool shall be
259 charged one and one-half hours for every hour worked by the replacement
260 employee. If necessary, employees utilizing the Union Time Pool shall be paid
261 by the Town in accordance with the overtime procedures set forth in Article 32
262 of this Agreement, and replaced by the Town in the same manner that the
263 Town fills any other absence causing overtime.
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265 Up to three (3) members of the Union (inclusive of the employees in this
266 Supervisory Unit and employees in the Rank and File bargaining unit), as
267 designated by the President, shall be allowed time off to attend the Union's
268 State Convention utilizing the Union Time Pool. Each delegate shall be
269 allowed to take off two (2) shifts during each fiscal year.
270

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

277 Up to two (2) members who are designated Union representatives (inclusive of
278 the employees in this Supervisory Unit and employees in the Rank and File
279 bargaining unit), as designated by the President, shall be allowed up to three
280 (3) hours of time off to attend a regular monthly general Union membership
281 meeting utilizing the Union Time Pool.
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283 Use of Union Time Pool shall be subject to approval of the Fire Chief and or
284 his/her designee. Approval shall not be withheld unreasonably.
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ARTICLE 8

PREVAILING RIGHTS

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

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ARTICLE 9

RULES AND REGULATIONS/POLICIES

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

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ARTICLE 10

JURY DUTY

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

If an employee is scheduled to work a shift swap, the employee shall make a documented attempt with the court system process to reschedule their jury duty. If the attempt is denied by the court system or extenuating circumstances exist, the town shall provide coverage for the employee to be released from duty during the scheduled time period.

ARTICLE 11

PENSION PLAN

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

ARTICLE 12

SHARE PLAN

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1. Effective upon the ratification date of this 2014-2017 Agreement, all members of this bargaining unit shall be eligible for the Share Plan created under the terms provided in the Collective Bargaining Agreement between the Town and the IAFF's Rank and File bargaining unit.

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ARTICLE 13

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 the following procedure.

Grievances involving suspensions which are less than or equal to forty eight (48) hours for shift employees or forty (40) hours for non-shift employees may be processed only through Step 2 of the grievance procedure, where the parties agree that the decision of the Town Administrator shall be final and not subject to further review or appeal. 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 a written grievance to the Fire Chief or designee, Monday through Friday from 8:30 a.m. to 4:30 p.m., within fifteen (15) calendar days within the time the grievant or the Union knew or should have known about the occurrence giving rise to the grievance. A Union representative shall always be present at any time the Town discusses a grievance with a grievant. The Fire Chief or designee 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 Fire Chief or designee shall attempt to adjust the matter and shall respond in writing to the employee and the Union within fifteen (15) calendar days of receipt of the grievance.

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

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 submit the grievance to arbitration by filing a written request for a panel of arbitrators with the Federal Mediation

420 and Conciliation Service (FMCS) and providing the Town with a copy of such request.
421 The Union shall have the exclusive right to proceed to arbitration on behalf of its
422 members. The award of the arbitrator shall be final and binding on both parties.

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424 All deadlines may be extended upon mutual agreement of the Town and the Union.
425 Deadlines shall be extended automatically upon a Town declared State of Emergency.
426 Failure of the Town to make a decision within the time limits at each step shall be deemed
427 a denial and the grievance may proceed to the next step

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

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433 In the event either party claims a dispute is non-arbitrable, the arbitrator's ruling shall first
434 address that issue. If the arbitrator deems the issue non-arbitrable, then no ruling on the
435 merits shall be issued.

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437 For grievances challenging a suspension which is greater than forty eight (48) hours for
438 shift employees or greater than forty (40) hours for non-shift employees, the arbitrator
439 shall determine whether the management decision was arbitrary and capricious. Only
440 grievances challenging a demotion or discharge shall be reviewed by an arbitrator
441 utilizing the just and proper cause standard.

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ARTICLE 14

PROTECTIVE CLOTHING, EQUIPMENT, AND UNIFORMS

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

- 451
452 1 - Bunker Coat with liner
453 1 - Pair of Bunker Pants with liner
454 1 - Pair of firefighter type suspenders, color optional
455 1 - Eye protection
456 1 - Fire helmet
457 1 - Pair of five-finger, full protection type fire gloves
458 Flashlight of high quality, heavy duty (sufficient number for
459 personnel on duty)
460 1 - Self contained breathing apparatus/sufficient number
461 for personnel on duty
462 1 - Pair Bunker boots (short)
463 1 - Head protector/hood
464 1 - SCBA face mask
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466 All SCBA equipment shall be maintained and/or repaired by trained personnel.
467

468 Pursuant to NFPA standards, the Authority Having Jurisdiction (AHJ), (Fire
469 Chief or designee) shall ensure that protective clothing and equipment is
470 supplied to provide protection from those hazards that personnel are exposed to
471 or could be exposed to; furthermore shall ensure that equipment commensurate
472 with the respective operational capabilities for all fire rescue operations
473 including, but not limited to, technical search and rescue incidents and training
474 exercises, is provided.
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476 Employees may purchase additional personal or safety equipment (NFPA
477 approved, if applicable) with written approval from the Fire Chief or designee
478 for use in their official position with the Town of Davie.
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- 480 2. The Town shall furnish the following uniforms to each employee:
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- 482 A. Four dress shirts [consisting of three (3) short sleeve and (1) long
483 sleeve].
484 Five pairs of pants [consisting of four (4) work pants and one (1) dress
485 pants]
486 One cold weather jacket
487 Five undershirts
488 One ball cap
489 One uniform belt

- 490 One pair work shoes (with steel or composite toe protection)
491 One pair of dress shoes
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493 B. The Town shall supply required badges, shields, insignias, patches and
494 emblems as determined by the Fire Chief or designee.
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496 C. Only items determined by the Fire Chief or designee may be worn while in
497 uniform.
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499 D. The Town shall pay or supply a cleaning agency for uniforms.
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501 3. All of the above listed protective clothing, equipment and uniforms shall be
502 repaired or replaced by the Town as needed.
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504 4. Employees will be responsible for reimbursing the Town for the cost of
505 replacement, less insurance proceeds, of protective clothing, equipment and
506 uniforms lost, damaged or destroyed due to gross negligence of the employee.
507 Nothing in this article shall excuse an employee from responsibility for any and
508 all equipment or materials which are issued or assigned to the employee on a
509 regular or temporary basis which is lost, damaged or destroyed due to
510 negligence.
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512 5. The Fire Chief or designee shall inspect the protective clothing and above listed
513 equipment at least every twelve (12) months
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ARTICLE 15

DEPARTMENTAL ORIENTATION AND TRAINING

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

FIRE RESCUE DEPARTMENT SAFETY COMMITTEE

The Town and the Union agree to cooperate to the fullest extent in the promotion of safety with regard to gear/equipment and living conditions.

Employees covered by this Agreement may volunteer to participate in the Fire Rescue Department Safety Committee or the Town-wide Safety Committee, but all such participation must be done on the employee's own time.

