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Agreement between the International Association of Fire Fighters (IAFF), Local 2019, AFL-CIO and the Broward County Board of Commissioners, 1997-2002

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IDnum 28 **Language** English **Country** United States **State** FL

Union IAFF (International Association of Fire Fighters) AFL-CIO

Local Local 2019

Occupations Represented
Firefighting occupations

Bargaining Agency Broward County Board of Commissioners

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 1997 **EndYear** 2000

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Notes

Contact

Full text contract begins on following page.

PREAMBLE

A. This Agreement is entered into by and between the Board of County Commissioners, Broward County, hereinafter referred to as the "County" and the International Association of Firefighters Local 2019, hereinafter referred to as the "Union".

B. It is the purpose of this Agreement to promote stable and harmonious relations between the County and the Union, to provide for equitable adjustment of differences which may arise thereunder, and to comprise agreed standards of wages, hours, and other conditions of employment.

C. This Agreement shall supersede any policies, rules, regulations, or practices of the County which shall be contrary to or inconsistent with the terms of this Agreement.

ARTICLE 1 RECOGNITION

The County hereby recognizes the Union as the exclusive collective bargaining representative of the Airport Rescue Fire bargaining unit. Such unit consists of all positions in the classifications delineated in the Pay Plan, Appendix B, for the purposes of collective bargaining with respect to wages, hours of work, and conditions of employment. Classifications not listed in the Pay Plan, Appendix B, are excluded from the bargaining unit. Newly created position classifications performing Airport Firefighter activities, or under the command of the Assistant Chief of the Airport Rescue Fire station, shall be implemented after notice to the Union. The Union shall have the right to negotiate the wages, hours of work, and conditions of employment for the new position classification included in the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

The Board of County Commissioners, on its own behalf, and on behalf of the County, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon, and vested in it by the laws and the Constitution of the State of Florida and the United States except as modified by the specific terms and provisions of this contract.

ARTICLE 3 NON-DISCRIMINATION

A. The County and the Union agree to abide by Federal and State laws prohibiting discrimination.

B. All employees of the Fire Rescue Division covered by this Agreement shall have the right to join or to refrain from joining the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection, to express or communicate to management any view, grievance, complaint or opinion related to the conditions of compensation of public employees or their betterment, all free from restraint, coercion, discrimination or reprisal.

C. Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare

of its members.

ARTICLE 4

HOURS OF DUTY

A. The hours of scheduled duty shall not exceed a cumulative average of forty-eight (48) hours per week during the term of this Agreement.

B. The work schedule shall be twenty-four (24) hour shifts, 0800 A.M. to 0800 A.M., followed by forty-eight (48) hours off duty, and a twenty-four hour shift off duty (Kelly Day) every seventh (7th) shift.

C. The work schedule for employees shall be posted by the Chief or his designee periodically as necessary for providing the employees with a schedule of their hours of duty. If an employee is transferred from one shift to another, that employee shall be scheduled to start the new shift as per Divisional past practice.

D. Training after 1600 hours will not be unreasonably scheduled.

E. All hours worked in excess of any employees normal work schedule shall be paid at the rate of time and one-half their regular rate of pay on a bi-weekly basis.

F. For the purpose of computing eligibility for overtime pay, annual leave, sick leave bonus day, union time pool, and funeral leave shall be considered as time worked.

G. Employees held on duty past 0800 shall be paid a minimum of one (1) hour at the rate of one and one-half their regular rate of pay.

H. Bargaining unit members who are called back and who return to duty at time other than their regular schedules, except for shift exchange, shall be credited with a minimum of four (4) hours pay at the rate of time and one-half. Paid time will begin thirty (30) minutes prior to reporting to duty.

I. Except in emergencies declared by the Division Director or his designee, it is agreed that the bargaining unit members may not work more than forty-eight (48) consecutive hours. Any forty-eight (48) consecutive hours worked must be followed by twenty-four (24) consecutive hours off duty.

ARTICLE 5

SHIFT EXCHANGE

A. Employees shall have the right to full or partial shift exchanges, including early reliefs (3 hours or less) with employees of equal rank. Upon prior written approval of the Airport Fire Chief or designee, an employee may exchange shifts with an employee who is qualified for the next higher or lower rank except that there will be no exchanges between officers and non-officers.

B. Requests must be made in writing in advance of the exchange. For early reliefs, written approval must be granted by the shift commander prior to the employee leaving the shift. Exchange requests shall not be unreasonably denied. The written request requirement may be waived by the Airport Fire Chief or designee.

C. The number of full and partial shift exchanges, including early reliefs, allowable for any bargaining unit member shall be unlimited.

D. In any partial shift exchange or early relief, the applicant must remain on duty until his/her replacement arrives, and the replacement must report ready for duty. The replacement must remain on duty until the employee scheduled for the shift returns and is ready for duty, or is relieved by the oncoming shift. Employees are encouraged to minimize the number, as well as the length of time of partial shift exchanges, and early reliefs.

E. Any employee on duty by virtue of a shift exchange or partial shift exchange shall be entitled to the same benefits, privileges, and protection and shall assume the same responsibilities of the employee being replaced.

F. A replacement who leaves work early because of illness shall have the sick leave deducted from his/her bank and not from the bank accrued by the employee originally assigned to the shift. Any bargaining unit member who agrees to exchange time but does not report for the agreed shift due to illness shall be required to submit a medical certificate upon return to the next duty shift and shall have annual leave deducted from his/her annual leave bank. Further, in the event that the department is at minimum manning and the employee's failure to report results in the department incurring an overtime liability, the employee's annual leave bank shall be deducted at one and one-half hours for each hour absent. Failure to submit a medical certificate as described in this section may subject the employee to disciplinary action.

G. A shift exchange constitutes an even exchange and neither party becomes eligible for overtime pay because of a shift exchange. Repayment of a shift exchange is the responsibility of the employee. Other than as specifically provided in this Article, payroll computation will not be affected by exchanges of time.

H. Exchanges of time may not be taken in order to engage in outside employment.

I. Any bargaining unit member who agrees to exchange time, but fails to report to work the agreed shift, shall have annual leave deducted from his/her annual leave bank. Further, in the event that the department is at minimum manning and the employee's failure to report results in the department incurring an overtime liability, the employee's annual leave bank shall be deducted at one and one-half hours for each hour absent.

J. Any bargaining unit employee who agrees to an exchange and fails to report, or violates the provisions of this article, may be subject to disciplinary action and the loss of the right to exchange time for a period of one year. The reason for failing to report, or a violation of the Article, and any related documentation provided by the employee shall be reviewed by management prior to making a decision on whether to issue disciplinary action. Members of the bargaining unit are urged to police the practice themselves with the operational needs of the County as well as the practical needs of their teammates in mind.

K. If an employee who has agreed to exchange time fails to report to work on the agreed shift, and the employee does not have sufficient annual leave in his/her personal annual leave bank to cover the deductions described in

this article, the balance needed to reimburse the County shall be deducted from the Union's annual leave time pool. In such case, the first 36 hours accrued by the employee will be reimbursed to the time pool and the employee shall not be eligible to use annual leave until the 36 hours are reimbursed. By signing a request to exchange time, the employee authorizes the County to deduct hours from his/her annual leave bank in the event it is necessary to reimburse the Union's time pool as described above.

ARTICLE 6
COMPENSATION

Section 1

For fiscal 1997/1998, 1998/1999, 1999/2000, the salary ranges for Bargaining Unit classifications shall be in accordance with the pay plans as detailed in Appendix B.

