



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF DAVIE, FLORIDA

-And-

**DAVIE PROFESSIONAL FIREFIGHTERS
LOCAL 2315 AFL-CIO**

October 1, 2020 – September 30, 2023

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ARTICLE 1

RECOGNITION

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

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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. However, the parties also recognize that the Town has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure as outlined in Article 13 but shall be filed pursuant to the requirements of the applicable Town internal policies and other governmental administrative agencies.

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ARTICLE 3

RESIDENCY REQUIREMENTS

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

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

ARTICLE 5

MANAGEMENT RIGHTS

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

ARTICLE 6

DUES CHECK OFF

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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 unit members 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.

- 147 8. Upon written authorization of ten (10) or more bargaining unit employees, the Town
148 agrees to deduct bi-weekly from the wages of each of those employees an additional
149 amount up to 5% of each of those employees' gross bi-weekly wages. The Town will
150 remit to the Union the amounts withheld pursuant to this paragraph on or about the 15th
151 of the month following the month the monies were withheld.
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- 153 9. The Union will hold the Town harmless against any claims made and against any suits
154 instituted against the Town or the Union based upon this article.
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158 **ARTICLE 7**

159 **UNION BUSINESS**

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- 162 1. Up to three (3) members of the Union negotiating team shall be allowed time off for all
- 163 negotiations which shall be mutually set by the Town and the Union.
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- 165 2. The Town shall permit two (2) Union representatives time off to discuss working
- 166 conditions with Town officials, attend grievance hearings, and consult with Town
- 167 officials, (including attendance at all labor management meetings) at a time mutually
- 168 agreeable. In the event that more than two (2) members (inclusive of both Units) are
- 169 granted time off (when operationally feasible) for a meeting under this section, that/those
- 170 additional member(s) shall be paid using the union time pool.
- 171
- 172 3. In the case where a Pension meeting or official pension conference/training is scheduled
- 173 during an employee's work hours, the Town shall permit up to two (2) members of the
- 174 Pension Board of Trustees, inclusive of Trustees who are members of the supervisory
- 175 bargaining unit, to attend with no loss of pay for up to a maximum of four (4) shifts per
- 176 year for 48-hour employees or 10 days (80 hours) for 40-hour employees.
- 177
- 178 4. Union Time Pool:
- 179
- 180 A. Active members in good standing shall contribute sick or vacation leave to the
- 181 Union Time Pool when the executive board deems it necessary. Forty-eight
- 182 (48) hour employees shall contribute up to four (4) hours at a time (maximum
- 183 twelve (12) hours per year). Forty (40) hour employees shall contribute up to
- 184 one (1) hour at a time (maximum four (4) hours per year). Donated time will
- 185 be recorded by the Town as dollar value in and dollar value out. The value of
- 186 each contribution shall be determined by the employee's current rate of pay at
- 187 the time of each assessment.
- 188
- 189 i. New members of the Union shall have three (3) months to comply with
- 190 the initial assessment to the Union Time Pool. The assessment for new
- 191 members shall be as follows: forty-eight (48) hour employees, six (6)
- 192 hours of sick or vacation time; forty (40) hour employees, two (2) hours of
- 193 sick or vacation time. The three (3) month grace period shall commence
- 194 upon the date of the employee's induction into the Union.
- 195
- 196 ii. In no event may the Union Time Pool exceed the dollar value of 1440
- 197 hours or 60 shifts of Battalion Chief's base pay at the prevailing maximum
- 198 pay grade hourly rate.
- 199
- 200 B. Authorization by the Union President or designee for the employee to use the
- 201 Union Time Pool must be submitted in writing before such assignment is
- 202 effective. Under normal circumstances, the Union shall provide the Town with
- 203 at least fourteen (14) hours' notice before utilizing the Union Time Pool. The

204 Union Time Pool shall be used to reimburse the Town for hours worked by
205 employees replacing those employees utilizing the Union Time Pool. If the
206 replacement employee receives overtime pay, the Union Time Pool shall be
207 charged one and one-half hours for every hour worked by the replacement
208 employee. If necessary, employees utilizing the Union Time Pool shall be paid
209 by the Town in accordance with the overtime procedures set forth in Article 32
210 of this Agreement and replaced by the Town in the same manner that the Town
211 fills any other absence causing overtime.

212
213 i. The President of the Union may designate up to five (5) members of the
214 Union, which may include members of either the rank and file
215 bargaining unit or the supervisory bargaining unit, who shall be
216 allowed time off to attend the Union's State Convention utilizing the
217 Union Time Pool. Each delegate shall be allowed to take off two (2)
218 shifts during each fiscal year.

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220 ii. The President of the Union may designate up to five (5) members of the
221 Union, which may include members of either the rank and file
222 bargaining unit or the supervisory bargaining unit, who shall be
223 allowed time off to attend the Union's International Convention
224 utilizing the Union Time Pool. Each delegate shall be allowed to take
225 off two (2) shifts once every two (2) years.

226
227 iii. The President of the Union may designate up to five (5) members who
228 are designated Union representatives, which may include members of
229 either the rank and file bargaining unit or the supervisory bargaining
230 unit, who shall be allowed up to five (5) hours of time off to attend a
231 regular monthly general Union membership meeting utilizing the Union
232 Time Pool.

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234 iv. Use of Union Time Pool shall be subject to approval of the Fire Chief
235 and or 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 the mutual consent of both parties. 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.

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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, SOPs and SOGs 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. All provisions of the pension ordinances concerning benefits and employee contributions shall remain in full force and effect.

2. The pension plan was amended so that effective upon the ratification of the 2017-2020 Agreement, no Chapter 175 premium tax revenues that are/were then being held in reserve (including but not limited to any available funds as defined in the Share Plan, which have not yet been allocated to individual share accounts as of the date of ratification) and any Chapter 175 premium tax revenue funds received on or after that date will be credited to the Share Plan, based on the parties agreement that all of the Chapter 175 premium tax revenues shall be used to offset the Town's contributions to the pension plan. The parties have mutually agreed that all Chapter 175 premium tax revenues shall be used to offset the Town's contributions to the pension plan.

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ARTICLE 12
SHARE PLAN

1. The Town enacted an ordinance creating a section of the Davie Firefighters Pension Trust establishing a Share Plan, under which any premium tax revenues received by the Town in excess of the \$679,968 “applicable frozen amount” during any plan year beginning October 1, 2012 or later were used to fund a supplemental benefit for plan members. The parties reached mutual agreement that effective upon the ratification of the 2017-2020 Agreement, all of the Chapter 175 premium tax revenues that are/were then being held in reserve (including but not limited to any available funds as defined in the Share Plan, which have not yet been allocated to individual share accounts as of the date of ratification) and any premium tax revenues received on or after that date shall be used to offset the Town’s contributions to the pension plan.
2. The Board of Trustees shall provide rules concerning the allocation of Share Plan funds to members, except as provided below. The parties agree that the provisions of this Section satisfy the provisions of Chapter 2015-39, Laws of Florida regarding their mutual agreement for the use of Chapter 175 funds and the creation of a defined contribution plan component/Share Plan within the Firefighters Pension Trust.
3. The Share Plan benefit shall be funded solely by premium tax revenues received by the Town pursuant to Section 175, Florida Statutes, and will not result in any additional cost to the Town. The share account of each active firefighter and DROP participant shall be credited or debited with earnings or losses based upon the amount in the share account at the close of the immediately preceding calendar year at a rate equal to the Pension Plan’s actual net rate of investment return for the preceding plan year.
4. The final approval regarding the actual cost of the proposed pension benefits increase lies with the State of Florida Division of Retirement which will approve the costing methodology and the components thereof.

350 **ARTICLE 13**

351 **GRIEVANCE PROCEDURE**

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

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

367
368 Step 1 The aggrieved employee or the Union shall present a written grievance to the
369 Fire Chief or designee, Monday through Friday from 8:30 a.m. to 4:30 p.m., within
370 fifteen (15) calendar days within the time the grievant or the Union knew or should
371 have known about the occurrence giving rise to the grievance. A Union representative
372 shall always be present at any time the Town discusses a grievance with a grievant.
373 The Fire Chief or designee may seek the assistance of any other individual who may
374 be qualified to offer assistance or information which will aid the Chief in reaching a
375 mutually equitable decision. The Chief or designee shall attempt to adjust the matter
376 and shall respond in writing to the employee and the Union within fifteen (15)
377 calendar days of receipt of the grievance

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379 Step 2 If the grievance has not been satisfactorily resolved, the Union or the
380 aggrieved employee shall present such written grievance to the Town Administrator,
381 or designee, within ten (10) calendar days from the date of the response in Step 1. The
382 Town Administrator, or designee, shall meet with the employee and the Union
383 representative within fifteen (15) calendar days, from the receipt of the written
384 grievance and render a decision within fifteen (15) calendar days, from the meeting.

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386 Step 3 If the grievance has not been satisfactorily resolved, the Union may, within
387 twenty (20) calendar days from receipt of the Step 2 response submit the grievance to
388 arbitration by filing a written request for a panel of arbitrators with the Federal
389 Mediation and Conciliation Service (FMCS) and providing the Town with a copy of
390 such request. The Union shall have the exclusive right to proceed to arbitration on
391 behalf of its members. The award of the arbitrator shall be final and binding on both
392 parties.

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394 3. All deadlines may be extended upon mutual agreement of the Town and the Union.
395 Deadlines shall be extended automatically upon a Town declared State of Emergency.

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4. Failure of the Town to make a decision within the time limits at each step shall be deemed a denial and the grievance may proceed to the next step.
5. The cost for the services of arbitrator shall be borne by the losing party. Either party to this agreement desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.
6. In the event either party claims a dispute is non-arbitrable, the arbitrator's ruling shall first address that issue. If the arbitrator deems the issue non-arbitrable, then no ruling on the merits shall be issued.

409 **ARTICLE 14**

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411 **PROTECTIVE CLOTHING, EQUIPMENT, AND UNIFORMS**

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413 1. All Firefighters shall be provided with the following NFPA approved necessary and
414 appropriate protective clothing and equipment which shall be utilized in the
415 performance of their duties:

- 416
417 1 - Bunker Coat with liner
418 1 - Pair of Bunker Pants with liner
419 1 - Pair of firefighter type suspenders, color optional
420 1 - Eye protection
421 1 - Fire helmet
422 1 - Pair of five-finger, full protection type fire gloves
423 Flashlight of high quality, heavy duty (sufficient number for
424 personnel on duty)
425 1 - Self-contained breathing apparatus/sufficient number
426 for personnel on duty
427 1 - Pair Bunker boots (short)
428 1 - Head protector/hood
429 1 - SCBA face mask
430

431 All SCBA equipment shall be maintained and/or repaired by trained personnel.
432

433 Pursuant to NFPA standards, the Authority having jurisdiction (AHJ), (Fire
434 Chief or designee) shall insure that protective clothing and equipment is
435 supplied to provide protection from those hazards that personnel are exposed to
436 or could be exposed to; furthermore, shall ensure that equipment commensurate
437 with the respective operational capabilities for all fire rescue operations
438 including, but not limited to, technical search and rescue incidents and training
439 exercises, is provided.
440

441 Employees may purchase additional personal or safety equipment (NFPA
442 approved, if applicable) with written approval from the Fire Chief or designee
443 for use in their official position with the Town of Davie.
444

- 445 2. The Town shall furnish the following uniforms to each employee:
446

- 447 A. Four Dress shirts [consisting of three (3) short sleeve and (1) long
448 sleeve].
449 Five pairs of pants [consisting of four (4) work pants and one (1) dress
450 pants]
451 One cold weather jacket
452 Five undershirts
453 One ball cap
454 One uniform belt

- 455 One pair work shoes (with steel or composite toe protection)
456 One pair of dress shoes
457
458 B. The Town shall supply required badges, shields, insignias, patches and
459 emblems as determined by the Fire Chief or designee.
460
461 C. Only items determined by the Fire Chief or designee may be worn while in
462 uniform.
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464 D. The Town shall pay or supply a cleaning agency for uniforms.
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466 3. All of the above listed protective clothing, equipment and uniforms shall be repaired
467 or replaced by the Town as needed.
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469 4. Employees will be responsible for reimbursing the Town for the cost of replacement,
470 less insurance proceeds, of protective clothing, equipment and uniforms lost, damaged
471 or destroyed due to gross negligence of the employee. Nothing in this article shall
472 excuse an employee from responsibility for any and all equipment or materials which
473 are issued or assigned to the employee on a regular or temporary basis which is lost,
474 damaged or destroyed due to negligence.
475
476 5. The Fire Chief or designee shall inspect the protective clothing and above listed
477 equipment at least every twelve (12) months.
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479 6. The Fire Rescue Department Safety Committee referenced in Article 16 will meet as
480 required or when requested by either party to discuss any and all items to be issued
481 pursuant to paragraph 1.
482
483 7. The following terms shall apply to lost or damaged wrist-watches and to damaged
484 prescription eyeglasses:
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486 a. Wrist-watches damaged or lost through no fault of the employee shall be
487 repaired or replaced at a cost not to exceed \$50 (limited to one time per fiscal
488 year).
489 b. Prescription eyeglasses damaged through no fault of the employee, shall be
490 repaired or replaced at a cost not to exceed \$150 per incident, less any amount
491 covered by insurance and limited to one (1) time per fiscal year.
492 c. Payment is not available for any item damaged due to the employee's
493 negligence, which determination shall be made in the sole discretion of the Fire
494 Chief, or designee. In addition, the determination as to the current value of any
495 damaged item (for purposes of reimbursement or repayment by the Town)
496 shall be made in the sole discretion of the Fire Chief, or designee. The Fire
497 Chief's decision may be appealed to the Town Administrator or designee
498 whose determination shall be final. Decisions related to reimbursement or
499 replacement under this Article shall not be subject to the grievance/arbitration
500 process.
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ARTICLE 15

DEPARTMENTAL ORIENTATION AND TRAINING

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.

ARTICLE 16

SAFETY COMMITTEE

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

Fire Rescue Department Safety Committee

1. Two (2) employees representing the Union and two (2) representatives of the Town shall comprise a Fire Rescue Department Safety Committee. The Committee will meet as required or when requested by either party to discuss safety and health conditions of the Department. All recommendations of the Committee shall be in writing and copies submitted to the Fire Chief or designee. The Fire Chief or designee, when in concurrence with a Committee recommendation, shall make a concerted effort to implement the recommendations within a reasonable time. If the recommendations of the Committee are rejected, the Fire Chief or designee shall provide written notice as to the reasons for the rejection to the Union. The Fire Chief's or designee's decision as to any recommendation by the Committee shall be final.