ARTICLE 17

ANNUAL PHYSICAL EXAMINATION

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

ARTICLE 18

SENIORITY

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581
582 1. It is agreed that seniority shall be applicable for all members of this Unit and shall
583 mean employment in the classified service which is uninterrupted except for
584 authorized leaves of absence. Time lost due to leaves of absence shall not be included
585 in the determination of length of continuous service except where limited by law.
586
587 2. Authorized paid leaves of absence shall be included as part of continuous service.
588
589 3. Current and accurate seniority rosters, based on time in rank and time in service, shall
590 be maintained and posted for all positions. Seniority shall be utilized in selection of
591 vacation but not for "Kelly Days". Seniority shall be determined in the following
592 order:
593
594 A - Rank
595 B - Length of time in rank
596 C - Length of service in a Davie Fire Rescue Department job classification(s)
597 covered by this collective bargaining agreement.
598 D - For employees hired on the same date and in the same rank, seniority shall
599 be based first upon score on the promotional exam and then date and time of
600 original application.
601
602 4. Layoffs shall be in reverse order of hiring in each job classification, last hired first laid
603 off. Employees will be placed on a recall list of the job classification from which they
604 are laid off for a period of one (1) year. Recall will be in reverse order of layoff.
605 Recall will be made by certified mail to the last address in the employee's record. The
606 employee must, within twenty (20) days of the certified receipt date, signify his
607 intention of returning to work to the office of the Chief and report within thirty (30)
608 days thereafter, and/or may be extended for a mutually agreeable period of time,
609 otherwise his name shall be automatically removed from the recall list. No new
610 employees will be hired until all laid-off employees on a recall list are recalled. Thirty
611 (30) days advance notice, or pay in lieu thereof, shall be given to each employee to be
612 laid-off.
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ARTICLE 19

ON THE JOB INJURY

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

- 660 4. Time off from work under this Article shall be counted as time worked for purposes of
661 computing seniority. Sick and vacation time shall be earned for up to one (1) year
662 from the date of injury. All accruals during this time shall remain as if the employee
663 had never been injured.
664
- 665 5. In order to receive full pay from the Town, in the event that the employee has been
666 issued any workers' compensation check(s), the employee will be required to endorse
667 those checks, thus assigning payment to the Town.
668
- 669 6. In order for an employee to be eligible for full pay, s/he must return to work on a light
670 or limited duty basis if so ordered by the Town, providing a doctor releases the
671 employee to perform light or limited duty.
672
- 673 7. Light Duty - As a condition of receiving the supplement benefit set forth in paragraph
674 1, above, the Town may require the employee to perform light duty work subject to
675 the following conditions:
676
- 677 A. Light duty work shall be performed for the Fire Rescue Department or
678 Town and shall be duties the employee is physically and
679 psychologically able to perform, as determined by a physician. The
680 work hours of light duty will be determined by the Fire Chief or
681 designee.
682
- 683 B. When approved by Fire Chief or designee, while working light duty,
684 the employee shall be permitted time off, with pay, to receive medical
685 care for said illness or injury.
686
- 687 8. The Town shall establish and implement a procedure for reporting incidents, when an
688 employee, in the performance of their duties, is required to perform rescue or provide
689 medical assistance. All employees shall comply with the injury, accident and/or
690 incident report requirements of the Town. The Town shall publish and make the
691 requirements available to all supervisors. Wherever possible all work related injuries
692 shall be reported in writing before the end of the shift on which the injury occurred.
693
- 694 9. No employee who is able to return to his/her regular job, within one (1) year of date of
695 injury shall be refused reemployment or assignment to regular duty if vacancy exists
696 because s/he suffered an injury arising out of and in the course of his/her employment,
697 unless said employee is receiving the benefits provided in Section 1 of this Article,
698 Social Security disability benefits, or a disability pension. Leave on account of such a
699 disability shall not interrupt seniority and shall be counted as time worked for
700 purposes of computing seniority.
701
- 702 10. Employees who sustain a work related injury or are involved in a vehicle accident that
703 results in either bodily injury or more than \$250 in property damage may be required
704 to submit to a post accident drug test pursuant to the Town's Worker's Compensation

705 Policy. Accidents resulting in less than \$250 in property damage may result in the
706 submission to a drug test under the provisions of this Agreement.
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ARTICLE 20

ENVIRONMENTAL CONDITIONS

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1. In recognition of the need of members of the Fire Rescue Department to have safe and healthy 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, shall be of high quality, equivalent to reasonable living conditions, and shall provide for adequate separation for dressing and sleeping. 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

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1. In the event of a death of a member of the employee's immediate family described in Section 2, shift employees shall be granted immediate bereavement leave of two (2) shifts in state and a forty (40) hour employee shall be granted immediate bereavement leave of three (3) eight (8) hour days. Shift employees will be granted three (3) shifts without loss of pay if the employee travels to a funeral outside of the State and the forty (40) hour employee will be granted five (5) eight (8) hour days without loss of pay if the employee travels to a funeral outside of a the State. If one of the days or shifts falls on a Kelly Day that day shall count toward the days or shifts in the leave. In the event that additional time is requested by the employee, it shall be charged to sick and/or vacation leave at the request of the employee when approved by the Fire Chief or designee.
2. Immediate family is defined as: father, mother, son, daughter, sister, brother, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, registered domestic partner pursuant to Broward (or applicable) County ordinance, grandparents and spouse's grandparents.
3. The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

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ARTICLE 22

VACANCIES

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

ARTICLE 23

SHIFT EXCHANGE

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

- 823 5. The responsibility of use and payback of shift exchanges is the sole responsibility of
824 the employees engaging in the exchange and must be repaid within a 12 month
825 period.
826
- 827 6. The Town shall have no liability or responsibility in the accumulation of shift
828 exchange time between employees in accordance with provisions of the Fair Labor
829 Standards Act.
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ARTICLE 24

REQUIRED COURT APPEARANCES

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

ARTICLE 25

PROBATIONARY EMPLOYEES

A. NEW EMPLOYEES

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

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

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

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

B. PROMOTED EMPLOYEES

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

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

911
912 An employee's promotional probation may be extended at the discretion of the Fire
913 Chief or designee for a maximum period of six (6) additional months. Should
914 probation be extended, notice shall be given prior to the end of the probationary
915 period. Subsequent to giving notice of extension, a remediation plan shall be
916 provided to the employee. The Town shall notify an unsuccessful probationary
917 employee prior to the end of the probationary period or the extended probationary
918 period that they have not passed probation. Should the Town fail to provide timely
919 notification that probation has not been passed, or that probation has been
920 extended, then probation shall be deemed passed. Notice must be written and also
921 must be provided to the Union.

922
923 If an employee is returned to his/her former classification during his/her
924 promotional probationary period for any reason other than failure to satisfactorily
925 complete his/her promotional probationary period or voluntary reversion, then the
926 employee will have his/her previous score reinstated on the applicable eligibility
927 list if the same list is still in effect.

