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Agreement between the Broward County Professional Paramedics and Fire Fighters, Local 3333, International Association of Fire Fighters (IAFF), AFL-CIO and the Government Supervisors of Broward Co., FL, 2000-2001

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Broward County Professional Paramedics and Fire Fighters, Local 3333, International Association of Fire Fighters (IAFF), AFL-CIO

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**Local** Local 3333, Broward County Professional Paramedics and Fire Fighters

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**Bargaining Agency** Government Supervisors of Broward Co., FL

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**Contact**

**Full text contract begins on following page.**

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COLLECTIVE BARGAINING AGREEMENT

- Between -

THE BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

- And -

BROWARD COUNTY PROFESSIONAL  
PARAMEDICS AND FIREFIGHTERS  
LOCAL 3333, OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

Effective FY 2000/2001

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## **ARTICLE 1**

### **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 Broward County Professional Paramedics and Fire Fighters, Local 3333, International Association of Fire Fighters, 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 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, operational and procedural manuals, ordinances, regulations, or practices of the County which are contrary to or inconsistent with the terms of this Agreement.

## ARTICLE 2

### RECOGNITION

**A.** For the purposes of this Agreement and the provisions herein contained, the County recognizes the Union as the exclusive bargaining agent for the bargaining unit consisting of the employees filling the job classifications within the Broward County Division of Fire Rescue as described below:

**Included:**

1. Firefighter/Paramedic, Fire Rescue Driver Engineer, Fire Rescue Lieutenant, Fire Rescue Captain, Fire Rescue Battalion Chief, Fire Rescue Division Chief.

2. The following classifications are included in the bargaining unit only while incumbents occupy those classifications:

Firefighter, Paramedic, Driver Engineer, Rescue Lieutenant, Rescue Captain, Rescue Battalion Chief, Rescue Division Chief, Fire Lieutenant, Fire Captain, Fire Battalion Chief, and Fire Division Chief.

No future appointments or promotions will be made to these classifications. As positions with these assigned classifications become vacant, they will be reclassified to one of the classifications listed in sub-section 1 above. The intent of this sub-section is that over time and through attrition the job classes listed herein will be eliminated from the bargaining unit.

**Excluded:**

Director of Fire Rescue, Deputy Fire Rescue Chief, Assistant Fire Rescue Chief,

Special Projects Coordinators, all clerical classifications, all maintenance classifications and any other support staff members in classifications not specifically included above.

- B.** The Parties agree to mutually petition the Florida Public Employees Relations Commission (PERC) to amend the bargaining unit consistent with the language of Section A of this Article. Therefore, it is understood that no changes in the composition of said bargaining unit as described in Section A may occur during the term of this Agreement until all procedural steps provided for by Chapter 447, Florida Statutes have taken place, or the parties mutually agree to such changes.
- C.** Job titles not now existing in the Fire Rescue Division, created during the term of this Agreement and encompassing work currently assigned to bargaining unit members, shall include one (1) of the designations listed in Section A of this Article unless otherwise mutually agreed to by the parties. The Fire Rescue Division Chief/Director may make temporary work assignments not to exceed twelve (12) months unless mutually agreed to by the parties. Twelve (12) months after the signing of this Agreement either party may reopen paragraph C of this Article. These negotiations would be subject to the 447 Impasse Procedure.
- D.** Creation of New Classifications: Newly created classifications shall be implemented after notice to the Union, with the right for the Union to negotiate compensation for said new classification prior to implementation.



### **ARTICLE 3**

#### **NON-DISCRIMINATION**

No employee covered by this Agreement shall be discriminated against by the County or the Union because of residential living arrangements, and/or as otherwise protected by law, i.e: Civil Rights Act of 1964 and the Broward County Human Rights Act. Any such claim must be referred to the Broward County Division of Equal Employment and Small Business Opportunity.

## ARTICLE 4

### PAYROLL DEDUCTIONS

- A.** Upon the receipt of written authorization by an employee, the County will deduct bi-weekly, from that employee's wages the amount specified as Union deductions on the authorization and any additional funds designated by the employee, (i.e., dues, uniform deductions, union insurance deductions, additional deductions). The County shall permit the Union to maintain two separate payroll deduction slots (one pre-tax and one post-tax) designated specifically for the Union Insurance Trust Fund. 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 30 days before the change is to become effective. The Union will also supply at that time to the County a list of all members contributing excess funds, and the amounts and purpose of said funds. The County shall not deduct Union fines, penalties, or special assessments from the wages of individual members.
- B.** 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.
- C.** Any member of the Union may request that the County cease deducting Union membership dues from his/her wages by providing the County and the Union with thirty (30) days written notice. The County will make every effort to notify the Union as soon as possible of such withdrawals.
- D.** The Union shall indemnify and hold harmless the County from any and all claims or demands 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. 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 legality of the adopting action specifying such amount of Union deduction.
- F.** Amounts withheld as payroll deductions shall be paid by check or wire transfer to the Union within thirty (30) calendar days of the date on which the amounts were withheld. The County and the Union will be responsible for any charges imposed by their respective financial institutions for maintaining any accounts or financial transactions.

## ARTICLE 5

### SERVICES TO THE UNION

- A.** The County shall furnish the Union a copy of all written rules and regulations pertaining to employer-employee regulations, including but not limited to: County Administrative Orders, Personnel Rules, Civil Services Rules, Division Operational Procedures, Special Orders, General Orders, Bulletins, Training Notices, Videos, and other available material regularly distributed to members of the bargaining unit.
- B.** The Union shall be permitted to utilize the Division "inter-office mail system" and make attachments to the paychecks. The Union will submit material to be placed in the "inter-office mail system" or attachments to the paychecks, to the County within a reasonable time prior to the mail going out or the paychecks being distributed. The mail and attachments to be distributed will be informative to the members. Management may, however, ask the Union for assistance in making those attachments to the paychecks.
- C.** This Agreement shall be printed and supplied to the Union. The Union will receive twenty (20) copies, and one (1) copy to all work locations, by the County, within sixty (60) working days following ratification, at no cost to the Union.
- D.** The County shall designate a computer terminal with e-mail access to the Union. Said computer terminal shall be located at a mutually agreeable location.

## **ARTICLE 6**

### **LABOR MANAGEMENT RELATIONS**

- A.** The Director of the Fire Rescue Division on request, shall schedule a conference with the Union leadership to discuss subjects of concern. Such conferences may be requested by the Fire Rescue Director, or the Union President, and shall be scheduled not less than once every two months.
- 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 re-opening of negotiations or resolution of grievances.
- C.** There shall be a Labor Management Committee consisting of representation from Local 3333 and Management. The committee shall meet on request of either party, and at least quarterly, to discuss and develop the Operations Policy Manual. The Committee shall have the authority to make recommendations to the Division Director.

## ARTICLE 7

### SAFETY/HEALTH/WELLNESS

- A.** The parties agree to abide by published standards on sanitation, safety, and health in accordance with applicable Federal, State and County Statutes, or ordinances pertaining thereto, as mutually agreed upon by the Joint Occupational Safety and Health (J.O.S.H.) Committee.
- B.** Protective devices, wearing apparel, and other equipment necessary to properly protect the Bargaining Unit Members shall be provided by the County, and shall meet or exceed the level of protection currently provided to the personnel.
- C.** J.O.S.H. committee shall be established. This Committee shall at a minimum include two (2) representatives and one (1) alternate representative of the Fire Rescue Division's management, two (2) representatives and one (1) alternate of the Broward County Professional Paramedics and Fire Fighters, I.A.F.F. Local 3333, and the Director of Risk Management or his/her designee, and additional members as mutually agreed to by both parties. One member, elected by the Committee, shall serve as the Chairperson. Chairperson ship shall be on a one year rotating basis. One member, elected by the Committee, shall serve as Secretary.
- D.** This committee will meet at mutually agreed times, when called by the Chairperson, Union or Management. The purpose of such meetings is to discuss safety and health issues and make recommendations concerning safety and health practices of the Fire Rescue Division. The purpose of such meetings shall not be to resolve grievances or negotiate contract

language.

- E.** The two (2) primary J.O.S.H. Committee members shall be permitted to attend committee meetings on duty without the use of union time pool. Off duty attendance shall be compensated at the appropriate rate of pay.
- F.** The J.O.S.H. Committee shall conduct meetings for the purpose of developing and making recommendations for implementing Safety/Health/Wellness programs and shall monitor such programs for effectiveness.
- G.** The J.O.S.H. Committee established by this Agreement may evaluate changes in specifications for protective clothing, equipment, tools, appliances and apparatus that relate to safety, before implementation by the Division, and may issue advisory reports to the Director of the Division concerning such changes. The Committee shall be notified in advance of any proposed changes to the above-mentioned specifications.

## ARTICLE 8

### EMPLOYMENT AND PROBATION

- A.** Consistent with the mutual desire for an integrated Fire Rescue System, eligibility for employment in a bargaining unit position shall be, at a minimum, a Florida State Certified Firefighter with a Florida State Certified Paramedic Certification.
- B.** New employees shall be considered on probation for a period of twelve (12) months of active duty from the date of their employment. The initial probationary period may be extended for up to an additional ninety (90) calendar days of active duty upon the written request of the Division Director and the approval of the Director of Human Resources. Probationary employees may be discharged during their probation period for any reason which the employer deems to be adequate, except a probationary employee shall not be discharged in violation of the nondiscrimination provisions of this Agreement. Such decision shall not be subject to the grievance procedure.
- C.** When an employee is promoted, the employee shall serve a six (6) month promotional probationary period. If a promoted employee fails to perform satisfactorily the duties of the higher position during the probationary period in that position, he/she shall be returned to the position held prior to the promotion. The question of satisfactory performance as an officer is within the sole discretion of the County, and such a demotion while on probation shall not be subject to the grievance procedure.