2. Participation in the Committee shall be voluntary, and participation shall be on the employees' own time.

Town-wide Safety Committee

1. One (1) employee and one (1) alternate representing the Union shall be part of the Town-wide Safety Committee.

2. Participation in the Town-wide Safety Committee shall be pursuant to state statute.

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ARTICLE 17

ANNUAL PHYSICAL EXAMINATION

1. Each employee may, at his or her option, be fully and completely examined by a physician (M.D.) at the Town's expense 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.

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ARTICLE 18

SENIORITY

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

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ARTICLE 19

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ARTICLE 20

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.

- 677 4. Time off from work under this Article shall be counted as time worked for purposes of
678 computing seniority. Sick and vacation time shall be earned for up to one (1) year
679 from the date of injury. All accruals during this time shall remain as if the employee
680 had never been injured.
681
- 682 5. In order to receive full pay from the Town, if an employee has been issued a check
683 from worker's compensation, the employee will be required to endorse any workers'
684 compensation checks, thus assigning payment to the Town.
685
- 686 6. In order for an employee to be eligible for full pay, s/he must return to work on a light
687 or limited duty basis if so ordered by the Town, providing a doctor releases the
688 employee to perform light or limited duty.
689
- 690 7. Light Duty - As a condition of receiving the supplement benefit set forth in paragraph
691 1, above, the Town may require the employee to perform light duty work subject to
692 the following conditions:
693
- 694 A. Light duty work shall be performed for the Fire Department or Town and shall
695 be duties the employee is physically and psychologically able to perform, as
696 determined by a physician. The work hours of light duty will be determined by
697 the Fire Chief or designee.
698
- 699 B. When approved by Fire Chief or designee, while working light duty, the
700 employee shall be permitted time off, with pay, to receive medical care for said
701 illness or injury.
702
- 703 8. The Town shall establish and implement a procedure for reporting incidents, when an
704 employee, in the performance of their duties, is required to perform rescue or provide
705 medical assistance. All employees shall comply with the injury, accident and/or
706 incident report requirements of the Town. The Town shall publish and make the
707 requirements available to all supervisors. Wherever possible all work related injuries
708 shall be reported in writing before the end of the shift on which the injury occurred.
709
- 710 9. No employee who is able to return to his/her regular job, within two (2) years of date
711 of injury shall be refused reemployment or assignment to regular duty if vacancy
712 exists because s/he suffered an injury arising out of and in the course of his/her
713 employment, unless said employee is receiving the benefits provided in Section 1 of
714 this Article, Social Security disability benefits, or a disability pension. Leave on
715 account of such a disability shall not interrupt seniority and shall be counted as time
716 worked for purposes of computing seniority. Before returning to duty, any such
717 employees must pass a pre-rehire fitness for duty examination and a background
718 investigation.
719
- 720 10. Employees who sustain a work-related injury or are involved in a vehicle accident that
721 results in either bodily injury or more than \$250 in property damage may be required
722 to submit to a post-accident drug test pursuant to the Town's Worker's Compensation

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Policy. Accidents resulting in less than \$250 in property damage may result in the submission to a drug test under the provisions of Article 49.

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ARTICLE 21

ENVIRONMENTAL CONDITIONS

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 22

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, spouse's grandparents, and grandchildren. 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 23

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 24

SHIFT EXCHANGE

1. Shift exchanges are a privilege 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. An employee may exchange shifts with employees of equal rank upon receiving prior approval of the Chief or designee. Shift exchanges between ranks shall be allowed upon prior approval by the Chief or designee, and the employee must be qualified to perform the same duties. 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, may 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. Any employee who calls out sick for a shift exchange, which creates any overtime costs to the Town, shall be charged sick leave accruals at the rate of 1.5 hours of time for each hour missed from that shift exchange.
2. A 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 25

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. If the employee is not on regularly scheduled duty, time spent giving such testimony shall be paid at the normal overtime rate. Employees will be paid for the minimum of three (3) hours overtime rate for appearance required under this section.
3. This section applies to an employee covered by this Agreement who receives a subpoena from the State Attorney's Office which requires him/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. An employee who wishes to be paid for stand-by time will be permitted to report to work at a location determined by the Fire Chief (or designee); the Fire Chief (or designee) will also determine the appropriate work to be performed by said employee. The employee will be paid for all work performed while on stand-by at his/her regular base rate of pay.
4. 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 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 their Battalion Chief 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.
5. 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.

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ARTICLE 26

JOB CLASSIFICATION QUALIFICATIONS AND PROMOTION

Promotions

1. Announcements of promotional examination shall indicate job classification eligibility requirements for said promotional position(s). Announcements of promotional examination shall be posted continuously in each Fire Station for not less than sixty (60) days prior to the examination date which will be stated in the announcement. All selection processes components shall be conducted within one hundred twenty (120) days of closing date of the promotional announcement. Identifiable sources of information for all promotional examinations shall be published upon announcement of said examination. The Town shall use sources of information which are available to the potential examinees. Two (2) Union members designated by the Union President will participate with the Fire Administration training division in selecting the external textbook source materials used for creating written examinations. The chapters of those external textbook source materials from which the written examination questions will be drawn will be identified in the job announcement. The Fire Chief or designee reserves the right to make the final decision on all source materials and questions used.

2. The Town agrees that all classified positions of the Fire Rescue Department shall be filled from the list of those eligible candidates certified by the Director of Human Resources Management.

The Town will establish component weights and minimum passing scores, and/or a composite minimum passing score for the promotional examination. Scores will be calculated and posted to the hundredths place (.00). If the thousandths place is five (.005) or greater the hundredths place will be rounded up (e.g., 80.565 rounds to 80.57). If the thousandths place is four (.004) or less the hundredths place will be rounded down (e.g., 80.564 rounds to 80.56). A list, ranking employees according to scores will be posted within thirty (30) calendar days after completion of all selection process components.

Employees will have the opportunity to challenge (in writing) specific test questions during and immediately following administration of the written test (multiple choice, true/false, fill-in the blank, matching only) at the test review session. In the event any specific test questions are challenged in a timely manner, all such challenged questions will be submitted for review to the person(s) responsible for preparing the challenged question(s). The results of this review will be final and binding and no further challenges will be permitted.

- 926 Absent a timely challenge, the Town will schedule and conduct the next
927 selection process component within thirty (30) calendar days after the written
928 scores are announced. Otherwise, the next selection process component will
929 be scheduled and conducted within thirty (30) calendar days after the specific
930 challenges are resolved.
931
- 932 3. After all promotional testing, the eligible candidates will participate in an
933 Officer Development Course (ODC), complete a task book and participate in
934 training/mentoring ride days for a minimum of five (5) shifts. The ODC, task
935 book and ride days shall be designed by the Fire Chief or designee and will be
936 provided to the eligible candidates within ninety (90) days of the posting of the
937 final promotional eligibility list.
938
- 939 4. Appointments shall be made on the basis of the final score of each candidate.
940 The Town will determine the factor which provides the weighted average score
941 of selection process components and will include the said factor in the
942 appropriate promotional announcement.
943
- 944 5. The Town agrees to establish a ranked promotional eligibility list which list
945 will then be valid for a period of thirty-six months (36) from the date of
946 posting such list, which date must appear on the list. The eligibility list will be
947 void after said thirty-six (36) month period or sooner when and if the list falls
948 below three (3) names and Town desires that said list be void. If the Town is
949 making promotions at one time from an eligibility list which, as a result, falls
950 below three (3) names, the Town has the option of continuing to make those
951 promotions from the list, or of considering it to be depleted. The decision as to
952 whether the list will be continued must be made within 180 days of the list
953 falling below three (3) names. The Town agrees to post a new promotional
954 examination within thirty (30) days of the following date (whichever occurs
955 first): (1) when the list expires at the end of the thirty-six (36) month period; or
956 (2) when the Town voids or depletes the list (except as otherwise provided in
957 Section 6 below). The time-frames established in this paragraph may be
958 extended by mutual written agreement between the Fire Chief and the
959 President of the Union.
960
- 961 6. In deciding which eligible employee to promote, the Fire Chief shall choose
962 between the five (5) highest scores on the eligibility list and promote his or her
963 choice, taking into account such factors as employment, attendance, and
964 disciplinary history; job performance; supervisory input; education; and other
965 job-related factors.
966
- 967 7. If a promotional examination is not passed by at least three (3) candidates, the
968 Town reserves the right to retest within one-hundred and eighty (180) days
969 from the posting date of the final eligibility list. If within that one-hundred and
970 eighty (180) day period, the Town decides to re-test, the announcement for the
971 new examination will be posted for the time-frames noted above in section 1. If

972 during that posting period at least four new/additional candidates do not
973 become eligible, the Fire Chief reserves the right to open the examination to
974 the next available rank. In the event there are not at least three (3) qualified
975 candidates that sit for a promotional exam, the Fire Chief reserves the right to
976 open the testing up to the next available rank.
977

978 Job Classification Qualifications

979
980 Davie Fire Rescue Department has implemented a department chain of command, which
981 includes the rank of Lieutenant, Captain, and Battalion Chief. The rank of Lieutenant
982 shall be filled through the process outlined herein and, when through attrition and by
983 promotion, the Lieutenant position shall become filled through the promotion of a
984 Firefighter/Paramedic Crew Leader and other qualified non-crew leader positions, said
985 Firefighter/Paramedic Crew Leader assignment shall be eliminated from Article 52 –
986 Assignments, the budget, and any pay classification will not exist. Once all Lieutenant
987 positions are filled through this process and if there are any employees that remain in a
988 Firefighter/Paramedic Crew Leader assignment, said assignment will be eliminated.
989

990 The following shall be the requirements for promotion:

991
992 8. An employment selection process will be utilized for selection for all
993 bargaining unit positions. Town of Davie shall establish criteria for eligibility
994 requirements. The following is a list of requirements for each listed job
995 classification:
996

997 a) To be eligible for the assignment to Rescue Crew Leader, the employee must
998 meet the following requirements:
999

- 1000 1. Must currently be employed in the Davie Fire Rescue Department;
- 1001 2. Possess and maintain a State of Florida Firefighter Certification;
- 1002 3. Possess and maintain a State of Florida Paramedic Certification;
- 1003 4. Must have served a minimum of three (3) years with said certifications
- 1004 with the Davie Fire Rescue Department;
- 1005 5. Possess and maintain a Florida Class E Driver's License, or equivalent or
- 1006 higher Florida Driver's License;
- 1007 6. Possess an Emergency Vehicle Operator Course (EVOC) certification; and
- 1008 7. Pass assessments as defined by the Fire Chief and EMS Medical Director.

1009
1010 b) To be eligible for the position of Driver Engineer, the employee must meet the
1011 following requirements:
1012

- 1013 1. Must currently be employed in the Davie Fire Rescue Department for a
- 1014 minimum of three (3) years;
- 1015 2. Possess and maintain a State of Florida Firefighter Certification;
- 1016 3. Possess and maintain a State of Florida Paramedic Certification if hired after
- 1017 January 01, 1997;

- 1018 4. Must have served a minimum of one (1) year with said certifications with the
1019 Davie Fire Rescue Department;
- 1020 5. Must have completed the Driver Operator course;
- 1021 6. Possess a State of Florida Driver Operator Certification;
- 1022 7. Possess and maintain a Florida Driver's License, or equivalent or higher
1023 Florida Driver's License; and
- 1024 8. Possess an Emergency Vehicle Operator Course (EVOC) certification.
1025
- 1026 c) To be eligible for the position of Lieutenant, the employee must meet the
1027 following requirements
- 1028
- 1029 1. Must currently be employed in the Davie Fire Rescue Department;
- 1030 2. Possess and maintain a State of Florida Firefighter Certification;
- 1031 3. Possess and maintain a State of Florida Paramedic Certification;
- 1032 4. Must have:
- 1033 i. served a minimum of four (4) years with Davie Fire Rescue
1034 Department which includes at least one (1) full year as a promoted
1035 Driver Engineer provided the member has successfully completed the
1036 applicable probationary period for that position, or
- 1037 ii. served a minimum of five (5) years with the Davie Fire Rescue
1038 Department and be a promoted Driver Engineer who has not yet
1039 completed probation, or who is on the current Driver Engineer
1040 Eligibility List.
- 1041 iii. An Associate's Degree in Fire, EMS, or a related area as determined
1042 by the Fire Chief or designee may substitute for one (1) year of the
1043 designated experience.
- 1044 5. Possess and maintain a Florida Driver's License, or equivalent or higher
1045 Florida Driver's License;
- 1046 6. Possess an Emergency Vehicle Operator Course (EVOC) certification
- 1047 7. Possess and maintain a State of Florida Fire Officer I Certification.
- 1048 8. Possess and maintain Instructor Certification in Basic Life Support
- 1049 9. Possess and maintain a Pediatric Certification or equivalent (i.e. PALS,
1050 PEPP, etc.)
- 1051
- 1052 d) To be eligible for the position of Fire Safety Inspector I (FSI1), the employee
1053 must meet the following requirements:
- 1054
- 1055 1. Must currently be employed in the Davie Fire Rescue Department for three
1056 (3) years and be an employee in good-standing. In determining an
1057 employee in good-standing the Fire Chief shall take into account such
1058 factors as employment, attendance, and disciplinary history; job
1059 performance; supervisory input; education; and other job-related factors.
1060 In the event where no internal candidates are available that meets the above
1061 criteria, the Fire Chief reserves to right to hire from outside the department.
- 1062 2. In the event where there are more than one candidate applying for the
1063 position the Fire Chief shall choose the most qualified person taking into

- 1064 account such factors as employment, attendance, and disciplinary history;
1065 job performance; supervisory input; education; and other job-related
1066 factors.
- 1067 3. Possess and maintain a State of Florida Firefighter Certification;
1068 4. Possess and maintain a State of Florida Fire Inspector Certification.
1069 5. Possess and maintain a Broward County Fire Inspector Certification.
1070 6. Possess and maintain a Florida Driver's License; and
1071 7. Possess an Emergency Vehicle Operator Course (EVOC) certification.
1072
- 1073 e) To be eligible for the position of Fire Safety Inspector II (FSI2), the employee
1074 must meet the following requirements:
1075
- 1076 1. Possess and maintain a State of Florida Firefighter Certification;
1077 2. Possess and maintain a State of Florida Fire Safety Inspector I Certification;
1078 3. Possess and maintain a Broward County Fire Inspector Certification;
1079 4. Possess and maintain a Broward County Board of Rules and Appeals Plans
1080 Examiner Certification;
1081 5. Possess and maintain a Certified Arson Investigator Certification.
1082 6. Must have served as a minimum of two (2) years as a Fire Safety Inspector
1083 I (FSI1) and be an employee in good standing. In determining an employee
1084 in good-standing the Fire Chief shall take into account such factors as
1085 employment, attendance, and disciplinary history; job performance;
1086 supervisory input; education; and other job-related factors. In the case
1087 where no internal candidates are available, the Fire Chief reserves to right
1088 to hire from outside the department.
1089 7. Possess and maintain a Florida Driver's License, or equivalent or higher
1090 Florida Driver's License; and
1091 8. Possess an Emergency Vehicle Operator Course (EVOC) certification.
1092
- 1093 f) To be eligible for the position of Captain, the employee must meet the
1094 following requirements:
1095
- 1096 1. Must currently be employed in the Davie Fire Rescue Department as a
1097 Lieutenant or promoted Driver Engineer currently on an eligible Lieutenant
1098 promotional list (as set forth in section 5 below).
1099 2. Possess and maintain a State of Florida Firefighter Certification;
1100 3. Possess and maintain a State of Florida Paramedic Certification;
1101 4. Possess and maintain a State of Florida Fire Officer II Certification;
1102 5. Must have:
1103 i. served a minimum of six (6) years with Davie Fire Rescue Department
1104 which includes at least one (1) full year as a promoted Lieutenant
1105 provided the member has successfully completed the applicable
1106 probationary period for that position, or
1107 ii. served a minimum of seven (7) years with the Davie Fire Rescue
1108 Department and be a promoted Lieutenant who has not yet completed

