



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF DAVIE, FLORIDA

-And-

DAVIE PROFESSIONAL FIRE FIGHTERS

LOCAL 2315 AFL-CIO

SUPERVISORY UNIT

October 1, 2020 – September 30, 2023

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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.

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ARTICLE 2

NON-DISCRIMINATION

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

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ARTICLE 3

RESIDENCY REQUIREMENTS

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

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ARTICLE 4

UNION RIGHTS

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

81 **ARTICLE 5**

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83 **MANAGEMENT RIGHTS**

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

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114 2. The Town has the sole authority to determine the purpose and mission of the Town, to
115 prepare and submit budgets to be adopted by the Town Council. Those inherent
116 managerial functions, prerogatives and policy-making rights which the Town have not
117 expressly modified or restricted by a specific provision of this agreement are not in
118 any way, directly or indirectly, subject to the grievance procedure contained herein.
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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 2 to the following address, or as may be changed during the life of the agreement:

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

- 166 8. Upon written authorization of ten (10) or more bargaining unit employees (inclusive of
167 the employees in this Supervisory Unit and employees in the Rank and File unit), the
168 Town agrees to deduct bi-weekly from the wages of each of those employees an
169 additional amount up to 5% of each of those employees' gross bi-weekly wages. The
170 Town will remit to the Union the amounts withheld pursuant to this paragraph on or
171 about the 15th of the month following the month the monies were withheld.
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- 173 9. The Union will hold the Town harmless against any claims made and against any suits
174 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. In the event that more than two (2) members (inclusive of both Units) are granted time off (when operationally feasible) for a meeting under this section, that/those additional member(s) shall be paid 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 Battalion Chief'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

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

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

239
240 Up to five (5) members of the Union (inclusive of the employees in this
241 Supervisory Unit and employees in the Rank and File bargaining unit), as
242 designated by the President, shall be allowed time off to attend the Union's
243 International Convention utilizing the Union Time Pool. Each delegate shall be
244 allowed to take off two (2) shifts once every two (2) years.

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

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

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ARTICLE 10

JURY DUTY

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

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ARTICLE 11

PENSION PLAN

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

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ARTICLE 12

SHARE PLAN

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

ARTICLE 13

GRIEVANCE PROCEDURE

1. 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.
2. 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 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 1. 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

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

PROTECTIVE CLOTHING, EQUIPMENT, AND UNIFORMS

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

- 1 - Bunker Coat with liner
- 1 - Pair of Bunker Pants with liner
- 1 - Pair of firefighter type suspenders, color optional
- 1 - Eye protection
- 1 - Fire helmet
- 1 - Pair of five-finger, full protection type fire gloves
- Flashlight of high quality, heavy duty (sufficient number for personnel on duty)
- 1 - Self-contained breathing apparatus/sufficient number for personnel on duty
- 1 - Pair Bunker boots (short)
- 1 - Head protector/hood
- 1 - SCBA face mask

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

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

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

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

- A. Four dress shirts [consisting of three (3) short sleeve and (1) long sleeve].
- Five pairs of pants [consisting of four (4) work pants and one (1) dress pants]
- One cold weather jacket
- Five undershirts
- One ball cap
- One uniform belt
- One pair work shoes (with steel or composite toe protection)

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

DEPARTMENTAL ORIENTATION AND TRAINING

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

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ARTICLE 16

SAFETY COMMITTEE

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

ARTICLE 17

ANNUAL PHYSICAL EXAMINATION

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

ARTICLE 18

SENIORITY

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

ARTICLE 19

ON THE JOB INJURY

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1. In the event that an employee covered by this Agreement sustains an accidental injury or illness which is deemed compensable under Florida’s Workers’ Compensation Act, (this includes, pursuant to federal and state law, assignments where deployment is at the direction of the Town, but located outside the Town of Davie), the Town shall pay to the employee his regular salary plus any educational incentives the employee is currently receiving, less any workers’ compensation disability benefit received until:
 - A. The employee returns to work light duty, as provided below; or
 - B. The employee is able to return to his or her regular job; or
 - C. The employee is awarded a disability pension from the Town of Davie Fire Fighter's Pension Plan; or
 - D. One year has passed since the date of the employee’s illness or injury.

2. As a condition of continued receipt of the above benefit, the employee shall submit, upon request by the Town, to an examination by a physician selected by the Town subject to the following limitations:
 - A. The employee shall be allowed to schedule his or her own appointment with the physician within the days specified by the Town for the examination;
 - B. The physician shall be located within Broward County unless otherwise agreed to by the employee and the Town;
 - C. Such examination shall not be more frequent than once every seven (7) calendar days;
 - D. The Town-selected physician shall determine what testing is necessary to conduct the examination.

3. Employees who sustain an injury due to engaging in recreational activity (including but not limited to playing basketball; playing ping pong; using exercise equipment; jogging; etc.) may be covered under worker’s compensation and if covered, shall receive the 66 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.

- 640 4. Time off from work under this Article shall be counted as time worked for purposes of
641 computing seniority. Sick and vacation time shall be earned for up to one (1) year from
642 the date of injury. All accruals during this time shall remain as if the employee had never
643 been injured.
644
- 645 5. In order to receive full pay from the Town, in the event that the employee has been issued
646 any workers' compensation check(s), the employee will be required to endorse those
647 checks, thus assigning payment to the Town.
648
- 649 6. In order for an employee to be eligible for full pay, s/he must return to work on a light or
650 limited duty basis if so ordered by the Town, providing a doctor releases the employee to
651 perform light or limited duty.
652
- 653 7. Light Duty - As a condition of receiving the supplement benefit set forth in paragraph 1,
654 above, the Town may require the employee to perform light duty work subject to the
655 following conditions:
656
- 657 A. Light duty work shall be performed for the Fire Department or Town and
658 shall be duties the employee is physically and psychologically able to
659 perform, as determined by a physician. The work hours of light duty will
660 be determined by the Fire Chief or designee.
661
- 662 B. When approved by Fire Chief or designee, while working light duty, the
663 employee shall be permitted time off, with pay, to receive medical care for
664 said illness or injury.
665
- 666 8. The Town shall establish and implement a procedure for reporting incidents, when an
667 employee, in the performance of their duties, is required to perform rescue or provide
668 medical assistance. All employees shall comply with the injury, accident and/or incident
669 report requirements of the Town. The Town shall publish and make the requirements
670 available to all supervisors. Wherever possible all work-related injuries shall be reported
671 in writing before the end of the shift on which the injury occurred.
672
- 673 9. No employee who is able to return to his/her regular job, within one (1) year of date of
674 injury shall be refused reemployment or assignment to regular duty if vacancy exists
675 because s/he suffered an injury arising out of and in the course of his/her employment,
676 unless said employee is receiving the benefits provided in Section 1 of this Article, Social
677 Security disability benefits, or a disability pension. Leave on account of such a disability
678 shall not interrupt seniority and shall be counted as time worked for purposes of
679 computing seniority.
680
- 681 10. Employees who sustain a work-related injury or are involved in a vehicle accident that
682 results in either bodily injury or more than \$250 in property damage may be required to
683 submit to a post-accident drug test pursuant to the Town's Worker's Compensation
684 Policy. Accidents resulting in less than \$250 in property damage may result in the
685 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 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 the State. If one of the days or shifts falls on a Kelly Day that day shall count toward the days or shifts in the leave. In the event that additional time is requested by the employee, it shall be charged to sick and/or vacation leave at the request of the employee when approved by the Fire Chief or designee.
2. Immediate family is defined as: father, mother, son, daughter, sister, brother, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, registered domestic partner pursuant to Broward (or applicable) County ordinance, grandparents and spouse's grandparents. Immediate family will also include an unborn fetus in the third trimester of pregnancy if the employee is the pregnant mother or the spouse or registered domestic partner of the pregnant mother and the termination of the pregnancy was not made by voluntary decision.
3. The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

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ARTICLE 22

VACANCIES

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

ARTICLE 23

SHIFT EXCHANGE

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

ARTICLE 24

REQUIRED COURT APPEARANCES

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

830 **ARTICLE 25**

831 **PROBATIONARY EMPLOYEES**

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834 **A. NEW EMPLOYEES**

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

839
840 An employee's probationary year shall be tolled and extended during any time period
841 that the employee is not at work performing his/her regular, normal duties for more
842 than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation
843 leave). The probationary period will commence running only when the employee
844 returns to his/her normal duties.