## **ARTICLE 9**

### **PERSONAL VEHICLE USAGE**

- A.** An employee assigned to a station location and who is required to leave the station after reporting to duty for reassignment to another station during the same work day, and uses his/her personal vehicle if available for this or other 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.
- B.** The County agrees to attempt to minimize the frequency of use of personal vehicles under this Article, if practicable.
- C.** The issue of reimbursement shall not be dispositive of the issue of whether the employee was operating their vehicle for County business. Further, the County understands that not all employees may have a personal vehicle available for use, nor may they wish to use their personal vehicles on County business. In such cases, employees will not be reprimanded for lack of availability or declining to use their personal vehicles.

## **ARTICLE 10**

### **LIBRARIES**

**A.** The County will provide and maintain the following reference materials at all Fire and Rescue Stations as designated below, including, but not limited to:

- I. Operations & Policy Manuals (OPM).
2. International Fire Service Training Association (IFSTA) manuals for all fire stations.
3. A complete and continually updated copy of the Civil Service Rules and Regulations will be maintained at all Chief Officers' work locations.
4. An updated pharmaceutical reference book for all ALS units.
5. A dictionary.
6. An updated paramedic manual for all ALS units.

**B.** An additional selection of reading materials and training aids will be maintained and upgraded in the Training Division/Bureau, and will be available to employees upon request.

## **ARTICLE 11**

### **LOSS OR DAMAGE OF PERSONAL GOODS**

It is recognized by the County that members of the Bargaining Unit utilize watches, hearing aids, corrective eyewear, and dentures in the performance of their duties. It is agreed that the County will replace these personal items damaged or lost in the line of duty provided adequate proof is presented to the appropriate supervisor and operations chief. It is understood that, in rare cases, other personal items may be lost or damaged, and in these cases, the employer shall provide replacement, provided the individual has submitted a list of personal items used in the performance of duty to the Fire Rescue Director for approval (on a form prepared by the County and made available to all Bargaining Unit Members). There shall be a per occurrence limit of \$75.00 for corrective eyewear, hearing aids, and dentures; \$50.00 for watches; and \$25.00 for all other approved items.

## ARTICLE 12

### LEAVE OF ABSENCE WITHOUT PAY

- A.** A leave of absence without pay of up to three (3) months (90 days) may be granted, at the discretion of the County, to a full-time non-probationary Bargaining Unit Member for illness, parenting, education, training or other personal good and sufficient reason and subject to the approval of the Division Director, the Department Director and the Director of Human Resources. The request and approval of such leave of absence will be in writing. The leave may be extended, at the discretion of the County, beyond ninety (90) days and up to a maximum of one (1) calendar year upon the recommendation of the Division and Department Directors, subject to approval of the County Administrator. If an employee fails to return to work upon expiration of the approved term of leave, the employee may be subject to disciplinary action in accordance with the appropriate Article of this agreement.
- B.** The County will continue to maintain all insurance coverage for the Bargaining Unit Member for the first ninety (90) days of a leave of absence without pay. During any additional approved leave without pay, the employee may elect to continue his/her insurance coverage and if so, shall be responsible to pay the premium cost.
- C.** Any employee who obtains any new, unauthorized outside employment while on authorized leave of absence without pay, automatically forfeits his/her position with the County, unless the leave of absence is for the purpose of running for political office (as per Civil Service Rules).
- D.** An employee returning from leave of absence without pay shall be entitled to employment in

the same Division/Office and same rank/class in which the employee was employed at the beginning of the leave, and the appropriate salary.

- E.** During any approved leave of absence without pay in excess of thirty (30) days, no seniority shall be accumulated after the thirtieth (30th) day of leave. However, previously earned seniority shall be retained.

## **ARTICLE 13**

### **CIVIC DUTY**

- A.** An employee covered by this Agreement who is required by the Division/Department or subpoenaed to appear before a court, public body, or Commission to give testimony, or to give testimony at a deposition, during off-duty hours on any matter arising out of his/her employment, shall be compensated for actual time spent for such appearance with a minimum of three (3) hours of compensation at his/her regular rate of pay or premium overtime rate if applicable. Any employee required to make such appearance before 10:00 A.M. in this section on a day following a duty day shall be released from duty at 7:00 A.M. The employee shall provide notice of such appearance as soon as possible after receipt.
- B.** Members of the Bargaining Unit who are summoned for Jury Duty will receive time off to comply with this Civic Duty without loss of pay. The County must be notified upon receipt of a Jury Duty summons.

#### **Employees on a 24/48 hour schedule:**

If a duty day falls on the day before the first day of Jury Duty, the employee shall be relieved from duty at the halfway point of the shift without a loss in pay. Employees who are released from jury duty without obligation to return, on a regular duty day, shall report to work. The employee shall be given a maximum of two (2) hours from their release to report to duty. Bargaining unit employees may request additional time to report to work based on extenuating circumstances. Any additional time shall be subject to approval by an Assistant Chief or Deputy Chief, which approval shall not be unreasonably denied.

**Employees on a 12 hour schedule:**

Employees working on the night shift shall not be required to report to duty on the shift the night before the first day of Jury Duty. Employees released from Jury Duty without obligation to return, shall report to work a maximum of two (2) hours from release from Jury Duty.-Bargaining unit employees may request additional time to report to work based on extenuating circumstances. Any additional time shall be subject to approval by an Assistant Chief or Deputy Chief, which approval shall not be unreasonably denied.

**Employees on 40 hour work week:**

Employees shall be released from duty without a loss in pay to comply with Jury Duty. Employees released from Jury Duty without obligation to return shall report to duty. The employee shall be given a maximum of two (2) hours from his or her release to report to duty. Bargaining unit employees may request additional time to report to work based on extenuating circumstances. Any additional time shall be subject to approval by an Assistant Chief or Deputy Chief, which approval shall not be unreasonably denied.

**ARTICLE 14**

**MILITARY LEAVE**

Military Leave shall be granted in accordance with Broward County Civil Service Rules and Regulations, Broward County Ordinances, State and Federal law.



## **ARTICLE 15**

### **LEGAL COUNSEL**

- A.** Upon three (3) days advance notice to the County Attorney's office, Legal Counsel provided by the County will be made available to a 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. Notice may be waived by the County Attorney in unusual circumstances.
- 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/her 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**

**SAVINGS CLAUSE**

- A.** Should any provision of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted State or Federal 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 this Agreement.
- B.** In the event of invalidation of any Article or Section, both the County and the Union agree to meet within thirty (30) days of such determination to negotiate a replacement section, if necessary.

**ARTICLE 17**

**NO STRIKES OR LOCKOUTS**

- A.** The Union agrees that there will be no strikes, stoppage of work, or any interference with the efficient management of the Fire Rescue Division. 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 said party might have under Local or State Law.
- C.** Florida Statutes, Chapter 447.505 states:

No public employee or employee organization may participate in a strike against a public employer by instigating or supporting, in any manner, a strike. Any violation of this section shall subject the violator to the penalties provided in this part (Florida Statute 447.507).

**ARTICLE 18**

**RE-OPENER CLAUSE**

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 19**

### **PUBLIC INFORMATION AWARENESS**

The County and the Union acknowledge the need for increased public awareness and agree to work cooperatively to provide the public, media and Fire Rescue Division employees with appropriate accurate information and to promote a positive public image for the Fire Rescue Division. The County agrees to establish the full-time position of Public Information Officer (PIO). The PIO shall hold a uniformed position/classification as determined by the Division Director or Designee and be available on a forty (40) hour work week schedule to facilitate the exchange of needed Public Information.

**ARTICLE 20**

**WAGES**

**A.** All bargaining unit employees shall be paid according to the salary ranges and promotional increases provided in Appendix A for classifications within the bargaining unit effective as specified in Appendix A. Appendix A has been modified to reflect the positions and steps for FY 2000/2001.

**B.** Effective October 1, 2000, all employees shall receive a two and one half percent (2 ½ %) wage increase. All pay rates for the steps in the pay plan, will be extended upward two and one-half percent (2½%), as delineated in Appendix A.

In accordance with Appendix A, bargaining unit employees not at the maximum rate of the pay range shall advance one step in the pay plan on the employee's anniversary date.

**C.** All new hired employees, during the term of this Agreement will remain at the entry level until successful completion of a six (6) month period. Upon successful completion of this six (6) month period, the employee will move to the Probationary Step. Upon successful completion of the entire probationary period (one year), the employee will move to Step 1.

**D. Longevity Plan:**

For fiscal year 2000/2001 (October 1, 2000 through September 30, 2001), bargaining unit members who have completed the required years of continuous service as of, or on October 1, 2000, will receive a Gross Lump Sum longevity payment, within three (3) pay periods of signing this new Labor Agreement, based on the following years of service:

15 -19 years:	\$ 750
20-24 years:	\$ 1,000
25 years and over:	\$ 1,250

E. Effective October 1, 1993, EMT incentive pay for bargaining unit members in Fire related classifications will no longer be considered as a pay adjustment in addition to straight time base rate of pay, but rather will be considered to be incorporated into straight time base rate of pay. Bargaining unit employees in Fire related classifications who currently possess a valid Florida State EMT certification, and who are employed as of the signing of the agreement, must maintain an EMT in order to continue receiving the related compensation. This section shall not apply to Firefighter/PMs hired after the signing of the Agreement. Bargaining unit employees in Fire related classifications employed as of the signing of the agreement and who do not, as a minimum, hold a Florida State EMT certification, shall make their intentions known to the County in writing within thirty (30) calendar days from the signing of this Agreement of their desire or lack thereof in obtaining EMT certification within the term of this Agreement. Non-EMT bargaining unit employees in Fire related classifications must select one of the options (1, 2, or 3) listed below and specify that option in the writing to the County:

1. Desire to obtain EMT certification: Bargaining unit employees in Fire related classifications shall receive a one-time gross cash payment equal to five percent (5%) of their straight time base rate of pay less applicable taxes, upon receipt of a Florida State EMT certification. Employees selecting this Option 1 shall be personally responsible for obtaining their EMT certification on their own time and without additional compensation from the County. Article 47 Educational Reimbursement however, shall apply.