Section 2

A. Fiscal Year 1997/1998:

1. Bargaining unit members whose base rate of pay is at the maximum of their pay range as of September 30, 1997 shall receive a 2 ½% base pay increase effective November 30, 1997, exclusive of any incentive pay to which the employee may be entitled. Employees receiving this increase are not eligible for the increase detailed in Section 2 - A(2) below.
2. Bargaining unit members who have completed their initial probation, and whose base rate of pay is below the maximum of their pay range as of September 30, 1997 will receive a one step (5%) base pay increase within range effective on May 17, 1998, exclusive of any incentive pay to which the employee may be entitled.
3. Effective at the beginning of the first pay period following completion of initial probation, the base pay rates of bargaining unit members reflected in Appendix C shall be adjusted to the reflected pay steps reflected therein.

B. Fiscal Year 1998/1999:

1. Bargaining unit members whose base rate of pay is at the maximum of their pay range as of September 30, 1998 shall receive a 2 ½% base pay increase effective November 29, 1998, exclusive of any incentive pay to which the employee may be entitled. Employees receiving this increase are not eligible for the increase detailed in Section 2 - B(2) below.
2. Bargaining unit members who have completed their initial probation, and whose base rate of pay is below the maximum of their pay range as of September 30, 1998 will receive a one step (5%), or two steps of 2 ½%, base pay increase within range effective on May 16, 1999, exclusive of any incentive pay to which the employee may be entitled.

C. Fiscal Year 1999/2000:

1. Bargaining unit members whose base rate of pay is at the maximum of their pay range as of September 30, 1999 shall receive a 2 ½% base pay increase effective November 28, 1999, exclusive of any incentive pay to which the employee may be entitled. Employees receiving this

increase are not eligible for the increase detailed in Section 2 - C(2) below.

2. Bargaining unit members who have completed their initial probation, and whose base rate of pay is below the maximum of their pay range as of September 30, 1999 will receive a one step (5%), or two steps of 2 ½%, base pay increase within range effective on May 14, 2000, exclusive of any incentive pay to which the employee may be entitled.

Section 3 --- Incentives

A. Bargaining Unit Members who are currently receiving a 5% pay differential for holding a Fire Science Certificate or Associates Degree in Fire Science or related degree as of April 28, 1992, shall continue to receive said pay differential. Such Employees who later attain a Bachelor's Degree in Fire Science from an accredited educational institution, shall receive an additional 2 ½% pay differential for a maximum of 7 ½% above base pay.

B. Subsequent to April 28, 1992, Bargaining Unit Members not already receiving one or all of the incentives covered in Section 3-A above, shall be eligible for educational pay differentials as described below:

1. Employees who hold or later complete a course of study leading to the award of a Fire Science Certificate or Florida State Fire Officer I Certificate from an accredited educational institution will receive a two-and-one-half percent (2 ½%) pay differential.

2. Employees who hold or later complete a course of study leading to the award of up to two job-related Associates degrees from an accredited educational institution, will receive a two-and-one-half percent (2 ½%) pay differential for each degree, in addition to sub-section B-1 above.

3. Employees who hold or later complete a course of study leading to the award of an Bachelor's degree in Fire Science, or related field of study from an accredited educational institution, will receive a two-and-one-half percent (2 ½%) pay differential, in addition to sub-sections B-1 and B-2 above.

The maximum combined pay differential eligible to employees under this section is seven-and- one-half percent (7 ½%).

C. Firefighters who hold and retain the certification of Emergency Medical Technician I, will receive a five percent (5%) pay differential. Employees who subsequently attain the certification of EMT I shall thereafter be eligible for the said additional compensation provided for herein.

Section 4 - Promotional Increases

Promotional increases will be paid according to the following increase schedule:

FIREFIGHTER TO DRIVER ENGINEER: 5% increase to base pay or to the minimum of the applicable pay range, whichever is greater.

FIREFIGHTER TO CRASH TRUCK OPERATOR: 7.5% increase to base pay or to the minimum of the applicable pay range, whichever is greater.

DRIVER ENGINEER TO CRASH TRUCK OPERATOR: 2.5% increase to base pay or to the minimum of the applicable pay range, whichever is greater.

All other promotions shall be to a pay step in the promoted pay range which is at least a 7.5% increase.

Section 5 - Alternate Duty Pay

Bargaining unit members assigned to a work schedule other than 24/48 shall receive alternate duty pay in the amount of a 2.5% increase to base pay for all hours worked on the alternate schedule.

Section 6 - Firefighter/Paramedic Assignment

Effective October 1, 1997, dual certified bargaining unit members assigned to perform in the dual capacity of Firefighter/Paramedic will receive five percent (5%) assignment pay in addition to their EMT incentive pay.

ARTICLE 7 SHIFT ASSIGNMENTS

Original shift assignments for new hires and promotions shall be made by the Airport Fire Chief subject to the operational needs of the Division. In addition, the Division reserves the right to make shift assignment changes as determined necessary by the Airport Fire Chief subject to the operational needs of the Division taking seniority into consideration. In the event a vacancy/slot becomes available, and the operational needs of the Division do not require the Airport Fire Chief to make a specific involuntary change in shift assignment, qualified bargaining unit members in the classification of the vacant position may make their interest to change shifts known by bidding for the slot. Absent any operational problems as determined by the Airport Fire Chief, the most senior qualified employee shall be allowed to fill the vacant slot.

ARTICLE 8 TEMPORARY UPGRADING

A. When an employee is assigned to work in a higher classification the employee shall receive a 2.5% increase for assignment from Driver Engineer to Crash Truck Operator, a 5% increase for assignment from Firefighter to Driver Engineer, and a 7.5% increase for all other assignments, for all hours worked in the higher classification. In the event that the percentage increases described in this section do not bring the upgraded employee's base pay rate to at least the minimum pay rate for the higher classification, the employee's pay rate will be increased in increments of 2.5% to a rate which is closest to, but not lower than, the minimum of the pay range of the higher classification.

B. The Fire Chief will make an effort to use the current promotional list for temporary upgrading. If the Fire Chief decides to pass over a bargaining unit member on the eligibility list, the decision shall be based on operational needs and not in an arbitrary or capricious manner.

ARTICLE 9 PROBATIONARY PERIOD

A. The probationary period as herein established is to provide a trial

period during which the Employer may judge the new employee's ability, competency, fitness, and other qualifications to perform the work for which he/she is employed. Such probationary period shall be for twelve (12) months worked from the established date and hour of employment. Failure to satisfy probationary requirements as determined by the County shall be cause for termination at any time during the twelve month probationary period. Non-certified employees who are hired as probationary Fire Fighters, regardless of rank, shall have as part of their probationary requirements, twelve months from their date of employment to become state certified.

B. Any decision involving assignments, discipline, layoff, or dismissal of probationary employees is entirely within the discretion of the County. Such decision shall not be subject to the grievance procedure.

C. When unit employees are promoted they shall serve a six month probationary period during which their performance will be monitored by their superiors. If the performance is found to be inadequate any time during this period, they will be returned to a classification and position substantially the same as their last previous position and their salary set at what they would have been earning had they not been promoted. The question of satisfactory performance is within the sole discretion of the County, and such a demotion while on probation, shall not be subject to the grievance procedure.

ARTICLE 10 PROMOTIONS AND VACANCIES

A. Promotions or vacancies in bargaining unit positions above the entry level shall be filled by internally promoting permanent employees in the Airport Fire Section of the Fire Rescue Division provided there are qualified eligible internal applicants. If it is determined that there are no qualified eligible internal candidates, prior to recruiting from outside the County, the Division of Human Resources Director and the Fire Rescue Division Director (or designee) shall determine whether a reasonably limited training period would result in qualified eligible internal candidates.

B. Promotions or vacancies shall be filled from eligibility lists. Eligibility lists for all classifications in the Bargaining Unit shall be maintained at all times by the Division of Human Resources. The certification, ranking and qualifications shall be determined by the Division of Human Resources Director in accordance with Merit System practices and procedures.