- 1154 i) Selection processes may include, but may not be limited to, evaluations of
1155 training and experience, written tests, oral tests, assessment centers,
1156 performance tests.
1157
- 1158 j) All above mentioned qualifications are subject to change pursuant to Federal
1159 and State law and/or County Regulation.
1160
- 1161 k) In order to be eligible to participate in a promotional examination process, an
1162 employee must satisfy all eligibility criteria as of the application closing date. Any
1163 employee who, as of the application closing date, satisfies all eligibility criteria for
1164 a promotional examination process except those related to time in grade or years
1165 of employment with Davie Fire Rescue Department, and who will satisfy all time
1166 in grade and/or years of employment with Davie Fire Rescue Department
1167 requirements within the twelve (12) month time period following the application
1168 closing date, shall be eligible to participate in the promotional examination process
1169 on a provisional basis. Any such employee who participates on a provisional basis
1170 shall participate in the promotional examination process in the same manner as all
1171 other candidates, but shall not be included on the promotional eligibility list
1172 resulting from the promotional examination process until such time as the
1173 employee satisfies all requirements for promotion relating to time in grade and
1174 years of employment with Davie Fire Rescue Department. During this time before
1175 the employee has satisfied all requirements related to time in grade and/or years
1176 of employment with Davie Fire Rescue Department, the employee will not be able
1177 to act-up in the tested position. When the employee has satisfied all time in grade
1178 and years of employment requirements, the employee shall be placed at the bottom
1179 of the promotional eligibility list. In the event two or more such employees have
1180 the same date of hire or promotion and become eligible for inclusion on the
1181 promotional eligibility list on the same date, the employee with the higher overall
1182 score on the promotional exam shall be placed above the other employee on the
1183 list.
1184
1185

1186 **ARTICLE 27**

1187 **PROBATIONARY EMPLOYEES**

1188
1189
1190 **A. NEW EMPLOYEES**

1191
1192 A new employee of the Department shall be deemed to be in a probationary status
1193 for a minimum of sixteen (16) continuous months, beginning with the first day of
1194 employment as a Firefighter.

1195
1196 An employee's probationary year shall be tolled and extended during any time
1197 period that the employee is not at work performing his/her regular, normal duties
1198 for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers'
1199 compensation leave). The probationary period will commence running only when
1200 the employee returns to his/her normal duties.

1201
1202 An employee's probation may be extended at the discretion of the Fire Chief or
1203 designee for a maximum period of six (6) additional months. Should probation be
1204 extended, notice shall be given prior to the end of the probationary period.
1205 Subsequent to giving notice of extension, a remediation plan shall be provided to
1206 the employee. The Town shall notify an unsuccessful probationary employee prior
1207 to the end of the probationary period or the extended probationary period that they
1208 have not passed probation. Should the Town fail to provide timely notification
1209 that, either, probation has not been passed or that probation has been extended then
1210 probation shall be deemed passed. Notice need not be in any particular form, but
1211 must be written and also must be provided to the Union.

1212
1213 During an employee's probationary period, he/she serves at the will and pleasure of
1214 the Town. Accordingly, no probationary employee may grieve, or otherwise
1215 challenge, any decision involving assignment, discipline, layoff or discharge.

1216
1217 **B. PROMOTED EMPLOYEES**

1218
1219 In the event an employee receives a promotion from a lower to a higher bargaining
1220 unit position, or if the employee moves into a newly held classification, that
1221 employee shall serve a probationary period of twelve (12) months of continuous
1222 employment from the time of promotion (or from the time the employee begins
1223 performing in the newly held classification) as indicated on the approved Personnel
1224 Recommendation form.

1225
1226 An employee's promotional probationary year shall be tolled and extended during
1227 any time period that the employee is not at work performing his/her regular, normal
1228 duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and
1229 workers' compensation leave). The promotional probationary period will
1230 commence running only when the employee returns to his/her normal duties.

1231

1232 An employee's promotional probation may be extended at the discretion of the Fire
1233 Chief or designee for a maximum period of six (6) additional months. Should
1234 probation be extended, notice shall be given prior to the end of the probationary
1235 period. Subsequent to giving notice of extension, a remediation plan shall be
1236 provided to the employee. The Town shall notify an unsuccessful probationary
1237 employee prior to the end of the probationary period or the extended probationary
1238 period that they have not passed probation. Should the Town fail to provide timely
1239 notification that probation has not been passed, or that probation has been
1240 extended, then probation shall be deemed passed. Notice must be written and also
1241 must be provided to the Union.

1242
1243 If an employee is returned to his/her former classification during his/her
1244 promotional probationary period for any reason other than failure to satisfactorily
1245 complete his/her promotional probationary period or voluntary reversion, then the
1246 employee will have his/her previous score reinstated on the applicable eligibility
1247 list if the same list is still in effect.

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ARTICLE 28

CALL BACK/CALL BACK PAY/HOLDOVER

A. CALL BACK

1. All employees covered by the terms of this agreement who are called back to work unscheduled shall be paid at the overtime hourly rate for all hours worked and granted by this article. A call back order given to an employee during an emergency situation is mandatory and will be excused at the sole discretion of the Fire Chief or designee and only if the employee provides substantial reasonable justification to be excused from the mandatory call back. Involuntary overtime that results directly from a declared Emergency by the Town shall be paid at double time.
2. The definition of a Call Back is: Official notification considered any verbal contact from the dispatcher, Officer in Charge or designee regarding an unscheduled return to duty. However, this will not include an employee being ordered to commence work before his or her scheduled starting time where they are already in or at the work place at the time they are notified of being ordered to work. An employee called in two (2) hours or less prior to their scheduled starting time shall be treated as a hold over.
3. Call back to duty shall be at the discretion of either the Fire Chief or designee.

B. CALL BACK PAY

1. Each member called back to duty by either the Fire Chief or designee shall receive a minimum of three (3) hours call back pay at the applicable overtime rate. Employees called into work more than two (2) hours prior to their scheduled starting time shall be paid time and half for actual unscheduled time worked. Travel time from call back duty shall not be compensated.
2. Staff meetings being an essential part in the performance of members duties, shall be paid at current straight time rates unless they are conducted beyond the members scheduled shift or beyond his/her scheduled work week. When this occurs, members shall receive overtime pay.

C. HOLDOVER

1. Employees required to begin work before their scheduled shift or to remain on duty beyond their regular tour of duty shall be paid at the rate of time and one half for actual time worked, with a guaranteed minimum of thirty (30) and fifteen (15) minutes intervals thereafter at the applicable overtime rate.

1297 D. SCHEDULED CALL BACK

1298

1299 1. When an employee voluntarily accepts a scheduled call back that begins more than two
1300 hours before or after his or her regular shift or day, such employee shall receive a
1301 minimum of three (3) hours call back pay at the applicable call back rate.

1302

1303 **ARTICLE 29**

1304 **EDUCATION INCENTIVE PROGRAM**

1305 **SECTION 1**

1306
1307
1308 A. Certification and Degrees - the following supplements shall be added to the base salary
1309 for employees holding each of the following degrees, certificates, or obtaining each of the
1310 following (all such amounts will be paid bi-weekly or monthly and may be prorated):

- 1311
- 1312 1. E.M.T. State Certificate: \$2,125 *
 - 1313
 - 1314 2. Fire Officer I State Certificate/ Fire Science Certificate: \$900 flat rate
 - 1315
 - 1316 3. A.S. Degree in Fire Science/EMS or closely related field, as determined by the Fire
1317 Chief or designee: Step increase (not to exceed maximum pay grade).
 - 1318
 - 1319 4. Paramedic State Certificate: (Fire Inspector and personnel assigned to the fire
1320 inspection bureau are not eligible. Shift personnel temporarily assigned to Fire
1321 Inspection Bureau are eligible.)
1322 \$5,000 flat rate* Must be a Florida State certified paramedic and signed off by the
1323 Medical Director. *
1324 Increases to \$5,750.00 after 3 years working experience, ** as a State certified
1325 paramedic. *
1326 Increases to \$6,500.00 after 4 years working experience, ** as a State certified
1327 paramedic. *
1328 Increases to \$7,250.00 after 5 years working experience, ** as a State certified
1329 paramedic. *
 - 1330
 - 1331 5. Fire Inspector State and County Certificate: (Fire Inspector and personnel assigned to
1332 the fire inspection bureau are not eligible.) Five percent (5%) or starting Fire Inspector
1333 pay (whichever is greater) for hours worked as a Fire Inspector when assigned by the
1334 Fire Chief or designee.
 - 1335
 - 1336 6. A Fire Safety Inspector who obtains and maintains the necessary certifications and
1337 approvals to assist with Plans Examiner duties as needed, shall be paid a \$450.00
1338 annual supplement.

1339
1340 * *Employees who receive paramedic incentive pay will not receive EMT incentive*
1341 *pay.*

1342 ** *As defined by the Fire Chief and the EMS Medical Director*

1343
1344 The above compensations shall be payable as long as the employee maintains his/her
1345 certification, provided however that no employee shall be entitled to Paramedic
1346 certification incentive pay for any period of time that the employee is not cleared for work
1347 as a Paramedic by the Fire Chief or designee and the EMS Medical Director. Any
1348 bargaining unit employee who was hired after September 1996, as a certified Firefighter

1349 Paramedic must maintain that certification. Each certified Paramedic shall be responsible
1350 for meeting all obligations in maintaining his/her Paramedic certification.
1351

1352

1353

SECTION 2

1354

1355 A. The Town shall provide and schedule, in a timely manner, an opportunity for required re-
1356 certifications to be administered on duty. Employees who do not utilize the provided on-
1357 duty scheduled training will be responsible for securing their own required re-
1358 certifications from a provider approved by the Fire Chief and EMS Medical Director. All
1359 required re-certifications shall be reimbursed by the Town, provided prior approval for
1360 both the course and cost is granted by the Fire Chief or designee. In no case shall the
1361 reimbursement exceed the cost that would have been paid by the Town had the employee
1362 utilized the on duty scheduled training.
1363

1364

1365 B. The Town agrees that beginning on October 1, 2020, or on the ratification date of the
1366 2020-2023 Agreements, whichever is the later date, \$15,000.00 will be made available in
1367 each of the three (3) fiscal years of this Agreement, for tuition reimbursement to the
1368 members of the IAFF bargaining units (including the Supervisory unit members), which
1369 must be used consistent with the requirements of the Town's Tuition Reimbursement
1370 policy. But the parties also agree that those amounts shall only be available for use during
1371 the term of this Agreement. Therefore, the Town and the Union also agree that the full
1372 remaining value of the \$15,000.00, if any, made available in the third fiscal year of this
1373 Agreement shall sunset and shall no longer be available as of September 30, 2023. The
1374 Town also agrees that, with the approval of the Town Administrator, the Fire Chief may
1375 but is not required to budget more than \$15,000.00 for tuition reimbursement in a fiscal
1376 year. The parties also agree that the Department's paramedic training program is not
1377 included as an expense in this tuition reimbursement program.

1378

1379 C. Employees who let their certification lapse or who separate from the Town's employ will
1380 be required to reimburse the Town for all educational reimbursements and/or
1381 reimbursements for obtaining/maintaining certification which had been received by the
1382 employee within the past two (2) years.

1383

1384 D. Employees of the Fire Department shall use their vacation leave to attend courses which
1385 they elect to attend upon approval by the Fire Chief or designee. Members may be
1386 permitted to attend courses without loss of pay or time when approved by the Fire Chief
1387 or designee.

1388

1389 E. Classes that are required in order to maintain an employee's current position or are
1390 required in order to obtain a promotion into another bargaining unit position, shall be
1391 reimbursed by the Town of Davie in accordance with the Tuition policy; however,
1392 reimbursement shall be at 100% regardless of the passing grade. The Town agrees to
1393 reimburse employees within 45 days of the receipt of the grade from the employee.

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ARTICLE 30

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.

1431 **ARTICLE 31**

1432
1433 **HOURS OF DUTY**

1434
1435 Hours of duty are effective as follows:

- 1436
1437 1. Firefighters, Driver Engineers, Lieutenants, Captains and Acting Battalion Chief.

1438
1439 Shift Assignment, forty-eight (48) hour:

- 1440
1441 A. Twenty-four (24) hours on duty, followed by forty-eight (48) hours off
1442 duty, with a Kelly day (shift off) every 7th shift. This schedule will result
1443 in an average of forty-eight (48) hours per week.

1444
1445 Weekly Assignment, forty-eight (48) hour: (not to alter or replace shift
1446 assignment A. above)

- 1447
1448 B. Four (4) ten (10) hour and one (1) eight (8) hour day or three (3) eight (8)
1449 hour and one (1) twenty-four (24) hour day or five (5) eight (8) hour days
1450 and eight hours of on call or other time to be designated by the Fire Chief
1451 or combination thereof mutually agreed upon by the Fire Chief and Local
1452 2315 to result in a forty-eight (48) hour work week. These schedules shall
1453 be assigned at the Fire Chief's discretion

1454
1455 Weekly Assignment, forty (40) hour:

1456
1457 Weekly Assignment:

- 1458
1459 C. Workweek consisting of five (5) consecutive eight (8) hour workdays
1460 with an additional unpaid lunch period each day, or at the Fire Chief's
1461 discretion four (4) ten (10) hour workdays with an unpaid lunch period
1462 each day.

- 1463
1464 2. Fire Safety Inspector I & II

1465
1466 Workweek consisting of five (5) consecutive eight (8) hour workdays with an additional
1467 unpaid lunch per day, per work week, or at the Fire Chief's discretion four (4) ten (10)
1468 hour workdays with an additional unpaid lunch per day, per work week.