2. Desire to obtain EMT certification: Bargaining unit employees in Fire related classifications shall receive paid-time-off to attend one (1) Florida State EMT certification course established by the County. This course will be given at no cost to the employee and off duty attendance shall

not be compensated. Option 1 of this agreement listed immediately above, shall not be applicable to employees which choose this Option 2.

3. No Desire to obtain EMT certification or failure to file an Option: Bargaining unit members in Fire related classifications who indicate they have no desire to obtain a Florida State EMT certification or fail to file an option shall be given written notification by the County that their individual station assignments and bid opportunities may be limited to available openings not requiring Florida EMT certification. Non-EMTs may have certain pay incentives unavailable to them. Bargaining unit employees employed as of the signing of this Agreement shall not, as a condition of continued employment with BCFRD, be required to obtain a Florida State EMT certification with the understanding that individual station assignments and bid opportunities, and pay incentives may be limited. Employees selecting this Option 3 may change their selection to Option 1 or Option 2 at any time prior to January 1, 1999 by notifying the County in writing of their decision to change Options.

**F.** Effective the beginning of the first full pay period after the signing of this Agreement, all bargaining unit employees who possess a valid Florida State Paramedic certification and a valid Florida State Firefighter certification shall be paid at a rate ten percent (10%) above their straight time base rate of pay after completion of County certification, which shall be provided to all bargaining unit employees.

**G.** Effective the beginning of the first full pay period after the signing of this Agreement, bargaining unit employees assigned full-time to Special Operations unit or back-up unit (e.g., Hazardous Materials Team, Technical Rescue Team, Air Rescue) shall be paid at a rate two and one half percent (2½ %) above their straight time base rate of pay for a Special Operations Hazardous Duty assignment allowance.



**H.** Effective the beginning of the first full pay period after the signing of this Agreement, bargaining unit members assigned full-time to a work schedule other than 24/48 (for example; Caller Aid, Air Rescue, Fire Prevention, Logistics, Communications, Training) shall receive an alternate assignment pay adjustment of two and one-half percent (2.5%).

**I.** Whenever the term straight time base rate of pay is used in this Article, it shall be construed to mean the individual employee's established salary, exclusive of overtime, holiday bonus, or any other non-salary compensation (e.g., educational reimbursement).

**J.** Bargaining Unit employees are to receive one (1) hour of pay for each period of eight (8) consecutive hours that they are assigned by the Division Director or designee to standby duty on weekdays, weekends, and holidays, which shall be paid at their straight time base rate of pay. Employees assigned to standby duty are required to maintain a state of readiness and to respond when called to duty. In addition to the standby duty pay, employees shall be compensated for hours actually worked while on standby, if any, at their straight time base rate of pay or premium overtime rate, whichever is applicable, consistent with the overtime provisions of the Articles on Hours of Work, and Overtime.

**K.** Upon proof provided by the employee, the following Educational Incentive remuneration shall be added to the current straight time base rate of pay for employees holding the following degrees:

1. Florida State Fire Officer 1 or Fire Science Certificate - 2.5%
2. Associate Degree in Fire Science - 2.5%
3. Associate Degree in Emergency Medicine - 2.5%
4. Bachelor of Arts/Science in any Medical, Fire, or government related field as approved by the Division Director - 2.5%.

These incentives shall be cumulative, however no employee shall be entitled to receive more than a total of seven and half percent (7.5%) Educational Incentive remuneration.

## ARTICLE 21

### PROMOTIONS AND VACANCIES

- A.** When the County determines that a promotion or vacancy in a bargaining unit positions above the entry level is to be filled, it shall be filled by internally promoting non-probationary employees from within bargaining unit of the Broward County Fire Rescue Division. Applications for promotions shall be made available at the Broward County Division of Human Resources.
- B.** Promotions or vacancies shall be filled from eligibility lists in order from the top. All ties shall be broken by bargaining unit seniority. 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 Director of Human Resources in accordance with Civil Service System practices and procedures.
- C.** The duration of promotional eligibility lists for bargaining unit classifications shall be for two (2) years or until exhausted, whichever comes first. If the eligibility list is exhausted prior to expiration, the examination will again be given.
- 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, and
  - 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.
  - 3) all promotions shall be filled from persons holding the next lower rank, no skipping ranks shall

be allowed.

4) experience working out of classification shall not be a consideration for promotion.

- E.** Promotions to any rank/classification covered by this Agreement shall be determined by: experience/education, written examination, oral board, and, where feasible, by a performance/practical examination.
- F.** As part of determining the resulting rank certification determination, an oral examining board will be convened which board will consist of three (3) members selected by the Director of Human Resources for Broward County. It is the intent of the County to establish the oral examining board consisting of two (2) members of equal or higher rank to the position being interviewed for from employers other than the Broward County Commission and one (1) member of the Division of Human Resources (Civil Service). In the event oral board participants outside the County's employment are not available, the examining board will be established and convened solely by the recruitment and examination unit of the Division of Human Resources.
- G.** A cut-off score on each examination phase will be necessary to attain an overall minimum qualifying score.
- H.** Applicants receiving failing/passing grades on a promotional examination shall have the right to appeal their examination papers within ten (10) days of receipt of the mailing notice. Formal appeals of rating may be made to the Broward County Director of Human Resources who shall consider all claims of error and shall render his/her decision which shall be final and binding and without further recourse.
- I.** Upon written request of the Union, the Director of Human Resources may elect to appoint a representative from the Division of Human Resources/Office of Equal Opportunity (OEO) to

attend the selection interview process within the Fire Rescue Division.

- J.** Promotional examination announcements shall be posted conspicuously in each Fire Rescue Station, Fire Prevention Branch Office, Logistics Branch Office, Communications Center, Headquarters, and Training Branch Office for fourteen (14) calendar days prior to the official closing date.
- K.** The written examination process shall be given no less than twenty-two (22) calendar days after closing of applications and not more than thirty-seven (37) calendar days after closing of applications.
- L.** Source of information for all promotional examinations shall be determined through the Division of Human Resources.
- M.** The Division of Human Resources will coordinate with the Fire Rescue Division to schedule test or interview times to eliminate potential hardships on employees due to shift scheduling.
- N.** In the event the employee believes he/she has been discriminated against in the examination process, the Office of Equal Opportunity shall be available to investigate those concerns.
- O.** Any reinstatements into the Bargaining Unit shall be to entry level Firefighter or Paramedic 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.
- P.** If the anniversary date of a promotional appointee is within 30 days after the date of the selection, the effective date of the promotional appointment will be postponed to the beginning of the first pay period subsequent to the appointee's anniversary date. Application of this provision will not entitle an appointee to retroactive compensation.
- Q.** The Division of Human Resources will prepare, prior to the administration of written examinations, a basic study guide outlining reference material which will be valuable for

applicants to review in preparing for the written examination. The Division of Human Resources will not be bound to guarantee that a specific answer to every question on every examination will be drawn directly from the items on the study guide. Notwithstanding that, the materials will be job-related and any applicant following the study guide material will be well-served in the examination process.

**R.** Open Filing for promotional opportunities within this bargaining unit will be limited to unusual circumstances which meet the following criteria:

1. Requests to open file for a position for which the filing period has closed will only be considered if submitted prior to the day on which the formal examination process begins.
2. Only those requests involving unusual circumstances which prohibited the applicant from filing his/her application during the filing period shall be considered for open filing.
3. The approval authority for such requests shall rest with the Human Resources Director in consultation with the Director of Fire Rescue Division.

This shall not in any way limit the open filing process for the classification of Firefighter or Paramedic.

## **ARTICLE 22**

### **SECURITY**

#### **Section 1:**

In the event that all or a portion of the County's Fire Rescue service is to be assumed by another jurisdiction or agency and bargaining unit members are affected by this change, the County agrees to pursue with the other jurisdiction or agency the preservation of employment for affected County employees.

#### **Section 2:**

In the event that all or a portion of the Fire Rescue Service of the Broward County Fire Rescue Division is abolished or assumed by another agency, the County agrees, if requested to negotiate with the Union, to establish the resolution of the following issues if not provided for elsewhere in this Agreement:

- 1) Re-assignment to other jobs within Fire Rescue Division;
- 2) Re-assignment to other jobs within the County;
- 3) Preferential hiring lists for jobs within Fire Rescue Division;
- 4) Preferential hiring lists for jobs within the County;
- 5) Establishing the length of re-employment rights for required preferential hiring lists.

#### **Section 3:**

In the event the Fire Rescue service is acquired by other agencies, the County shall attempt to have those acquiring agencies place affected unit members for continued employment with those acquiring agencies.

**Section 4:**

In the event that a merger, interlocal agreement for fire rescue services, or joint powers agreement discussion is authorized by the County involving Fire Rescue services, the Union shall be so informed by the County and be given the opportunity to discuss the merger as it pertains to matters covered in this agreement.

If a Fire Rescue service agency merges or is absorbed by the County, the County agrees to negotiate with the union whether and/or to what extent employees of the merged or absorbed agency will be covered by this agreement.

**Section 5.**

Should the County enter into negotiations with another agency of jurisdiction relative to the possible takeover by the other agency or jurisdiction of work currently being performed by the County Fire Rescue Division and involving members of the bargaining unit represented by Local 3333, it will be the County's position to advise the Union of such negotiations, solicit the Union's input, and give such input serious and good faith consideration. The County's past policy will continue in terms of actively advocating for the preservation of employment of County employees and preservation of attendant benefits to the extent possible during the negotiation process with the other agency or jurisdiction.