C. The duration of each eligibility list shall remain in effect for a period of two (2) years and may be extended for a period of six (6) months at the discretion of the Division of Human Resources Director. If the eligibility list is exhausted prior to expiration, the examination will again be given.

Reasonable efforts will be made by the County to administer the promotional examination thirty days prior to the expiration date of the current promotional eligibility list.

D. The following requirements shall be in effect with regard to promotional procedures:

1. Time in grade eligibility requirement for promotional examinations shall be measured in terms of continuous service. An interruption for an authorized leave of absence without pay shall not constitute a break in continuous service; however, the time of a leave of absence without pay shall not be credited as time in service.
2. The time in grade eligibility criteria for promotional examinations shall be by the closing date as published on the official Division of Human Resources job announcement.

E. Promotions to any rank/classification covered by this Agreement shall be determined by a job related examination/selection process developed by the Division of Human Resources following consultation with the union.

F. A cutoff score on each examination phase will be necessary to attain an overall minimum qualifying score.

G. Upon written request of the union, the Division of Human Resources Director may elect to appoint a representative from Division of Human Resources/EEO to attend the selection interview process within the Fire Rescue Division.

H. If a bargaining unit member is passed over for promotion, the Division Director or designee shall, at the employee's request, counsel the individual(s) on possible reasons and areas to concentrate which may improve their chances for promotion in the future. The Division Director or designee has the absolute discretion to select any one of the candidates certified to the Division from the eligibility list maintained by the Division of Human Resources.

I. Promotional examination announcements shall be posted conspicuously at the Airport Fire Station at least fourteen (14) calendar days prior to the official application closing date.

J. The promotional examination process shall begin no less than sixty (60) and not more than seventy-five (75) days after closing of applications.

K. The County will provide and maintain the following reference materials at the Airport Fire Station as designated below, including, but not limited to:

1. Operations & Policy Manuals (OPM).
2. International Fire Service Training Association (IFSTA) manuals.
3. A subscription to a recognized Fire magazine.
4. A subscription to a recognized Emergency Medical Services magazine.
5. A subscription to the American Heat Video or equivalent.
6. A subscription to the Pulse Video or equivalent.
7. A complete and continually updated copy of the Civil Service Rules and Regulations.
8. An updated pharmaceutical reference book for all ALS units.
9. A dictionary.
10. An updated paramedic manual for all ALS units.

An additional selection of reading materials and training aids will be maintained and upgraded in the Division's Training Bureau, and will be available to employees upon request. Prior to the closing date for a promotional examination, the County will provide an applicable list of

reading material as a guide to aid employees in their preparation for the examination process.

L. The Division of Human Resources will coordinate with the Fire Rescue Division to schedule test or interview times to minimize potential hardships on employees due to shift scheduling.

M. In the event the employee believes he/she has been discriminated against in the examination process, the Office of Equal Employment Opportunity shall be available to investigate those concerns.

N. Any reinstatements into the Bargaining Unit shall be to entry level Firefighter only. Reinstated Unit members shall not have accrued seniority during separation and time in service shall be considered interrupted. Seniority shall start on the date of reinstatement.

Employees reinstated within one year of separation may apply for the position previously held by submitting a completed application during the filing period of a subsequent promotional announcement.

O. An employee who requests and is granted a voluntary demotion:

1. During the probationary period shall return to the classification prior to the promotion;
2. After completion of the probationary period he/she shall return to the classification held prior to the promotion at such time that a vacancy is created.

P. In the spirit of cooperative labor/management relations, the Division of Human Resources shall meet with the union on their request to provide the union with the opportunity to share its perspectives regarding the training and experience requirements as well as promotional examination procedures.

ARTICLE 11 SENIORITY

A. For the purpose of seniority set forth below in this Article, each employee will have seniority standing equal to the employee's length of continuous, uninterrupted service with Broward County as a full-time IAFF, Local 2019 bargaining unit employee. The date of employment shall be deemed to begin on the most recent actual hire date.

B. Service shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement.

C. An employee who leaves the Bargaining Unit for one (1) year or less for any position in the County may return to the Bargaining Unit with uninterrupted service. An employee who leaves the Bargaining Unit in excess of one (1) year for any position in the County retains earned Unit seniority and upon return to the Bargaining Unit, shall resume the accumulation of Unit seniority.

D. An employee who leaves the Bargaining Unit for up to two (2) years as a result of a layoff for economic reasons, retains earned seniority and upon return to the Bargaining Unit as a result of a recall as defined in this Article, shall resume the accumulation of Unit seniority.

E. Seniority within rank will be used for the purpose of scheduling vacation benefits, layoff and recall from layoff, and vacated Kelly days.

F. In the event of a layoff, the most junior member of the Bargaining Unit within rank shall be laid off first. In the case of layoff in any rank, members of the Bargaining Unit shall be allowed to bump unit members of the Bargaining Unit out in lower ranks, provided the retained employee can immediately perform the work.

G. Recall by rank will be in the reverse order of layoff, provided the recalled employee is qualified and can perform the job. An employee selected for recall shall be informed of the County's offer for reemployment in the form of a written notice, via certified mail, return receipt requested, to the last known address of the employee as shown on the employer's records. It shall be the responsibility of each employee on layoff to keep the County advised of his/her current address. Within ten (10) calendar days after an employee receives notice (as defined above) of the County's offer of reemployment, he/she must advise the County in writing that she/he accepts reemployment and will be able to commence employment on the date specified in the notice or on a date mutually agreed upon. Any and all reemployment rights granted to an employee shall terminate upon such employee's failure to accept within the allotted time the position offered.

H. Any member of this Bargaining Unit who is laid off shall retain his/her preferential right to reemployment after a layoff for the period of two (2) years commencing with the effective date of the layoff. Thereafter, such an employee can apply and compete for employment with the County, but not on a preferential basis.

I. Where two or more new unit employees within the same rank have a common date of hire, which occurs on or subsequent to October 1, 1983, the employee with the lowest last two numbers of the social security numbers of the two employees shall be deemed to have more seniority for the purpose of this Article. If the two numbers are the same, the two employees will "flip a coin" to determine their order of seniority.

J. Seniority list, by rank, of permanent employees of the Bargaining Unit shall be prepared, maintained and updated by the County every three months. The Union Secretary/Treasurer shall be provided a copy of each seniority list.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURES

A. A grievance is a dispute, claim, or complaint arising under this Agreement, filed by either an authorized representative of or an employee in the Bargaining Unit, or the County, involving the interpretation or application of this Agreement. All discipline shall be for just cause.

B. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

Step 1. The aggrieved employee shall be accorded fifteen (15) working days from the occurrence of the action or event or when the employee has knowledge or should have had knowledge of the action or the event giving rise to the complaint to seek resolution on an informal basis. The Employee

must discuss his alleged grievance with the Airport Fire Chief and the Fire Rescue Division Director.

If informal resolution is not accomplished, the employee, if a Union member, must present the proposed grievance in writing to a Union officer on or before the fifteenth (15th) working day for consideration by the Union Grievance committee. If, in the Committee's opinion, no reasonable grievance exists, no further action may be taken.

Step 2. If the Committee wishes to pursue the member's complaint, a written grievance shall be presented to the Director of the Fire Rescue Division or his designee within twenty (20) working days from the occurrence of the action or event giving rise to the grievance or from the date on which the employee reasonably should have had knowledge of that occurrence. A written grievance must be presented on a grievance form provided by the County in Appendix A. Upon receipt of a formal grievance or a class action submitted by the Union, the Fire Rescue Division Director or his designee shall investigate the facts and conduct a meeting within five (5) working days with the aggrieved employee and any other persons possessing knowledge considered critical by the Director. The aggrieved employee may be accompanied at this meeting by a local Union representative. The Fire Rescue Division Director or his designee shall notify the grievant of his decision no later than five (5) working days following the date of the meeting.