845
846 An employee's probation may be extended at the discretion of the Fire Chief or
847 designee for a maximum period of six (6) additional months. Should probation be
848 extended, notice shall be given prior to the end of the probationary period.
849 Subsequent to giving notice of extension, a remediation plan shall be provided to the
850 employee. The Town shall notify an unsuccessful probationary employee prior to the
851 end of the probationary period or the extended probationary period that they have not
852 passed probation. Should the Town fail to provide timely notification that, either,
853 probation has not been passed or that probation has been extended then probation
854 shall be deemed passed. Notice need not be in any particular form but must be written
855 and also must be provided to the Union.

856
857 During an employee's probationary period, he/she serves at the will and pleasure of
858 the Town. Accordingly, no probationary employee may grieve, or otherwise
859 challenge, any decision involving assignment, discipline, layoff or discharge.

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861 **B. PROMOTED EMPLOYEES**

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

870
871 An employee's promotional probationary year shall be tolled and extended during any
872 time period that the employee is not at work performing his/her regular, normal duties
873 for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers'
874 compensation leave). The promotional probationary period will commence running
875 only when the employee returns to his/her normal duties.

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

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

ARTICLE 26

EDUCATION INCENTIVE PROGRAM

SECTION 1

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

1. E.M.T. State Certificate: \$2,125. *
2. Fire Officer I State Certificate/ Fire Science Certificate: \$900 flat rate
3. Employees hired before April 1, 2012, who have an A.S. Degree in Fire Science/EMS or closely related field, as determined by the Fire Chief or designee: Step increase (not to exceed maximum pay grade).
4. Paramedic State Certificate: (Fire Inspector and personnel assigned to the fire inspection bureau are not eligible. Shift personnel temporarily assigned to Fire Inspection Bureau are eligible.)
\$5,000 flat rate* Must be a Florida State certified paramedic and signed off by the Medical Director*.
Increases to \$5,750 after 3 years working experience ** as a State certified paramedic*.
Increases to \$6,500 flat rate after 4 years working experience ** as a State certified paramedic*.
Increases to \$7,250 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.

941 SECTION 2

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- A. The Town shall provide and schedule, in a timely manner, an opportunity for required re-certifications to be administered on duty. Employees who do not utilize the provided on-duty scheduled training will be responsible for securing their own required re-certifications from a provider approved by the Fire Chief and EMS Medical Director. All required re-certifications shall be reimbursed by the Town, provided prior approval for both the course and cost is granted by the Fire Chief or designee. In no case shall the reimbursement exceed the cost that would have been paid by the Town had the employee utilized the on duty scheduled training.
- B. The Town agrees that beginning on October 1, 2020, or on the ratification date of the 2020-2023 Agreements, whichever is the later date, \$15,000.00 will be made available in each of the three (3) fiscal years of this Agreement, for tuition reimbursement to the members of the IAFF bargaining units (including the Rank & File unit members), which must be used consistent with the requirements of the Town's Tuition Reimbursement policy. But the parties also agree that those amounts shall only be available for use during the term of this Agreement. Therefore, the Town and the Union also agree that the full remaining value of the \$15,000.00, if any, made available in the third fiscal year of this Agreement shall sunset and shall no longer be available as of September 30, 2023. The Town also agrees that, with the approval of the Town Administrator, the Fire Chief may but is not required to budget more than \$15,000.00 for tuition reimbursement in a fiscal year. The parties also agree that the Department's paramedic training program is not included as an expense in this tuition reimbursement program.
- C. Employees who let their certification lapse or who separate from the Town's employ will be required to reimburse the Town for all educational reimbursements and/or reimbursements for obtaining/maintaining certification which had been received by the employee within the past two (2) years.
- D. Employees of the Fire Department shall use their vacation leave to attend courses which they elect to attend upon approval by the Fire Chief or designee. Members may be permitted to attend courses without loss of pay or time when approved by the Fire Chief or designee.
- E. Classes that are required in order to maintain an employee's current position or are required in order to obtain a promotion into another bargaining unit position, shall be reimbursed by the Town of Davie in accordance with the Tuition Reimbursement Policy; however, reimbursement shall be at 100% regardless of the passing grade. The Town agrees to reimburse employees within 45 days of the receipt of the grade from the employee.

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ARTICLE 27

INSURANCE

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

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

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

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

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

ARTICLE 28

HOURS OF DUTY AND EXEMPT SALARY STATUS

I. Employees covered by this Agreement will be assigned to work on schedules that include, as noted below, a 24/48-hour shift schedule or a 40-hour schedule and/or a swing shift work schedule, as determined in the sole discretion of the Fire Chief. Because employees covered by this Agreement are exempt salaried status employees under the Fair Labor Standards Act, they may be periodically required to work irregular or extended hours, shifts, and/or work schedules as part of their regular duties, but the parties agree that the employees in this Supervisory Unit are not entitled to overtime pay.

1. Shift Assignment, forty-eight (48) hour:

i. Twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, with a Kelly day (shift off) every 7th shift.

2. Weekly Assignment, forty-eight (48) hour:

i. Four (4) ten (10) hour and one (1) eight-hour day or three (3) eight (8) hour and one (1) twenty-four (24) hour day or five (5) eight (8) hour days and eight hours of on call or other time to be designated by the Fire Chief or combination thereof. These schedules shall be assigned at the Fire Chief's discretion

3. Weekly Assignment, forty (40) hour:

i. Workweek consisting of five (5) consecutive eight (8) hour workdays with an additional unpaid lunch period each day, or at the Fire Chief's discretion four (4) ten (10) hour workdays with an unpaid lunch period each day.

B. Fire Safety Inspector Supervisor:

i. Workweek consisting of five (5) consecutive eight (8) hour workdays with an additional unpaid lunch per day, per work week, or at the Fire Chief's discretion four (4) ten (10) hour workdays with an additional unpaid lunch per day, per work week.

ii. Through the end of the fiscal year ending September 30, 2018, Fire Inspector Supervisors required to be on call more than eight (8) weeks per year shall earn one (1) personal day per year. Fire Inspector Supervisors required to be on call more than sixteen (16) weeks per year shall be granted two (2) personal days per year.

1109 5. All decisions related to whether a Battalion Chief shall be assigned to work any
1110 such extra duty bonus hours shall be made in the sole and exclusive discretion of
1111 the Fire Chief or designee and shall be subject to the grievance procedure, but
1112 only to Step (2) where the parties agree the decision of the Town Administrator
1113 shall be final and not subject to arbitration.
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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.

1144 **ARTICLE 31**

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1146 **HOLIDAY PAY, SICK LEAVE AND VACATION LEAVE**

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1148 **I. HOLIDAY PAY**

1149
1150 Forty-eight (48) hour employees covered by this agreement shall be compensated with
1151 their base hourly rate of pay for twelve and one half (12.5) holidays per year as
1152 designated by the Town, excluding Quality Service Days, at a rate of twelve (12) hours
1153 of their base hourly rate of pay per holiday. Pay shall be paid to the employee on the pay
1154 date for the pay period in which the holiday falls. The birthday holiday made available to
1155 forty-eight (48) hour employees through Town Policy was discontinued and replaced by
1156 Patriot Day, which is observed on September 11.

1157
1158 Forty (40) hour employees shall observe the officially designated Town holidays.