## **ARTICLE 23**

### **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 Constitutions of the State of Florida, including Section 447.209 of Florida Statutes and the United States except as modified by the specific terms and provisions of this contract.

447.209 Public employer's rights.- It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

History.-s. 3, ch. 74-100.

**ARTICLE 24**

**PREVAILING RIGHTS**

During the term of this Agreement all rights, privileges and fringe benefits not specifically addressed in this Agreement but previously enjoyed by the employees of the County's Fire Rescue Division and which rights, privileges and benefits were reduced to writing by appropriate Management Personnel, will remain in effect unless amended by mutual Agreement. The practice must be in writing and only those practices, rights, privileges and fringe benefits in writing shall be considered as a past practice.

## **ARTICLE 25**

### **UNION BUSINESS**

- A.** Up to four (4) 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 during each fiscal year.
- B.** Up to four (4) 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.** Additional designated delegates may, upon request and approval of the Chief, be entitled to utilize annual leave to attend the conventions.
- D.** Union Time pool allocations may be utilized for Union business upon approval by the Union President or designee.
- E.** Employees utilizing union time pool under this Article shall be replaced by the County according to the overtime procedures set forth in the Overtime and Hours of Work Articles of this Agreement utilizing union time pool allocations.
- F.** No employee covered by this Agreement shall be discriminated against by the County or the Union because of Union membership, Union Activity or lack thereof.

**ARTICLE 26**

**RULES AND REGULATIONS**

The Broward County Civil Service Rules and Regulations shall apply to bargaining unit members except where such Rules and Regulations are in conflict with the provisions of this labor agreement.

Reference Chapter 447.601 of Florida State Statute.

## ARTICLE 27

### GRIEVANCE AND ARBITRATION PROCEDURES

- A.** It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. This grievance procedure is the exclusive method of resolving disputes relating to the application and interpretation of this Agreement. The County reserves the right to discipline, demote, suspend, or discharge a permanent full time employee for just causes; and such action shall be subject to the grievance procedure. An employee may request the presence of a union representative at an interview they feel may lead to disciplinary action. Such interview shall be conducted at a reasonable time. All bargaining unit employees shall be subject to the Firefighter's Bill of Rights.
- B.** Grievances will be processed in the following manner. Prior to initiating a formal grievance, the employee must discuss the alleged grievance with their immediate supervisor outside the bargaining unit.

**Step 1. Initial Review.** A written grievance must be presented on a grievance form provided by the County within thirty (30) calendar days from the date the employee knew or should have known of the events given rise to an alleged grievance. Upon receipt of a written grievance, the Fire Rescue Director or designee shall investigate the facts and conduct a meeting within ten (10) working days with the grievant, Union, Fire Rescue personnel and any other persons possessing knowledge considered critical by the Fire Rescue Director. The Union will be notified by the Fire Rescue Division of the time and place of such a meeting and shall be entitled to attend. The

grievant may be accompanied at this meeting by a Union representative. The Fire Rescue Director or designee shall notify the grievant and the Union of the decision in writing within ten (10) working days following the date of the meeting.

**Step 2. Department Review** If the grievance is not resolved at Initial Review, it must be forwarded by the grievant within ten (10) working days of the Step 1 decision to the Director of the Department of Safety and Emergency Services. The Department Director or designee shall investigate the facts and may conduct a hearing within ten (10) working days of receipt of the grievance. If a hearing is scheduled, the grievant may be accompanied by a Union representative. The grievant and the Union shall be notified of the Step 2 decision in writing within ten (10) working days of receipt of the grievance.

**Step 3 - Arbitration** Within ten (10) working days after the decision by the Department Director or designee, either the County or the Union shall give the other a written notice by registered or certified mail of its desire to submit the matter to arbitration, said notice is to include a written statement of the position of the appealing party with respect to the arbitrable issue(s) as well as a designation of the article(s) of the Agreement allegedly violated. A Demand for Arbitration shall be filed with the Federal Mediation and Conciliation Service and a copy furnished simultaneously to the other party. An arbitrator shall then be selected from a list of arbitrators provided by the Federal Mediation and Conciliation Service; such selection will be made within thirty (30) calendar days from the date the list is received by the alternate striking of names (the winner of a coin toss shall elect to strike either first or second) until one name remains; provided, however, that in the event either party (before any striking of names

occurs) feels that the list submitted by the Federal Mediation and Conciliation Service is unsatisfactory, said party shall have the right to request an additional list of arbitrators. 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 decision of the arbitrator will be served upon the County and the Union in writing. The expenses of the arbitrator shall be paid by the party losing the award. If a grievance presents more than one (1) issue and/or if the arbitrator splits his/her award, costs shall be divided between the parties, providing, however; that procedural issues shall not be considered to affect the payment of arbitration costs. 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.

- C.** The submission to the arbitrator shall be based on the written grievance submitted in Step 1 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.
- D.** 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 or compensation from other sources (excluding approved outside employment pursuant to the Outside Employment Article that he/she may or might have received during the period for which the

back pay was awarded.

- E. All Bargaining Unit employees shall use the grievance procedure specified in the Grievance and Arbitration procedure Article regardless of Union membership or lack thereof and will not have recourse to Civil Service appeals. If the Union waives the right to process a grievance for a unit employee who is not a member of the Union, the employee may process such grievance through the procedure specified in the Grievance and Arbitration procedure Article without Union participation.
- F. The parties agree to abide by the following rules in the processing of grievances:
  - 1. The time limits provided in this Article shall be observed and may be extended only by mutual written agreement of the Union President or his/her designee and the County representative for the Step to be affected.
  - 2. A grievance presented to the County shall be dated and signed by the aggrieved employee and/or Union representative 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 representative at the Step.
  - 3. A grievance not advanced to the higher Step within the time limit 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 the purposes of this Article, the Term "working days" is defined as Monday through Friday.
  - 5. When a grievance is reduced in 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. Grievance Form.**

## **ARTICLE 28**

### **PERFORMANCE REVIEW**

The Union understands that employees may be evaluated by their immediate supervisors and reviewed at higher levels.

An employee receiving a performance evaluation may attach any comments that they desire to the evaluation form.

Only formal disciplinary action (issuance of a BC-111) as a result of a performance evaluation may be grieved in accordance with Grievance and Arbitration Procedure Article of this agreement.

## **ARTICLE 29**

### **VEHICLE ACCIDENTS/INJURIES**

- A.** The parties agree that the Joint Occupational Safety and Health (J.O.S.H.) Committee will be responsible to investigate and review County Vehicular Accidents and injuries involving bargaining unit members to determine whether such accidents and injuries are preventable. This Committee must review (if available) both the employee's and the supervisor's written account of the accident or injury prior to rendering a decision.
- B.** The employee shall be notified and be entitled to appear before the J.O.S.H. Committee to present his/her case regarding the accident/injury.
- C.** The decision of preventability by the J.O.S.H. Committee shall not be subject to the grievance procedure. Disciplinary actions arising out of vehicular accidents/ injuries such as suspensions or BC-III's, shall be in accordance with County Policy. Such disciplinary action due to vehicular accidents shall be subject to the grievance procedure as set forth in this Agreement.

## **ARTICLE 30**

### **SENIORITY**

#### **A. TYPES OF SENIORITY**

1. County hire date: For the purposes of this agreement, the employee's county hire date shall be deemed to begin on the actual most recent date of continuous full time paid employment with Broward County.
2. Bargaining unit seniority: For the purposes of this agreement, all bargaining unit members seniority shall be defined to be the length of continuous uninterrupted service in the Broward County Fire Rescue Division (BCFRD), including any documented paid uninterrupted service as Firefighters of the abolished Fire Control Sub-District, the Oakland Park Fire Department, B.C.A.R. F.F., or employees of B.C. Fire Central prior to the signing of the labor agreement, effective on May 20, 1996.
3. Time in Classification: time in classification seniority is determined by the most recent date of Promotion. F.F., P.M. or FF/PM seniority is determined by the employee's actual date of hire as determined by Paragraph A, Section 2, Bargaining Unit Seniority.

#### **B. SENIORITY LIST**

1. The County shall maintain the official seniority list (fire/rescue) of unit members on to one list for total bargaining unit seniority list, as defined in Paragraph A, Section 2, and will provide the Union President with a copy of the list within a reasonable period following a request.

- A. For bargaining unit members with the same hire date, seniority shall be determined by the last two (2) digits of the employee's Social Security Number, 00-99, zero (00) being the first and ninety nine (99) being the last. If the last two digits are the same, the next digit to the left shall be used, etc.
2. The County shall maintain one (1) seniority list of combined bargaining unit members by time in classification and one (1) list by time in classification by shift (A,B,C, Alt Duty, and Days) as defined in Paragraph A, Section 3, and will provide the Union President with a copy of the list within a reasonable period, following a request.

A. Bargaining unit members with the same promotional date, time in classification seniority will be determined by the employee's bargaining unit seniority date. Should this date be the same, the seniority shall be determined by the last two (2) digits of the employee's Social Security Number, 00-99, zero zero (00) being first and ninety nine (99) being last. If the last two digits are the same, the next digit to the left shall be used etc.

**C. USES OF SENIORITY**

1. "Bargaining Unit Seniority" within each rank shall be used for the purposes of selecting Annual Leave (see annual leave article).
2. Seniority by "time in classification" shall be used for the purposes of the filling vacancies at work locations, station bidding/assignments, service level reductions (layoffs), recall from layoff.

**A. Transfers**

## **B. Station Bidding/assignment**

### **C. Layoff:**

1) In the event of a layoff, the most junior member of the bargaining unit shall be laid off first. In the case of layoff in any rank/classification, the employee with the least time in classification shall be laid off first, but shall be allowed to "bump" junior employees in lower ranks/classifications. All seniority accumulated at the higher rank/classification shall be counted as time in classification seniority in the lower rank/ classification. Two (2) weeks notice or pay in lieu thereof shall be given to each member of the bargaining unit to be laid off.