Step 3. If the grievance is not resolved at the second step, the aggrieved employee shall present the written grievance within five (5) working days of the Step 2 decision to the Department Head. The Department Head or his designee shall investigate the facts and may conduct a hearing within five (5) working days of receipt of the grievance. If a hearing is scheduled, the aggrieved employee may be accompanied by a local Union representative. The grievant shall be notified of the decision within ten (10) working days of receipt of the grievance.

Step 4. If the grievance is not resolved at the third step, the aggrieved employee shall present the written grievance to the County Administrator within five (5) working days of the Step 3 decision. The County Administrator or his designee shall investigate the facts and may conduct a hearing within five (5) working days of receipt of the grievance. If a hearing is scheduled, the aggrieved employee may be accompanied by a local Union representative. The grievant shall be notified of the decision within ten (10) working days of receipt of the grievance.

C. Within seven (7) working days after the decision by the Administrator or his designee, either the County or the Union shall announce its intention to proceed to arbitration by providing the other party with a copy of FMCS Form R43. The copy shall be sent by certified or registered mail to the other party and the original mailed to the FMCS. Selection of an arbitrator will take place according to the rules and procedures of the Federal Mediation and Conciliation Service. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the grievance. The arbitrator will be requested to serve his decision upon the County and the Union within 30 days of the close of the hearing. The expenses of the arbitrator shall be paid by the party losing the award. If a grievance presents more than one (1) issue, or if the arbitrator splits his award between the parties, the arbitrator in the award shall decide the division

of the arbitrator's fee. Each party shall be exclusively responsible for compensating its own representative(s) and witnesses. If a court reporter or verbatim record of the proceeding is desired, the expenses of the reporter and the cost of the transcript shall be paid by the party requesting such.

D. The submission to the arbitrator shall be based on the written grievance submitted in Step 2 of the Grievance Procedure. The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. The decision of the arbitrator is final and binding on both parties. No decision of any arbitrator or of the county in one (1) case shall create a basis for retroactive adjustments with reference to any prior occurrences not a part of the grievance, unless otherwise agreed by both parties.

E. All claims for back wages shall be limited to the amount of wages that the grievant otherwise would have earned from the County, less any unemployment compensation during the period for which back pay was awarded.

F. The parties agree to abide by the following rules in processing grievances:

1. The time limits provided in this Article shall be strictly observed and may be extended only by mutual written agreement of the Union President or his designee and the County representative responsible for the Step to be affected.
2. A grievance presented to the County shall be dated and signed by the aggrieved employee presenting it. A decision rendered shall be written to the aggrieved employee with a copy sent to the Union and shall be dated and signed by the County's representative at the Step.
3. A grievance not advanced to the higher Step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given.
4. In computing time limits under this Article, Saturdays, Sundays, and Holidays shall not be counted. For purposes of this Article, the Term "working days" is defined as Monday through Friday.
5. When a grievance is reduced to writing, there shall be set forth in the space provided on the grievance form to be provided by the County all of the following:

a. Complete statement of the grievance and the facts upon which it is based,

b. The section or sections of this agreement claim to have been violated, and

c. The remedy or correction requested.

6. If a County response is not provided within the stated time limits, the grievance shall be deemed to be denied and may proceed to the next step.

G. All Bargaining Unit employees shall use the grievance procedure specified in this Article regardless of Union membership or lack thereof where a grievance as stipulated in Section A of this Article arises. If the Union declines to process a grievance for a unit employee who is not a member of the Union, the County reserves the right to process such grievance through the procedure specified in this Article and the County

agrees to furnish the Union with responses to each step of the procedure and notice of any arbitration hearing date.

ARTICLE 13
BULLETIN BOARD

A. The County will provide the existing space or equivalent pursuant to past practice for the Union owned bulletin board, for the exclusive use of the Union for posting of bulletins, notices and other Union materials which shall be signed by an officer of the Union.

ARTICLE 14
CONFERENCES

A. The Director of the Fire Rescue Division, on request, shall schedule a conference with the Union leadership to discuss subjects not included in this Agreement. Such conferences may be requested by the Fire Rescue Director or the Union President and may be scheduled not less than once each calendar quarter.

B. The purpose of these informal conferences is to facilitate the communication and resolution of mutual concerns. They shall not be construed to constitute a reopening of negotiations or resolution of grievances.

ARTICLE 15
LEGAL COUNSEL

A. Upon three (3) days advance notice to the Office of the County Attorney, Legal Counsel provided by the County will be made available to any member of the Bargaining Unit subpoenaed or summoned in connection with the member's employment in those cases in which the County or the employee is a party or, in the opinion of the County Attorney, a potential party.

B. Such Counsel will be provided at no cost to the members of the Bargaining Unit.

C. According to Florida Statutes, Section 768.28 (9), it is recognized that:

No officer, employee, or agent of the State or its subdivisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function, unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

ARTICLE 16
SAFETY AND HEALTH

A. The County agrees to abide by and maintain standards of sanitation, safety, and health in accordance with the State, County, Federal Laws, and Federal Aviation Administration regulations relating thereto.

B. Proper and modern safety devices, including clothing, complete sets of bunker gear, individual (SCBA) face masks, and hearing protection shall be provided by the County for all Fire Fighters, at no cost to the Fire

Fighter and will be replaced as necessary in a reasonable amount of time, as approved by the Chief. Such devices, where provided, must be used. Consistent with these provisions, Fire Fighters shall not be required to share any bunker gear.

C. The Union agrees that willful failure by a Fire Fighter to observe all applicable safety laws and regulations and to use the safety devices provided by the County shall be cause for disciplinary action, up to and including discharge, provided, however, no such action shall be taken except for just cause.

D. The County shall be responsible for maintaining a safe workplace. Bargaining Unit members shall report to appropriate supervision any knowledge of unsafe work conditions.

ARTICLE 17

MEDICAL EXAMINATION

A. A bargaining unit member may be required by the County to submit to a medical examination at the County's expense based upon reasonable job-related observation and/or information. Said medical examination shall be restricted to an evaluation of the bargaining unit member's ability to perform job related duties.

B. If the examination cannot be scheduled during the bargaining unit member's normal scheduled workday, the bargaining unit member shall be compensated at the applicable rate of pay for time required to undergo the medical examination.

C. A bargaining unit member failing to pass such an examination will be immediately placed on paid leave charged to the bargaining unit member's available sick and annual leave accruals. Thereafter, the bargaining unit member may request a leave of absence without pay pursuant to County policy.

D. Within seven (7) days after failure to pass the examination, the bargaining unit member may select at his/her own expense, a physician for re-examination.

E. If the re-examination confirms the condition determined by the original examination, the use of accrued leave and/or leave of absence without pay shall continue pursuant to County policy until such a time that it is determined that the disqualifying condition has been satisfactorily corrected or until the expiration of approved leave.

F. If the said two (2) physicians cannot agree, the bargaining unit member may request a third

physician selected by the said two (2) physicians. Such physician shall be paid jointly by the bargaining unit member and the County. The majority medical determination shall be considered binding upon both parties.

G. While on a medical leave of absence, if a bargaining unit member should pass a medical re-examination by a County physician, he/she shall return to his/her job or resign from employment within fourteen (14) days. A bargaining unit member's returning to his/her job from medical leave of absence under this Section shall not have his/her seniority interrupted.

However, his/her progression toward step increases shall be interrupted a commensurate length of time with the leave of absence.