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ARTICLE 26

EDUCATION INCENTIVE PROGRAM

SECTION 1

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

1. E.M.T. State Certificate: \$1,750 flat rate*
2. Fire Officer I State Certificate/ Fire Science Certificate: \$900 flat rate
3. Employees hired before April 1, 2012, who have an A.S. Degree in Fire Science/EMS or closely related field, as determined by the Fire Chief or designee: Step increase (not to exceed maximum pay grade) per Town Personnel Rules and Regulations.
4. Paramedic State Certificate: (Fire Inspector and personnel assigned to the fire inspection bureau are not eligible. Shift personnel temporarily assigned to Fire Inspection Bureau are eligible.)
\$5,000 flat rate* Must be a Florida State certified paramedic and signed off by the Medical Director.*
Increases to \$5,500 after 3 yrs working experience** as a State certified paramedic.*
Increases to \$6,000 flat rate after 4 years working experience** as a State certified paramedic.*
Increases to \$6,500 flat rate after 5 years working experience** as a State certified paramedic.*

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

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

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

SECTION 2

A. The Town shall provide and schedule, in a timely manner, an opportunity for required re-certifications to be administered on duty. Employees who do not utilize the provided on duty scheduled training will be responsible for securing their own

976 required re-certifications from a provider approved by the Fire Chief and EMS
977 Medical Director. All required re-certifications shall be reimbursed by the Town,
978 provided prior approval for both the course and cost is granted by the Fire Chief or
979 designee. In no case shall the reimbursement exceed the cost that would have been
980 paid by the Town had the employee utilized the on duty scheduled training.
981

- 982 B. The Town of Davie agrees to reimburse employees in accordance with the current
983 Town of Davie Tuition Reimbursement Policy currently in force for all other non-
984 represented employees of the Town (as of September 19, 2012). All reimbursements
985 for employees of the Fire Rescue Department will be with the approval of the Fire
986 Chief or designee.
987

988 Unless otherwise provided for in this contract, The Town of Davie will reimburse, in
989 accordance with the current Town of Davie Tuition Reimbursement Policy
990 (September 19, 2012), the tuition costs equivalent to those amounts charged by a
991 State of Florida University or Community College if course is available at the lower
992 level institution.
993

- 994 C. Employees who let their certification lapse or who separate from the Town's employ
995 will be required to reimburse the Town for all educational reimbursements and/or
996 reimbursements for obtaining/maintaining certification which had been received by
997 the employee within the past two (2) years.
998

- 999 D. Employees of the Fire Rescue Department shall use their vacation leave to attend
1000 courses which they elect to attend upon approval by the Fire Chief or designee.
1001 Members may be permitted to attend courses without loss of pay or time when
1002 approved by the Fire Chief or designee.
1003

- 1004 E. Classes that are required in order to maintain an employee's current position or are
1005 required in order to obtain a promotion into another bargaining unit position, shall be
1006 reimbursed by the Town of Davie in accordance with the Tuition Reimbursement
1007 Policy; however, reimbursement shall be at 100% regardless of the passing grade.
1008 The Town agrees to reimburse employees within 45 days of the receipt of the grade
1009 from the employee.
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ARTICLE 27
INSURANCE

1. The Town shall provide \$50,000* term life insurance protection for each member of the Fire Rescue Department as part of the IRC 125 plan.

2. The Town agrees to offer to employees an IRC 125 cafeteria plan that will allow employees to choose health, dental, life, LTD and STD coverage based on their individual needs. The Town agrees to offer at least one health insurance plan and one dental plan which shall be covered at 100% for single coverage and 50% for family coverage. Employees will be given a Benefit Choice Dollar amount, which will be budgeted by the Town Administrator as part of the budget each year, to spend on benefits each pay period. Employees may elect to choose a more benefit rich plan, in which case an employee's out of pocket expense will be greater, or an employee may choose a less benefit rich plan, the result of which would be a lower premium out of pocket.

3. Except where precluded by law, the Town agrees to maintain substantially equivalent benefits under its Town-sponsored group insurance policy for the term of this Agreement. The Town agrees to meet with at least one member of the bargaining unit annually to discuss insurance issues. If the Town changes insurance plans or carriers it reserves the right to establish a deductible not to exceed \$100, and an out of network deductible not to exceed \$200 for at least one plan to take effect on the annual election date. Employees will be notified of any plan changes or increases on or before the annual election date.

4. In accordance with Florida Statutes, the Town shall make available the above-specified health insurance coverage (at the Town's premium) to all bargaining unit employees who retire from the Town's employment. A retired employee may only receive dependent coverage if and to the extent s/he had dependent coverage at the time of retirement. If elected, insurance coverage will be at no cost to the Town.

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

ARTICLE 28

HOURS OF DUTY AND EXEMPT SALARY STATUS

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- I. Employees covered by this Agreement will be assigned to work on schedules that include, as noted below, a 24/48 hour shift schedule or a 40 hour schedule and/or a swing shift work schedule, as determined in the sole discretion of the Fire Chief. Because employees covered by this Agreement are exempt salaried status employees under the Fair Labor Standards Act, they may be periodically required to work irregular or extended hours, shifts, and/or work schedules as part of their regular duties, but the parties agree that the employees in this Supervisory Unit are not entitled to overtime pay.
 - 1. Shift Assignment, forty-eight (48) hour:
 - i. Twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, with a Kelly day (shift off) every 7th shift.
 - 2. Weekly Assignment, forty-eight (48) hour:
 - i. Four (4) ten (10) hour and one (1) eight hour day or three (3) eight (8) hour and one (1) twenty-four (24) hour day or five (5) eight (8) hour days and eight hours of on call or other time to be designated by the Fire Chief or combination thereof. These schedules shall be assigned at the Fire Chief's discretion
 - 3. Weekly Assignment, forty (40) hour:
 - i. Workweek consisting of five (5) consecutive eight (8) hour workdays with an additional unpaid lunch period each day, or at the Fire Chief's discretion four (4) ten (10) hour workdays with an unpaid lunch period each day.
- B. Fire Inspector Supervisor:
 - i. Workweek consisting of five (5) consecutive eight (8) hour workdays with an additional unpaid lunch per day, per work week, or at the Fire Chief's discretion four (4) ten (10) hour workdays with an additional unpaid lunch per day, per work week.
 - ii. Fire Inspector Supervisors required to be on call more than eight (8) weeks per year shall earn one (1) personal day per year. Fire Inspector Supervisors required to be on call more than sixteen (16) weeks per year shall be granted two (2) personal days per year.

- 1093 II. The Fire Chief, or designee in his or her sole and exclusive discretion, will assign
1094 employees to work shift assignments or weekly assignments. The Fire Chief or
1095 designee, in his or her sole and exclusive discretion, may change assignments. No
1096 changes in assignment (from shift to weekly or weekly to shift) will occur without a
1097 two (2) week notice from the Fire Chief or designee. The two (2) week notice may be
1098 mutually waived if agreed upon by both parties. Applicable leave will accrue at a pro
1099 rated value.
1100
- 1101 III. When an employee's assignment is changed from forty-eight (48) hour to forty (40)
1102 hour or from forty (40) hour to forty-eight (48) hour, the employee's base hourly rate
1103 of pay and sick and vacation leave accrual rates and accumulated leave balances will
1104 be converted to equivalent annualized values.
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- 1106 IV. Kelly Days shall be assigned in the sole discretion of the Fire Chief or designee.
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ARTICLE 29

WORKING OUT-OF- CLASSIFICATION

1. Any person temporarily assigned to a lower paying classification shall receive his or her original rate of pay and shall not suffer any loss of pay as a result of such reassignment.

2. An employee who is permanently transferred from one shift to another will receive written notification of transfer no later than two (2) weeks prior to the effective date of transfer, except in emergencies declared by the Fire Chief or designee. The two (2) weeks notice may be mutually waived.

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ARTICLE 30

CONTRACT SAVINGS CLAUSE

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

ARTICLE 31

HOLIDAY PAY, SICK LEAVE AND VACATION LEAVE

I. HOLIDAY PAY

Forty-eight (48) hour employees covered by this agreement shall be compensated with their base hourly rate of pay for twelve and one half (12.5) holidays per year as designated by the Town, excluding Quality Service Days, at a rate of twelve (12) hours of their base hourly rate of pay per holiday. Pay shall be paid to the employee on the pay date for the pay period in which the holiday falls.