### **D. Recall will be in reverse order of layoff.**

1. No new bargaining unit employee will be hired by the Broward County Fire Rescue Division until all laid off members are offered recall or the recall list is expired. A recall list in order of layoff/seniority will be maintained by the County. In the event an entry level bargaining unit position becomes available, and a recall list currently exists, the County will recall the most senior, qualified employee on the list.

2. Employees to be offered recall shall be informed of the County's offer for re-employment in the form of written notice. This notice shall be mailed via registered receipt requested, to the last known address of the employee as shown on the employer's record, and is considered received by the employee when said receipt is returned. Within ten (10) working days after an employee receives notice (as defined above) of the County offer for re-employment, she/he must advise the County in writing that she/he accepts re-employment and will be able to commence work on the date specified or a date mutually agreed upon.

3. Any and all re-employment rights granted to an employee shall terminate upon such employee's failure to accept the offered position within the allotted time or failure to respond to the County's recall notice. The recall list shall be the preferential hiring list for employees affected by a layoff. The recall list shall remain in effect for a period of two (2) years and may be extended at the discretion of the Human Resources Division Director.

4. An employee's accumulated seniority as of the date of layoff shall be retained while on the recall list but shall not be accumulated during such period.

**E.** Service shall not be deemed to be interrupted by any paid leave, or any leave without pay of thirty (30) days or less, approved and granted pursuant to the Agreement. During any approved leave without pay in excess of thirty (30) days, no seniority shall be accumulated during the entire period of such leave, but previously earned seniority shall be retained.

**ARTICLE 31**

**TEMPORARY PAY UPGRADING**

- A.** The County agrees to make reasonable efforts to minimize the utilization of employees working out of their classification.
- B.** For all hours worked in a higher classification employees temporarily assigned to work in a higher classification shall be paid at a rate which is 7.5% above the employee's current rate.
- C.** The Fire Rescue Division shall determine the average number of upgrades per classification per shift and select upgrades through the use of a promotional/eligibility list.



## **ARTICLE 32**

### **HOURS OF WORK**

- A.** The average annual weekly hours of work for unit employees shall be forty-eight (48) hours per work week.
- B.** The computation for pay purposes shall be based on 2,496 hours per year.
- C.** The Division will determine the number and location of Kelly Day assignments. The County will designate all Kelly Day assignments and reassignments by bargaining unit seniority annually prior to annual leave bids.
- D.** The starting time for employees assigned to a twenty-four (24) hour shift schedule shall be 08:00 and will remain in effect unless amended by mutual agreement of both parties.
- E.** Bargaining unit employees assigned to a forty (40) hour work week schedule may be assigned to work various schedules (i.e., five (5) eight (8) hour days per week or four (4) ten (10) hour days per week). The Fire Rescue Division shall establish these work schedules at the discretion of the Division Director and only after consulting with the Union President. A change to an employee's work schedule may occur so long as the employee has received at least seven (7) calendar days notice prior to the proposed change and these schedule changes are not used in a punitive or discriminatory fashion.
- F.** Special and peak-hour assignments may be exceptions to the standard tour of duty and the County will strive to staff such assignments first with volunteers and then with qualified probationary employees in the needed classification. Should the number of volunteers and probationary employees be insufficient to meet the staffing

requirements of such assignments, the least senior qualified employees in the needed classification may be involuntarily reassigned.

- G.** An employee who is transferred from one shift or assignment to another will receive notification of transfer no later than seven (7) calendar days prior to the effective date of transfer. In emergency situations declared by the Director of designee, any necessary transfers will be made first from probationary employees not assigned to training, and then from the least senior employees in the affected classification.
- H.** When bargaining unit employees are reassigned from a forty (40) hour, forty-two (42) hour, or forty-eight (48) hour schedule, sick leave and annual leave accruals, including the rate and current balance, shall be adjusted as specified in the Annual Leave Article and the Sick Leave Article of this Agreement.
- I.** Employees covered by this Agreement who are requested to and who return to duty at times other than their regular schedules, except for shift exchange and time pool replacements, shall be credited with a minimum of four (4) hours, at the employees regular rate of pay.
- J.** Beginning with the call from the Fire Rescue Division to return to off duty work together with hours actually worked shall constitute the maximum hours worked, during call back, for pay purposes.

## ARTICLE 33

### OUTSIDE EMPLOYMENT

- A.** Outside employment is any paid employment performed by an employee in addition to his/her employment by the County. Any member of the Bargaining Unit who desires to perform outside employment shall first file a request in writing with the Director of the Fire Rescue Division. The employee shall notify the County of the type of employment, the hours of work, the name of the prospective employer, and the location where he/she is to be employed. The Director may recommend approval or disapproval of the request. If the Director disapproves the request, the employee shall be notified in writing with an explanation for the disapproval. If the Director recommends approval, the request may be granted by the Director of Human Resources if the criteria outlined in the section below are met.
- B.** Outside employment may not be approved unless the following criteria are met:
1. Such employment shall not interfere with the efficient performance of the employee's duties;
  2. Such employment shall not involve a conflict of interest or conflict with the employee's duties as determined by applicable laws and regulations or the appearance of conflict as determined by the County;
  3. Such employment shall not involve the performance of duties which the employee should perform as part of his/her employment with the County; (excluding approved instructional employment, e.g., Broward Fire Academy or BCC).
  4. Such employment shall not occur during the employee's regular or assigned working hours;

5. Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from his/her outside duties if and when called for bona fide emergency by the County.
- C.** The County retains the right to revoke its permission to engage in outside employment whenever an employee ceases to perform his/her duties in a manner which meets the standards of the Fire Rescue Division. The employee shall receive thirty (30) days notice of such revocation with explanation of such revocation in writing.
- D.** Any employee who obtains new unauthorized outside employment while on authorized leave of absence without pay automatically forfeits his or her position with the County.
- E.** Volunteer fire fighting shall be considered outside employment and subject to the provisions of this Article.
- F.** The County and the Union recognize that the nature of Fire/Rescue service involves certain inherent risks to the health, safety, and well being of the employees of the Broward County Fire Rescue Division. The County and Union agree that no employees of the bargaining unit may serve as a paid or non-paid member of any other county, municipal or private agency providing emergency Fire/Rescue services and/or emergency rescue/ambulance service. This includes any non-emergency rescue/ambulance service not directly provided by the Broward County Fire Rescue Division.

## **ARTICLE 34**

### **PROFESSIONAL STATUS**

- A.** It is agreed upon by the County and by the Union that all paid Unit employees of the Fire Rescue Division be classified as Professional Paramedics and Firefighters and are not subject to mandatory classification as a volunteer.
- B.** No off duty member of the Bargaining Unit shall operate at Emergency Incidents unless specifically called to duty as specified in this Agreement.
- C.** No member of the bargaining unit shall be required to train employees of any private fire protection services provider and/or private rescue/ambulance service with which the County could contract.
- D.** No unit member shall be required to operate as a volunteer of any fire department/rescue squad or any volunteer fire department/volunteer rescue squad.

## **ARTICLE 35**

### **QUARTERS**

- A.** The County agrees to provide and maintain station quarters and furnishings in accordance with Division Operational Procedures Manual. The County reserves the right to continuously upgrade the provisions of the Operating Procedures Manual relating to station quarters and furnishings. Should the Division Director, or his/her designee, determine that a serious safety and health hazard exists in any station quarters/equipment, the Division Director or his/her designee may make temporary arrangements (e.g. relocation) in order to alleviate such hazards and/or properly correct same. The determination of whether serious safety and health hazards exist, as well as what temporary arrangements, if any, are appropriate, shall remain with the Division Director or his/her designee.
- B.** The employer agrees to furnish suitable space for the Union to erect a bulletin board in the Fire Stations, Fire Prevention Branch and Training Branch to be used by the Union. Only authorized Union Representatives will post or take down articles. Such articles shall be related to official union business and activities.
- C.** Each Fire Station, Fire Prevention Branch and Training Branch of the Division shall have a complete Operations Procedures Manual and it will be available for inspection by station personnel who shall be responsible for the knowledge of its contents. Employees disciplined as a result of failure to adhere to the rules and regulations in the Operations Procedures Manual shall have the provisions in the Grievance and Arbitration Procedure Article available to them.

## **ARTICLE 36**

### **PARKING**

Station area premises may be used by personnel, while on duty, to park personally owned motor vehicles as determined by the Division Director.

## **ARTICLE 37**

### **UNIFORMS**

During the term of this Agreement the County agrees to provide and replace the following issue of uniforms at no cost to the employee. It is the County's intent to immediately provide to each employee at the time of hiring or promotion the uniforms, accessories or protective clothing listed in this Article. However, should such uniforms, accessories or protective clothing may not be in stock at the time of hiring or promotion, the Division shall immediately process the appropriate paperwork necessary to obtain such items. The Union shall have input in recommending standards and dress codes for the items provided in this Article.