1469
1470 The Fire Chief, or designee in his or her sole and exclusive discretion, will assign
1471 employees to work shift assignments or weekly assignments. The Fire Chief or designee,
1472 in his or her sole and exclusive discretion, may change assignments. No changes in
1473 assignment (from shift to weekly or weekly to shift) will occur without a two (2) week
1474 notice from the Fire Chief or designee. The two (2) week notice may be mutually waived
1475 if agreed upon by both parties. Applicable leave will accrue at a pro rated value.

1476

1477 When an employee's assignment is changed from forty-eight (48) hour to forty (40) hour or
1478 from forty (40) hour to forty-eight (48) hour, the employee's base hourly rate of pay and sick
1479 and vacation leave accrual rates and accumulated leave balances will be converted to
1480 equivalent annualized values.

1481

1482 When an employee's assignment is changed from shift to weekly or from weekly to shift, the
1483 employee's base hourly rate of pay and sick and vacation leave accrual rates and
1484 accumulated leave balances will be converted to equivalent annualized values.

1485

1486 Newly Hired Probationary Firefighters:

1487

1488 The Town shall have the option of placing any and/or all newly hired
1489 probationary firefighters on a forty-eight (48) hour work week, not to
1490 include Sundays, for the purposes of training and orientation.

1491

1492 3. Fire Safety Inspectors:

1493

1494 A. Fire Safety Inspectors shall be paid for 40 hours of work per week.
1495 This shall consist of five (5) consecutive eight (8) hour "workdays"
1496 per week including, an additional unpaid lunch per day. At the Fire
1497 Chief or designee's discretion, a four (4) ten (10) hour days per week
1498 schedule, with an additional unpaid lunch per day may be scheduled.
1499 These schedules will result in a forty (40) hour paid work week. The
1500 additional unpaid lunch shall be scheduled as determined by
1501 department policy.

1502

1503 By definition, "workday" in general, means the period between the time,
1504 on any particular day, when such employee commences his/her "principal
1505 activity" and the time on that day at which he/she ceases such principal
1506 activity or activities (U.S. Department of Labor).

1507

1508 B. Fire Safety Inspectors may receive take home vehicles and be subject
1509 to call. The subject to call policy shall be contained in the
1510 department's policies/guidelines. All employees who are assigned
1511 vehicles including Fire Safety Inspectors may be assigned take home
1512 vehicles based upon availability and only after successful completion
1513 of Field Training. Employee assigned take home vehicles shall only
1514 be authorized to utilize their vehicle within Broward County unless
1515 otherwise approved by the Fire Chief or designee. The take home
1516 vehicle program will be governed by the department's
1517 policies/guidelines. Employees may become ineligible for the take
1518 home vehicle program as outlined in these rules and
1519 regulations/policies. The take home vehicle program may be amended
1520 by the Fire Chief or designee at his/her sole discretion.

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1522 C. Inspectors will observe all holidays on which Town Hall is closed.

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- D. The Fire Chief shall prescribe hours of duty for an employee temporarily assigned inspection duties.

- E. The Fire Safety Inspector who is assigned to be on call shall be eligible for an on-call/standby pay benefit in the amount of an additional flat rate of \$10 daily for each day of standby/on call.

- F. When a Fire Safety Inspector is called-out after hours by the Fire Chief or designee, the Fire Safety Inspector shall receive a minimum of three (3) hours of call-out pay at the applicable overtime rate. Travel time from the call-out shall not be compensated. If a second call-out occurs within the period covered by first three (3) hour minimum call-out, the second call-out will be paid on an hour-per-hour basis for each hour worked only after the first three (3) hours has elapsed, at the applicable overtime rate of pay for the Fire Safety Inspector.

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ARTICLE 32

OVERTIME

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

2. Employees who utilize sick leave during the same pay period as an overtime shift will not have those sick hours count towards the calculation of overtime; therefore, the overtime shift shall be paid as regular hours. When this occurs, employees may elect to be paid for the sick time or may choose not to utilize their sick hours since the total hours worked will equal regularly scheduled hours for that pay period, provided, however, that the default payment will be the use of accrued sick leave unless the employee submits the written election before the end of that pay period.

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ARTICLE 33

STAFFING

1. The total number of bargaining unit fire-rescue personnel shall not fall below ninety-nine (99) personnel.

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ARTICLE 34

WORKING OUT-OF- CLASSIFICATION

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

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ARTICLE 35

CONTRACT SAVINGS CLAUSE

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

ARTICLE 36

HOLIDAY PAY, SICK LEAVE AND VACATION LEAVE

I. HOLIDAY PAY

Forty-eight (48) hour employees covered by this agreement shall be compensated with their base hourly rate of pay for twelve and one half (12.5) holidays per year as designated by the Town, excluding Quality Service Days, at a rate of twelve (12) hours of their base hourly rate of pay per holiday. Pay shall be paid to the employee on the pay date for the pay period in which the holiday falls. The birthday holiday made available to forty-eight (48) hour employees through Town Policy was discontinued on January 20, 2016, and replaced by Patriot Day, which is celebrated on September 11.

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

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

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

Leave shall be accrued on the following schedule:

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

B. Maximum Sick Leave Accumulation.

No Forty-eight (48) hour employees shall accumulate more than 768 hours (520 hours for forty [40] hour employees, except as provided below) of sick leave. Once a forty-eight (48) hour employee reaches 768 hours (520 hours for forty [40] hour employees, except as provided below) of sick leave, his/her accruals will cease until his/her sick leave falls below 768 hours (520 hours for forty [40] hour employees, except as provided below). Conditioned upon the agreement that there shall be no increase to the maximum number of sick leave hours that any employee may cash-out and that there shall be no increase to the Town's liability/exposure to any additional costs related to sick leave cash-outs at the time of an employee's separation or retirement based on this increase, the maximum sick leave accruals for forty (40) hour employees shall increase from 520 to 580 hours.

- 1646 C. The request for and use of leave for sickness requires a telephonic message to the
 1647 shift command one (1) hour prior to the beginning of the employee's work shift in
 1648 accordance with the current department policy. Use of sick leave will be monitored
 1649 administratively.
 1650
- 1651 D. Sick Leave/Vacation Conversion: One time per fiscal year, forty-eight (48) hour
 1652 employees who have a minimum of 216 hours of accrued sick leave and forty (40)
 1653 hour employees who have a minimum of 72 hours of accrued sick leave may
 1654 convert two (2) days forty-eight (48) hours for shift employees and eight (8) hours
 1655 for forty (40) hour employees] of accrued sick leave to vacation leave.
 1656
- 1657 E. Forty-eight (48) hour employees may convert forty-eight (48) hours of sick time to
 1658 Emergency Personal Leave within any twelve-month period to be used for
 1659 emergencies not covered by Sick Leave. Forty (40) hour employees may convert
 1660 sixteen (16) hours of sick time to Emergency Personal Leave within any twelve-
 1661 month period to be used for emergencies not covered by Sick Leave. Forty-eight
 1662 (48) hour employees must use Emergency Personal Leave in twelve (12) hour
 1663 increments and forty (40) hour employees must use Emergency Personal Leave in
 1664 two (2) hour increments. Employees using Emergency Personal Leave during a
 1665 work shift must notify the on-duty Battalion Chief within one hour of the time the
 1666 employee expects to return to work. Emergency Personal Leave may not be used
 1667 on a holiday, on the three (3) calendar days prior to a holiday, or on the three (3)
 1668 calendar days after a holiday. Emergency Personal Leave may not be used if the
 1669 maximum allotted hours had been utilized by the employee in the previous twelve-
 1670 month period.
 1671
- 1672 F. At the end of each fiscal year, twenty-four (24) hours of wellness leave will be
 1673 provided to a forty-eight (48) hour bargaining unit member and eight (8) hours of
 1674 wellness leave will be provided to a forty (40) hour bargaining unit member who
 1675 has not used any unscheduled sick or emergency leave (excluding Emergency
 1676 Personal Leave) during that recently ended fiscal year. Wellness leave must be
 1677 used within twelve (12) months of the date it was earned.
 1678

1679 III. VACATION LEAVE (For employees hired prior to 3/4/09. Please see PTO section
 1680 below for employees hired on or after 3/4/09).
 1681

1682 A. Vacation leave shall be accrued on the following schedule:
 1683

- 1684 1. For forty-eight (48) hour employees, biweekly accruals will be as follows:
 1685

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

Completion of 10 years 10.16 hours (264 hours per year or 11 shifts)
 (121 months or greater)

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

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

B. Maximum Vacation Leave Accumulation.

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

C. 1. Approval of vacation leave for all employees shall be contingent upon a minimum of forty-eight hours advance electronically submitted request and it is also contingent upon the Department's being able to meet all current Department policies regarding minimum manning requirements despite the employee's absence. All requests for forty-eight (48) hour employees will be subject to a minimum block of twelve (12) hours and contingent upon the approval of the Fire Chief or designee. The forty-eight (48) hour notice may be waived by the Fire Chief or designee.

2. Vacation leave selection and its approval shall be determined by time in rank seniority. The total number of personnel, performing bargaining unit positions, permitted time-off per shift (inclusive of Kelly Days) at any one time shall be based on rank as follows:

<u>Total number of personnel in rank per shift</u>	<u>Total personnel permitted off</u>
1 - 7	2
8 - 14	3
15 - 21	4
22 - 28	5
29 - 35	6

The above chart shall continue proportionately

1730 Employees performing administrative assignments and/or positions, employees
 1731 placed on administrative leave with or without pay, employees on light duty for a
 1732 worker's compensation covered injury or absent due to worker's compensation
 1733 leave shall not be counted against shift personnel allowed off.

1734
 1735 The Chief, in his/her sole and exclusive discretion, may permit more than the
 1736 maximum number of Firefighters to be absent provided that:

- 1737
 1738 (a) Less than the maximum number of Driver Engineers, Lieutenants, or Captains
 1739 are absent;
 1740
 1741 (b) There is/are sufficient personnel available;
 1742
 1743 (c) There will be no additional cost to the Town.

1744
 1745 3. The total number of personnel permitted off per shift shall be as follows:
 1746

<u>Total number of personnel per shift</u>	<u>Total personnel permitted off</u>
1747 16-20	4
1748 21-25	5
1749 26-30	6
1750 31-35	7
1751 36-40	8
1752 41-45	9
1753 46-50	10
1754 51-55	11
1755 56-60	12

1756
 1757
 1758 The above chart shall continue proportionately

1759
 1760 Employees performing administrative assignments and/or positions, employees
 1761 placed on administrative leave with or without pay, employees on light duty for a
 1762 worker's compensation covered injury or absent due to worker's compensation leave
 1763 shall not be counted against shift personnel allowed off.

1764
 1765 However, the Department may limit the number of personnel permitted to be off work
 1766 below the above-levels in order to ensure compliance with Departmental minimum
 1767 staffing levels. Minimum staffing levels will be established and implemented by the
 1768 Fire Chief in his/her sole and exclusive discretion and may be changed from time-to-
 1769 time. The Fire Chief will provide all members an opportunity to utilize all earned
 1770 annual vacation time in accordance with departmental procedures.

1771
 1772 4. Total number of personnel permitted off will include sick leave after one shift,
 1773 paid/unpaid leave of absence (including suspension), Kelly Days, "time pool"
 1774 leave, and union time pool usage.
 1775

- 1776 D. 1. Forty-eight (48) hour employees may elect to convert twenty-four (24) hours of
1777 sick or vacation leave per month to pay. Forty (40) hour employees may elect
1778 to convert eight (8) hours of sick or vacation leave per month to pay. This
1779 election must be made on a quarterly basis. The conversion will be paid
1780 monthly on the first pay period following the end of each month in the quarter.
1781 The maximum pay-out for converted leave shall not exceed 288 hours annually
1782 for forty-eight (48) hour employees and 96 hours annually for forty (40) hour
1783 employees.
- 1784
- 1785 2. Leave accrual information will be provided to each employee for his/her
1786 individual accumulations on his/her paycheck stub.
- 1787
- 1788 3. Upon a forty-eight (48) hour employee's separation from the Town, up to 264
1789 hours (160 hours for a forty [40] hour employee) of accumulated vacation leave
1790 will be paid out at 100%. Additionally, up to 744 hours (520 hours for a forty
1791 [40] hour employee) of accumulated sick leave will be paid to the employee at
1792 100% of their base hourly rate of pay upon separation. All earned vacation and
1793 sick leave of employees who die, while in the employ of the town, shall be paid
1794 to estate of said individual at 100%.
- 1795

1796 E. Time Pool

1797

1798 The Town agrees that the unit employees may establish a "time pool" to be
1799 administered by and for the members of the bargaining unit and this "time pool" shall
1800 be administered within the following guidelines:

1801

- 1802 1. Membership in the Time Pool is voluntary on an individual basis and is
1803 available to all bargaining unit members.
- 1804
- 1805 2. (a) Three (3) members of the bargaining unit will comprise the
1806 Time Pool committee.
- 1807
- 1808 (1) Two (2) members will be elected at large by the members of
1809 the bank.
- 1810
- 1811 (2) One (1) member will be appointed by the Executive Board of
1812 the Union.
- 1813
- 1814 (b) All members of the Committee must be members of the Time
1815 Pool.
- 1816
- 1817 (c) The elected representatives will be elected by the membership
1818 once a year. The appointed member will be selected by the
1819 Union Executive Board on the same yearly basis.
- 1820

- 1821 (d) In the event an elected member withdraws from the Committee,
1822 the post will be filled by the action of the remaining Committee
1823 members for the duration of the term of office. Should any
1824 representative appointed by the Union Executive Board withdraw
1825 from the Committee, the vacancy will be filled by another
1826 representative appointed by the Union Executive Board.
1827
1828 (e) The representative appointed by the Union Executive Board shall
1829 be designated as chairperson.
1830
1831 3. Requirements for eligibility in the Time Pool are:
1832
1833 (a) Bargaining unit employee.
1834
1835 (b) The employee must have worked a minimum of 240 hours (40-
1836 hour employee, 200 hours) prior to membership in the bank.
1837
1838 (1) Each participating member shall allocate twenty-four
1839 (24) hours (40-hour employee, 20 hours) to be deducted
1840 from their personal vacation and/or sick leave account.
1841
1842 (2) When the reserve in the Time Pool has been reduced to
1843 120 hours, each member wishing to remain in the pool
1844 must allocate an additional twenty-four (24) hours (40-
1845 hour employees, 20 hours) of leave hours in writing
1846 through the committee.
1847
1848 (3) An employee who has been eligible for the Time Pool
1849 but had previously not participated or dropped out of the
1850 Time Pool, must contribute not only the current
1851 assessments but also all previous assessments. These
1852 back assessments will be based upon the employee's date
1853 of hire or the date upon which s/he dropped his/her
1854 membership from the pool.
1855
1856 4. The Budget and Finance Department and the Committee shall maintain
1857 records of contributions and withdrawals from the Time Pool. All
1858 authorizations to contribute and withdraw time must be in writing and
1859 signed by the individual member and forwarded to the Fire Chief or
1860 designee for approval and processing. Allocated time will be recorded by
1861 the Town as dollar value in and dollar value out. Value of the time pool
1862 will be initially established as of May 1, 2003. The value of each
1863 contribution thereafter shall be determined by the employee's current rate
1864 of pay at the time of each assessment. There will be no cost to the Town
1865 for leave bank utilization. However, the Town will not charge the bank