H. The County may give consideration, based on each individuals circumstances, to bargaining unit members who apply for light duty based upon a job-limiting illness or injury.

ARTICLE 18 INSURANCE

A. The County will provide and maintain insurance coverage for accident, health, life, and liability insurance as adopted by the Board of County Commissioners, Broward County, Florida, and shall be adopted and incorporated into this agreement by reference, including Heart and Lung Bill if applicable.

B. In the event that eyeglass and dental insurance coverage is made available to the general County employees, said coverage will also be made available to those employees covered by the scope of this agreement.

C. The County and the I.A.F.F. agree that participation in a certified Health Maintenance Organization (HMO) is available to bargaining unit members.

D. In the event an employee suffers the loss or damage of dentures, corrective eyewear and/or a watch in the line of duty, the County shall, after its investigation, reimburse the employee for actual expenses incurred for replacement or repair, up to a maximum of \$75 for corrective eyewear and \$50 for a watch per year. In the event a claim is denied, it shall be grievable.

E. For each member of the bargaining unit, the County will provide and maintain insurance coverage, as outlined in Section A, at no additional cost to the bargaining unit member, for a period not to exceed ninety (90) days, while on approved leave without pay. From the ninety-first (91st) day up to one (1) year, the bargaining unit member on authorized leave without pay will be responsible for the cost of the insurance coverage.

F. Bargaining unit members who retire under the Florida Retirement System shall be eligible to participate in the health, life and/or the dental insurance plan adopted by the Board of County Commissioners, Broward County, Florida. The retiree shall be responsible for the actual cost of the premium for each insurance coverage.

ARTICLE 19 SICK LEAVE

A. Members of the Bargaining Unit scheduled to work 24-hour shifts shall accrue sick leave at the rate of 9.6 hours per month. Employees assigned a normal 40-hour workweek will accrue at the rate of 8 hours per month. No new employee is eligible to utilize sick leave until three (3) months after his/her date of employment with the Fire Rescue Division, at which time he/she will be credited with sick leave hours as provided in this section.

B. Sick leave may be granted for the following purposes:

1. Personal illness or injury not connected with work;

2. Personal medical, dental or optical appointments, examination, or treatment which is necessary during working hours (Any such appointments for preventive purposes rather than for the diagnosis and treatment of illness or injury, must be scheduled during the employee's off-duty time.);
3. Exposure to a contagious disease which would endanger others;
4. Pregnancy and maternity leave; and
5. Participation in the County's Family Illness Leave Program up to forty-eight (48) hours per year for Bargaining Unit Members scheduled to work 24 hour shifts and up to forty (40) hours per year for Bargaining Unit Members scheduled to work a 40 hour workweek. For purposes of this Section, family members are defined as the following relatives: spouse, parents, children, step or foster children if domiciled in the household.

C. When a Bargaining Unit Member utilizes sick leave as provided in Section B above, sick leave will be debited as per current practice.

D. The maximum of unused sick leave that may be carried over from one calendar year to the next shall not exceed a total of sixty (60) shifts (1,440 hours) for the purposes of payment as described in Section E of this Article. For all other purposes as outlined in this Article, accrual of sick leave shall be unlimited.

E. Employees terminating their employment with the County for any cause whatsoever prior to completing three (3) years of continuous service shall forfeit all unused sick leave. After having completed three (3) years of continuous service, when a Bargaining Unit member resigns (or is terminated) from County employment, he/she shall be paid twenty-five percent (25%) of their accumulated sick leave accrual as of the effective date of separation. An employee who attains the required number of years of service and otherwise is eligible for retirement under the Florida State Retirement System shall receive fifty percent (50%) of his/her accrued sick leave as of the effective date of the retirement. In the event of death of a bargaining unit member, the employee's beneficiary or his/her estate shall be paid fifty percent (50%) of their accumulated sick leave accrual as of the effective date of separation.

Bargaining unit members with at least 650 hours of accrued sick leave at the time of his/her vacation pick (on or about January 7), may convert accrued sick leave hours above 650 to Annual Leave a 2 to 1 ratio (2 hours of Sick Leave for 1 hour of Annual Leave) to a maximum of 48 hours of Annual Leave. Employees must have a Sick Leave balance of 650 hours or more after any such conversion.

F. A medical certificate signed by a licensed physician, or other medical personnel deemed acceptable by the County, stating the reason(s) for such absence, the date(s) the Bargaining Unit Member was under the physician's care and the day on which the Bargaining Unit Member was able to return to work, may be required by a Bargaining Unit Member's Division/Office Head to substantiate a request for sick leave when:

1. After Five (5) occurrences in any continuing twelve (12) month period (an occurrence means a separate unconnected illness/injury for which sick leave is claimed), the employee shall present a doctor's excuse for any future occurrence.
2. The illness occurred while the employee was on vacation leave and a

- request is made to credit sick leave instead of vacation time;
3. If absence from duty due to illness occurs in conjunction with a Kelly Day and the employee has been notified or warned that a certificate will be required should further illness occur in conjunction with a Kelly Day.
 4. If the supervisor suspects abuse of sick leave because of an unusual, habitual or a developing pattern (i.e. Fridays/Mondays, before/after a holiday, etc.) the supervisor will inform the employee of the discovery and nature of the suspicion of abuse. The employee shall have the opportunity to offer an explanation of said use. In the event that the Bargaining Unit Member's explanation is unsatisfactory, the next time the employee requests to use sick leave, a medical certificate will be required in order for the supervisor to "approve" any future use of sick leave for 12 months from the date of notice.
 5. If any employee's request for annual leave is denied in writing for operational needs, and the employee subsequently claims illness, provided the date of request is made within two (2) months of the date requested.

A Bargaining Unit Member who is absent from work for a period of five (5) or more consecutive shifts, must obtain a medical certificate, signed by a licensed physician or other medical personnel acceptable to the County stating the reason(s) for such absence, the date(s) the Bargaining Unit Member was under the physician's care and the day on which the Bargaining Unit Member was able to return to work, prior to being allowed to return to work. The medical certificate required hereunder may be waived at the discretion of the Fire Rescue Director or designee.

The County shall have the right, at its discretion, to verify the report of the attending physician concerning the illness or injury of the Bargaining Unit Member.

Should it be discovered that the employee is taking sick leave under false pretenses, the time off shall be without pay. The employee may also be subject to disciplinary action.

G. 1. An employee who will not be able to report for an assigned shift because of illness must call the immediate supervisor as soon as possible, but in any event prior to 0700 hours, and give him/her the necessary information to fill in a sick leave form. Failure to timely notify the Division shall result in a loss of pay and may result in disciplinary action except in cases of emergency verified by the Division.

2. Should an employee who calls in sick in compliance with Section G-1 of this Article request and be able to report to duty later in the same shift, that employee may report to duty no earlier than 1200 hours, provided he or she calls in to the designated contact person/point at least one (1) hour prior to the expected report time. Failure to make such contact will eliminate the employee's option to report to duty during that shift. Established late report/AWOL procedures will apply to such approved alternate report time(s) on the same basis as for the 0800 hour report time.

H. Any employee utilizing sick leave either immediately before or after vacation, must comply with Section G of this Article and must submit a medical certificate in accordance with Section F.

I. Sick leave in excess of that accumulated by an employee shall not be granted. If an employee's illness extends beyond the period of time covered by his/her sick leave accrual, and annual leave accrual, then annual leave pool time for union members may be applied to the extent needed or available. Days lost due to illness or off duty injury after exhaustion of all accumulated sick and annual leave shall be charged to leave without pay, subject to approval by the Division. Requests for leave without pay which exceed three (3) months must be approved by the Division and the County Administrator.