1159
1160 **II. SICK LEAVE (For employees hired prior to 3/4/09. Please see PTO section below for**
1161 **employees hired on or after March 4, 2009).**

1162
1163 **A. Sick leave shall be granted as provided in the Fire Department Rules and**
1164 **Regulations.**

1165
1166 Sick leave shall be accrued on the following schedule:

1167
1168 1. Forty-eight (48) hour employees shall accrue sick leave credits at the rate of
1169 5.54 hours of sick leave biweekly (144 hours or 6 shifts per year).

1170
1171 2. Forty (40) hour employees shall accrue sick leave credits at the rate of 3.69
1172 hours of sick leave biweekly or one [1] day per month.

1173
1174 **B. Maximum Sick Leave Accumulation.**

1175
1176 No Forty-eight (48) hour employees shall accumulate more than 1040 hours (520
1177 hours for forty [40] hour employees, except as provided below) of sick leave. Once a
1178 forty-eight (48) hour employee reaches 1040 hours (520 hours for forty [40] hour
1179 employees, except as provided below) of sick leave, his/her accruals will cease until
1180 his/her sick leave falls below 1040 hours (520 hours for forty [40] hour employees,
1181 except as provided below). Conditioned upon the agreement that there shall be no
1182 increase to the maximum number of sick leave hours that any employee may cash-
1183 out and there shall be no increase to the Town's liability/exposure to any additional
1184 costs related to sick leave cash-outs at the time of an employee's separation or
1185 retirement based on this increase, the maximum sick leave accruals for forty (40)
1186 hour employees shall increase from 520 to 580 hours.

1187
1188 **C. The request for and use of leave for sickness requires a telephonic message to the**
1189 **shift command one (1) hour prior to the beginning of the employee's work shift in**

- 1190 accordance with the current department policy. Use of sick leave will be monitored
1191 administratively.
1192
- 1193 D. Sick Leave/Vacation Conversion: One time per fiscal year, forty-eight (48) hour
1194 employees who have a minimum of 216 hours of accrued sick leave and forty (40)
1195 hour employees who have a minimum of 72 hours of accrued sick leave may convert
1196 two (2) days forty-eight (48) hours for shift employees and eight (8) hours for forty
1197 (40) hour employees of accrued sick leave to vacation leave.
1198
- 1199 E. Forty-eight (48) hour employees may convert forty-eight (48) hours of sick time to
1200 Emergency Personal Leave within any twelve-month period to be used for
1201 emergencies not covered by Sick Leave. Forty (40) hour employees may convert
1202 sixteen (16) hours of sick time to Emergency Personal Leave within any twelve-
1203 month period to be used for emergencies not covered by Sick Leave. Forty-eight
1204 (48) hour employees must use Emergency Personal Leave in twelve (12) hour
1205 increments and forty (40) hour employees must use Emergency Personal Leave in
1206 two (2) hour increments. Employees using Emergency Personal Leave during a work
1207 shift must notify the on-duty Battalion Chief or the employee's supervisor within one
1208 hour of the time the employee expects to return to work. Emergency Personal Leave
1209 may not be used on a holiday, on the three (3) calendar days prior to a holiday, or on
1210 the three (3) calendar days after a holiday. Emergency Personal Leave may not be
1211 used if the maximum allotted hours had been utilized by the employee in the previous
1212 twelve-month period.
1213
- 1214 F. Six (6) hours of wellness leave will be provided to a forty-eight (48) hour bargaining
1215 unit member and two (2) hours of wellness leave will be provided to a forty (40) hour
1216 bargaining unit member who has not used any unscheduled sick or emergency leave
1217 within the first six (6) months of the fiscal year. An additional eighteen (18) hours of
1218 wellness leave will be provided to the forty-eight (48) hour bargaining unit member
1219 or an additional six (6) hours of wellness leave will be provided to the forty (40) hour
1220 bargaining unit member if that employee has not used any unscheduled sick or
1221 emergency leave within the second six (6) months of the fiscal year. Wellness leave
1222 must be used within twelve (12) months of the date in which it was earned.
1223
1224

1225 III. VACATION LEAVE (For employees hired prior to 3/4/09. Please see PTO section
 1226 below for employees hired on or after 3/4/09).

1227
 1228 A. Vacation leave shall be accrued on the following schedule:
 1229

1230 1. For forty-eight (48) hour employees, biweekly accruals will be as follows:
 1231

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

1232
 1233 2. For forty (40) hour employees, biweekly accruals will be as follows:
 1234

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

1245
 1246 B. Maximum Vacation Leave Accumulation.
 1247

1248 An employee may accumulate and carry over to the next fiscal year unused vacation
 1249 time at the end of the Town’s fiscal year at an amount equal to 2 times his/her annual
 1250 rate of accrual. Conditioned upon the agreement that there shall be no increase to the
 1251 maximum number of vacation leave hours that any employee may cash-out and there
 1252 shall be no increase to the Town’s liability/exposure to any additional costs related to
 1253 vacation leave cash-outs at the time of an employee’s separation or retirement based
 1254 on this carry-over increase, the maximum vacation leave accruals that forty (40) hour
 1255 employees with ten (10) or more years of service can carry-over each year shall
 1256 increase from 320 to 400 hours. At the end of each fiscal year, any accrued vacation
 1257 leave in excess of the above will be forfeited.
 1258

1259 C. 1. Approval of vacation leave for all employees shall be contingent upon a minimum
 1260 of forty-eight hours advance electronically submitted request and it is also
 1261 contingent upon the Department’s being able to meet all current Department
 1262 policies regarding minimum manning requirements despite the employee’s

- 1263 absence. No more than one (1) Battalion Chief shall be approved for vacation
1264 leave per shift, unless otherwise approved in the sole discretion of the Fire Chief
1265 or designee, which shall not be subject to the grievance procedure. All requests
1266 for forty-eight (48) hour employees will be subject to a minimum block of twelve
1267 (12) hours and contingent upon the approval of the Fire Chief or designee. The
1268 forty-eight (48) hour notice may be waived by the Fire Chief or designee.
1269
- 1270 2. Vacation leave selection and its approval shall be determined by time in rank
1271 seniority.
1272
- 1273 D. 1. Forty-eight (48) hour employees may elect to convert twenty-two (22) hours of sick
1274 or vacation leave per month to pay. Forty (40) hour employees may elect to convert
1275 eight (8) hours of sick or vacation leave per month to pay. This election must be
1276 made on a quarterly basis. The conversion will be paid monthly on the first pay
1277 period following the end of each month in the quarter. The maximum pay-out for
1278 converted leave shall not exceed 264 hours annually for forty-eight (48) hour
1279 employees and 96 hours annually for forty (40) hour employees.
1280
- 1281 (a) In Article 11, Sections 1. a.– d., of the Rank and File bargaining unit Agreement
1282 for 2011–2014, the Town and IAFF Local 2315 created a “snapshot” of accrued
1283 sick and vacation leave (not to exceed any applicable payout caps) that each
1284 employee who was then employed had accrued as of September 30, 2011, to
1285 identify the maximum amount of those accruals that could be maintained as
1286 “earnable compensation” for pension purposes.
1287
- 1288 (b) Because employees cannot cash out leave accruals until they separate/terminate
1289 employment, the parties also recognized that for those employees who “retired”
1290 for purposes of the pension plan but did not separate employment, by entering the
1291 DROP, the monthly leave conversions made by that employee during the last
1292 three (3) years (36 months) before entering the DROP, not to exceed the
1293 employee’s actual “snapshot” of accrued leave, would be counted as “earnable
1294 compensation” when calculating the employee’s pension benefit.
1295
- 1296 (c) Depending on the number of accrued hours in his/her “snapshot” of accrued
1297 leave, the ability of some forty-eight (48) hour employees, who were employed on
1298 September 30, 2011, and who later enter DROP without separating employment,
1299 after the date the 2014-2017 Agreement was ratified, to obtain pension credit as
1300 “earnable compensation” for the maximum amount of hours identified in that
1301 employee’s “snapshot” may be potentially reduced during the last three (3) years
1302 before the employee enters DROP by the reduction made in the 2014-2017
1303 Agreement in the monthly conversion benefit applicable to forty-eight (48) hour
1304 employees from a maximum of twenty-four (24) hours to twelve (12) hours per
1305 month, which was further modified to the current level in the 2017-2020
1306 Agreement of twenty-two (22) hours per month, as set forth in Article 36, Section
1307 III.D.1. of this Agreement, because the maximum amount that can be converted to
1308 pay over a full 36-month period was reduced by those changes from 864 hours to