**A.** Uniforms shall include at a minimum the following:

As recommended by the Uniform Committee working in conjunction with the JOSH Committee:

- a. 5 Working Uniforms
- b. 1 Work Jacket
- c. 1 Dress Uniform
- d. 2 Jumpsuits
- e. 1 pair Black Uniform Shoes
- f. 1 set Rain Gear
- g. Officer's collar brass will be by utilization of the bugle rank system
- h. Designated badges will be silver or gold for the appropriate rank (Officer's gold badge and collar brass)

Combat Uniform shall include at a minimum the following:

(NFPA/OSHA Approved equipment) as recommended by the JOSH Committee

- a. 1 Fire Fighting Helmet
- b. 1 Complete set of Turnout Gear
- c. 1 SCBA Personal face piece
- d. 1 Personal Flashlight
- e. 1 Personal Stethoscope



- f. 1 Appropriate Safety Strap
- g. 2 pair of work gloves

**B.** The replacement of the above listed uniforms will be on an as needed basis as determined by the immediate supervisor (Battalion Chief or above). It is the County's intent to immediately replace the item submitted for replacement after the item has been turned in. However, should the item in question not be in stock at the time the item is turned in, the Division shall immediately process the appropriate paperwork necessary to obtain such item and without delay provide an equivalent temporary replacement for any and all safety equipment. Replacements will be made in the field by appropriate personnel. Replacements shall be at no cost to the employee provided the employee follows appropriate procedures and was not negligent.

**ARTICLE 38**

**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. Emergency annual leave, if accrued, may be granted to probationary employees by the Fire Rescue Division Director or his/her designee. 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.

**B.** Annual leave shall be earned based upon County service, as follows:

<u>Length of Service</u>	<u>40 HR Schedule</u>	<u>42 HR Schedule</u>	<u>48 HR Schedule</u>
Less than five years	80 hours	100.8 hours	115.2 hours
Five years, but less than 15 years	120 hours	151.1 hours	172.8 hours
15 years or more	160 hours	201.6 hours	230.4 hours

**C.** If a holiday occurs while a member of the Bargaining Unit is on annual leave, that person shall receive 10% of their scheduled pay period hours as holiday bonus if assigned to 24/48 hour work schedule. An employee assigned to any eight (8) hour work schedule shall be compensated at one fifth of his/her basic weekly salary for the holiday in lieu of annual leave.

**D.** Vacations are recognized to be intended for the purpose of rejuvenating both physical and mental faculties, and all unit members 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. The date for computation of excess leave for each year will be the end of the last pay period which begins in that calendar year.

- E.** Annual leaves are scheduled by the Division Director or his/her 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 between August 1 and October 1 for leaves during the period beginning November 1 of the current year and ending October 31 of the following year. Any leave request submitted at other times of the year shall be on a first come first serve basis and 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 in full or half shifts and not in portions thereof (other than leave pool utilizations and approved emergency leaves). The parties will negotiate a bid procedure prior to August 1, 1998.
- F.** An employee who exhausts his/her sick leave may utilize emergency annual leave to cover a continuing absence due to injury/illness.
- G.** 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.
- H.** Members of the Union may donate up to two (2) shifts, forty-eight (48) hours, per year of annual leave to a paid union time pool to be used by members of the Union. Authorization from the employee must be submitted in writing before such donation is

effected. The Union President or his/her designee shall notify the Fire Rescue Division of its desire to allocate leave from this pool to any employee. Union time pool hours will be used on an hour for hour basis or time and one-half if the time used requires the use of overtime. Under normal circumstances pool utilization will include the reasonable notice of forty-eight (48) hours. Utilization of the Union time pool will be for employment related activities and benefits including Union business as determined by the Union and shall be with the approval of the Union President or his/her designated representative.

- I. Subject to the limitations of this agreement, an employee with excess annual leave may opt to donate up to 48 hours of such excess leave to the Union time pool on a one-time basis.

## **ARTICLE 39**

### **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. Part-time employees shall accrue a proportionate amount, based on hours worked. 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 earned sick leave hours.
- 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;
  3. Exposure to a contagious disease which would endanger others;
  4. Pregnancy and maternity leave; and
  5. Family Illness Leave, under the same provisions and guidelines as non-represented employees, except that the maximum number of sick leave hours used for Family Illness Leave shall not exceed 48 hours in a calendar year for employees on a 24/48 hour work schedule 42 hours in a calendar year for employees on a 42 hour work schedule, and 40 hours in a calendar year for employees on a 40 hour work schedule.

- C.** An employee who is absent for an entire shift due to illness will be debited twenty-four (24) hours sick leave. An employee who becomes ill during a shift and must be replaced will be debited the number of hours remaining in the shift after he/she is relieved from duty. An employee thus relieved from duty due to illness will, nevertheless, be paid for the hours worked before he/she was relieved at his/her regular rate of pay or overtime rate of pay, whichever is applicable.
- D.** All members of the bargaining unit shall continue to be allowed to accrue an unlimited amount of sick leave. 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 purposes of payment as described in Section E below. The date for computation of excess sick leave for each year will be the end of the last pay period which began in that calendar year.
- E.** 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.
- F.** A medical certificate, including diagnosis and prognosis, signed by a licensed Florida physician, may be required by an employee's division/office head to substantiate a request for sick leave when:
1. After four (4) occurrences in any continuing twelve (12) month period (an occurrence means a separate unconnected illness/injury of a full shift or more), the

employee shall present a doctor's excuse for the next occurrence;

2. If a supervisor suspects abuse of sick leave because of unusual circumstances or a developing pattern, (e.g., frequent sick leave usage of less than one shift in a continuing twelve (12) month period, employee denied annual leave and subsequently claims illness, etc.), the Chief may inform the employee that a doctor's excuse will be required in order to "approve" any further use of sick leave.

3. The illness occurred while the employee was on vacation leave and a request is made to credit sick leave instead of vacation.

4. 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 future illness occur in conjunction with a Kelly Day.

Any employee who is absent from work due to illness for a period of five (5) consecutive shifts or more must obtain a medical certificate, including diagnosis and prognosis, signed by a licensed physician prior to being allowed to return to work. The medical certificate required hereunder may be waived at the discretion of the Fire Rescue Director. 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. Any field assigned employee who will not be able to report for an assigned shift because of illness must call the designated contact person/point on duty as soon as possible, but in any event prior to 0630 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.

2. Should a field assigned employee who calls in sick in compliance with section G-I of this Article request and be able to report to duty later in the same shift, that employee may report to duty at 2000 hours provided he/she calls in to the designated contact person/point no later than 1830 hours. Failure to make such contact by 1830 hours will eliminate the field assigned employee's option to report to duty during that shift. Established late report/AWOL procedures will apply to the 2000 hour report time 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 illness extends beyond the period of time covered by his/her accrued sick leave credits, annual leave credits or union time pool must be applied to the extent needed or available. Days lost due to illness or injury after exhaustion of all accumulated sick and annual leave shall be charged to leave without pay. Such unpaid sick leave may not exceed three (3) months without approval of the Administration.
- J.** Full-time employees, after completing their probationary period, will be entitled to earn one paid shift off for any six months thereafter that they do not use any sick leave. The time shall be used in the six 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.** Employees which have 500 or more hours of accrued Sick Leave as of January 1 of



each year may elect to convert up to 96 hours of Sick Leave into 48 hours of Annual Leave once each calendar year in accordance with County procedures.

**ARTICLE 40**

**HOLIDAYS**

**A.** The following days are herewith designated as holidays, to be computed on the actual holiday date:

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Two (2) Personal Days

Other days designated as holidays by the Board of County Commissioners for all other non-represented employees shall also be observed as a holiday under this Article.

**B.** Members of the bargaining unit who work on a designated holiday shall receive one and one-half (1 ½ ) times their regular rate of pay for actual hours worked plus 9.6 hours holiday bonus. Time and one-half pay (premium pay) shall be prorated: that is, the employee who finishes a shift on a designated holiday shall receive premium pay for the actual hours worked between 12:00 midnight and 8:00 A.M. The employee

who begins a shift on a designated holiday shall receive premium pay for the actual hours worked between 8:00 a.m. and 12:00 midnight. Members of the bargaining unit on 42 or 48 hour workweeks who do not work on a designated holiday shall receive 9.6 hours holiday bonus. All bargaining unit employees on a 40 hour work week shall receive 9.6 hours of holiday bonus in addition to their regular 40 hour rate in lieu of field overtime eligibility.

- C.** An employee who is not on approved leave and fails to work his/her scheduled shift(s) occurring on the calendar day of a holiday forfeits the holiday bonus for that holiday. Sick leave shall not constitute approved leave for purposes of this Article.
- D.** An employee working mandatory overtime on a holiday shall be compensated at the rate of double time plus the holiday bonus.
- E.** There may be additional days on which County offices are closed due to special emergency circumstances which may occur from time to time. Employees who work these days will be paid in accordance with the policy determined by the County Commission for that day for regular County employees.

## **ARTICLE 41**

### **BEREAVEMENT LEAVE**

- A.** Funeral leave of one (1) 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, within the State of Florida, or two (2) twenty-four (24) hour shifts if outside the State of Florida.
- B.** Funeral leave of three (3) working days with pay will be granted for absence from duty of an employee working a forty (40) hour or forty-two (42) week in the event of death in his/her immediate family within the State of Florida, or five (5) working days if outside the State of Florida.
- C.** If an employee needs to be absent in excess of authorized time, an automatic shift exchange will be granted upon notification to the County, or an employee may charge up to an additional two (2) shifts 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 the Annual Leave Article .
- D.** The employee's immediate family shall be defined as the employee's current spouse, father, mother, child, brother, sister, stepparent, stepchild, stepbrother, stepsister, grandparents, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law, registered domestic partner, or any relative 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 up to two (2) shifts 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 42**

### **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. The County will follow the provisions of applicable Florida Statutes in the determination of on-the-job injury. (i.e., FS 112.18, FS 440).
- 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 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. 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 approved by the Division of Human Resources. 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 thirteen (13) workweeks for one (1) acute injury or multiple injuries occurring in one (1) accident mishap in the line of duty including training or eight (8) workweeks for any one (1) incidental injury or multiple incidental injuries occurring in one (1) accident or mishap (i.e., at the station). If an employee is unable to return to work at the end of the thirteen (13) or 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 Division of Human Resources to continue an employee on disability leave with supplemental payments for an additional period of time not to exceed thirteen (13) workweeks for acute injury or accident in the line of duty including training, or eight (8) workweeks for incidental injury or accident (i.e., at the station), 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 or right to an extension of disability leave, but shall not preclude any employee from filing a

grievance concerning this section.