J. Full time employees, after completing their probationary period, will be entitled to earn one paid shift off for any six (6) months thereafter that they do not use any sick leave. The time shall be used in the twelve-month period following the period in which it is earned.

K. Employees covered by this agreement may participate in the County's Sick Leave Donation program subject to the same guidelines and eligibility requirements as non-represented employees.

L. Effective 10/1/93, the provisions of the Family and Medical Leave Act of 1993 shall apply to members of the Bargaining Unit. Further, any leave policies affecting Bargaining Unit Members will at least equal the requirements set forth in the Family and Medical Leave Act of 1993.

ARTICLE 20 DISABILITY LEAVE

A. Bargaining Unit members who are disabled because of an injury arising out of, and in the course of their employment with the County, will receive supplemental payments from the County, which when added to Worker's Compensation payments would equal their full pay for a specified period of time without charge against annual or sick leave. The disability must be of an immediate incapacitating nature, not one which occurred at some time in the past. If an injury occurs as a result of the employee's failure to comply with established safety rules and procedures, or failure to use provided personal protective safety equipment, he/she may be denied supplemental disability pay.

B. If at any time worker's compensation benefits are discontinued or suspended under the provisions of the Florida Worker's Compensation Act, disability leave and any County supplemental payments made pursuant thereto shall be discontinued.

C. In order for an employee on disability leave to remain eligible for supplemental payments, he/she must contact the office of the Fire Rescue Division at least once each work week while the employee is on disability leave in order to report as to his/her medical condition and prognosis.

D. If an employee is unable to perform his/her regularly assigned duties as a result of an injury, but is still able to perform some type of work, the employee may be assigned by the Division other work or duties in the Division during the period of his/her recuperation with preference at the Airport Fire Station. Any employee physically able but unwilling to accept such an assignment shall be ineligible for disability leave and shall not receive any supplemental payments from the County.

E. Management may order any employee on disability leave to be examined by

a physician who is selected and/or approved by the Human Resources Division. If the employee refuses to be examined, then that employee shall be immediately removed from disability leave and shall be ineligible to receive any supplemental payments from the County

F. Disability leave and any supplemental payments authorized as a result of such leave shall not exceed eight (8) workweeks for any one injury or multiple injuries occurring in one (1) accident or mishap. If an employee is unable to return to work at the end of the eight (8) workweek period, such employee shall be considered as automatically placed on a leave of absence without pay. However, a Division or Department Head may petition the Human Resources Division to continue an employee on disability leave with supplemental payments for an additional period of time not to exceed eight (8) workweeks, provided that sufficient grounds are given by the Director or Department Head and the extension is approved by the County Administrator. This provision shall not entitle any employee as a matter of right to an extension of disability leave.

G. An employee who has exhausted his/her disability leave shall be given an opportunity to exhaust all accumulated annual leave and sick leave and shall thereafter be placed on a leave of absence without pay and be entitled to reemployment in the first available position for which he/she is qualified and which is similar in pay unless the pay requirement is waived by the returning employee. This provision shall only grant to a returning employee the right to reemployment with Broward County on a priority basis when a position is available in County service. This right will exist for one (1) year from the time when the employee goes on leave of absence without pay.

H. Florida Statutes relating to Fire Fighter Disability, (Heart & Lung Bill) if in effect, shall apply to unit employees.

I. In the event increases in disability benefits are made available to general County employees, said benefits will also be made available, on the same terms, to those employees covered by the scope of this Agreement.

ARTICLE 21 FUNERAL LEAVE

A. Funeral leave of one and one half (1 ½) twenty-four (24) hour shift with pay will be granted for absence from duty of an employee in the event of death in his/her immediate family.

B. Funeral leave of two (2) twenty-four (24) hour shifts with pay will be granted for absence from duty of an employee in the event of a funeral outside the state of Florida for a member of the employee's immediate family.

C. If an employee needs to be absent in excess of the shifts described in A and B above, an automatic shift exchange will be granted upon notification to the County; or the employee may charge an extra shift to annual leave (if accrued), or to leave without pay if the employee has no annual leave accumulated, or to the annual leave pool if approved by the Union in accordance with established practice.

D. The employee's immediate family shall be defined as the employee's: spouse, father, mother, son, daughter, brother, sister, father-in-law,

mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parent, step-child, step-sister, step-brother, persons determined in loco parentis (in the place of the parent) by the Human Resources Director, or any relative or a legal dependent who is domiciled in the employee's household. In the event of the death of an individual not a relative domiciled in the employee's household, the employee may be granted one (1) shift of emergency annual leave, if accrued, or leave without pay if the employee has no annual leave accumulated.

E. The employee shall provide upon request the Division/Office Head with sufficient proof of a death in his/her family before compensation is approved and paid.

ARTICLE 22
ANNUAL LEAVE

A. Full time employees who are members of the Bargaining Unit and who have successfully completed their initial hiring probationary period are eligible to take accrued Annual Leave. Annual leave shall be accrued with reference to years of continuous service and is earned as of an employee's most recent date of employment. Leaves of absence without pay, will not be included in the computation or accrual of annual leave. Annual leave, if accrued, may be granted to probationary employees only in the event of an emergency and must receive the approval of the Assistant Fire Chief.

B. 1) Assuming a work schedule of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty, annual leave shall be earned based upon County service, as follows:

Less Than 5 Years 115.2 hours

5 Years But Less Than 172.8 hours

15 Years

15 Years and Over 230.4 hours

2) Those members of the bargaining unit assigned to a normal County forty (40) hour workweek will accrue annual leave based upon County service, as follows:

Less Than 5 Years 80 hours

5 Years But Less Than 120 hours

15 Years

15 Years and Over 160 hours

C. Vacations are recognized to be intended for the purpose of rejuvenating both physical and mental faculties, and all County employees are urged to take advantage of this benefit on a yearly basis. Accordingly, the maximum of unused annual leave that may be carried over from one calendar year to the next shall not exceed a total of three hundred and sixty (360) hours. Excess annual leave will be forfeited as of the date for computation unless otherwise scheduled as described below. The date for computation of excess leave for each year will be the end of the last pay period which began in

that calendar year. Any deviation from the authorized maximum accumulation must be documented and must be approved by the County Administrator. If a bargaining unit member has attempted in good faith to request and schedule annual leave during the calendar year sufficient to bring his/her annual leave accrual below the 360 hour maximum by the end of the last pay period which began in that calendar year, and such annual leave requests have not been approved for reasons outside of the employee's control, management will work with the employee to arrange a schedule for use of the excess annual leave during the month of January.

D. Annual leaves are scheduled by the Division Director or his designee, who shall approve requests as described below on the basis of seniority and the operational needs of the Division. Leave requests must be submitted for approval by January 1 for leaves during the period beginning February 1 of the current year and ending January 31 of the following year. Any leave request submitted at other times of the year will be approved or denied solely with reference to operational needs. Employees submitting leave requests at the proper time may designate a second choice of dates. Annual leave may be requested or granted only in full shifts and not in portions thereof (other than leave pool utilizations); however, annual leave of not less than four (4) hours may be granted within two (2) weeks of the day of the leave, subject to the operational needs of the division. Vacation dates may be exchanged by two (2) employees on the same shift by mutual agreement and with prior approval by the Fire Rescue Division Chief or his designee.

E. An employee who exhausts his/her sick leave may utilize annual leave to cover a continuing absence due to illness.

F. Any member of the bargaining unit who is separated in good standing from service with the County, shall be compensated for all unused accrued annual leave at the employee's basic rate of pay at the time of separation.

G. Members of the Union may contribute up to one (1) shift, twenty-four (24) hours, per year of annual leave to a paid annual leave pool to be used by members of the Union. The Union President, or designee, shall notify the Director of the Fire Rescue Division, or designee, of the Union's desire to allocate leave from this pool to any Union Member.