- 1309 432 hours in the 2014-2017 Agreement and now modified in this 2017-2020
1310 Agreement to 792 hours.
1311
- 1312 (d) Accordingly, the parties have agreed that to provide such employees who have a
1313 “snapshot” of leave accruals the same opportunity to reach the lesser of a
1314 maximum of 864 hours or their respective “snapshot” of sick and vacation
1315 accruals converted into “earnable compensation” that existed before the monthly
1316 leave conversions were reduced from twenty-four (24) hours to twelve (12) hours
1317 and now increased to twenty-two (22) hours, employees with a balance in their
1318 “snapshot” of accrued sick and vacation leave at the time the employee enters
1319 DROP on a date after this 2017-2020 Agreement is ratified, will be able to
1320 convert, at the time the employee enters DROP, up to the balance of the lesser of:
1321 (1) 864 hours reduced by 792 hours; OR (2) the employee’s “snapshot” of hours
1322 reduced by 792 hours. In the event an employee has 792 hours or less in his/her
1323 “snapshot” of accrued leave, then no additional leave may be converted at the
1324 time the employee enters DROP, unless that 792-hour reduction is reduced as
1325 provided below, in which case the threshold shall be the modified reduction
1326 number as provided below.
1327
- 1328 (e) The parties agree that if over the last three (3) years (36 months) before the
1329 employee enters DROP, the employee was able to convert either: (1) the actual
1330 number of leave hours that were in the employee’s “snapshot” (from September
1331 30, 2011); or (2) if the employee’s “snapshot” exceeded 864 hours, then the
1332 maximum amount of 864 hours of leave conversion, through the employee’s
1333 monthly conversions, then there would be no further leave conversions that would
1334 be considered “earnable compensation” for purposes of the employee’s pension
1335 benefit calculation.
1336
- 1337 (f) For those employees who enter DROP, after the 2017-2020 Agreement was
1338 ratified, at the end of a three (3) year (36 month) period that includes months in
1339 which the monthly leave conversion rate for a 48-hour employee was at twelve
1340 (12) hours per month and months in which the monthly leave conversion rate was
1341 at twenty-two (22) hours per month, the 792 hour reduction that shall be applied
1342 to determine the maximum amount of leave accruals that employee may convert
1343 to “earnable compensation” for pension purposes, if any, shall be pro-
1344 rated/adjusted lower by subtracting ten (10) hours for each month that the
1345 employee had the opportunity to convert twelve (12) hours of sick and vacation
1346 leave accruals on a monthly basis, provided the amount converted at the time the
1347 employee enters DROP plus the time the employee has converted each month
1348 during the thirty-six (36) month look-back period does not exceed the lesser of the
1349 employee’s “snapshot” or 864 hours. For example, if an employee’s snapshot is
1350 greater than or equal to 864 hours and the employee had seventeen (17) months
1351 within which the employee could have cashed out twelve (12) hours per month
1352 and nineteen (19) months within which the employee could have cashed out
1353 twenty-two (22) hours per month, the reduction applied would be 622 hours (792-

1354 (17*10)) so that the employee would be eligible to cash out 242 hours (864-(792-
1355 (17*10))).

1356

1357 (g) Consistent with the arbitrator's ruling in FMCS Grievance/Arbitration Case No.
1358 75-52996-3, and notwithstanding any other subsection in Sections D.1. (a) – (f),
1359 above, for each month that a Battalion Chief is/was assigned to work a 40-hour
1360 work schedule during his/her last thirty-six (36) months before entering DROP
1361 and thereby limited to a maximum monthly conversion of eight (8) hours of leave
1362 as provided in Section D.1, those employees who have not had the opportunity to
1363 convert up to his/her 2011 "snapshot" of accrued leave before entering DROP will
1364 be allowed to convert, at the time he/she enters DROP, a maximum of twelve (12)
1365 hours of leave to "earnable compensation" for each of those months the employee
1366 was assigned to the 40-hour work schedule with such hours being converted at the
1367 employee's 48-hour rate of pay. However, in no event shall the dollar value of
1368 such cash out cause the total dollar value of the total cash out paid by the Town in
1369 the thirty-six (36) month period preceding entry into the DROP and pursuant to
1370 this Section III(D)(1) to exceed the dollar value of cashing out the lesser of 864
1371 hours or the number of hours in the employee's snapshot at the employee's 48-
1372 hour rate of pay, e.g., for an employee with a snapshot that is equal to or exceeds
1373 864 hours, the value of the additional cash out at the employee's 48-hour rate
1374 combined with the already paid monthly cash outs at the employee's 40 and/or
1375 48-hour rate cannot exceed 864 multiplied by the employee's 48-hour rate. In the
1376 event this maximum total cash out would be exceeded, the number of hours
1377 cashed out at the employee's 48-hour rate will be reduced as necessary so that the
1378 total cash out is equal to the product of the employee's 48-hour rate multiplied by
1379 the lesser of 864 or the number of hours in the employee's snapshot. The
1380 calculations required for this subsection (g) shall be done by the actuary for the
1381 pension board.

1382

1383 2. Leave accrual information will be provided to each employee for his individual
1384 accumulations on his/her paycheck stub.

1385

1386 3. Sick Leave Payouts at Separation and Retirement. As an incentive against sick leave
1387 abuse, an employee in good standing at the termination of his/her employment with the
1388 Town of Davie, either by resignation or layoff, shall be given the monetary value of fifty
1389 (50%) percent of accumulated sick leave, and at retirement, the monetary value of
1390 seventy-five (75%) percent of accumulated sick leave at the employee's base hourly rate
1391 of pay. In the case of a disability retirement, the employee shall be allowed to use up all
1392 accumulated sick leave and/or vacation before the effective date of the disability
1393 retirement. No compensation for accrued sick leave shall be paid to employees who are
1394 discharged for cause unless otherwise approved by the Human Resources Director.

1395

1396 a. As provided in Section II. B. of the 2017-2020 Agreement, the increase to the
1397 maximum sick leave accruals from 520 to 580 hours for employees assigned
1398 to work a 40-hour work schedule shall not increase the maximum number or
1399 amount of sick leave hours that can be cashed out at the time of any
1400 employee's separation, termination, resignation, layoff or retirement. As a

1401 result, the percentage value (as noted above) of any sick leave accrual cash-
1402 outs in this section shall be based on a maximum of 520 hours of sick leave,
1403 even if an employee may have more than 520 hours at the time of the sick
1404 leave accrual cash-out.
1405

1406 4. Vacation Leave Payouts at Separation and Retirement: Employees retiring or resigning
1407 voluntarily who give reasonable notice of their intention to terminate their employment,
1408 and who have not taken their accrued vacation, may elect to either take up to 264 hours
1409 (160 for a forty [40] hour employee) of their accrued vacation or be compensated for its
1410 value as of the date of termination at the employee's base hourly rate of pay, provided
1411 they have completed six (6) months of service. No compensation for accrued vacation
1412 shall be paid to employees who are discharged for cause.
1413

1414 E. Time Pool

1415
1416 The Town agrees that the employees in this Supervisory Unit may participate in the
1417 "time pool" administered by and for the members of the Rank and File bargaining unit,
1418 subject to the same terms and conditions of that "time pool" as set forth in the Rank
1419 and File collective bargaining agreement.
1420

1421 F. Annual Vacation Leave

1422
1423 1. Annual vacation leave will run from October 1st of each year to September
1424 30th of the following year. Selection of annual vacation leave will be July 1st
1425 through July 31st of each year and shall be selected by seniority. Posting will
1426 be done on or before August 20th of each year. Limitations on first selection,
1427 by seniority, will be the following maximums:
1428

1429	Years of Service	Maximum Leave Shifts as First Choice
1430		
1431		
1432	Less than 5 years	7
1433	Completion of 5 years	9
1434	Completion of 10 years	12
1435		

1436 2. The selection and awarding of annual vacation leave shall be based on
1437 Departmental seniority.
1438

1439 3. New probationary employee will not be permitted to select annual vacation
1440 leave which will fall within their probationary period.
1441

1442 4. Employees on an authorized absence during the annual vacation leave selection
1443 period may:
1444

1445 a. Submit their annual vacation leave selections prior to the beginning of
1446 their authorized absence.