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

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

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

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 or one [1] day per month.

B. Maximum Sick Leave Accumulation.

No Forty-eight (48) hour employees shall accumulate more than 1040 hours (520 hours for forty [40] hour employees) of sick leave. Once a forty-eight (48) hour employee reaches 1040 hours (520 hours for forty [40] hour employees) of sick leave, his/her accruals will cease until his/her sick leave falls below 1040 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 one (1) hour prior to the beginning of the employee's work shift in accordance with the current department policy. Use of sick leave will be monitored administratively.

D. Sick Leave/Vacation Conversion: One time per fiscal year, forty-eight (48) hour employees who have a minimum of 216 hours of accrued sick leave and forty (40) hour employees who have a minimum of 72 hours of accrued sick leave may

1184 convert two (2) days forty-eight (48) hours for shift employees and eight (8) hours
 1185 for forty (40) hour employees of accrued sick leave to vacation leave.

1186
 1187 E. Forty-eight (48) hour employees may convert forty-eight (48) hours of sick time to
 1188 Emergency Personal Leave within any twelve month period to be used for
 1189 emergencies not covered by Sick Leave. Forty (40) hour employees may convert
 1190 sixteen (16) hours of sick time to Emergency Personal Leave within any twelve
 1191 month period to be used for emergencies not covered by Sick Leave. Forty-eight
 1192 (48) hour employees must use Emergency Personal Leave in twenty-four (24) hour
 1193 increments and forty (40) hour employees must use Emergency Personal Leave in
 1194 eight (8) hour increments. Emergency Personal Leave may not be used on a
 1195 holiday, on the three (3) calendar days prior to a holiday, or on the three (3)
 1196 calendar days after a holiday. Emergency Personal Leave may not be used if the
 1197 maximum allotted hours had been utilized by the employee in the previous twelve
 1198 month period.

1199
 1200 F. Six (6) hours of wellness leave will be provided to a forty-eight (48) hour
 1201 bargaining unit member and two (2) hours of wellness leave will be provided to a
 1202 forty (40) hour bargaining unit member who has not used any unscheduled sick or
 1203 emergency leave within the first six (6) months of the fiscal year. An additional
 1204 eighteen (18) hours of wellness leave will be provided to the forty-eight (48) hour
 1205 bargaining unit member or an additional six (6) hours of wellness leave will be
 1206 provided to the forty (40) hour bargaining unit member if that employee has not
 1207 used any unscheduled sick or emergency leave within the second six (6) months of
 1208 the fiscal year. Wellness leave must be used within twelve (12) months of the date
 1209 in which it was earned.

1210
 1211 III. VACATION LEAVE (For employees hired prior to 3/4/09. Please see PTO section
 1212 below for employees hired on or after 3/4/09).

1213
 1214 A. Vacation leave shall be accrued on the following schedule:

1215
 1216 1. For forty-eight (48) hour employees (upon the effective date of this
 1217 Agreement), biweekly accruals will be as follows:
 1218

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

1219
 1220
 1221
 1222

- 1223 2. For forty (40) hour employees, (upon the effective date of this Agreement)
1224 biweekly accruals will be as follows:

1225	<u>Years of Service</u>	<u>Biweekly Accruals</u>
1226		
1227		
1228	Less than 5 years	3.08 hours (80 hours year or 10
1229	(0-60 -months)	working days)
1230		
1231	Completion of 5 years	4.62 hours (120 hours year or 15
1232	(61-120 months)	working days)
1233		
1234	Completion of 10 years	6.15 hours (160 hours year or 20
1235	(121 months and greater)	working days)
1236		

1237 B. Maximum Vacation Leave Accumulation.

1238
1239 An employee may accumulate and carry over to the next fiscal year unused
1240 vacation time at the end of the town's fiscal year at an amount equal to 2 times
1241 his/her annual rate of accrual. At the end of each fiscal year, any accrued vacation
1242 leave in excess of the above will be forfeited.

- 1243
1244 C. 1. Approval of vacation leave for all employees shall be contingent upon a
1245 minimum of forty-eight hours advance written request and it is also contingent
1246 upon the Department's being able to meet all current Department policies
1247 regarding minimum manning requirements despite the employee's absence. No
1248 more than one (1) Battalion Chief shall be approved for vacation leave per
1249 shift, unless otherwise approved in the sole discretion of the Fire Chief or
1250 designee, which shall not be subject to the grievance procedure. All requests
1251 for forty-eight hour employees will be subject to a minimum block of twelve
1252 (12) hours and contingent upon the approval of the Fire Chief or designee. The
1253 forty-eight (48) hour notice may be waived by the Fire Chief or designee.

- 1254
1255 2. Vacation leave selection and its approval shall be determined by time in rank
1256 seniority.

- 1257
1258 D. 1. Effective upon the ratification date of this 2014-2017 Agreement, forty-eight (48)
1259 hour employees may elect to convert twelve (12) hours of sick or vacation leave
1260 per month to pay. Forty (40) hour employees may elect to convert eight (8) hours
1261 of sick or vacation leave per month to pay. This election must be made on a
1262 quarterly basis. The conversion will be paid monthly on the first pay period
1263 following the end of each month in the quarter. The maximum pay-out for
1264 converted leave shall not exceed 144 hours annually for forty-eight (48) hour
1265 employees and 96 hours annually for forty (40) hour employees.

- 1266
1267 (a) In Article 11, Sections 1. a.- d., of the Rank and File bargaining unit Agreement
1268 for 2011-2014, the Town and IAFF Local 2315 created a "snapshot" of accrued

- 1269 sick and vacation leave (not to exceed any applicable payout caps) that each
1270 employee who was then employed had accrued as of September 30, 2011, to
1271 identify the maximum amount of those accruals that could be maintained as
1272 "earnable compensation" for pension purposes.
1273
- 1274 (b) Because employees cannot cash out leave accruals until they separate/terminate
1275 employment, the parties also recognized that for those employees who "retired"
1276 for purposes of the pension plan but did not separate employment, by entering the
1277 DROP, the monthly leave conversions made by that employee during the last
1278 three (3) years (36 months) before entering the DROP, not to exceed the
1279 employee's actual "snapshot" of accrued leave, would be counted as "earnable
1280 compensation" when calculating the employee's pension benefit.
1281
- 1282 (c) Depending on the number of accrued hours in his/her "snapshot" of accrued
1283 leave, the ability of some forty-eight (48) hour employees, who were employed on
1284 September 30, 2011, and who later enter DROP without separating employment,
1285 after the date this 2014-2017 Agreement is ratified, to obtain pension credit as
1286 "earnable compensation" for the maximum amount of hours identified in that
1287 employee's "snapshot" may be potentially reduced during the last three (3) years
1288 before the employee enters DROP by the reduction in the monthly conversion
1289 benefit applicable to forty-eight (48) hour employees from a maximum of 24
1290 hours to 12 hours per month, as set forth in Article 36, Section III.D.1. of this
1291 Agreement, because the maximum amount that can be converted to pay over a full
1292 36 month period will be reduced from 864 hours to 432 hours.
1293
- 1294 (d) Accordingly, the parties have agreed that to provide such employees who have a
1295 "snapshot" of leave accruals the same opportunity to reach the lesser of a
1296 maximum of 864 hours or their respective "snapshot" of sick and vacation
1297 accruals converted into "earnable compensation" that existed before the monthly
1298 leave conversions were reduced from 24 hours to 12 hours, employees with a
1299 balance in their "snapshot" of accrued sick and vacation leave at the time the
1300 employee enters DROP on a date after this 2014-2017 Agreement is ratified, will
1301 be able to convert, at the time the employee enters DROP, up to the balance of the
1302 lesser of: (1) 864 hours reduced by 432 hours; OR (2) the employee's "snapshot"
1303 of hours reduced by 432 hours. In the event an employee has 432 hours or less in
1304 his/her "snapshot" of accrued leave, then no additional leave may be converted at
1305 the time the employee enters DROP.
1306
- 1307 (e) The parties agree that if over the last three (3) years (36 months) before the
1308 employee enters DROP, the employee was able to convert either: (1) the actual
1309 number of leave hours that were in the employee's "snapshot" (from September
1310 30, 2011); or (2) if the employee's "snapshot" exceeded 864 hours, then the
1311 maximum amount of 864 hours of leave conversion, through the employee's
1312 monthly conversions, then there would be no further leave conversions that would
1313 be considered "earnable compensation" for purposes of the employee's pension
1314 benefit calculation.