A request from the employee must be submitted in writing before such assignment is effected. There will be no cost to the County for pool leave utilization. Utilization of the annual leave pool in one hour increments will be for employment related activities and benefits including Union business as determined by the Union President.

H. Employees covered by this agreement may participate in the County's Compassionate Annual Leave Donation Program subject to the same guidelines and eligibility requirements as non-represented employees.

ARTICLE 23 HOLIDAYS

A. The following eleven (11) days are designated as holidays, the pay for which shall be computed for the actual day designated by the Commission, if different from the date contained herein.

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

Two (2) Personal Days

B. Each employee who completes a year of continuous service as of the beginning of each fiscal year (October first) shall receive an accrued compensation of 124.8 hours of pay based on the employee's basic rate of pay being earned when the check is issued. Employees who leave the County's employ prior to the end of the fiscal year, shall be paid at the rate of 9.6 hours at the rate of pay at time of termination for each holiday which occurred prior to his termination except personal days shall be forfeited.

C. Pay for accrued holidays and premium time provided for in Section B and Section D shall be distributed by the County to Employees in a single check for holiday pay in the last full pay period in the fiscal year the holidays are earned.

D. Each employee who works one full contract year is considered to have worked an average of three shifts annually on the designated holidays defined in Section A, above. Compensation for those three days shall be computed and credited on each qualifying employee's basic rate of pay for an additional forty (40) hours at the employee's basic rate of pay.

E. An employee who is scheduled to work a holiday but fails to report and work the scheduled holiday without approval shall not be paid for the day and shall forfeit twelve (12) hours of the forty (40) hours, above.

F. For the purpose of defining the holiday, the shift beginning at 0800 hours on the actual day observed as the holiday is considered the beginning of the twenty-four (24) hour period.

G. Any employee who is not scheduled to work on a designated holiday who is required to work a holiday shall be paid double time for the hours actually worked on the holiday. For purposes of this section only, the holiday shall be defined as from midnight to midnight of the calendar day on which the holiday is observed.

H. Shift exchange by employees, when approved, shall constitute no additional cost for holiday pay or premiums to the County for employees involved in the shift exchange.

I. In the event the County Commission during the term of this agreement grants a day or days off in addition to those set forth in Section A above,

employees are to be compensated for 13.6 hours on the same basis as a regular holiday except that employees who leave the County's employ during the term of this agreement would be excluded from the extra County approved day or days. If the County Commission grants an extra one-half (½) day, the compensation shall be 6.8 hours.

ARTICLE 24
UNION BUSINESS

A. Two (2) members of the Union, designated by the President, shall be allowed time off without pay to attend the Union's State Convention. Each delegate shall be allowed to take off two (2) shifts annually for this purpose.

B. Two (2) members of the Union, designated by the President, shall be allowed time off without pay to attend the Union's International Convention. Each delegate shall be allowed to take off two (2) shifts once every two (2) years.

C. Designated delegates may utilize annual leave to attend the conventions.

D. Annual leave pool allocations may be utilized for Union business.

E. It shall be the Union's responsibility to coordinate with management for the providing of coverage or replacement personnel for union members attending an approved function.

ARTICLE 25
PAYROLL DEDUCTIONS

A. Upon receipt of written authorization by an employee, counter-signed by the Union President or Vice-President, the County will deduct, bi-weekly, from that employee's wages the amount specified as Union deductions on the authorization. It shall be the responsibility of the Union to notify the County, in writing, of any across-the-board changes in the dues structure at least thirty (30) days before the change is to become effective. The County shall not deduct Union fines, penalties, or assessments from the wages of individual members.

B. Any member of the Union may request that the County cease deducting Union membership dues from his or her wages by providing the County and the Union with thirty (30) days' written notice.

C. If an employee does not receive a salary check in any pay period or if the check is not large enough to satisfy dues deduction, the County will make no collection from that employee.

D. The Union shall indemnify and hold harmless the County from any and all claims, demands, or expenses in connection therewith based upon the County's participation in dues deduction under this Article. The County shall have no responsibility or liability for any monies once sent to the Union, nor shall the County have any responsibility or any liability for the improper deduction of dues. Further, the Union shall hold the County harmless for any non-intentional errors in the administration of the dues deduction system.

E. The Union hereby authorizes the County to rely upon and honor

certifications by the Treasurer of the Union regarding the amount to be deducted and the legality of the adopting action specifying such amount of Union deductions.

F. Amount withheld as payroll deductions shall be paid by check to the Union within thirty (30) calendar days of the date on which the amounts were withheld.

G. The County will provide two payroll deduction blocks in addition to dues deduction which the Union may utilize for uniform assessments and/or voluntary deductions under the same conditions as described in this Article for dues deductions.

ARTICLE 26 REPRESENTATION OF THE UNION

A. The membership of the Union shall be represented by the President of the Union or by a person or persons designated in writing to the Division Director and the Labor Relations Officer by the president of the Union. The identification of representatives shall be made as soon as possible following any change. The President of the Union, or the person or persons designated by said President, shall have full authority to conclude a collective bargaining agreement on behalf of the Union, subject only to majority vote of those Union members voting on the question of ratification.

B. It is understood that the Union representative or representatives are the official representatives of the members of the Union for the purpose of negotiating with the County. Such negotiations entered into with persons other than those as defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the Union. It shall be the responsibility of the Union to notify the Division Director in writing of any changes in the designation of the president of the Union or of any certified representative of the Union.

ARTICLE 27 REPRESENTATION OF THE COUNTY

A. The County shall be represented by the County Labor Relations Officer or persons designated in writing by the County Administrator. The Labor Relations Officer or the designee of the County Administrator shall have authority to execute an agreement on behalf of the County pending acceptance by the County Administrator and subsequent ratification by official resolution of the County Commission.

B. It is understood that the Labor Relations Officer or the County Administrator's designee is the official representative of the County for the purpose of negotiating with the Union. Negotiations entered into with persons other than those as defined herein, regardless of their position or association with the County, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the County.

ARTICLE 28 NO STRIKE OR LOCKOUT

A. The Union agrees there shall be no strikes, stoppage of work, or any

interference with the efficient management of the Fire Department. The County, in return, agrees that there shall be no lockout of employees.

B. Nothing contained in this Agreement shall be construed so as to prevent either party from exercising any rights which it might have under local or state law. Nor shall this Agreement be construed so as to prevent recourse to any Court of competent jurisdiction, either law or equity, for enforcement of, or for breach of the contract.

ARTICLE 29
SERVICE TO THE UNION

A. The County shall furnish the Union:

1. One (1) copy of the Civil Service Rules and Regulations,
2. Three (3) copies of the Executed Labor Agreement, and
3. One (1) copy of Operations Procedures Manual.

The County shall furnish all updates of the above documents to the Union as promptly as possible.

B. Requests for other documents will be handled pursuant to Florida Statute 119 (Public Records Act). A book of current County Administrative Orders will be available for reference at the Fire Rescue Division office, and specific excerpts will be furnished to the Union upon request of the Union President or his designee.

C. In case of conflict between the Labor Agreement and the Civil Service Rules and Regulations, the Labor Agreement shall prevail.

D. In case of conflict between a specific provision of the OPM and a specific provision of this Labor Agreement, the Labor Agreement shall prevail.

ARTICLE 30
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union for the life of this Agreement, each voluntarily and irrevocably waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

ARTICLE 31
NEGOTIATION PROCEDURE

Negotiation for renewal, amendment, or termination of this Agreement shall commence as provided for by the laws of the State of Florida.