1447 b. Send their annual vacation leave selections by certified mail during the
 1448 annual vacation leave selection period.

1449
 1450 5. The calendar for regular vacation leave will open on August 20th of each
 1451 year.

1452
 1453 G. Paid Time Off (PTO) (Applies to all employees hired on or after 3/4/09)

1454
 1455 1. Eligibility for PTO

1456
 1457 a. Bargaining unit employees hired on or after March 4, 2009, will be allowed
 1458 to earn and accrue paid time off.

1459
 1460 b. New employees who have not completed their initial probationary period of
 1461 employment will earn and accrue Paid Time Off in accordance with this
 1462 article but will not be eligible to use accumulated leave until their initial
 1463 probationary employment period is satisfactorily completed, unless
 1464 otherwise approved by the Fire Chief, Human Resources Director or
 1465 provisions within this policy.

1466
 1467 c. Promoted, demoted or transferred employees will retain all PTO privileges
 1468 and accrued balances in prior position and/or department.

1469
 1470 d. Accrual Rate of PTO.

1471
 1472 i. Effective October 1, 2011, regular full-time employees will earn and
 1473 accrue PTO immediately upon employment as follows:

1474

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.

1475
 1476 ii. When employee has had a break in employment, Paid Time Off
 1477 accrual will be handled as outlined in the Reinstatement Policy.

1478

1479 iii. Paid Time Off will not be earned by an employee during an unpaid
1480 leave of absence or when an employee has been placed in a non-pay
1481 status (i.e., suspension).
1482

1483 2. Use of PTO Hours
1484

1485 Paid Time Off (PTO) is an employee benefit which combines traditional vacation
1486 and sick leave programs into one plan with two components. This type of program
1487 provides both employees and the Town a flexible method of scheduling time off
1488 with pay. Because of this, PTO time may be used at the employee's discretion,
1489 provided that approvals are obtained for this leave as stated in this policy. Since
1490 PTO hours will replace traditional sick and vacation time, access is unrestricted
1491 provided the employee has been employed for 180 consecutive days and has
1492 supervisor approval. Employees may be granted up to two (2) days of PTO use after
1493 90 days of employment for their own personal illness with the approval of their
1494 Department Director. Any additional PTO usage prior to completion of the initial
1495 probationary period of employment will require approval by the Department
1496 Director and Director of Human Resources. PTO may be used for items including,
1497 but not limited to:

- 1498 a. Vacation
- 1499
- 1500 b. Sick Leave
- 1501
- 1502
- 1503 c. Absence for transaction of personal business which can not be conducted
1504 during off-duty hours.
- 1505
- 1506 d. Religious holidays other than those designated by the Town of Davie.
- 1507
- 1508 e. Supplement income for time loss due to work related personal illness, injury,
1509 or disability where statutory workers' compensation payments are being
1510 received. In no instance shall this combination exceed one hundred percent
1511 (100%) of the employee's regular base rate.
- 1512
- 1513 f. Maternity or paternity leave purposes.
- 1514
- 1515 g. Supplement income for time loss due to disability not work related, where
1516 employee is receiving disability insurance benefits/payments. In no instance
1517 shall this combination exceed one hundred percent (100%) of the employee's
1518 regular rate of pay.
- 1519
- 1520 h. Absences from work not covered by other types of leave provisions
1521 established by the Town of Davies' policies.
1522
- 1523
- 1524

1525 3. Request for Paid Time Off

1526

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a. Requests for PTO leave should be submitted electronically by employees to the department manager, via the employee's direct supervisor for approval, at least forty-eight (48) hours prior to requested leave.

b. Departments may establish a departmental policy for operational needs which may be more restrictive or provide exceptions to the forty-eight (48) hour 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.

h. Forty-eight (48) hour employees may convert forty-eight (48) hours of PTO to Emergency Personal Leave within any twelve-month period to be used for emergencies not covered by the illness provisions of PTO. Forty (40) hour employees may convert sixteen (16) hours of PTO to Emergency Personal Leave within any twelve-month period to be used for emergencies not covered by the illness provisions of PTO. Forty-eight (48) hour employees must use Emergency Personal Leave in twelve (12) hour

1571 increments and forty (40) hour employees must use Emergency Personal
1572 Leave in a minimum of two (2) hour increments. Employees using
1573 Emergency Personal Leave during a work shift must notify the on-duty
1574 Battalion Chief within one hour of the time the employee expects to return
1575 to work. Emergency Personal Leave may not be used on a holiday, on the
1576 three (3) calendar days prior to a holiday, or on the three (3) calendar days
1577 after a holiday. Emergency Personal Leave may not be used if the
1578 maximum allotted hours had been utilized by the employee in the previous
1579 twelve-month period.

1580

1581 4. Abuse of Paid Time Off Leave

1582

1583 a. Excessive unscheduled use of Paid Time Off will be grounds for disciplinary
1584 action. When an employee's absences are such that the Town has reasonable
1585 grounds to believe that an abuse exists, the employee will be notified in
1586 writing, by their department manager, of the suspected abuse, and thereafter
1587 may be required, regardless of the duration of the absence, to submit a
1588 satisfactory doctor's certificate or affidavit indicating the specific nature of the
1589 disability and its duration to the employee's department manager before such
1590 absence may be charged against the employee's accumulated PTO balance.
1591 Reasonable grounds of abuse include a pattern of numerous one-day absences
1592 throughout the year, particularly if leave is always taken on Mondays or
1593 Fridays; frequency of absences; low/zero accumulated PTO balance; and other
1594 patterns of abuse.

1595

1596 b. Further disciplinary action, up to and including termination, may be taken by
1597 the department manager when an employee's attendance continues to be
1598 unsatisfactory.

1599

1600 c. Abuses in leave will be included on the employee's annual performance
1601 evaluation.

1602

1603 5. Carry-Over and Cash Payment of Paid Time Off

1604

1605 a. It is the intent of this policy that all employees take their Paid Time Off
1606 annually for the period in which it has been earned.