1315
1316 (f) For those employees who enter DROP, after this 2014-2017 Agreement is
1317 ratified, at the end of a three (3) year (36 month) period that includes months in
1318 which the monthly leave conversion rate was at 24 months and months in which
1319 the monthly leave conversion rate is at 12 hours, the 432 hour reduction that shall
1320 be applied to determine the maximum amount of leave accruals that employee
1321 may convert to "earnable compensation" for pension purposes, if any, shall be
1322 pro-rated/adjusted higher by adding 12 hours for each month that the employee
1323 had the opportunity to convert 24 hours of sick and vacation leave accruals on a
1324 monthly basis.
1325

- 1326 2. Leave accrual information will be provided to each employee for his individual
1327 accumulations on his/her paycheck stub.
1328
- 1329 3. Sick Leave Payouts at Separation and Retirement. As an incentive against sick leave
1330 abuse, an employee in good standing at the termination of his/her employment with the
1331 Town of Davie, either by resignation or layoff, shall be given the monetary value of fifty
1332 (50%) percent of accumulated sick leave, and at retirement, the monetary value of
1333 seventy-five (75%) percent of accumulated sick leave at the employee's base hourly rate
1334 of pay. In the case of a disability retirement, the employee shall be allowed to use up all
1335 accumulated sick leave and/or vacation before the effective date of the disability
1336 retirement. No compensation for accrued sick leave shall be paid to employees who are
1337 discharged for cause unless otherwise approved by the Human Resources Director.
1338
- 1339 4. Vacation Leave Payouts at Separation and Retirement: Employees retiring or resigning
1340 voluntarily who give reasonable notice of their intention to terminate their employment,
1341 and who have not taken their accrued vacation, may elect to either take up to 264 hours
1342 (160 for a forty [40] hour employee) of their accrued vacation or be compensated for its
1343 value as of the date of termination at the employee's base hourly rate of pay, provided
1344 they have completed six (6) months of service. No compensation for accrued vacation
1345 shall be paid to employees who are discharged for cause.
1346
- 1347 5. The parties agree that any Battalion Chief who was already in the DROP on the date
1348 this 2014-2017 Agreement is ratified shall be eligible at separation for payout of up to
1349 744 hours (520 hours for a forty [40] hour employee) of accrued sick leave, and up to
1350 264 hours (160 hours for a forty [40] hour employee) of accrued vacation leave at
1351 100% of their base hourly rate upon separation from the Town.
1352

1353 E. Time Pool
1354

1355 The Town agrees that the employees in this Supervisory Unit may participate in the
1356 "time pool" administered by and for the members of the Rank and File bargaining unit,
1357 subject to the same terms and conditions of that "time pool" as set forth in the Rank
1358 and File collective bargaining agreement.
1359

1360 G. Paid Time Off (PTO) (Applies to all employees hired on or after 3/4/09)
1361

1. Eligibility for PTO

- a. Bargaining unit employees hired on or after March 4, 2009, will be allowed to earn and accrue paid time off.
- a. Temporary and seasonal employees will not be eligible for PTO.
- b. Part-time employees will be allowed to earn PTO in relation to the number of hours worked per week.
- c. New employees who have not completed their initial six (6) months of employment will earn and accrue Paid Time Off in accordance with this article, but will not be eligible to use accumulated leave until their 6 month initial employment period is satisfactorily completed, unless otherwise approved by the Fire Chief, Human Resources Director or provisions within this policy.
- d. Promoted, demoted or transferred employees will retain all PTO privileges and accrued balances in prior position and/or department.
- e. Accrual Rate of PTO
 - i. Effective October 1, 2011, regular full-time employees will earn and accrue PTO immediately upon employment as follows:

Continuous Employment	40 hours per week*		48 hours per week*	
	Biweekly Accrual	Annual Amount	Biweekly Accrual	Annual Amount
Less than 5 years	6.54	170	9.23	240
Completion of 5 years	8.08	210	11.07	288
Completion of 10 years	9.62	250	12.92	336

*Leave accrual hourly factor will be applied only to regular work hours, not in excess of 40 hours per week for 40 hour-a-week employees and 48 hours per week for 48 hour-a-week employees. At no time will the hourly accrual factor be applied to earned overtime hours.

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

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2. Use of PTO Hours

Paid Time Off (PTO) is an employee benefit which combines traditional vacation and sick leave programs into one plan with two components. This type of program provides both employees and the Town a flexible method of scheduling time off with pay. Because of this, PTO time may be used at the employee's discretion, provided that approvals are obtained for this leave as stated in this policy. Since PTO hours will replace traditional sick and vacation time, access is unrestricted provided the employee has been employed for 180 consecutive days and has supervisor approval. Employees may be granted up to two (2) days of PTO use after 90 days of employment for their own personal illness with the approval of their Department Director. Any additional PTO usage prior to six (6) months of employment will require approval by the Department Director and Director of Human Resources. PTO may be used for items including, but not limited to:

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

3. Request for Paid Time Off

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

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- b. Departments may establish a departmental policy for operational needs which may be more restrictive or provide exceptions to the one (1) week requirement.
 - c. Paid Time Off requests will be granted at the sole discretion of the Department Director or designee; however, every effort will be made to accommodate employees. Employees are responsible for maintaining a sufficient balance of PTO to cover vacations, illness, etc. If an adequate balance of PTO is not available to cover the employee's requested time off, the employee's request for time off may be denied.
 - d. When PTO leave is being used for an employee's own personal illness, or the illness of a family member, employees shall notify their immediate supervisor or department manager as soon as the employee knows that they will be unable to work. Notice must be given no later than the first day of absence and preferably before the starting time for employee's scheduled shift. Employees failing to notify and report to the department within three (3) consecutive work days will be considered as having resigned (quit without notice) and employment will be terminated. Any absence not properly reported by employee, less than three (3) consecutive work days can be grounds for disciplinary action, in accordance with policy.
 - e. A doctor's statement as proof of illness may be required by a department manager if leave extends beyond three (3) consecutive work days or at any other time that a department manager has reason to believe that the employee is abusing Paid Time Off. A false claim of illness, injury, or disability will be cause for dismissal.
 - f. Paid Time Off may be used only as accrued, and will not be allowed in advance of leave being earned or accrued.
 - g. Paid Time Off will be charged at a minimum of one-half (1/2) hour.