ARTICLE 32
RIGHTS PRESERVED

A. All rights and authority of the County in force prior to this Agreement shall continue in full force and effect unless specifically amended by this Agreement.

B. All rights and benefits enjoyed by bargaining unit employees prior to this Agreement shall continue in full force and effect unless specifically amended by this Agreement.

ARTICLE 33
SEVERABILITY CLAUSE

Should any provision of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted Federal or State Legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 34
EDUCATIONAL REIMBURSEMENT/LEAVE

A. Employees covered by this Agreement may participate in the County's General Education Reimbursement Program. Participation in this program is intended to cover undergraduate/graduate and other course work consistent with the program's guidelines that are not otherwise covered by the continuing training reimbursement program in Section B below.

B. Educational reimbursement for continuing training for bargaining unit employees will be administered by the Division Director or his/her designee. The amount of reimbursement from all sources received for continuing training such as seminars, skill improvement course, and short study program shall not exceed one hundred percent (100%).

1. Written applications requesting reimbursement will be submitted to the department head (through the Division Director) for review in order to assure that the course of study is job related, and will increase the knowledge or assist the production of the employee in his/her work.
2. The Division Director or his/her designee will review the requests and made a determination as to which requests are approved, together with the amount of reimbursement, in accordance with established criteria.
3. All reimbursements for continuing training will be subject to the amount available in the Division's Educational Reimbursement Fund, not to be less than \$5,000 per contract year.

C. Any off-duty member who is required by the Department to attend schools, seminars or training activities will be compensated at his/her normal rate of pay or the overtime rate, if applicable.

D. Members of the Bargaining Unit may receive up to sixty (60) hours per year with pay as educational leave to attend conferences, seminars or college course work of job related educational nature, subject to the approval of the Director. Such leave will be in one hour increments, with a minimum of four hours off per occurrence if the leave would cause the need for overtime.

ARTICLE 35
CIVIL DUTY

A. An employee covered by this Agreement who is required by the department or by subpoena to appear before a court, public body, or commission or to give deposition during off-duty hours on any matter arising out of his employment shall be compensated for actual verified time spent for such appearance with a minimum of two (2) hours compensation at his/her basic rate of pay, or the overtime rate if applicable.

B. Members of the Bargaining Unit who are summoned for jury duty will receive time off to comply with this civil duty without loss of pay. The County must be notified upon receipt of a jury duty summons. If a duty day falls on the day before the first day of jury duty, the employee shall be relieved from duty at 7:00 p.m. without loss of pay.

C. Employees shall retain compensation received for performing civil duties described in Section A and B above in addition to the compensation received from the County under this Article.

D. Employees may be granted up to one hour off for voting on election days when it is not feasible for them to vote before or after working hours.

ARTICLE 36 LEAVE ALLOTMENT

The parties recognized that minimum staffing, as the Airport Rescue Fire Service is currently organized, is seven persons below the rank of Battalion Chief per shift.

When on duty personnel below the rank of Battalion Chief exceeds seven on a shift, the parties agree to continue the practice of allowing up to four employees beyond minimum staffing to be off on that shift for annual leave or Kelly Days.

Notwithstanding the above, when minimum staffing levels are exceeded, the Fire Chief or designee may authorize additional leaves beyond the four stated above.

ARTICLE 37 PENSION

The County agrees that all eligible members shall remain in the Florida Retirement System, Special Risk Class.

ARTICLE 38 RULES & REGULATIONS

A. It is agreed that the misapplication of rules and regulations which apply to, and only to the extent they apply, to the members of this Bargaining Unit shall be subject to the grievance procedure.

B. The provisions of this contract shall not be construed to repeal, amend, or modify the provisions of any law or ordinance establishing a merit or Civil Service system for public employees or the rules and regulations adopted pursuant thereto, unless the provisions of such merit or Civil Service system laws, ordinances or rules and regulations adopted pursuant thereto are in conflict with the provisions of this contract in which event such laws, ordinances or rules and regulations shall not apply.

C. Rules and Regulations for the purpose of this Agreement shall be defined as and include Civil Service Rules & Regulations, Operations Procedures Manual and any other written orders which apply to the members of this Bargaining Unit.

D. Rules and Regulations in effect as of the signing of this Agreement, shall be the basis of proposed changes and additions thereto.

E. It is agreed that the County has the right to formulate, change or modify reasonable rules, regulations, and procedures consistent with the conduct of its operations. Where a written rule, regulation or procedure exists that pertains to the exercise of a particular management right or provision of the labor agreement, the County agrees that the exercise of that right or provision will be in conformance with that existing rule, regulation, procedure, policy or provision. Proposed changes or additions to Rules and Regulations which apply to members of this Bargaining Unit shall be forwarded to the Union for review and input at least thirty (30) working days prior to the proposed implementation. When changes or additions are urgent, the Fire Chief may implement on an interim basis, pending Union review. The parties agree that wages, hours, and terms and conditions of employment as specifically set forth in this labor agreement, shall not be changed except by mutual consent.

In the event management proposes to change or formulate a rule or procedure, and the parties disagree as to whether the new or modified rule or procedure requires the mutual agreement of the parties prior to implementation, and the parties are unable to agree on the proposed rule or procedure, either party may exercise their right under Article 12, (Grievance & Arbitration Proceedings) of this Agreement to file the disputed issue on a completed grievance form to arbitration for resolution.

F. No disciplinary action will be taken for violation of a posted rule or regulation until the employee has completed one duty shift after posting, except when it can be demonstrated that the employee was made aware of the rule or regulation.

G. If, in the sole discretion of the County Administrator, or in his/her absence, the County official so designated by law to act in his/her absence, it is officially declared that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended by the County Administrator during the time of the declared emergency, provided that wage rates and monetary benefits shall not be suspended. This provision is subject to grievance and arbitration procedures.

ARTICLE 39

PERSONAL VEHICLE USAGE

A. An employee who is authorized in compliance with County policy to operate their personal vehicle for County business, and who is requested and voluntarily agrees to use his/her personal vehicle if available for authorized County business, shall be reimbursed at the established County rate per mile or applicable state rate, whichever is greater, and in accordance with County policy for use of said personal vehicle.

ARTICLE 40

TERM OF AGREEMENT

Section 1. The provisions of this agreement shall be effective for the fiscal years 1997/1998, 1998/1999, and 1999/2000 upon ratification of the Unit membership and approval of the Board of County Commissioners for Broward County, Florida except as otherwise specifically provided in the agreement and as provided for in Sections 2 of this Article, and shall continue in force through September 30, 2000. Thereafter, this Agreement shall remain in effect until a successor agreement is approved by the Board of Broward County Commissioners.

Section 2. During the term of this Agreement, by mutual consent of the parties, this contract may be re-opened with thirty (30) days notice to discuss specific issues, which will be agreed upon mutually by both parties prior to commencement of negotiations.

If the parties are unable to agree upon an amendment to this contract, then the discussions shall cease and the parties will not utilize the Public Employee Relations Act (PERA) statutory impasse resolution procedure.

ARTICLE 41
LETTERS OF UNDERSTANDING

The letters of understanding listed below are included in this agreement and will continue in effect throughout the term of the agreement.

- 1) November 4, 1991 - re: Seniority and Linens
- 2) March 5, 1992 - re: Airport Fire Station Assignments

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representative, as of this ____ day of _____ 19____.

INTERNATIONAL ASSOCIATION BROWARD COUNTY, FLORIDA
OF FIREFIGHTERS BOARD OF COUNTY COMMISSIONERS LOCAL 2019

BY _____ BY _____

President Commission Chairperson

BY _____ BY _____

Secretary County Administrator

BY _____ BY _____

Negotiating Team Member Witness

BY _____ BY _____

Negotiating Team Member Witness

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