1607

1608 b. The maximum amount of Paid Time Off which can be carried forward from
1609 one (1) fiscal year (ending September 30th of each year) to the next is set
1610 forth in the chart below (which were increased effective upon ratification of
1611 the 2017-2020 Agreement conditioned upon the agreement that those
1612 increases shall not increase the amount of hours that any employee can cash
1613 out upon separation, resignation, retirement, layoff or termination and shall
1614 not increase the Town's costs/liability/exposure for cash-outs at any
1615 employee's separation, resignation, retirement, layoff, or termination as noted
1616 below by the asterisks in the chart); however, no employee, regardless of

1617 length of service or number of scheduled hours may cash out more than 600
 1618 hours upon a resignation from employment or more than 800 hours upon
 1619 retirement of employment. (This includes leave used during the last 30 days,
 1620 or at any time, to prolong a retirement/termination date).
 1621

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

- 1622
- 1623 c. An employee may request cash payment for portions of accrued PTO once
- 1624 annually from the Town in accordance with the provisions of this policy.
- 1625
- 1626 d. Employees with a PTO balance over 160 hours will be eligible to receive sixty
- 1627 percent (60%) reimbursement of accrued PTO over the 160 hours, up to 80
- 1628 hours annually, at their rate of pay at the time of the cash-out. Compensation
- 1629 shall be contingent upon budgetary restrictions and may be terminated by the
- 1630 Town Administrator through the budget process.
- 1631
- 1632 e. Prior to October 1st, each qualified employee must request reimbursement in
- 1633 writing on the “PTO reimbursement form” to the Human Resources
- 1634 Department for annual reimbursement. This form must be certified and
- 1635 approved by the Department Director. The Human Resources Department
- 1636 will provide further approval. Employees approved for reimbursement will
- 1637 receive the additional compensation prior to the first full payroll in October.
- 1638
- 1639 6. Payment of Unused Paid Time Off
- 1640
- 1641 a. Employees who voluntarily resign or are separated from employment in good
- 1642 standing will receive payment for 80% of their accrued and unused Paid Time
- 1643 Off at the time of separation. Employees who are eligible for and retire from
- 1644 the Town of Davie will receive 100% of their accrued and unused Paid Time

- 1645 Off at the time of their retirement. (For employees in the DROP program,
1646 please see additional provisions listed in the DROP policy). Employees
1647 dismissed for misconduct will not receive the accrued time, unless specifically
1648 recommended by the department manager and approved by the Director of
1649 Human Resources.
1650
1651 b. Employees placed on layoff status will receive 100% pay for accrued Paid
1652 Time Off up to time of the layoff.
1653
1654 c. New employees who have not completed their initial twelve (12) month
1655 probationary period will not be eligible for payment of leave, upon separation.
1656
1657 7. Right to Contribute Paid Time Off Hours
1658
1659 a. In the event that an employee's own illness or physical incapacity should
1660 continue beyond a point where his/her Paid Time Off has been exhausted, or
1661 short/long term disability does not apply, other employees may contribute
1662 accumulated PTO, vacation or sick to said employee with the appropriate
1663 approvals.
1664
1665 b. Employee contributions must be done in multiples of at least four (4) hours
1666 per employee. The donation of time must be completed on the appropriate
1667 donation of time form and approved by both the Department Director and the
1668 Human Resources Director or designee.
1669

ARTICLE 32

FMLA/ LEAVES OF ABSENCE

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

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

Personal Leave

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

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

FMLA

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

1716 order to cover insurance benefit premiums during the twelve (12) weeks of
1717 FMLA. Use of the paid leave (i.e. sick, vacation, etc.) will apply toward the
1718 twelve (12) week entitlement and is not in addition to this entitlement.
1719

1720 4. Leave may be requested on an intermittent basis or on a reduced work
1721 week schedule if medically necessary. The employee must provide
1722 medical certification within fifteen (15) days of the date requested. The
1723 employee must attempt to schedule their intermittent or reduced leave so
1724 as not to disrupt the organization's operations. The employee may be
1725 required to transfer temporarily to a position with equal pay and benefits
1726 that better accommodates recurring periods of leave or a reduced work
1727 schedule.
1728

1729 5. Upon returning from FMLA the employee is entitled to return to the same
1730 position held when the leave began or to a similar position with equivalent
1731 benefits and pay, unless the position would have been eliminated had the
1732 employee not been on leave. In such circumstances, the employee may
1733 apply for any other vacant position for which they are qualified. Should
1734 the leave continue beyond the twelve (12) workweek period, reinstatement
1735 rights are at the discretion of the Town of Davie.
1736

1737 6. An employee granted FMLA will continue to be covered under the
1738 Town's insurance plans under the same conditions and coverage as would
1739 have been provided if the employee had been actively employed during
1740 the leave period. An employee is not entitled to leave accruals during the
1741 period of unpaid leave. The employee will have the option of continuing
1742 health care coverage by paying for all or part of health insurance
1743 premiums for any period beyond the initial twelve (12) weeks, if granted.
1744

1745 7. An employee who fails to return to work on the date specified on the leave
1746 request form without receiving an extension in advance is subject to
1747 disciplinary action up to and including termination.
1748

1749 Personal Leave

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1751 1. Eligibility for Personal Leave
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1753 a. Regular employees, having satisfactorily completed the initial
1754 probationary period, may be granted personal leave without pay.
1755

1756 b. Personal leave may be granted for a period not exceeding six (6) months,
1757 provided that the department manager deems such leave to be justified and
1758 not detrimental to the operations of the department.
1759

1760 c. Personal leave, if approved, will run concurrent to any approved FMLA
1761 and the total leave shall not exceed six (6) months. In exceptional cases,

- 1762 leave may be extended, upon approval by the department director and the
1763 Director of Human Resources.
1764
- 1765 d. Personal leave is intended to be used for health, education, pregnancy or
1766 extenuating and/or extraordinary personal reasons.
1767
- 1768 2. Request for Personal Leave
1769
- 1770 a. Request for personal leave, without pay, shall be submitted in writing on
1771 the "Leave Request Form" to the employee's Department Director and
1772 approved by the Director of Human Resources.
1773
- 1774 b. Prior to requesting personal leave for medical reasons, the employee must
1775 utilize any/all accrued sick leave, vacation leave or any other applicable
1776 leave.
1777
- 1778 3. Benefits while on Personal Leave
1779
- 1780 a. Group life, health, and dental insurance coverage, for both the employee
1781 and dependents, may be continued while on approved personal leave,
1782 provided that premiums for coverage (both employee and dependents) are
1783 paid and kept current by the employee. Employees may have the right to
1784 continue these insurance benefits under the Consolidated Omnibus Budget
1785 Reconciliation Act (COBRA) of 1986. Retention of insurance benefits
1786 must be made by the employee, through the Human Resources
1787 Department.
1788
- 1789 b. Employees will not receive holiday pay or earn any accrued leave or
1790 pension benefits while on personal leave without pay. In addition, the
1791 employee's anniversary date shall be adjusted to account for the duration
1792 of the leave.
1793
- 1794 4. Return to Regular Employment
1795
- 1796 a. An employee's position will be held only as set forth in the provisions of
1797 the FMLA for the first twelve (12) weeks of leave, if the employee
1798 qualifies for such leave. Employee's not granted FMLA, or whose FMLA
1799 time has expired, will no longer be guaranteed their position, but may
1800 return at the sole discretion of the Department Director if a job is still
1801 available.
1802
- 1803 b. Employee's granted personal leave shall contact their supervisor or
1804 department manager two (2) weeks prior to expiration of granted personal
1805 leave in order to facilitate the reinstatement process.
1806
- 1807 c. Employees that do not contact their supervisor or department manager and

- 1808 do not return to work upon expiration of granted personal leave will be
1809 considered absent without leave. Absence without leave for three (3)
1810 consecutive workdays is considered that the employee has resigned and
1811 will be handled as such. Absence without leave for less than three (3)
1812 days can be grounds for disciplinary action, in accordance with Town
1813 policy.
1814
1815 d. The Town will make a reasonable effort to return the employee to their
1816 former position or a similar position in the same classification in another
1817 department, if possible. If no opening exists, the employee may apply for
1818 any open posted positions that become available or for which they are
1819 qualified.
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1821 5. No leave of absence without pay will be granted to permit an employee to work
1822 at another job or conduct a business.
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ARTICLE 33

LONGEVITY

1. For employees hired 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

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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 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. COLA increases for each year of this 2020-2023 Agreement, as set forth below, will become effective on the first day of the first full pay period after the dates listed below:
 - a. The later of October 1, 2020 or the ratification date of this 2020-2023 Agreement: 2.0% COLA increase
 - b. October 1, 2021: 2.0% COLA increase
 - c. October 1, 2022: 2.0% COLA increase

2. In addition, the Town agrees to keep the current step plans in place for all employees for the duration of this agreement. Copies of both step plans are attached as Appendix B to this contract. The Town agrees to raise the value of the steps on the dates and in the amounts of the cost of living increases listed above in Section 1.