- G.** An employee who has exhausted his/her disability leave and is placed on a leave of absence without pay shall be entitled to re-employment 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 re-employment with Broward County on a priority basis when a position is available in the County service. This right will exist for one (1) year from the time when the employee goes on leave of absence without pay.
- H.** All Florida Statutes relating to Firefighter Disability, (i.e., Heart Lung Bill) when applicable, shall apply to unit employees.
- I.** In the event increases in disability benefits are made available to the 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 43**

### **SHIFT EXCHANGE**

- A.** Shift exchanges are permitted for non-probationary employees with prior written approval of the employee's Battalion Chief following written request of at least forty-eight (48) hours advanced notice. Prior written approval and the 48 hour notification may be waived by the Battalion Chief.
- B.** Shift exchanges shall be rank/classification for rank/classification or with employees who have been previously upgraded for that rank/ classification.
- C.** Any employee on duty by virtue of a shift exchange or partial shift exchange shall be entitled to the same benefits, privileges, and protections and shall assume the same responsibilities as any on-duty personnel.
- D.** 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. Under other circumstances, payroll computations will not be affected by shift exchanges or partial shift exchanges.
- E.** A shift exchange constitutes an even exchange and neither party becomes eligible for overtime pay because of a shift exchange.
- F.** Shift exchanges may not be taken in order to engage in outside employment. This provision may be waived at the discretion of the Division Director.
- G.** An employee who abuses this Article shall be subject to the loss of the right to exchange shifts for the period of one (1) year. Any member of the bargaining unit who agrees to exchange a shift, but fails to report to work the agreed shift, shall be subject

to disciplinary action. Members of the bargaining unit are encouraged to police the practice themselves with the operational needs of the County, as well as the practical needs of their teammates in mind. Any member of the bargaining unit who agrees to exchange a shift, but fails to report to work the agreed shift due to illness will first have the equivalent number of hours missed deducted from his/her sick leave accrual, and if such accrual balance is insufficient to cover the number of hours used, then the member will have his/her salary deducted accordingly.

## **ARTICLE 44**

### **INSURANCE**

- A.** The County agrees to provide at no cost to the employee, insurance coverage, relating to health, life, accident and Worker's Compensation on the same terms and conditions provided other non-represented County employees. Bargaining unit employees and their dependents will be eligible to participate in a certified H.M.O. option on the same terms and conditions as non-represented County employees.
- B.** The County agrees to provide optional dental plan coverage for employees and their dependents.
- C.** Bargaining unit employees will be eligible to participate in any optional long-term disability plan which is in effect for non-represented County employees during the term of this agreement.
- D.** During the term of this agreement, all employees in the bargaining unit shall be covered by the Florida State Retirement System or the appropriate Municipal Pension Fund (i.e. City of Oakland Park).
- E.** All Fire Rescue Division employees that are members of the Union may elect to participate in the Union's group insurance program. Employees opting to participate in the Union plan shall continue to receive the same amount of County FLEX dollars as non-represented employees. If the flexible dollar allowance is increased for all the other County bargaining units, the increase will also apply to employees covered by this Agreement.

**ARTICLE 45**

**HAZARDOUS MATERIALS SPECIAL INCIDENT RESPONSE TEAM**

**MEDICAL SURVEILLANCE PROGRAM**

1. The County shall appoint a physician as the Fire Rescue Division Physician who is responsible for the implementation, monitoring, and assessment of a comprehensive medical surveillance program. This program shall be designed to conform with all laws, rules, regulations, provisions, and requirements specifically pertaining to personnel assigned to the Hazardous Materials Special Incident Response Team.
2. The County and the Union agree to jointly develop the specifications for qualification and selection of physician(s) to conduct the Medical Surveillance Program. All medical examinations for employees assigned to the Hazardous Materials Special Incident Response Team shall be performed by the Fire Rescue Division Physician(s). Medical facilities/physicians performing the examinations may only be changed by mutual consent of both parties. At a minimum all physicians utilized shall be qualified in occupational medicine and should be Board Certified.
3. The Occupational and Safety Health Guidance Manual for Hazardous Waste Site Activities shall guide medical examinations of bargaining unit employees assigned to the Hazardous Materials Special Incident Response Team.
4. All medical examinations shall be conducted while on duty.
5. A revised medical examination form will be developed and used for reporting and findings when fire rescue members are examined pursuant to the collective bargaining agreement and Florida Law. The form will specifically state the following

precaution in Physician's Comments section: **Do Not disclose or mention specific diagnosis, test results or medical conditions.** Both parties shall sign-off on the revised form prior to implementation. Once implemented the form shall become a part of this Agreement and noted as such in the Appendix. Changes to the form may only be made by mutual consent of the parties.

6. The Fire Rescue Division Physician will maintain all records, forms, and data pertaining to the medical surveillance program. No member of the Fire Rescue Division, other than the Fire Rescue Division Physician(s) shall have access to information obtained through the medical surveillance program. **All information shall remain personal and confidential unless otherwise authorized by the employee.** The only information initially available to the Fire Rescue Division/Risk Management Division (Occupational Health Nurse) will be whether or not employees are qualified or not qualified for duty. **The Fire Rescue Division/Risk Management Division shall only be entitled to additional information after a Worker's Compensation claim has been filed.** If the medical examination is specifically related to a Hazardous Materials Special Incident Response Team Assignment, the only information provided to the Fire Rescue Division will be whether or not employees are qualified or not qualified for that specific special assignment.
7. Employees who are determined to be not qualified may be deemed by the Fire Rescue Division Physician to have suffered the injury/illness as a result of their assignment to the Hazardous Materials Special Incident Response Team and shall receive coverage under Worker's Compensation. The employee shall initiate the Worker's Compensation claim. Employees may be temporarily reassigned to a light

duty position and permitted to work with the Fire Rescue Division Physician to resolve the underlying medical condition. The decision to place an employee on light duty shall be at the sole discretion of the Fire Rescue Division Physician, and this decision to assign an employee to light duty shall be based on the employee's ability to perform the assigned tasks. A temporary assignment shall be determined by the Fire Rescue Division Physician and based on the employee's ability to perform the assigned tasks.

8. If the Fire Rescue Division Physician finds an employee not qualified, the employee has the right to be examined by another physician of their choice at the employee's expense. Should the findings between the Fire Rescue Division Physician and the employee's physician conflict, a third and independent physician will make the final and binding determination. The Fire Rescue Division Physician and the employee's physician shall jointly select and appoint this third independent physician at the County's expense.
9. Employees assigned to light duty for up to 120 days shall not lose the Hazardous Materials Special Incident Response Team assignment pay.
10. Upon clearance from the Fire Rescue Division Physician the employee shall be returned to duty at their Special Duty assignment or reassigned to a Regular Duty assignment.
11. The County agrees that the following definition shall be utilized as the definition of permanent disability: The inability to perform effective or efficient service as a fire fighter or paramedic.
12. In the case where an employee is unable to resolve the underlying medical condition,

the County shall:

- a. Reassign the employee to another position within the Fire Rescue Division without a reduction in base pay and shall attempt to maintain all benefits or,
  - b. Reassign the employee to another position within County Government without a reduction in base pay and shall attempt to maintain all benefits or,
  - c. Place the employee on permanent disability. Employees determined to be permanently disabled shall be entitled to receive disability benefits in conjunction with the Disability Plan so long as the employee remains permanently disabled.
- 13.** The County agrees to contribute to the employee an amount equal to the cost of a Long-Term Disability plan for all employees assigned to the Hazardous Materials Special Incident Response Team. At a minimum the plan shall include:  
Benefits equal to the County's Long Term Disability plan effective 01/01/98.
- 14.** Make whole provision:  
Employees who are assigned to another position in the Regular Class of the Florida Retirement System shall receive an eleven percent (11%) pay increase in lieu of Special Risk Class retirement.
- 15.** Any employee resigning or voluntarily leaving a Hazardous Materials Special Incident Response Team assignment shall have an exit physical within 60 days.

## **ARTICLE 46**

### **PROFESSIONAL CERTIFICATION**

- A.** 1. Each member of the bargaining unit shall be personally and individually responsible for maintaining their certification in good standing depending upon their current classification. Any employee who allows their certification to expire may be terminated.
2. Upon re-certification, any employee discharged due to lack of certification shall become eligible for preferential hiring upon the first available appropriate vacancy.
- B.** The Fire Rescue Division shall provide the proper applications for individual paramedic re-certification and necessary funds required for the renewal of the certification required by State of Florida Department of Health and Emergency Medical Services Bureau.
- C.** The County will provide the necessary personnel and make available the continuing education credits opportunities needed for re-certification through the Division's Training Branch. This will be at no cost to paramedics except for a nominal charge for course materials for certain courses (e.g. ACLS).
- D.** The County agrees that where an employee is required by the County to attend training for job required certification/re-certification and it occurs during his/her regularly scheduled work hours, the employee shall be excused to attend with full pay and no loss of benefits. After such training session the employee shall return to work if during his/her normally scheduled work hours.
- E.** When ACLS re-certification is required to maintain the Paramedic certification, a



bargaining unit member will complete the necessary course work and present the re-certification notice to the Division. The Division will take the steps necessary to implement a one-time addition of base pay, at straight time, to the individual's pay, in the amount of the hours required by the State. Further, the County will permit re-certification class tuition charges to be eligible for reimbursement under the County's Tuition Reimbursement Program.

## ARTICLE 47

### EDUCATIONAL REIMBURSEMENT

- A.** Employees covered by this Agreement may participate in the County's General Education Reimbursement Program. The eligibility requirements and the amount, type and condition precedent to obtaining reimbursement, will be established by the County. 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) on the division form 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 make 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 \$ 24,000 per

contract year.