1474 4. Abuse of Paid Time Off Leave

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

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patterns of abuse.

- b. Further disciplinary action, up to and including termination, may be taken by the department manager when an employee's attendance continues to be unsatisfactory.
- c. Abuses in leave will be included on the employee's annual performance evaluation.

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

- a. It is the intent of this policy that all employees take their Paid Time Off annually for the period in which it has been earned.
- b. The maximum amount of Paid Time Off which can be carried forward from one (1) fiscal year (ending September 30th of each year) to the next is as follows; however, no employee, regardless of length of service or number of scheduled hours may cash out more than 600 hours upon a resignation from employment or more than 800 hours upon retirement of employment. (This includes leave used during the last 30 days, or at any time, to prolong a retirement/termination date).

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>TOTAL HOURS 40 HR</u>	<u>TOTAL HOURS 48 HR</u>
Less than 5 years employment	300	360
Completion of 5 years	420	480
Completion of 10 years	600	660
Completion of 15 years	800	860

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

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1523 approved by the Department Director. The Human Resources Department
1524 will provide further approval. Employees approved for reimbursement will
1525 receive the additional compensation prior to the first full payroll in October.
1526

1527 6. Payment of Unused Paid Time Off
1528

- 1529 a. Employees who voluntarily resign or are separated from employment in good
1530 standing will receive payment for 80% of their accrued and unused Paid Time
1531 Off at the time of separation. Employees who are eligible for and retire from
1532 the Town of Davie will receive 100% of their accrued and unused Paid Time
1533 Off at the time of their retirement. (For employees in the DROP program,
1534 please see additional provisions listed in the DROP policy). Employees
1535 dismissed for misconduct will not receive the accrued time, unless specifically
1536 recommended by the department manager and approved by the Director of
1537 Human Resources.
1538
- 1539 b. Employees placed on layoff status will receive 100% pay for accrued Paid
1540 Time Off up to time of the layoff.
1541
- 1542 c. New employees who have not completed their initial twelve (12) month
1543 probationary period will not be eligible for payment of leave, upon separation.
1544

1545 7. Right to Contribute Paid Time Off Hours
1546

- 1547 a. In the event that an employee's own illness or physical incapacity should
1548 continue beyond a point where his/her Paid Time Off has been exhausted, or
1549 short/long term disability does not apply, other employees may contribute
1550 accumulated PTO to said employee with the appropriate approvals.
1551
- 1552 b. Employee contributions must be done in multiples of at least (8) hours per
1553 employee. The donation of time must be completed on the appropriate
1554 donation of time form and approved by both the Department Director and the
1555 Human Resources Director or designee.
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ARTICLE 32

FMLA/ LEAVES OF ABSENCE

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

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

Personal Leave

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

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

FMLA

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

1603 vacation, sick time, and other leave may be stretched out over the course
1604 of the entire leave in order to cover insurance benefit premiums during the
1605 twelve (12) weeks of FMLA. Use of the paid leave (i.e. sick, vacation,
1606 etc.) will apply toward the twelve (12) week entitlement and is not in
1607 addition to this entitlement.
1608

- 1609 4. Leave may be requested on an intermittent basis or on a reduced work
1610 week schedule if medically necessary. The employee must provide
1611 medical certification within fifteen (15) days of the date requested. The
1612 employee must attempt to schedule their intermittent or reduced leave so
1613 as not to disrupt the organization's operations. The employee may be
1614 required to transfer temporarily to a position with equal pay and benefits
1615 that better accommodates recurring periods of leave or a reduced work
1616 schedule.
1617
- 1618 5. Upon returning from FMLA the employee is entitled to return to the same
1619 position held when the leave began or to a similar position with equivalent
1620 benefits and pay, unless the position would have been eliminated had the
1621 employee not been on leave. In such circumstances, the employee may
1622 apply for any other vacant position for which they are qualified. Should
1623 the leave continue beyond the twelve (12) workweek period, reinstatement
1624 rights are at the discretion of the Town of Davie.
1625
- 1626 6. An employee granted FMLA will continue to be covered under the
1627 Town's insurance plans under the same conditions and coverage as would
1628 have been provided if the employee had been actively employed during
1629 the leave period. An employee is not entitled to leave accruals during the
1630 period of unpaid leave. The employee will have the option of continuing
1631 health care coverage by paying for all or part of health insurance
1632 premiums for any period beyond the initial twelve (12) weeks, if granted.
1633
- 1634 7. An employee who fails to return to work on the date specified on the leave
1635 request form without receiving an extension in advance is subject to
1636 disciplinary action up to and including termination.
1637

1638 Personal Leave

- 1639
- 1640 1. Eligibility for Personal Leave
- 1641
- 1642 a. Regular employees, having satisfactorily completed the initial twelve (12)
1643 month probationary period, may be granted personal leave without pay.
1644
- 1645 b. Personal leave may be granted for a period not exceeding six (6) months,
1646 provided that the department manager deems such leave to be justified and
1647 not detrimental to the operations of the department.
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- c. Personal leave, if approved, will run concurrent to any approved FMLA and the total leave shall not exceed six (6) months. In exceptional cases, leave may be extended, upon approval by the department director and the Director of Human Resources.
 - d. Personal leave is intended to be used for health, education, pregnancy or extenuating and/or extraordinary personal reasons.
2. Request for Personal Leave
- a. Request for personal leave, without pay, shall be submitted in writing on the "Leave Request Form" to the employee's Department Director and approved by the Director of Human Resources.
 - b. Prior to requesting personal leave for medical reasons, the employee must utilize any/all accrued sick leave, vacation leave or any other applicable leave.
3. Benefits while on Personal Leave
- a. Group life, health, and dental insurance coverage, for both the employee and dependents, may be continued while on approved personal leave, provided that premiums for coverage (both employee and dependents) are paid and kept current by the employee. Employees may have the right to continue these insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986. Retention of insurance benefits must be made by the employee, through the Human Resources Department.
 - b. Employees will not receive holiday pay, or earn any accrued leave or pension benefits while on personal leave without pay. In addition, the employee's anniversary date shall be adjusted to account for the duration of the leave.
4. Return to Regular Employment
- a. An employee's position will be held only as set forth in the provisions of the FMLA for the first twelve (12) weeks of leave, if the employee qualifies for such leave. Employee's not granted FMLA, or whose FMLA time has expired, will no longer be guaranteed their position, but may return at the sole discretion of the Department Director if a job is still available.
 - b. Employee's granted personal leave shall contact their supervisor or department manager two (2) weeks prior to expiration of granted personal leave in order to facilitate the reinstatement process.

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

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ARTICLE 33

LONGEVITY

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

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

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

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ARTICLE 34

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.

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ARTICLE 35

LABOR MANAGEMENT-COMMITTEE

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

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ARTICLE 36

REOPENER CLAUSE

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

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ARTICLE 37

MILITARY LEAVE

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

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ARTICLE 38

PERSONAL LIABILITY PROTECTION

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.