3. Advancement from step to step on the employee's evaluation date (October 1st) will be conditioned upon a satisfactory or better performance evaluation, provided however, that no employee shall exceed or advance past the maximum step in the pay plan. Any employee promoted into this Supervisory Unit after the ratification date of the 2017-2020 Agreement will keep his/her promotion date as his/her anniversary/evaluation instead of that evaluation date being changed to October 1st. Step increases shall become effective in the first full pay period that starts on or after the employee's applicable 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.

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

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

5. 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, then the promoted employee will be advanced the step in the pay grade for the lower 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/her designee. If the error is not due to the negligence of the employee, the Town shall issue a check to the employee for the amount in error within three (3) working days after the proper notification is made by the employee. At the employee's option, this correction may be made on the following payroll check. Any errors amounting to less than \$250.00 shall be corrected on the following payroll check.

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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 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

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

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6. Being under the influence of alcohol and/or drugs while on duty, including lunch and break periods, is prohibited. "Under the influence" shall mean use or abuse of those amounts of drugs, alcohol, or controlled substances which test at levels which meet or exceed those set forth in Section 12 of this Article or for those substances when no level is established in Section 12, which meet or exceed applicable federal or state limits.
 7. The Town shall require an employee to submit to drug and/or alcohol testing whenever it has reasonable suspicion that an employee is in violation of this policy. Random testing may be conducted as provided in this Article and in Article 50 of this collective bargaining agreement or in order to comply with a federal or state law or regulation.
 8. For the purposes of reasonable suspicion drug/alcohol testing, "reasonable suspicion" includes, but is not limited to, the following:
 - A. Observable phenomena while at work, such as direct observation of drug use of the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;
 - B. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;
 - C. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;
 - D. Evidence that an individual has tampered with a test administered under this Article during his/her employment with the Town;
 - E. Evidence that an employee has, during his/her employment, violated the provisions of section 2, above.
 - F. If there is a discrepancy with the medication/narcotic inventory (i.e. lost, missing or a vial/carpujet is tampered with) that occurs on an employee's shift
- It is agreed that at least two (2) supervisors must agree that there is reasonable suspicion to require an employee to submit to testing under this Article. The employee will be ordered to submit to the drug and/or alcohol test by the Fire Chief or designee. The supervisors who confirm that there is reasonable suspicion to require an employee to submit to testing will reduce to writing the basis for their determination(s) by the end of their shift.
9. Any employee who tests positive for alcohol and/or controlled substances, or who refuses to submit to testing, refuses to sign a consent form, fails to appear for testing, fails to cooperate and/or successfully complete rehabilitation programs and any required after-care programs, or tampers with the test specimen may be subject to disciplinary action, up to and including termination.

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

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

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

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

2093 The levels used for employee drug tests, as presently set forth below, will be changed
 2094 from time to time to remain consistent with those levels set forth under the applicable
 2095 rules promulgated by the Florida Drug-Free Workplace Act (i.e., Rule 59A-24, Fla.
 2096 Admin. Code), as amended from time to time. Those drug test standard levels presently
 2097 are as follows:

2098	2099	2099	2099
	Drug/Metabolite Test	Screening Test	Confirmation
2100			
2101	Amphetamines	1000 ng/ml	500 ng/ml
2102	Barbiturates	300 ng/ml	150 ng/ml
2103	Benzodiazepines	300 ng/ml	150 ng/ml
2104	Cocaine	300 ng/ml	150 ng/ml
2105	Marijuana	50 ng/ml	15 ng/ml
2106	Methadone	300 ng/ml	150 ng/ml
2107	Methaqualone	300 ng/ml	150 ng/ml
2108	Opiates	2000 ng/ml	2000 ng/ml
2109	Phencyclidine	25 ng/ml	25 ng/ml
2110	Propoxyphene	300 ng/ml	150 ng/ml

2111
 2112 An employee will be considered to test positive for alcohol at the level equal to or
 2113 exceeding 0.04g/dL.

2114
 2115 Other drugs and substances listed in Schedule I through V of Section 202 of the
 2116 Controlled Substance Act, 21 U.S.C. 812 may be tested for the Town. In any event,
 2117 they will be tested according to the levels contained in state statutes or regulations,
 2118 and, if none exist, at levels according to generally accepted toxicology standards.

2119
 2120 12. Each employee shall have the right to challenge the Town's adherence to the
 2121 contractual requirements of drug testing set forth herein in the same manner that the
 2122 employee may grieve any managerial decision.

2123
 2124 13. The Town, in its discretion, may discipline an employee for drug and/or alcohol
 2125 use/abuse and/or the Town may offer rehabilitation to the employee. It is recognized
 2126 that the Town must make its determination as to whether to discipline and/or attempt to
 2127 rehabilitate an individual who tests positive for being under the influence of alcohol,
 2128 drugs or illegal substances on a case-by-case basis. If the Union believes the Town has
 2129 acted arbitrarily and capriciously in its determination of whether to recommend
 2130 rehabilitation of an employee, the Union may grieve the Town's decision. In the event
 2131 the Town offers to rehabilitate an employee, the Town may place the employee on
 2132 administrative leave without pay. If the employee so elects, the employee will be
 2133 permitted to utilize accrued leave during his or her period of rehabilitation. An
 2134 employee who fails to complete the entire rehabilitation program, including follow-up
 2135 care, may be terminated. Also, in the event the Town elects to rehabilitate an
 2136 employee, the Town is only obligated to offer rehabilitation to an employee one time
 2137 and future "relapses" may be dealt with by immediate termination.

2138

- 2139 14. If the Town offers an employee the opportunity to enter into a drug or alcohol
2140 rehabilitation program, the Town may require the employee to execute any and all
2141 appropriate consent/release forms so that the Town can certify that the employee is
2142 enrolled in the program, is completing it, has completed it successfully, and/or is
2143 attending any after-care program. The Town may require an employee to submit to
2144 random testing for up to five (5) years after the employee returns to work. All
2145 counseling or treatment provided for in this policy is to be at the employee's expense,
2146 however nothing shall preclude the employee from submitting his or her expenses for
2147 reimbursement in accordance with any appropriate medical plan sponsored by the
2148 Town.
2149
- 2150 15. It is the responsibility of each employee who observes or has knowledge of another
2151 employee in a condition which the employee is or appears to be impaired in the
2152 performance of his or her job duties or who presents a hazard to the safety and welfare
2153 of others or is otherwise in violation of this policy, to promptly report the fact to his or
2154 her immediate supervisor. Any employee who, in good faith based on reasonable
2155 suspicion, reports an alleged violation of this policy, or any supervisory or managerial
2156 employee who investigates or takes action in good faith based on reasonable suspicion,
2157 shall not be harassed, retaliated against, or discriminated against in any way for
2158 making reports or participating in any investigation or action based thereon.
2159
- 2160 16. Any employee who is convicted of a criminal drug statute violation, or of any law
2161 involving driving a motor vehicle while intoxicated on or off the job may be subject to
2162 immediate disciplinary action, up to and including termination. As used herein, the
2163 term "convicted" means a plea of guilty, a plea of "nolo contendere," or a finding of
2164 guilty (regardless of whether adjudication is withheld) by any judicial body charged
2165 with the responsibility to determine violations of federal, Florida or any other state
2166 criminal drug statute or law concerning driving while intoxicated.
2167
- 2168 17. Any employee who is arrested, charged and/or convicted of a criminal drug statute
2169 violation, or of any law concerning driving while intoxicated on or off the job must so
2170 notify the Town's Fire Chief, or ensure that the Fire Chief is notified no later than two
2171 (2) business days following such arrest, charge or conviction. It is the responsibility of
2172 the Town to notify any federal agency with which the Town has a contract or grant as a
2173 condition of employment involving any employee convicted of any criminal drug
2174 statute for a violation occurring in the workplace within ten (10) days after receiving
2175 notice by the employee or by any other party.
2176
- 2177 18. Pursuant to an on-going drug and alcohol awareness program, the Town will
2178 periodically inform employees, formally and/or informally, of the dangers of drug and
2179 alcohol abuse in the workplace, the Town's policy of maintaining a drug-free and
2180 alcohol-free workplace, available drug and alcohol counseling, rehabilitation and
2181 assistance programs, and that violation of the Town's policy may result in disciplinary
2182 action, up to and including termination.
2183