- 1866 time and a half to cover overtime. Under normal circumstances bank
1867 utilization will include reasonable notice.
1868
- 1869 5. When an assessment is authorized, the assessment shall be deducted from
1870 the individual's accrued leave.
1871
- 1872 6. Conditions for Pool Time use:
1873
- 1874 (a) To be eligible to receive time from the Time Pool, an employee must
1875 be a member of the Time Pool prior to acquiring any illness, injury,
1876 or disability which might be eligible for Time pool withdrawal.
1877
- 1878 (b) A member must utilize their own sick leave balance and a combined
1879 total of at least 240 hours (vacation & sick) (40-hour employee, 200
1880 hours) of his/her leave before being eligible to receive time from the
1881 Time Pool.
1882
- 1883 (c) Should a member acquire an illness, injury, or disability while on
1884 leave, the remainder of the leave plus 240 hours (40-hour employee,
1885 200 hours) must be used before applying to the Time Pool.
1886
- 1887 (d) Application for a Time Pool withdrawal must be submitted in
1888 memorandum form to the committee and shall provide the following
1889 information:
1890
- 1891 (1) Name of applicant to receive time.
1892
- 1893 (2) Date illness, injury, or disability began and nature
1894 thereof.
1895
- 1896 (3) A physician's statement describing illness, injury, or
1897 disability and estimated length of time until return to
1898 duty. The committee shall have the right to request the
1899 applicant to select another physician from a list of five
1900 (5) physicians chosen by the Committee and have that
1901 physician review the initial statement and examine the
1902 applicant. The applicant will then provide the
1903 Committee with a statement from the chosen physician
1904 describing the illness, injury, or disability and estimated
1905 length of time until return to duty. The additional exam
1906 will be at the applicant's expense.
1907
- 1908 (e) A member will be granted up to a maximum of 240 hours (40-hour
1909 employee, 200 hours) initially and may be granted additional
1910 increments of up to 240 hours (40-hour employee, 200 hours) as

- 1911 necessary for the same illness, injury or disability with the approval
1912 of the Fire Chief or designee.
1913
- 1914 (f) Leave time may be granted for illnesses, injuries, or disabilities
1915 directly suffered by members of the Time Pool and shall not be
1916 granted for members to care for relatives or dependents.
1917
- 1918 (g) The use of Committee authorized Time Pool by an individual shall
1919 require compliance with department rules relating to use of leave
1920 (i.e., notice, approval to be absent, etc.) prior to the individual being
1921 absent from scheduled duty.
1922
- 1923 (h) An employee who has been requested to return to light duty and who
1924 has been determined to be able to perform light duty, but has refused
1925 to return to work, will not be eligible for leave time pool.
1926
- 1927 (i) A member will be granted a maximum of 576 hours (40-hour
1928 employees, 480 hours) per illness, injury or disability.
1929
- 1930 7. Two (2) members of the Committee shall constitute a quorum for rulings.
1931 Should the vote be tied (i.e., one to one), the third member will be
1932 contacted for his/her vote. Once the tie is broken, the ruling is made in
1933 accordance with the majority vote. In the event no agreement can be
1934 reached by the Committee, the matter shall be presented to the membership
1935 for a secret ballot vote, in which case a simple majority of those members
1936 voting shall determine the issue which decision shall be final.
1937
- 1938 8. Meetings are to be held at the call of the chairperson at a location to be
1939 specified by the chairperson.
1940
- 1941 9. A committee shall be nominated by the bank members to conduct elections
1942 for the leave bank representatives and to certify the results of said election.
1943
- 1944 10. Dissolution of Time Pool:
1945 In the event the Time Pool is dissolved, by mutual consent of the Town and
1946 Union, the unused credit remaining in the fund shall be dispersed at the
1947 discretion and direction of the Time Pool Committee and no claim may be
1948 processed against the Town by current or former employees. The Union
1949 will hold the Town harmless against any claims made against the Town on
1950 account of Time Pool functions. Denial by the Committee for Time Pool
1951 usage for leave pursuant to this Article shall not be grievable.
1952
- 1953
- 1954 F. Paid Time Off (PTO) - (Applies to all employees hired on or after 3/4/09)
1955
- 1956 1. Eligibility for PTO

1957
 1958
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 1974

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

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

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

Paid Time Off (PTO) is an employee benefit which combines traditional vacation and sick leave programs into one plan with two components. This type of program provides both employees and the Town a flexible method of scheduling time off with pay. Because of this, PTO time may be used at the employee's discretion, provided that approvals are obtained for this leave as stated in this policy. Since

- 1990 PTO hours will replace traditional sick and vacation time, access is unrestricted
1991 provided the employee has been employed for 180 consecutive days and has
1992 supervisor approval. Employees may be granted up to two (2) days of PTO use after
1993 90 days of employment for their own personal illness with the approval of their
1994 Department Director. Any additional PTO usage prior to completion of the initial
1995 probationary period of employment will require approval by the Department
1996 Director and Director of Human Resources. PTO may be used for items including,
1997 but not limited to:
- 1998
 - 1999 a. Vacation
 - 2000
 - 2001 b. Sick Leave
 - 2002
 - 2003 c. Absence for transaction of personal business which can not be conducted
 - 2004 during off-duty hours.
 - 2005
 - 2006 d. Religious holidays other than those designated by the Town of Davie.
 - 2007
 - 2008 e. Supplement income for time loss due to work related personal illness, injury,
 - 2009 or disability where statutory workers' compensation payments are being
 - 2010 received. In no instance shall this combination exceed one hundred percent
 - 2011 (100%) of the employee's regular base rate.
 - 2012
 - 2013 f. Maternity or paternity leave purposes.
 - 2014
 - 2015 g. Supplement income for time loss due to disability not work related, where
 - 2016 employee is receiving disability insurance benefits/payments. In no instance
 - 2017 shall this combination exceed one hundred percent (100%) of the employee's
 - 2018 regular rate of pay.
 - 2019
 - 2020 h. Absences from work not covered by other types of leave provisions
 - 2021 established by the Town of Davies' policies.
 - 2022
- 2023 3. Request for Paid Time Off
- 2024
 - 2025 a. Requests for PTO leave should be submitted electronically by employees to
 - 2026 the department manager, via the employee's Battalion Chief or designee for
 - 2027 approval, at least forty-eight (48) hours prior to requested leave.
 - 2028
 - 2029 b. Departments may establish a departmental policy for operational needs
 - 2030 which may be more restrictive or provide exceptions to the forty-eight (48)
 - 2031 hours requirement.
 - 2032
 - 2033 c. Paid Time Off requests will be granted at the sole discretion of the
 - 2034 Department Director or designee; however, every effort will be made to
 - 2035 accommodate employees. Employees are responsible for maintaining a

- 2036 sufficient balance of PTO to cover vacations, illness, etc. If an adequate
2037 balance of PTO is not available to cover the employee's requested time off,
2038 the employee's request for time off may be denied.
2039
- 2040 d. When PTO leave is being used for an employee's own personal illness, or
2041 the illness of a family member, employees shall notify their immediate
2042 supervisor or department manager as soon as the employee knows that they
2043 will be unable to work. In all cases, however, notice must be given no later
2044 than one (1) hour prior to the beginning of the employee's work shift in
2045 accordance with the current department policy. Employees failing to notify
2046 and report to the department within three (3) consecutive work days will be
2047 considered as having resigned (quit without notice) and employment will be
2048 terminated. Any absence not properly reported by employee, less than
2049 three (3) consecutive work days can be grounds for disciplinary action, in
2050 accordance with policy.
2051
- 2052 e. A doctor's statement as proof of illness may be required by a department
2053 manager if leave extends beyond three (3) consecutive work days or at any
2054 other time that a department manager has reason to believe that the
2055 employee is abusing Paid Time Off. A false claim of illness, injury, or
2056 disability will be cause for dismissal.
2057
- 2058 f. Paid Time Off may be used only as accrued and will not be allowed in
2059 advance of leave being earned or accrued.
2060
- 2061 g. Paid Time Off will be charged at a minimum of one-half (1/2) hour.
2062
- 2063 h. Forty-eight (48) hour employees may convert forty-eight (48) hours of PTO
2064 to Emergency Personal Leave within any twelve-month period to be used
2065 for emergencies not covered by the illness provisions of PTO. Forty (40)
2066 hour employees may convert sixteen (16) hours of PTO to Emergency
2067 Personal Leave within any twelve-month period to be used for emergencies
2068 not covered by the illness provisions of PTO. Forty-eight (48) hour
2069 employees must use Emergency Personal Leave in twelve (12) hour
2070 increments and forty (40) hour employees must use Emergency Personal
2071 Leave in a minimum of two (2) hour increments. Employees using
2072 Emergency Personal Leave during a work shift must notify the on-duty
2073 Battalion Chief within one hour of the time the employee expects to return
2074 to work. Emergency Personal Leave may not be used on a holiday, on the
2075 three (3) calendar days prior to a holiday, or on the three (3) calendar days
2076 after a holiday. Emergency Personal Leave may not be used if the
2077 maximum allotted hours had been utilized by the employee in the previous
2078 twelve-month period.
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4. Abuse of Paid Time Off Leave

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

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

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

2128

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

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

6. Payment of Unused Paid Time Off

- a. Employees who voluntarily resign or are separated from employment in good standing will receive payment for 80% of their accrued and unused Paid Time Off at the time of separation. Employees who are eligible for and retire from the Town of Davie will receive 100% of their accrued and unused Paid Time Off at the time of their retirement. (For employees in the DROP program, please see additional provisions listed in the DROP policy). Employees dismissed for misconduct will not receive the accrued time, unless specifically recommended by the department manager and approved by the Director of Human Resources.

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b. Employees placed on layoff status will receive 100% pay for accrued Paid Time Off up to time of the layoff.

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

7. Right to Contribute Paid Time Off Hours

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

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

8. Wellness Day for PTO Employees

a. At the end of each fiscal year, twenty-four (24) hours of wellness leave will be provided to a forty-eight (48) hour member and eight (8) hours of wellness leave will be provided to a forty (40) hour member who has not used any unscheduled PTO for personal or family illness or emergency leave during that recently ended fiscal year. Wellness leave must be used within twelve (12) months of the date it was earned.

2187 **ARTICLE 37**

2188
2189 **FMLA/ LEAVES OF ABSENCE**

2190
2191 **(FMLA) - FAMILY & MEDICAL LEAVE ACT/PERSONAL LEAVE OF ABSENCE**

2192
2193 An employee who has worked with the Town at least twelve (12) months and who has
2194 worked at least 1250 hours in the last twelve (12) months prior to the beginning date of
2195 leave may be entitled to twelve (12) work weeks of paid/unpaid leave in any rolling
2196 twelve (12) month period under the provisions of the FMLA of 1993.

2197
2198 **Personal Leave**

2199
2200 Employees having satisfactorily completed their initial probationary period may be
2201 granted up to six (6) months of personal leave without pay with approval of their
2202 Department Director and the Town Administrator or designee.

2203
2204 Personal leave is intended to be used for health, education, pregnancy or extenuating
2205 and/or extraordinary personal reasons.

2206
2207 **FMLA**

- 2208
2209 1. An employee who takes an extended leave for any FMLA qualifying
2210 reason may be deemed by the Town of Davie to be on FMLA for the
2211 purpose of calculating time using the rolling twelve (12) months. Failure
2212 to complete FMLA paperwork or to receive official notification of leave
2213 approval will not automatically disqualify an employee's leave from being
2214 considered FMLA. FMLA will also run concurrent to workers'
2215 compensation leave when an employee is out for a work-related illness or
2216 injury.
- 2217
2218 2. Request for FMLA
- 2219
2220 a. Request for FMLA, paid or unpaid, shall be submitted in writing
2221 on the "Leave Request Form" to the employee's Department
2222 Director and must be approved by the Human Resources Director.
- 2223
2224 b. Documentation qualifying the FMLA leave must be submitted
2225 to the Human Resources Department so that approval may be
2226 granted. In the case of an employee's own personal illness or
2227 injury, the FMLA physician's certification form must be filled out
2228 by the employee's treating physician.
- 2229
2230 3. Employees must use up all of their sick leave, vacation leave, and any
2231 other applicable Town leave during the course of the FMLA. When the
2232 duration of the leave is known, with approval of the Human Resources

2233 Director, vacation, sick time, and other leave may be stretched out over
2234 the course of the entire leave in order to cover insurance benefit premiums
2235 during the twelve (12) weeks of FMLA. Use of the paid leave (i.e. sick,
2236 vacation, etc.) will apply toward the twelve (12) week entitlement and is
2237 not in addition to this entitlement.
2238

2239 4. Leave may be requested on an intermittent basis or on a reduced work
2240 week schedule if medically necessary. The employee must provide
2241 medical certification within fifteen (15) days of the date requested. The
2242 employee must attempt to schedule their intermittent or reduced leave so
2243 as not to disrupt the organization's operations. The employee may be
2244 required to transfer temporarily to a position with equal pay and benefits
2245 that better accommodates recurring periods of leave or a reduced work
2246 schedule.
2247

2248 5. Upon returning from FMLA the employee is entitled to return to the same
2249 position held when the leave began or to a similar position with equivalent
2250 benefits and pay, unless the position would have been eliminated had the
2251 employee not been on leave. In such circumstances, the employee may
2252 apply for any other vacant position for which they are qualified. Should
2253 the leave continue beyond the twelve (12) workweek period, reinstatement
2254 rights are at the discretion of the Town of Davie.
2255

2256 6. An employee granted FMLA will continue to be covered under the
2257 Town's insurance plans under the same conditions and coverage as would
2258 have been provided if the employee had been actively employed during
2259 the leave period. An employee is not entitled to leave accruals during the
2260 period of unpaid leave. The employee will have the option of continuing
2261 health care coverage by paying for all or part of health insurance
2262 premiums for any period beyond the initial twelve (12) weeks, if granted.
2263

2264 7. An employee who fails to return to work on the date specified on the leave
2265 request form without receiving an extension in advance is subject to
2266 disciplinary action up to and including termination.
2267

2268 Personal Leave

2269
2270 1. Eligibility for Personal Leave

2271
2272 a. Regular employees, having satisfactorily completed the initial
2273 probationary period, may be granted personal leave without pay.