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ARTICLE 39

CREATION OF NEW POSITIONS

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

ARTICLE 40

WAGES

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

2. Advancement from step to step on the employee's evaluation date (October 1st) will be conditioned upon a satisfactory or better performance evaluation, provided however, that no employee shall exceed or advance past the maximum step in the pay plan. Step increases shall become effective in the first full pay period that starts on or after the applicable October 1st evaluation date. Employees failing to achieve a satisfactory or better evaluation will be reevaluated after an additional three months. If performance is satisfactory or better on this next evaluation, an increase will be granted at that time, but it will have no retroactive application. In the event this next evaluation is not satisfactory or better, the employee will not receive an increase. In the event the Town does not provide an employee with a timely evaluation and the employee's evaluation is satisfactory, an increase will be granted retroactive to the employee's evaluation date. Probationary employees shall be eligible for their first step increase in the attached pay plan on the October 1st evaluation date that follows the employee's successful completion of the twelve (12) month probationary period provided in Article 25 (Probationary Employees).

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

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

4. Any employee who is selected for promotion within sixty (60) days of the employee's evaluation date when a step increase otherwise would have been due to that employee,

1830 then the promoted employee will be advanced the step in the pay grade for the lower
1831 position before the applicable promotional pay increase is applied.

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ARTICLE 41

PAYROLL ERRORS

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

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ARTICLE 42

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 Rescue Department has made the assignment.

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

ARTICLE 43

DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY

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

1903 from the responsibility of using moderation and judgment in the use of alcohol at all
1904 times.

1905
1906 6. Being under the influence of alcohol and/or drugs while on duty, including lunch
1907 and break periods, is prohibited. "Under the influence" shall mean use or abuse of
1908 those amounts of drugs, alcohol, or controlled substances which test at levels which
1909 meet or exceed those set forth in Section 12 of this Article or for those substances
1910 when no level is established in Section 12, which meet or exceed applicable federal
1911 or state limits.

1912
1913 7. The Town shall require an employee to submit to drug and/or alcohol testing
1914 whenever it has reasonable suspicion that an employee is in violation of this policy.
1915 Random testing may be conducted as provided in this Article and in Article 50 of
1916 this collective bargaining agreement or in order to comply with a federal or state law
1917 or regulation.

1918
1919 8. For the purposes of reasonable suspicion drug/alcohol testing, "reasonable
1920 suspicion" includes, but is not limited to, the following:

1921
1922 A. Observable phenomena while at work, such as direct observation of drug use of
1923 the physical symptoms or manifestations of being under the influence of a
1924 drug, controlled substance or alcohol;

1925
1926 B. Abnormal conduct or erratic behavior while at work or a general deterioration
1927 in work performance;

1928
1929 C. A report of an employee using drugs, controlled substances or alcohol,
1930 provided by a reliable and credible source;

1931
1932 D. Evidence that an individual has tampered with a test administered under this
1933 Article during his employment with the Town;

1934
1935 E. Evidence that an employee has, during his employment, violated the
1936 provisions of section 2, above.

1937
1938 F. If there is a discrepancy with the medication/narcotic inventory (i.e. lost, missing
1939 or a vial/carpujet is tampered with) that occurs on an employees shift

1940
1941 It is agreed that at least two (2) supervisors must agree that there is reasonable
1942 suspicion to require an employee to submit to testing under this Article. The
1943 employee will be ordered to submit to the drug and/or alcohol test by the Fire Chief
1944 or designee. The supervisors who confirm that there is reasonable suspicion to
1945 require an employee to submit to testing will reduce to writing the basis for their
1946 determination(s) by the end of their shift.

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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.

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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.

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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

1994 with the same confidentiality as other medical records (except that they may be
 1995 released to the Town, the Union [if applicable], in any proceedings held regarding
 1996 any disciplinary action on account of a positive drug test result, and to any
 1997 governmental agency).
 1998

1999 The levels used for employee drug tests, as presently set forth below, will be changed
 2000 from time to time to remain consistent with those levels set forth under the applicable
 2001 rules promulgated by the Florida Drug-Free Workplace Act (i.e., Rule 59A-24, Fla.
 2002 Admin. Code), as amended from time to time. Those drug test standard levels presently
 2003 are as follows:
 2004

2005	Drug/Metabolite Test	Screening Test	Confirmation
2006			
2007	Amphetamines	1000 NG/ML	500 NG/ML
2008	Barbiturates	300 NG/ML	150 NG/ML
2009	Benzodiazepines	300 NG/ML	150 NG/ML
2010	Cocaine	300 NG/ML	150 NG/ML
2011	Marijuana	50 NG/ML	15 NG/ML
2012	Methaqualone	300 NG/ML	150 NG/ML
2013	Opiates	2000 NG/ML	2000 NG/ML
2014	Phencyclidine	25 NG/ML	25 NG/ML
2015	Propoxyphene	300 NG/ML	150 NG/ML

2016
 2017 An employee will be considered to test positive for alcohol at the level equal to or
 2018 exceeding 0.04g%.
 2019

2020 Other drugs and substances listed in Schedule I through V of Section 202 of the
 2021 Controlled Substance Act, 21 U.S.C. 812 may be tested for the Town. In any event,
 2022 they will be tested according to the levels contained in state statutes or regulations,
 2023 and, if none exist, at levels according to generally accepted toxicology standards.
 2024

2025 12. Each employee shall have the right to challenge the Town's adherence to the
 2026 contractual requirements of drug testing set forth herein in the same manner that the
 2027 employee may grieve any managerial decision.
 2028

2029 13. The Town, in its discretion, may discipline an employee for drug and/or alcohol
 2030 use/abuse and/or the Town may offer rehabilitation to the employee. It is
 2031 recognized that the Town must make its determination as to whether to discipline
 2032 and/or attempt to rehabilitate an individual who tests positive for being under the
 2033 influence of alcohol, drugs or illegal substances on a case-by-case basis. If the
 2034 Union believes the Town has acted arbitrarily and capriciously in its determination
 2035 of whether to recommend rehabilitation of an employee, the Union may grieve the
 2036 Town's decision. In the event the Town offers to rehabilitate an employee, the
 2037 Town may place the employee on administrative leave without pay. If the employee
 2038 so elects, the employee will be permitted to utilize accrued leave during his or her
 2039 period of rehabilitation. An employee who fails to complete the entire rehabilitation