- 2184 19. This policy will be posted in all fire stations and issued to all employees for placement
2185 in their employee manual.
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- 2187 20. An employee who refuses drug or alcohol testing may be subject to disciplinary action
2188 up to and including termination.
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ARTICLE 44

RANDOM DRUG, ALCOHOL, AND TOBACCO TESTING

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1. Random testing may be conducted pursuant to Article 49 and Article 53 of this agreement. It is a condition of employment that all employees abide by the Town's drug-free and alcohol-free workplace policy indicated in Article 49 and the no smoking policy indicated in Article 53. All current and future applicants and employees are covered by these policies and provisions and, as a condition of employment, are required to abide by the terms of these policies and provisions.
2. Random drug and alcohol testing will be conducted pursuant to the Florida Drug-Free Workplace program.
3. Selection of employees to be randomly drug and alcohol tested will be performed by an independent entity utilizing software accepted by the Federal Department of Transportation (DOT). Employees covered by this Agreement shall be included in the mix of names/numbers of the employees covered by the Rank and File unit agreement for purposes of potential selection as part of the random drug testing selection process.
4. Employees will be randomly tested on the day their name is selected if the selected employee is on duty that day. If an employee is not on duty the day that the employee's name is selected for random testing, the selected employee will be tested on the next day on which the employee is on duty. Said employee will not be told that his or her name had been selected until the next day on which the employee is on duty. If the selected employee is not tested on the next day on which the employee is on duty, the employee will not be tested on this occasion. The employee may be randomly selected for testing on another occasion. Employees selected for a random test under this Article will not be sent for that random test while the employee is working at a detail or while the employee is attending an off-duty training program. Recognizing that the Fire Chief (or designee) retains sole discretion to determine when an on-duty firefighter is sent for testing under the limitations and requirements set forth this Article, the Department will consider the possible disruption associated with sending a firefighter for a random test while the firefighter is actively involved in certain pre-scheduled on-duty training programs, but the decision to send a firefighter for such a test is not subject to the grievance process.

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.

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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

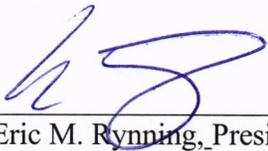
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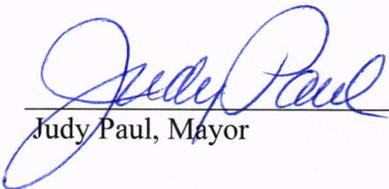
After a majority vote of those bargaining unit employees voting on the question of ratification, and thereafter upon its ratification by the Town Council and authorization for the Mayor to sign the Agreement on behalf of the Town, then the Agreement, upon being signed by the appropriate Union representatives,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

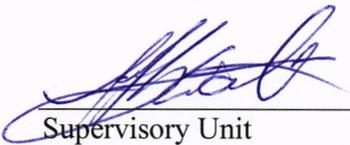
This agreement shall continue in force and effect from the date of Council approval until 11:59 p.m., September 30, 2023, the parties agree that no later than May 31, 2023, the parties shall meet, confer, and exchange initial proposals on all articles the parties wish to open for negotiations. Failure 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.

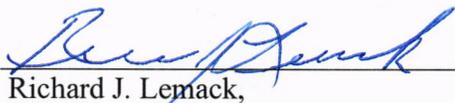
All Letters of Understanding entered into between the Town and the IAFF prior to the signing of this collective bargaining agreement shall be null and void.

This agreement is signed 7 day of OCTOBER, 2020


Eric M. Rynning, President, Local 2315


Judy Paul, Mayor


Supervisory Unit
Representative, Local 2315


Richard J. Lemack,
Town Administrator

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APPENDIX A

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 _____

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APPENDIX B

IAFF Supervisory Unit Grade/Step Table For Fiscal Years 2021/2022, effective October 2021

Fire Inspector Supervisor		FIS/1	FIS/2	FIS/3	FIS/4	FIS/5	FIS/6	FIS/7	FIS/8	FIS/9	FIS/10	FIS/11
Grade 375	Hourly	\$ 42,354.3	\$ 44,472.0	\$ 46,695.6	\$ 47,863.0	\$ 49,059.6	\$ 50,286.0	\$ 51,543.2	\$ 52,831.7	\$ 54,152.5	\$ 55,506.4	\$ 56,894.1
Yearly Pay Based on (40 hrs) per wk	Annual	\$ 88,097	\$ 92,502	\$ 97,127	\$ 99,555	\$ 102,044	\$ 104,595	\$ 107,210	\$ 109,890	\$ 112,637	\$ 115,453	\$ 118,340
Battalion Chief (Shift)		BC/1	BC/2	BC/3	BC/4	BC/5	BC/6	BC/7				
Grade 376	Hourly	\$ 43,357.0	\$ 44,441.0	\$ 45,552.0	\$ 46,690.8	\$ 47,858.1	\$ 49,054.6	\$ 50,280.9				
Yearly Pay Based on (48 hrs) per wk	Annual	\$108,219	\$110,925	\$113,698	\$116,540	\$119,454	\$122,440	\$125,501				
Battalion Chief (Days)		BCD/1	BCD/2	BCD/3	BCD/4	BCD/5	BCD/6	BCD/7				
Grade 377	Hourly	\$ 57,231.3	\$ 58,662.0	\$ 60,128.6	\$ 61,631.9	\$ 63,172.7	\$ 64,751.9	\$ 66,370.8				
Yearly Pay Based on (40 hrs) per wk	Annual	\$119,041	\$122,017	\$125,067	\$128,194	\$131,399	\$134,684	\$138,051				

IAFF Supervisory Unit Grade/Step Table For Fiscal Years 2022/2023, effective October 2022

Fire Inspector Supervisor		FIS/1	FIS/2	FIS/3	FIS/4	FIS/5	FIS/6	FIS/7	FIS/8	FIS/9	FIS/10	FIS/11
Grade 375	Hourly	\$ 43,201.4	\$ 45,361.4	\$ 47,629.5	\$ 48,820.3	\$ 50,040.8	\$ 51,291.7	\$ 52,574.1	\$ 53,888.3	\$ 55,235.6	\$ 56,616.5	\$ 58,032.0
Yearly Pay Based on (40 hrs) per wk	Annual	\$ 89,859	\$ 94,352	\$ 99,069	\$ 101,546	\$ 104,085	\$ 106,687	\$ 109,354	\$ 112,088	\$ 114,890	\$ 117,762	\$ 120,707
Battalion Chief (Shift)												
Grade 376	Hourly	\$ 44,224.1	\$ 45,329.8	\$ 46,463.0	\$ 47,624.6	\$ 48,815.3	\$ 50,035.7	\$ 51,286.5				
Yearly Pay Based on (48 hrs) per wk	Annual	\$ 110,383	\$ 113,143	\$ 115,972	\$ 118,871	\$ 121,843	\$ 124,889	\$ 128,011				
Battalion Chief (Days)												
Grade 377	Hourly	BCD/1 \$ 58,375.9	BCD/2 \$ 59,835.2	BCD/3 \$ 61,331.2	BCD/4 \$ 62,864.5	BCD/5 \$ 64,436.2	BCD/6 \$ 66,046.9	BCD/7 \$ 67,698.2				
Yearly Pay Based on (40 hrs) per wk	Annual	\$ 121,422	\$ 124,457	\$ 127,569	\$ 130,758	\$ 134,027	\$ 137,378	\$ 140,812				