2274
2275 b. Personal leave may be granted for a period not exceeding six (6) months,
2276 provided that the department manager deems such leave to be justified and
2277 not detrimental to the operations of the department.
2278

- 2279 c. Personal leave, if approved, will run concurrent to any approved FMLA
2280 and the total leave shall not exceed six (6) months. In exceptional cases,
2281 leave may be extended, upon approval by the department director and the
2282 Director of Human Resources.
2283
- 2284 d. Personal leave is intended to be used for health, education, pregnancy or
2285 extenuating and/or extraordinary personal reasons.
2286
- 2287 2. Request for Personal Leave
2288
- 2289 a. Request for personal leave, without pay, shall be submitted in writing on
2290 the "Leave Request Form" to the employee's Department Director and
2291 approved by the Director of Human Resources.
2292
- 2293 b. Prior to requesting personal leave for medical reasons, the employee must
2294 utilize any/all accrued sick leave, vacation leave or any other applicable
2295 leave.
2296
- 2297 3. Benefits while on Personal Leave
2298
- 2299 a. Group life, health, and dental insurance coverage, for both the employee
2300 and dependents, may be continued while on approved personal leave,
2301 provided that premiums for coverage (both employee and dependents) are
2302 paid and kept current by the employee. Employees may have the right to
2303 continue these insurance benefits under the Consolidated Omnibus Budget
2304 Reconciliation Act (COBRA) of 1986. Retention of insurance benefits
2305 must be made by the employee, through the Human Resources
2306 Department.
2307
- 2308 b. Employees will not receive holiday pay or earn any accrued leave or
2309 pension benefits while on personal leave without pay. In addition, the
2310 employee's anniversary date shall be adjusted to account for the duration
2311 of the leave.
2312
- 2313 4. Return to Regular Employment
2314
- 2315 a. An employee's position will be held only as set forth in the provisions of
2316 the FMLA for the first twelve (12) weeks of leave, if the employee
2317 qualifies for such leave. Employee's not granted FMLA, or whose FMLA
2318 time has expired, will no longer be guaranteed their position, but may
2319 return at the sole discretion of the Department Director if a job is still
2320 available.
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- 2322 b. Employee's granted personal leave shall contact their supervisor or
2323 department manager two (2) weeks prior to expiration of granted personal
2324 leave in order to facilitate the reinstatement process.

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

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ARTICLE 38

LONGEVITY

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

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

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ARTICLE 39

STRIKES, LOCKOUTS

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

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ARTICLE 40

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 quarterly 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 41

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 42

MILITARY LEAVE

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

ARTICLE 43

KELLY DAY AND ADVANCED VACATION/PTO BIDDING

1. Bidding for Kelly Days and Advanced Vacation/PTO occur in succession with Kelly Days bid first and will conclude on or before August 20th of each applicable year.
2. The bidding for and awarding of Kelly Days and Advanced Vacation/PTO bids shall be done by departmental seniority, as defined in Article 18 (Seniority) of this Agreement.
3. Bids will be made using a queue as the preferred method. Each bidding process shall occur over a period of three (3) weeks unless completed sooner. Preference bids will be used if bidders delay the process past such time period.

4. Kelly Days

- A. Kelly Days shall be bid in every even numbered year, and any change to a Kelly Day based on such bid shall take effect in the first full FLSA cycle that starts on or after October 1st of that bid year.
- B. The maximum amount of bargaining unit employees per rank, per shift allowed to bid a Kelly Day shall be governed by the following:

Number in rank per shift	Number allowed to bid per Kelly day
1 - 7	1
8 - 14	2
15 - 21	3
22 - 28	4
29 - 35	5
36 - 42	6

The above chart shall continue proportionately

5. Advanced Annual Vacation/PTO Bidding.

- A. Annual vacation leave will run from October 1st of each year to September 30th of the following year. Selection of Annual Vacation/PTO leave shall be in accordance with Article 36 (III. Vacation Leave). Limitations on first selection, by seniority, will be the following maximums:

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

- a. New probationary employee will not be permitted to bid annual Vacation/PTO leave which will fall within their probationary period.

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- b. Employees on an authorized absence during the annual Vacation/PTO leave bid period may:
 - a. Bid their annual Vacation/PTO leave selections prior to the beginning of their authorized absence.
 - b. Send their annual Vacation/PTO leave bid selections by email during the annual Vacation/PTO leave bid period.
- c. The calendar for regular vacation leave will open on September 1st of each year.

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ARTICLE 44

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 45

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 46

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. During the term of the 2020-2023 Agreement, advancement through the step plan shall be as follows:
 - a. During Fiscal Year 2021 (i.e., October 1, 2020 through September 30, 2021) eligible employees (who obtain a satisfactory or better rating and are not at the top of the step plan) shall advance one (1) step in the plan on the employee's evaluation date, as provided below in paragraph 4.
 - b. During Fiscal Year 2022 (i.e., October 1, 2021 through September 30, 2022), eligible employees (who obtain a satisfactory or better rating and are not at the top of the step plan) shall advance one (1) step in the plan on the employee's evaluation date, as provided below in paragraph 4.
 - c. During Fiscal Year 2023 (i.e., October 1, 2022 through September 30, 2023), eligible employees (who receive a satisfactory or better evaluation and are not at the top of the pay plan) shall advance one (1) step in the plan on the employee's evaluation date, as provided below in paragraph 4.

4. Advancement from step to step will be conditioned upon a satisfactory or better performance evaluation. 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. Employees hired on or after the later of October 1, 2020 or the ratification date of the 2020-2023 Agreement shall be subject to the 16-month probationary period provided in Article 27 and shall not become eligible for the first merit pay step

- 2510 increase until the employee has successfully completed the initial probationary period
2511 but such employees shall retain their date of hire as their evaluation date for their
2512 subsequent merit pay step increases.
2513
- 2514 5. Advancement from Firefighter to Driver Engineer or Fire Inspector shall be to the next
2515 higher step in the new pay grade. Advancement from Firefighter to Lieutenant shall be
2516 to the next higher step in the new pay grade or, a minimum of 5% salary increase.
2517 Employees shall receive a 2.5% per rank minimum increase. Advancement from
2518 Driver Engineer to Fire Inspector or Lieutenant shall be the next higher step in the new
2519 pay grade.
2520
- 2521 6. Shift employees reassigned to a forty (40) hour work week shall receive a minimum of
2522 a 10% salary increase based upon the employees' qualifications, experience, what rank
2523 the employee is assigned from, and responsibilities placed upon the employee.
2524
- 2525 7. Shift employees temporarily assigned, at the Fire Chief's discretion, to a special
2526 project/assignment while working on an alternative 48-hour work schedule (See
2527 Article 31, Section 1.B.) shall be paid a special project/assignment pay increase of five
2528 (5%) percent that is payable only for the time the shift employee is actually assigned
2529 and working on the special project on the alternative 48-hour shift schedule. The
2530 Department will post the special project/ assignment and will consider those
2531 employees who submit an interest in the special project/assignment but the parties
2532 agree that the Fire Chief shall maintain her/his discretionary management right to
2533 assign the employee she/he determines to be the best person for that temporary
2534 project/assignment.
2535
- 2536 8. If provided for in the Town of Davie Job Announcement, employees who had been
2537 immediately previously employed as a certified firefighter/paramedic or fire inspector
2538 in the State of Florida, may receive one (1) additional pay step for each three (3) years
2539 of credited service (employment) with their previous department. A maximum of 15
2540 years, 5 steps (FI/6) will be credited.
2541
- 2542 9. Any employee who is selected for promotion within sixty (60) days of the employee's
2543 evaluation date, when a step increase otherwise would have been due to that employee,
2544 then the promoted employee will be advanced the step in the pay grade for the lower
2545 position before the applicable promotional pay increase is applied.
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ARTICLE 47

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 48

PRIVATE DUTY DETAIL

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

Employee(s) assigned to private duty details shall be compensated at the rate of forty-five dollars (\$45.00) per hour with a minimum of three (3) hours.

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

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ARTICLE 49

DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY

1. The Town and the Union recognize that employee substance and alcohol abuse is a serious problem and has an adverse impact on Town government, the image of Town employees, the general health, welfare, and safety of Town employees, and the general public at large. Accordingly, the Town and the Union agree to the following drug-free and alcohol-free workplace policy that meets the Federal Drug Free work-place 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

2620 from the responsibility of using moderation and judgment in the use of alcohol at all
2621 times.
2622

2623 6. Being under the influence of alcohol and/or drugs while on duty, including lunch
2624 and break periods, is prohibited. "Under the influence" shall mean use or abuse of
2625 those amounts of drugs, alcohol, or controlled substances which test at levels which
2626 meet or exceed those set forth in Section 12 of this Article or for those substances
2627 when no level is established in Section 12, which meet or exceed applicable federal
2628 or state limits.
2629

2630 7. The Town shall require an employee to submit to drug and/or alcohol testing
2631 whenever it has reasonable suspicion that an employee is in violation of this policy.
2632 Random testing may be conducted as provided in this Article and in Article 50 of
2633 this collective bargaining agreement or in order to comply with a federal or state law
2634 or regulation.
2635

2636 8. For the purposes of reasonable suspicion drug/alcohol testing, "reasonable suspicion"
2637 includes, but is not limited to, the following:
2638

2639 A. Observable phenomena while at work, such as direct observation of drug use of
2640 the physical symptoms or manifestations of being under the influence of a drug,
2641 controlled substance or alcohol;
2642

2643 B. Abnormal conduct or erratic behavior while at work or a general deterioration in
2644 work performance;
2645

2646 C. A report of an employee using drugs, controlled substances or alcohol, provided
2647 by a reliable and credible source;
2648

2649 D. Evidence that an individual has tampered with a test administered under this
2650 Article during his/her employment with the Town;
2651

2652 E. Evidence that an employee has, during his/her employment, violated the
2653 provisions of section 2, above.
2654

2655 F. If there is a discrepancy with the medication/narcotic inventory (i.e. lost, missing
2656 or a vial/carpupjet is tampered with) that occurs on an employee's shift.
2657

2658 It is agreed that at least two (2) supervisors must agree that there is reasonable
2659 suspicion to require an employee to submit to testing under this Article. The employee
2660 will be ordered to submit to the drug and/or alcohol test by the Fire Chief or designee.
2661 The supervisors who confirm that there is reasonable suspicion to require an employee
2662 to submit to testing will reduce to writing the basis for their determination(s) by the
2663 end of their shift.
2664

- 2665 9. Any employee who tests positive for alcohol and/or controlled substances, or who
2666 refuses to submit to testing, refuses to sign a consent form, fails to appear for testing,
2667 fails to cooperate and/or successfully complete rehabilitation programs and any
2668 required after-care programs, or tampers with the test specimen may be subject to
2669 disciplinary action, up to and including termination.
2670
- 2671 10. Testing for drugs or illegal substances shall be done through a blood and/or urine
2672 analysis, intoxicalysis, hair analysis, or other state or federally approved testing
2673 method. Testing for alcohol will be done through a blood analysis or through an
2674 intoxicalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other
2675 substances where it is generally accepted by medical and/or toxicological experts
2676 that testing for such substance is insufficiently accurate through urine samples or
2677 where testing of the substances through blood samples provides substantially greater
2678 accuracy. Urine samples shall be collected under supervision of the medical
2679 laboratory personnel in the following manner:
2680
- 2681 A. Urine sample collection will be unwitnessed unless there is reason to believe
2682 that a particular individual may alter or substitute the specimen to be provided.
2683
 - 2684 B. Employees may inspect the container to be utilized for collection of the urine
2685 sample and may request a substitute container.
2686
 - 2687 C. Employees may observe the labeling, sealing, and packaging for routing of
2688 their urine samples by laboratory personnel.
2689
 - 2690 D. The laboratory shall maintain a record of the “chain of custody” or urine
2691 specimens.
2692
- 2693 In the event a urine specimen is tested as positive under the drug testing screen, as
2694 specified below, a portion of that sample shall be subjected to gas
2695 chromatography/mass spectrophotometry [GC/MS] testing. If the GC/MS
2696 confirmation test also is positive, the employee may request a portion of the urine
2697 sample to be supplied to a qualified laboratory for independent analysis, the cost of
2698 which will be paid by the employee.
2699
- 2700 11. Drugs, their metabolites, alcohol and other substances for which the Town will
2701 screen an employee’s urine and/or blood sample include, but are not limited to the
2702 following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine
2703 metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydro-
2704 cannabiniol-9- carboxylic acid), methaqualone, methadone, opiates, and
2705 phencyclidine, and propoxyphene. All testing shall be done by a state or federally
2706 approved laboratory with expertise in toxicology testing and methodology. All
2707 positive test results shall be evaluated by a certified toxicologist. All samples which
2708 test positive on a screening test shall be confirmed by gas chromatography/mass
2709 spectrophotometry [GC/MS]. Employees shall be required to document their legal
2710 drug and/or substance use, as required by the laboratory. Test results shall be treated

2711 with the same confidentiality as other medical records (except that they may be
2712 released to the Town, the Union [if applicable], in any proceedings held regarding
2713 any disciplinary action on account of a positive drug test result, and to any
2714 governmental agency).

2715
2716 The levels used for employee drug tests, as presently set forth below, will be changed
2717 from time to time to remain consistent with those levels set forth under the applicable
2718 rules promulgated by the Florida Drug-Free Workplace Act (i.e., Rule 59A-24, Fla.
2719 Admin. Code), as amended from time to time. Those drug test standard levels presently
2720 are as follows:

2721	2722 Drug/Metabolite Test	2722 Screening Test	2722 Confirmation
2723			
2724	Amphetamines	1000 ng/ml	500 ng/ml
2725	Barbiturates	300 ng/ml	150 ng/ml
2726	Benzodiazepines	300 ng/ml	150 ng/ml
2727	Cocaine	300 ng/ml	150 ng/ml
2728	Marijuana/Cannabinoids	50 ng/ml	15 ng/ml
2729	Methadone	300 ng/ml	150 ng/ml
2730	Methaqualone	300 ng/ml	150 ng/ml
2731	Opiates	2000 ng/ml	150 ng/ml
2732	Phencyclidine	25 ng/ml	25 ng/ml
2733	Propoxyphene	300 ng/ml	150 ng/ml

2734
2735 An employee will be considered to test positive for alcohol at the level equal to or
2736 exceeding 0.04g/dL.