- 2040 program, including follow-up care, may be terminated. Also, in the event the Town
2041 elects to rehabilitate an employee, the Town is only obligated to offer rehabilitation
2042 to an employee one time and future "relapses" may be dealt with by immediate
2043 termination.
2044
- 2045 14. If the Town offers an employee the opportunity to enter into a drug or alcohol
2046 rehabilitation program, the Town may require the employee to execute any and all
2047 appropriate consent/release forms so that the Town can certify that the employee is
2048 enrolled in the program, is completing it, has completed it successfully, and/or is
2049 attending any after-care program. The Town may require an employee to submit to
2050 random testing for up to two (2) years after the employee returns to work. All
2051 counseling or treatment provided for in this policy is to be at the employee's
2052 expense, however nothing shall preclude the employee from submitting his or her
2053 expenses for reimbursement in accordance with any appropriate medical plan
2054 sponsored by the Town.
2055
- 2056 15. It is the responsibility of each employee who observes or has knowledge of another
2057 employee in a condition which the employee is or appears to be impaired in the
2058 performance of his or her job duties or who presents a hazard to the safety and
2059 welfare of others or is otherwise in violation of this policy, to promptly report the
2060 fact to his or her immediate supervisor. Any employee who, in good faith based on
2061 reasonable suspicion, reports an alleged violation of this policy, or any supervisory
2062 or managerial employee who investigates or takes action in good faith based on
2063 reasonable suspicion, shall not be harassed, retaliated against, or discriminated
2064 against in any way for making reports or participating in any investigation or action
2065 based thereon.
2066
- 2067 16. Any employee who is convicted of a criminal drug statute violation, or of any law
2068 involving driving a motor vehicle while intoxicated on or off the job may be subject
2069 to immediate disciplinary action, up to and including termination. As used herein,
2070 the term "convicted" means a plea of guilty, a plea of "nolo contendere," or a
2071 finding of guilty (regardless of whether adjudication is withheld) by any judicial
2072 body charged with the responsibility to determine violations of federal, Florida or
2073 any other state criminal drug statute or law concerning driving while intoxicated.
2074
- 2075 17. Any employee who is arrested, charged and/or convicted of a criminal drug statute
2076 violation, or of any law concerning driving while intoxicated on or off the job must
2077 so notify the Town's Fire Chief, or ensure that the Fire Chief is notified no later than
2078 two (2) business days following such arrest, charge or conviction. It is the
2079 responsibility of the Town to notify any federal agency with which the Town has a
2080 contract or grant as a condition of employment involving any employee convicted of
2081 any criminal drug statute for a violation occurring in the workplace within ten (10)
2082 days after receiving notice by the employee or by any other party.
2083
- 2084 18. Pursuant to an on-going drug and alcohol awareness program, the Town will
2085 periodically inform employees, formally and/or informally, of the dangers of drug

2086 and alcohol abuse in the workplace, the Town's policy of maintaining a drug-free
2087 and alcohol-free workplace, available drug and alcohol counseling, rehabilitation
2088 and assistance programs, and that violation of the Town's policy may result in
2089 disciplinary action, up to and including termination.
2090

2091 19. This policy will be posted in all fire stations and issued to all employees for
2092 placement in their employee manual.

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2094 20. An employee who refuses drug or alcohol testing may be subject to disciplinary
2095 action up to and including termination.
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ARTICLE 44

RANDOM DRUG, ALCOHOL, AND TOBACCO TESTING

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2103 Random testing may be conducted pursuant to Article 49 and Article 53 of this agreement.
2104 It is a condition of employment that all employees abide by the Town's drug-free and
2105 alcohol-free workplace policy indicated in Article 49 and the no smoking policy indicated
2106 in Article 53. All current and future applicants and employees are covered by these policies
2107 and provisions and, as a condition of employment, are required to abide by the terms of
2108 these policies and provisions.

2109
2110 Random drug and alcohol testing will be conducted pursuant to the Florida Drug-Free
2111 Workplace program.

2112
2113 Selection of employees to be randomly drug and alcohol tested will be performed by an
2114 independent entity utilizing software accepted by the Federal Department of Transportation
2115 (DOT). Employees covered by this Agreement shall be included in the mix of
2116 names/numbers of the employees covered by the Rank and File unit agreement for purposes
2117 of potential selection as part of the random drug testing selection process.

2118
2119 Employees will be randomly tested on the day their name is selected if the selected
2120 employee is on duty that day. If an employee is not on duty the day that the employee's
2121 name is selected for random testing, the selected employee will be tested on the next day on
2122 which the employee is on duty. Said employee will not be told that his or her name had
2123 been selected until the next day on which the employee is on duty. If the selected employee
2124 is not tested on the next day on which the employee is on duty, the employee will not be
2125 tested on this occasion. The employee may be randomly selected for testing on another
2126 occasion.

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ARTICLE 45

LOCAL 2315 RETIREE BENEFIT FUND

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

ARTICLE 46

ASSIGNMENTS

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

SPECIAL TEAM ASSIGNMENTS

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

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ARTICLE 47

NO SMOKING POLICY

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

ARTICLE 48

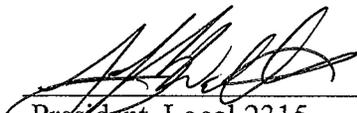
DURATION OF AGREEMENT

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

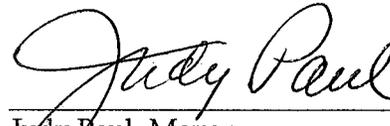
This agreement shall continue in force and effect from the date of Council approval until 11:59 p.m., September 30, 2017, The parties agree that no later than May 31, 2017, the parties shall meet, confer, and exchange initial proposals on all articles the parties wish to open for negotiations. Failure to submit an initial proposal shall not preclude a party from opening additional articles at a later date. If a new agreement is not reached upon expiration of this current agreement, this agreement shall continue in effect until a new agreement is signed.

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

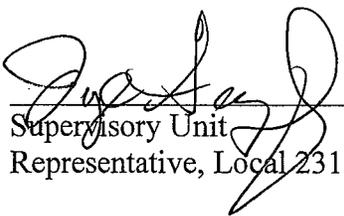
This agreement is signed 2nd day of December, 2014



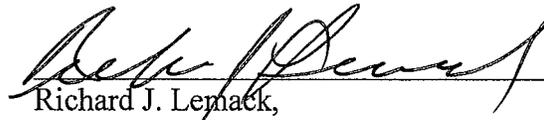
President, Local 2315



Judy Paul, Mayor



Supervisory Unit
Representative, Local 2315



Richard J. Lemack,
Town Administrator

TOWN OF DAVIE FIRE RESCUE DEPARTMENT
EMPLOYEE PHYSICAL EXAMINATION

Date: _____

Employee Name: _____

Date of Birth: _____

Address: _____

Gender: _____

A. PHYSICAL EXAMINATION Height: _____ Weight: _____ Blood Pressure: _____

Check Each Line	Normal	Abnormal or Needs Follow-up	Not Done	Comments/Diagnosis
1. Skin/Scalp				
2. Nutrition				
3. Neurologic				
4. Orthopedic & Spine				
5. Eyes				
6. Vision Test				
7. Ears & Hearing Test				
8. Auditory Acuity				
9. Speech				
10. Nose, Throat, Mouth				
11. Teeth & Gums				
12. Glands, including Thyroid				
13. Chest, Breasts				
14. Heart				
15. 12 Lead ECG				
16. Abdomen				
17. Genitalia				
18. Chest X-Ray				
19. Stress Test				
20. Lung Capacity Test				
21. Other:				

B. LABORATORY

Full Blood Tests (including triglycerides and SM-18, excluding blood gases) Yes No

If any tests are outside the normal limits, please list and comment:

C. Check Each Line	Yes	No	Comments (additional space on back)
Problem Health Habits			
Physical Handicap – Limits Activity			
Restriction Needed (specify)			
Other Handicaps/Disabilities (such as seizures, asthma, diabetes, Sickle cell disease, etc.)			

Does this person have any condition that would prevent him/her from living and working in close proximity with fellow firefighters? If so, please describe and explain.

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TOWN OF DAVIE FIRE RESCUE DEPARTMENT
EMPLOYEE PHYSICAL EXAMINATION

D. I certify that this person has received the physical examination described on the previous page:
 Yes No

E. I certify that I have, on this date, examined this person and find him/her physically able to perform the duties of a fire fighter, as per the attached job description.
 Yes No

F. Comments:

Physician's Signature _____

Date _____