2737
2738 Other drugs and substances listed in Schedule I through V of Section 202 of the
2739 Controlled Substance Act, 21 U.S.C. 812 may be tested for the Town. In any event,
2740 they will be tested according to the levels contained in state statutes or regulations,
2741 and, if none exist, at levels according to generally accepted toxicology standards.

2742
2743 12. Each employee shall have the right to challenge the Town's adherence to the
2744 contractual requirements of drug testing set forth herein in the same manner that the
2745 employee may grieve any managerial decision.

2746
2747 13. The Town, in its discretion, may discipline an employee for drug and/or alcohol
2748 use/abuse and/or the Town may offer rehabilitation to the employee. It is
2749 recognized that the Town must make its determination as to whether to discipline
2750 and/or attempt to rehabilitate an individual who tests positive for being under the
2751 influence of alcohol, drugs or illegal substances on a case-by-case basis. If the
2752 Union believes the Town has acted arbitrarily and capriciously in its determination
2753 of whether to recommend rehabilitation of an employee, the Union may grieve the
2754 Town's decision. In the event the Town offers to rehabilitate an employee, the
2755 Town may place the employee on administrative leave without pay. If the employee
2756 so elects, the employee will be permitted to utilize accrued leave during his or her

- 2757 period of rehabilitation. An employee who fails to complete the entire rehabilitation
2758 program, including follow-up care, may be terminated. Also, in the event the Town
2759 elects to rehabilitate an employee, the Town is only obligated to offer rehabilitation
2760 to an employee one time and future “relapses” may be dealt with by immediate
2761 termination.
2762
- 2763 14. If the Town offers an employee the opportunity to enter into a drug or alcohol
2764 rehabilitation program, the Town may require the employee to execute any and all
2765 appropriate consent/release forms so that the Town can certify that the employee is
2766 enrolled in the program, is completing it, has completed it successfully, and/or is
2767 attending any after-care program. The Town may require an employee to submit to
2768 random testing for up to five (5) years after the employee returns to work. All
2769 counseling or treatment provided for in this policy is to be at the employee’s
2770 expense, however nothing shall preclude the employee from submitting his or her
2771 expenses for reimbursement in accordance with any appropriate medical plan
2772 sponsored by the Town.
2773
- 2774 15. It is the responsibility of each employee who observes or has knowledge of another
2775 employee in a condition which the employee is or appears to be impaired in the
2776 performance of his or her job duties or who presents a hazard to the safety and
2777 welfare of others or is otherwise in violation of this policy, to promptly report the
2778 fact to his or her immediate supervisor. Any employee who, in good faith based on
2779 reasonable suspicion, reports an alleged violation of this policy, or any supervisory
2780 or managerial employee who investigates or takes action in good faith based on
2781 reasonable suspicion, shall not be harassed, retaliated against, or discriminated
2782 against in any way for making reports or participating in any investigation or action
2783 based thereon.
2784
- 2785 16. Any employee who is convicted of a criminal drug statute violation, or of any law
2786 involving driving a motor vehicle while intoxicated on or off the job may be subject
2787 to immediate disciplinary action, up to and including termination. As used herein,
2788 the term “convicted” means a plea of guilty, a plea of “nolo contendere,” or a
2789 finding of guilty (regardless of whether adjudication is withheld) by any judicial
2790 body charged with the responsibility to determine violations of federal, Florida or
2791 any other state criminal drug statute or law concerning driving while intoxicated.
2792
- 2793 17. Any employee who is arrested, charged and/or convicted of a criminal drug statute
2794 violation, or of any law concerning driving while intoxicated on or off the job must
2795 so notify the Town’s Fire Chief, in writing, no later than two (2) calendar days
2796 following such arrest, charge or conviction. It is the responsibility of the Town to
2797 notify any federal agency with which the Town has a contract or grant as a condition
2798 of employment involving any employee convicted of any criminal drug statute for a
2799 violation occurring in the workplace within ten (10) days after receiving notice by
2800 the employee or by any other party.
2801

- 2802 18. Pursuant to an on-going drug and alcohol awareness program, the Town will
2803 periodically inform employees, formally and/or informally, of the dangers of drug
2804 and alcohol abuse in the workplace, the Town's policy of maintaining a drug-free
2805 and alcohol-free workplace, available drug and alcohol counseling, rehabilitation
2806 and assistance programs, and that violation of the Town's policy may result in
2807 disciplinary action, up to and including termination.
2808
- 2809 19. This policy will be posted in all fire stations and issued to all employees for
2810 placement in their employee manual.
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- 2812 20. An employee who refuses drug or alcohol testing may be subject to disciplinary
2813 action up to and including termination.
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ARTICLE 50

RANDOM DRUG, ALCOHOL, AND TOBACCO TESTING

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- a. 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.
- b. Random drug and alcohol testing will be conducted pursuant to the Florida Drug-Free Workplace program.
- c. 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). The random drug testing program shall include random testing of up to thirty-six (36) employees (inclusive of both IAFF units) for drugs each quarter of the fiscal year, and up to six (6) of those thirty-six (36) employees each quarter of the fiscal year also may be tested for alcohol.
- d. 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.

2856 **ARTICLE 51**

2857 **LOCAL 2315 RETIREE BENEFIT FUND**

2858 **A. Retiree Benefit Fund**

- 2859
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- 2862 1. Local 2315 has established the Local 2315 Retiree Benefit Fund (“Retiree Benefit
- 2863 Fund”), in conformance with all applicable Federal (including but not limited to the
- 2864 Internal Revenue Code and applicable rules) and Florida Law, to provide full or
- 2865 partial payments for health insurance premiums and other benefits on behalf of
- 2866 former employees of the Town of Davie Fire Department who retire and separate on
- 2867 or after October 1, 1999.
- 2868
- 2869 2. Local 2315 agrees that the Town will have no liability or responsibility for
- 2870 implementation or administration of the Retiree Benefit Fund, including but not
- 2871 limited to any of the expenses or benefits of the fund. Local 2315 and the Retiree
- 2872 Benefit Fund shall indemnify, and hold the Town harmless against claim, demand,
- 2873 suit, or liability, and for attorneys’ fees and legal costs arising in relation to the
- 2874 implementation or administration of the Retiree Benefit Fund, except to the extent
- 2875 that the Town’s acts or omissions give rise to its own liability.
- 2876
- 2877 3. All employees covered by this Collective Bargaining Agreement shall be eligible to
- 2878 participate in the Retiree Benefit Fund. Any and all eligibility requirements and
- 2879 benefits provided through the Retiree Benefit Fund will be determined by the Board
- 2880 of Trustees of the Retiree Benefit Fund.
- 2881
- 2882 4. Bargaining unit employees promoted after January 1, 2004 to a Fire management job
- 2883 classification will continue in the Retiree Benefit Fund.
- 2884

2885 **B. Town Contributions.**

- 2886
- 2887 1. The Town will contribute to the Retiree Benefit Fund in an amount equal to two
- 2888 percent (2%) of each bargaining unit employee’s pay (i.e., base pay, educational
- 2889 incentives, longevity payments, and the holiday pay and accrued vacation or sick
- 2890 leave that has been converted to pay) which shall be calculated before any employee
- 2891 deductions for items including but not limited to pension contributions, social
- 2892 security, and Medicare payments per pay-period. The Town’s contributions to the
- 2893 Retiree Benefit Fund shall be made within ten (10) working days after each pay-
- 2894 period.
- 2895
- 2896 2. When making the contributions as provided for in this Article, the Town shall
- 2897 simultaneously provide a list of all bargaining unit members for whom payment has
- 2898 been made and the basis for the amount of payment made.
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C. Individual Employee Accounts within the Retiree Benefit Fund.

1. Local 2315 shall establish and administer Individual Accounts in the Retiree Benefit Fund for eligible members of the Retiree Benefit Fund, in conformance with all applicable Federal law (including but not limited to the Internal Revenue Code and applicable rules) and Florida law, to provide full or partial payments for health insurance premiums and other benefits on behalf of former employees of the Town of Davie Fire Department who retire and separate on or after the ratification date of the 2017-2020 Agreement.
2. Eligible members who separate employment after the creation of these Individual Accounts in the Retiree Benefit Fund shall include those employees who separate employment after participating in the DROP and those vested employees who retire, separate and immediately commence receiving retirement benefits under the Fire Pension Plan without participating in DROP. Participation is mandatory for all eligible members.
3. All eligible members shall be required to transfer, at the time they separate employment, the value of their accrued leave payouts, minus applicable taxes and deductions, into their Individual Accounts administered for those employees in the Retiree Benefit Fund.
4. The creation and use of these Individual Accounts in the Retiree Benefit Fund shall not increase in any way the Town's costs or liability, including any increased costs associated with any accrued leave payouts.
5. Local 2315 agrees that the Town will have no liability or responsibility for implementation or administration of the Retiree Benefit Fund, including but not limited to any of the expenses or benefits of the Fund related to these Individual Accounts administered by the Retiree Benefit Fund. Local 2315 and the Retiree Benefit Fund shall indemnify and hold the Town harmless against claim, demand, suit, or liability, and for attorneys' fees and legal costs arising in relation to the implementation or administration of the Retiree Benefit Fund, including these new Individual Accounts in the Fund, except to the extent that the Town's acts or omissions give rise to its own liability.

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ARTICLE 52

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.
3. Employees working an administrative assignment shall upon completion of assignment return to their last held classification unless assigned or promoted to another assignment or classification.
4. Employees on administrative assignment shall be eligible to work their current classification and all positions qualified and eligible for.
5. Members assigned to the Rescue Division will receive five percent (5%) Rescue Division Assignment Pay.

SPECIAL ASSIGNMENTS AND DUTY PAY

6. Firefighter/Paramedic Crew Leader assignment: * Five percent (5%)
** As defined by the Fire Chief and the EMS Medical Director*
7. Davie Fire Rescue Department employees in good standing who are assigned to the Dive Team (the composition and number of members in this special assignment shall be determined by the Fire Chief or designee) shall be paid: Two percent (2%) when first assigned and then an increase of one percent (1%) per continuous year of experience on the Dive Team up to a maximum of five percent (5%). An employee who is removed from the Dive Team due to a promotion but who remains in good standing with all required certifications and is later reassigned to the Dive Team within two (2) years, shall be eligible to resume the same level of assignment pay the employee had when he/she was removed due to his/her promotion, provided the employee does not exceed the maximum limit of assignment pay.
8. All Rescue Division and special assignments (including Dive Team) shall be at the sole discretion of the Fire Chief or designee. The total number of members assigned to any special assignments shall be at the sole discretion of the Fire Chief or designee.
9. The minimum length of time that any member selected by the Fire Chief must commit to any special assignment shall be twenty-four (24) months from date of assignment, unless the employee so assigned must end the assignment because of receiving a promotion or demotion, must end the assignment for medical reasons, or reaches a mutual agreement with the Fire Chief to end the assignment. All

2985 employees assigned to any special assignment must remain in good standing. In
2986 determining an employee in good standing, the Fire Chief shall take into account
2987 such factors as employment, attendance, and disciplinary history; job performance;
2988 supervisory input; education; and other job- related factors. The Fire Chief or
2989 designee has the sole discretion to remove from or replace any employee in any
2990 special assignment prior to the twenty-four (24) months. The cost of training for
2991 any special assignment shall be reimbursed by the employee if the minimum period
2992 of assignment is not completed. At any time, a six (6) month notice of termination
2993 of participation shall be required by the assigned employee to the Fire Chief or
2994 designee.

2995
2996 Special assignment pay shall never exceed ten percent (10%) total no matter how many
2997 assignments (including Crew Leader assignment) to which the employee is assigned. A
2998 member assigned to two or more special assignments (including Crew Leader assignment)
2999 will be paid no more than a total of ten percent (10%).
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ARTICLE 53

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 54

DURATION OF AGREEMENT

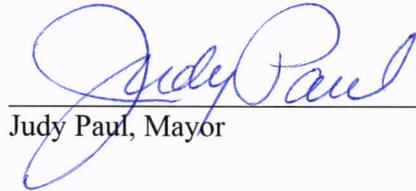
After a majority vote of those bargaining unit employees voting on the question of ratification, and thereafter upon its ratification by the Town Council and authorization for the Mayor to sign the Agreement on behalf of the Town, then the Agreement, upon being signed by the appropriate Union representatives,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

This agreement shall continue in force and effect from the date of Council approval until 11:59 p.m., September 30, 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


Jeff Wallace, Vice President, 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 Grade/Step Table For Fiscal Years 2020/2021, effective October 2020 - Employees Hired Prior to 1/20/2016

	UF/1	FF/1	FF/2	FF/3	FF/4	FF/5	FF/6	FF/7	FF/8	FF/9	FF/10	FF/11
Firefighter (hired after 10/01/2011)												
Grade 300 NH	22.4782	23.6570	24.8399	26.0819	27.3860	28.7553	30.1930	31.7027	33.2878	34.9522	35.8260	36.7216
Yearly Pay Based on (48 hrs) per wk	\$56,106	\$59,048	\$62,000	\$65,100	\$68,355	\$71,773	\$75,362	\$79,130	\$83,086	\$87,241	\$89,422	\$91,657
Firefighter												
Grade 300	22.4782	24.8398	26.0818	27.3859	28.7552	30.1930	31.7026	33.2878	34.9521	35.8259	36.7216	
Yearly Pay Based on (48 hrs) per wk	\$56,106	\$62,000	\$65,100	\$68,355	\$71,773	\$75,362	\$79,130	\$83,086	\$87,241	\$89,422	\$91,657	
Fire Inspector/Fire Plans Examiner												
Grade 301		FI/1	FI/2	FI/3	FI/4	FI/5	FI/6	FI/7	FI/8	FI/9	FI/10	
Yearly Pay Based on (40 hrs) per wk		36,2176	38,0284	39,9299	41,9263	44,0227	46,2238	48,5350	50,9617	52,2358	53,5417	
		75,333	79,099	83,054	87,207	91,567	96,146	100,953	106,000	108,650	111,367	
Driver Engineer		DE/1	DE/2	DE/3	DE/4	DE/5	DE/6	DE/7	DE/8	DE/9		
Grade 302		28,7566	30,1945	31,7042	33,2894	34,9539	36,7015	38,5366	39,5000	40,4875		
Yearly Pay Based on (48 hrs) per wk		\$71,777	\$75,365	\$79,134	\$83,090	\$87,245	\$91,607	\$96,187	\$98,592	\$101,057		
Lieutenant		LT/1	LT/2	LT/3	LT/4	LT/5	LT/6	LT/7	LT/8	LT/9		
Grade 305		30,1945	31,7043	33,2895	34,9539	36,7016	38,5367	40,4636	41,4751	42,5120		
Yearly Pay Based on (48 hrs) per wk		\$75,366	\$79,134	\$83,091	\$87,245	\$91,607	\$96,188	\$100,997	\$103,522	\$106,110		
Captain		CPT/1	CPT/2	CPT/3	CPT/4	CPT/5	CPT/6	CPT/7	CPT/8	CPT/9		
Grade 303		31,7028	33,2880	34,9524	36,7000	38,5350	40,4618	42,4848	43,5470	44,6356		
Yearly Pay Based on (48 hrs) per wk		\$79,130	\$83,087	\$87,241	\$91,603	\$96,183	\$100,993	\$106,042	\$108,693	\$111,411		

IAFF Grade/Step Table For Fiscal Years 2020/2021, effective October 2020 - Employees Hired On/After 1/20/2016

	UF/1	FF/1	FF/2	FF/3	FF/4	FF/5	FF/6	FF/7	FF/8	FF/9	FF/10	FF/11	FF/12	FF/13	FF/14
Firefighter (hired after 10/01/2011)															
Grade 300 NNH	22.4782	23.6570	24.4850	25.3420	26.2290	27.1470	28.0971	29.0805	30.0983	31.1518	32.2421	33.3706	34.5385	35.7474	36.7216
Yearly Pay Based on (48 hrs) per wk	\$56,106	\$59,048	\$61,115	\$63,254	\$65,467	\$67,759	\$70,130	\$72,585	\$75,125	\$77,755	\$80,476	\$83,293	\$86,208	\$89,225	\$91,657
Fire Inspector/Fire Plans Examiner															
Grade 301 NNH		F/1	F/2	F/3	F/4	F/5	F/6	F/7	F/8	F/9	F/10	F/11	F/12	F/13	
Yearly Pay Based on (40 hrs) per wk		36.2176	37.4852	38.7972	40.1551	41.5605	43.0151	44.5206	46.0788	47.6916	49.3608	51.0884	52.8765	53.5417	
Driver Engineer															
Grade 302 NNH		DE/1	DE/2	DE/3	DE/4	DE/5	DE/6	DE/7	DE/8	DE/9	DE/10	DE/11			
Yearly Pay Based on (48 hrs) per wk		28.7566	29.7631	30.8048	31.8830	32.9989	34.1538	35.3492	36.5865	37.8670	39.1923	40.4874			
Lieutenant															
Grade 305		LT/1	LT/2	LT/3	LT/4	LT/5	LT/6	LT/7	LT/8	LT/9	LT/10	LT/11			
Yearly Pay Based on (48 hrs) per wk		30.1945	31.2513	32.3451	33.4772	34.6489	35.8616	37.1168	38.4159	39.7604	41.1520	42.5119			
Captain															
Grade 303 NNH		CPT/1	CPT/2	CPT/3	CPT/4	CPT/5	CPT/6	CPT/7	CPT/8	CPT/9	CPT/10	CPT/11			
Yearly Pay Based on (48 hrs) per wk		31.7028	32.8124	33.9609	35.1495	36.3797	37.6530	38.9709	40.3349	41.7466	43.2077	44.6356			
Yearly Pay Based on (48 hrs) per wk		\$79,130	\$81,900	\$84,766	\$87,733	\$90,804	\$93,982	\$97,271	\$100,676	\$104,200	\$107,846	\$111,410			

IAFF Grade/Step Table For Fiscal Years 2021/2022, effective October 2021 - Employees Hired Prior to 1/20/2016

Firefighter (hired after 10/01/2011)	UF/1	FF/1	FF/2	FF/3	FF/4	FF/5	FF/6	FF/7	FF/8	FF/9	FF/10	FF/11
Grade 300 NH	22.9277	24.1302	25.3367	26.6035	27.9337	29.3304	30.7969	32.3367	33.9536	35.6512	36.5425	37.4561
Yearly Pay Based on (48 hrs) per wk	\$57,228	\$60,229	\$63,240	\$66,402	\$69,722	\$73,209	\$76,869	\$80,712	\$84,748	\$88,985	\$91,210	\$93,490
Firefighter	UF/1	FF/1	FF/2	FF/3	FF/4	FF/5	FF/6	FF/7	FF/8	FF/9	FF/10	
Grade 300	22.9277	25.3366	26.6035	27.9336	29.3303	30.7968	32.3367	33.9535	35.6512	36.5425	37.4560	
Yearly Pay Based on (48 hrs) per wk	\$57,228	\$63,240	\$66,402	\$69,722	\$73,208	\$76,869	\$80,712	\$84,748	\$88,985	\$91,210	\$93,490	
Fire Inspector/Fire Plans Examiner		FI/1	FI/2	FI/3	FI/4	FI/5	FI/6	FI/7	FI/8	FI/9	FI/10	
Grade 301		36.9419	38.7890	40.7285	42.7649	44.9031	47.1483	49.5057	51.9810	53.2805	54.6125	
Yearly Pay Based on (40 hrs) per wk		76,839	80,681	84,715	88,951	93,398	98,068	102,972	108,120	110,823	113,594	
Driver Engineer		DE/1	DE/2	DE/3	DE/4	DE/5	DE/6	DE/7	DE/8	DE/9		
Grade 302		29.3318	30.7983	32.3383	33.9552	35.6529	37.4356	39.3074	40.2900	41.2973		
Yearly Pay Based on (48 hrs) per wk		\$73,212	\$76,873	\$80,716	\$84,752	\$88,990	\$93,439	\$98,111	\$100,564	\$103,078		
Lieutenant		LT/1	LT/2	LT/3	LT/4	LT/5	LT/6	LT/7	LT/8	LT/9		
Grade 305		30.7984	32.3383	33.9553	35.6530	37.4357	39.3074	41.2728	42.3046	43.3623		
Yearly Pay Based on (48 hrs) per wk		\$76,873	\$80,716	\$84,752	\$88,990	\$93,439	\$98,111	\$103,017	\$105,592	\$108,232		
Captain		CPT/1	CPT/2	CPT/3	CPT/4	CPT/5	CPT/6	CPT/7	CPT/8	CPT/9		
Grade 303		32.3369	33.9538	35.6514	37.4340	39.3057	41.2710	43.3345	44.4179	45.5284		
Yearly Pay Based on (48 hrs) per wk		\$80,713	\$84,749	\$88,986	\$93,435	\$98,107	\$103,012	\$108,163	\$110,867	\$113,639		

IAFF Grade/Step Table For Fiscal Years 2021/2022, effective October 2021 - Employees Hired On/After 1/20/2016

	UF/1	FF/1	FF/2	FF/3	FF/4	FF/5	FF/6	FF/7	FF/8	FF/9	FF/10	FF/11	FF/12	FF/13	FF/14
Firefighter (hired after 10/01/2011)															
Grade 300 NNH	22.9277	24.1302	24.9747	25.8488	26.7535	27.6899	28.6591	29.6621	30.7003	31.7748	32.8869	34.0380	35.2293	36.4623	37.4561
Yearly Pay Based on (48 hrs) per wk	\$57,228	\$60,229	\$62,337	\$64,519	\$66,777	\$69,114	\$71,533	\$74,037	\$76,628	\$79,310	\$82,086	\$84,959	\$87,932	\$91,010	\$93,490
Fire Inspector/Fire Plans Examiner															
Grade 301 NNH		F/1	F/2	F/3	F/4	F/5	F/6	F/7	F/8	F/9	F/10	F/11	F/12	F/13	
Yearly Pay Based on (40 hrs) per wk		36.9419	38.2349	39.5731	40.9582	42.3917	43.8754	45.4110	47.0004	48.6454	50.3480	52.1102	53.9341	54.6125	113,594
		76,839	79,529	82,312	85,193	88,175	91,261	94,455	97,761	101,183	104,724	108,389	112,183		
Driver Engineer		DE/1	DE/2	DE/3	DE/4	DE/5	DE/6	DE/7	DE/8	DE/9	DE/10	DE/11			
Grade 302 NNH		29.3318	30.3584	31.4209	32.5206	33.6589	34.8369	36.0562	37.3182	38.6243	39.9762	41.2971			
Yearly Pay Based on (48 hrs) per wk		\$73,212	\$75,774	\$78,427	\$81,172	\$84,013	\$86,953	\$89,996	\$93,146	\$96,406	\$99,781	\$103,078			
Lieutenant		LT/1	LT/2	LT/3	LT/4	LT/5	LT/6	LT/7	LT/8	LT/9	LT/10	LT/11			
Grade 305		30.7984	31.8764	32.9920	34.1468	35.3419	36.5789	37.8591	39.1842	40.5556	41.9751	43.3621			
Yearly Pay Based on (48 hrs) per wk		\$76,873	\$79,563	\$82,348	\$85,230	\$88,213	\$91,301	\$94,496	\$97,804	\$101,227	\$104,770	\$108,232			
Captain		CPT/1	CPT/2	CPT/3	CPT/4	CPT/5	CPT/6	CPT/7	CPT/8	CPT/9	CPT/10	CPT/11			
Grade 303 NNH		32.3369	33.4687	34.6401	35.8525	37.1073	38.4061	39.7503	41.1416	42.5815	44.0719	45.5283			
Yearly Pay Based on (48 hrs) per wk		\$80,713	\$83,538	\$86,462	\$89,488	\$92,620	\$95,862	\$99,217	\$102,689	\$106,283	\$110,003	\$113,639			

IAFF Grade/Step Table For Fiscal Years 2022/2023, effective October 2022 - Employees Hired Prior to 1/20/2016

	UF/1	FF/1	FF/2	FF/3	FF/4	FF/5	FF/6	FF/7	FF/8	FF/9	FF/10	FF/11
Firefighter (hired after 10/01/2011)												
Grade 300 NH	23.3863	24.6128	25.8434	27.1356	28.4923	29.9170	31.4128	32.9835	34.6326	36.3643	37.2734	38.2052
Yearly Pay Based on (48 hrs) per wk	\$58,372	\$61,433	\$64,505	\$67,730	\$71,117	\$74,673	\$78,406	\$82,327	\$86,443	\$90,765	\$93,034	\$95,360
Firefighter												
Grade 300	23.3863	25.8434	27.1355	28.4923	29.9169	31.4128	32.9834	34.6326	36.3642	37.2733	38.2051	
Yearly Pay Based on (48 hrs) per wk	\$58,372	\$64,505	\$67,730	\$71,117	\$74,673	\$78,406	\$82,327	\$86,443	\$90,765	\$93,034	\$95,360	
Fire Inspector/Fire Plans Examiner												
Grade 301		FI/1	FI/2	FI/3	FI/4	FI/5	FI/6	FI/7	FI/8	FI/9	FI/10	
Yearly Pay Based on (40 hrs) per wk		37,687	39,564	41,543	43,620	45,801	48,091	50,495	53,026	54,346	55,704	115,866
Driver Engineer												
Grade 302		DE/1	DE/2	DE/3	DE/4	DE/5	DE/6	DE/7	DE/8	DE/9		
Yearly Pay Based on (48 hrs) per wk		29,918	31,414	32,985	34,634	36,366	38,184	40,093	41,095	42,123		
Lieutenant												
Grade 305		LT/1	LT/2	LT/3	LT/4	LT/5	LT/6	LT/7	LT/8	LT/9		
Yearly Pay Based on (48 hrs) per wk		31,414	32,985	34,634	36,366	38,184	40,093	42,098	43,150	44,229		
Captain												
Grade 303		CPT/1	CPT/2	CPT/3	CPT/4	CPT/5	CPT/6	CPT/7	CPT/8	CPT/9		
Yearly Pay Based on (48 hrs) per wk		32,983	34,632	36,364	38,182	40,091	42,096	44,202	45,306	46,438		
		\$82,327	\$86,444	\$90,766	\$95,304	\$100,069	\$105,073	\$110,326	\$113,084	\$115,912		

IAFF Grade/Step Table For Fiscal Years 2022/2023, effective October 2022 - Employees Hired On/After 1/20/2016

	UF/1	FF/1	FF/2	FF/3	FF/4	FF/5	FF/6	FF/7	FF/8	FF/9	FF/10	FF/11	FF/12	FF/13	FF/14
Firefighter (hired after 10/01/2011)															
Grade 300 NNH	23.3863	24.6128	25.4742	26.3658	27.2886	28.2437	29.2322	30.2554	31.3143	32.4103	33.5447	34.7187	35.9339	37.1916	38.2052
Yearly Pay Based on (48 hrs) per wk	\$58,372	\$61,433	\$63,584	\$65,809	\$68,112	\$70,496	\$72,964	\$75,517	\$78,161	\$80,896	\$83,727	\$86,658	\$89,691	\$92,830	\$95,360
Fire Inspector/Fire Plans Examiner															
Grade 301 NNH		FI/1	FI/2	FI/3	FI/4	FI/5	FI/6	FI/7	FI/8	FI/9	FI/10	FI/11	FI/12	FI/13	
Yearly Pay Based on (40 hrs) per wk		37.6807	38.9996	40.3646	41.7773	43.2395	44.7529	46.3193	47.9404	49.6183	51.3550	53.1524	55.0127	55.7048	
		78.376	81,119	83,958	86,897	89,938	93,086	96,344	99,716	103,206	106,818	110,557	114,427	115,866	
Driver Engineer		DE/1	DE/2	DE/3	DE/4	DE/5	DE/6	DE/7	DE/8	DE/9	DE/10	DE/11			
Grade 302 NNH		29.9184	30.9655	32.0493	33.1711	34.3320	35.5337	36.7773	38.0645	39.3968	40.7757	42.1231			
Yearly Pay Based on (48 hrs) per wk		\$74,676	\$77,290	\$79,995	\$82,795	\$85,693	\$88,692	\$91,796	\$95,009	\$98,334	\$101,776	\$105,139			
Lieutenant		LT/1	LT/2	LT/3	LT/4	LT/5	LT/6	LT/7	LT/8	LT/9	LT/10	LT/11			
Grade 305		31.4144	32.5139	33.6519	34.8297	36.0487	37.3104	38.6163	39.9679	41.3667	42.8146	44.2293			
Yearly Pay Based on (48 hrs) per wk		\$78,410	\$81,155	\$83,995	\$86,935	\$89,978	\$93,127	\$96,386	\$99,760	\$103,251	\$106,865	\$110,396			
Captain		CPT/1	CPT/2	CPT/3	CPT/4	CPT/5	CPT/6	CPT/7	CPT/8	CPT/9	CPT/10	CPT/11			
Grade 303 NNH		32.9836	34.1381	35.3329	36.5696	37.8495	39.1742	40.5453	41.9644	43.4332	44.9533	46.4389			
Yearly Pay Based on (48 hrs) per wk		\$82,327	\$85,209	\$88,191	\$91,278	\$94,472	\$97,779	\$101,201	\$104,743	\$108,409	\$112,203	\$115,911			