- C.** Any off duty member who is required by the County to attend schools, seminars, or training activities will be compensated at his/her applicable rate of pay.
- D.** Members of the Bargaining Unit may receive up to forty-eight (48) hours per year in multiples of four (4) hours (i.e. 4, 8, 12) with pay each as educational leave to attend school, conferences or seminars of a job related educational nature, subject to the approval of the Director.

## **ARTICLE 48**

### **OVERTIME**

- A.** In an effort to reduce overtime expenditures and promote a positive working environment, the County and the Union agree to a joint Labor/Management approach to overtime.
- B.** Authorized overtime will be paid at the rate of one and one-half (1½) times an employee's regular rate of pay.
- C.** The County has established a twenty-eight (28) day work period for the purpose of complying with the Fair Labor Standards Act (FLSA) for those employees considered partially exempt under Section 207(k).
- D.** Contractual Overtime will be computed on the basis of actual hours worked beyond an employee's regularly scheduled shifts (8, 9, 10, 12, 14, 24 hours or other schedules established consistent with Article 32 - Hours of Work) in a fourteen (14) day period, beginning Sunday at 0800 and ending Sunday at 0759 of the following week. An employee who works more hours than his/her scheduled shifts during this period will be paid overtime for the additional hours worked. Shifts paid for any authorized leave shall be computed as hours worked with the exception of sick leave and any other leaves charged to sick leave for the purpose of calculating overtime.
- E.** Members of the bargaining unit who are required and/or assigned by the County to begin a consecutive work assignment at a different location immediately after being released from duty on a regularly scheduled assignment will lose no pay because of the travel between locations, as long as the employee arrives at the second station

without delay. The employee awaiting his/her relief at the second location will be paid for the additional holdover time at the applicable rate of pay.

- F.** In the event that a need for overtime should occur in the Fire Rescue Division because of scheduled leaves, sickness, or other unforeseen conditions, equal exposure of overtime - scheduled fairly and equitably - for unit employees, rank for rank, (except for qualified lieutenants and captains who will be considered company officers and be permitted to fill either rank for purposes of overtime assignments) shall be implemented as stated in this Article.
- G.** The Fire Rescue Division shall maintain a record of overtime assignments and attempts to contact employees for overtime assignments. The Union President (or designee) shall have the right to review these records at will with reasonable notice, and supplied copies when needed.
- H.** Off duty employees called back to work shall be paid for actual hours worked with a minimum of four (4) hours. However, if an employee is called back to work and not needed for the assignment, the employee shall receive a minimum of two (2) hours and allowed to leave work. If the employee elects to remain at work, the employee will be allowed to remain at work four(4) hours and shall be paid for actual hours worked. The callback minimum shall not apply to holdovers. If the employee is called back to work due to his/her own failure, the employee shall not be eligible for this minimum pay.
- I.** The County agrees to begin calling for Mandatory overtime after (3) three hours if after utilizing the proper procedures every reasonable effort has been made to fill the vacancy.

- J.** In the event of a declared emergency or natural disaster, the Division Director (or designee) may modify or suspend the provisions of this Article for the duration of the emergency. This action must be placed in writing and sent to the Union President (or designee) within twenty-four (24) hours after the declared emergency or natural disaster.
- K.** Employees may elect to receive compensatory time in lieu of overtime at the employee's discretion. Compensatory time shall be accrued at the appropriate overtime rate. The employee may use such time, based on staffing levels as determined by the County. The County has the right to deny such compensatory time off and pay overtime instead. Once an employee has accrued one full shift or more of compensatory time, the accrued compensatory time shall be scheduled to be used or paid out within ninety (90) days of the date of accrual. In any case, employees may not carry accrued compensatory time for more than one year, at which time the employee will be paid for all accrued compensatory time.
- L.** The provisions of this Article shall be the official policy for overtime assignments. Overtime will be accomplished in the manner prescribed herein.
- M.** Overtime will be scheduled - fairly and equitably - by means of one (1) overtime list. This list shall be in order of time in classification seniority, with all employee ranks, qualifications, and shift assignments listed next to their names (i.e., Fire Fighter / Paramedic, Air Rescue, Hazardous Materials, Technical Rescue, Communications Captain, etc.), except for qualified lieutenants and captains who will be considered company officers and be permitted to fill either rank for purposes of overtime assignments.

**N.** When an overtime assignment becomes available, the appropriate officer will initiate the automated system to call for the overtime by the following rules. If the automated system is unable to call, these rules will be followed manually by the officer.

1. Beginning with the first name, the officer will attempt to contact the employee listed on that roster, who has the minimum qualifications of the position needed. When subsequent overtime positions are available, the roster will be followed in order, always starting with the employee with all the needed qualifications, and the least amount of overtime hours.

2. Employees will be permitted to “signup” for overtime through the automated system. When an overtime position is available, the automated system will contact employees on the signup list with all the needed qualifications and the least amount of overtime hours. Employees may add or remove their name from a signup list up to one (1) hour prior to the start of shift - 0700 hours. If the overtime assignment is not filled by an employee on the signup list or the signup list is not available due to manual staffing, overtime will continue to be called in accordance with paragraph N.1.

3. Once an employee accepts an overtime assignment, that employee shall be placed on the list to the appropriate position based on the total number of hours worked.

4. Any employee who refuses an overtime assignment of twelve (12) hours or more shall be charged as if the employee had actually worked the time. Assignments of less than twelve (12) hours shall be charged against the employee only if accepted. If an employee declines to accept an assignment of less than twelve (12) hours, there

shall be no charge against the employee on the overtime list. Overtime charges will be hour for hour (i.e., an employee can not have over twenty-four (24) hours of charges for one (1) twenty-four (24) period).

**5.** Employees shall supply the Fire Rescue Division with one (1) overtime contact number (i.e., home telephone, cellular telephone, pager, etc.). Employees shall maintain their own overtime number through the automated system. If the employee is not contacted, or does not respond to a page, they will not be charged. If the employee elects to use a pager as his/her contact number, they will be allowed five (5) minutes to call back prior to contacting the next qualified employee on the overtime assignment list. If there is no sign up list available or if the overtime position to be filled is an immediate assignment (i.e., a unit is out of service, an employee needs to go home sick, an employee is on mandatory holdover, etc.), only two (2) minutes will be allowed to call back prior to contacting the next qualified employee. Although the next employee will be called, the position will be held open for all employees contacted until it is filled.

**6.** If the employee is on a Kelly Day, he/she can be called for an overtime assignment. If the employee is on an approved shift swap and unable to accept the overtime assignment, this will not be charged against the employee.

**7.** Employees will be allowed to perform time swaps of up to twelve (12) hours while on an overtime assignment.

**8.** If no employee(s) are available to work the overtime assignment, the Division will upgrade qualified employee(s) on the shift (according to the temporary upgrading article), where the overtime is needed, and call overtime (as described above) for the



rank/classification that was vacated by the upgrade.

9. In an effort to prevent the utilization of mandatory overtime assignments, only after exhausting all measures available and prior to utilizing a mandatory assignment the County shall be permitted to call persons qualified to work in a higher classification to fill the overtime assignment in an Acting capacity. Persons upgraded while on an overtime assignment shall be entitled to temporary upgrade pay as outlined in the Temporary Upgrading Article.

10. The Fire Rescue Division shall attempt to schedule overtime the preceding day.

11. Employees may request to have their names removed from the overtime roster. Should an employee wish to place their name back on the list, they must notify the Division. All requests shall be in writing.

O. After the procedure delineated in Section N of this Article has been followed, the County has the right to make mandatory overtime assignment beginning with the lowest person on the seniority roster qualified for the overtime assignment. The County will not require the same employee to accept more than one (1) mandatory assignment within the period of one (1) running year, unless during a declared emergency situation (by the County Administrator) or natural disaster. The County will make every reasonable effort to limit mandatory overtime assignments to twelve (12) hours when the mandatory overtime to be filled is a full shift. Any employee misrepresenting the occurrence of a previous mandatory assignment within a running twelve (12) month period shall be subject to disciplinary action. Any mandatory assignment on an official county holiday will be paid at the rate of double time. A running year shall be defined as twelve (12) months from the date the employee was

last required to work a mandatory assignment.

- P.** All employees who have a change in rank or classification, for any reason (including but not limited to new employees, promotions, demotions, and mergers), will have their overtime hour bank adjusted to the average of that specific job classification. This includes employees returning to the overtime list after removing their names as provided in paragraph N.11. above.
- Q.** Any employee may be called for overtime assignments of four (4) hours or less. Employees who decline an overtime assignment for four (4) hours or less will not have those hours counted against them on the overtime list. Employees that accept an overtime assignment for four (4) hours or less will have the actual hours worked charged against them.
- R.** Employees shall not be permitted to work an overtime assignment while on an approved leave.
- S.** No employee would normally be contacted to work an overtime assignment after working or are scheduled to work forty-eight (48) consecutive hours excluding holdovers.
- T.** Within fifteen (15) days of ratification of this agreement all overtime banks shall be reset to zero.

**ARTICLE 49**

**MAINTENANCE**

**A.** Members of the bargaining unit will perform normal preventative vehicle maintenance including the following:

1. Checking battery water level if accessible, and maintaining at recommended operating level;
2. Checking engine oil level and maintaining at recommended operating level;
3. Checking fuel level and maintaining at practical and useable operating level;
4. Checking tire pressure and maintaining at recommended operating level;
5. Checking of transmission fluid level, if accessible, and maintaining at recommended operating level; and
6. Routine cleaning of vehicle.

**B.** Normal equipment maintenance will be performed by employees, including the following:

1. Routine cleaning of equipment;
2. Charging batteries to operating level; and
3. Replacing batteries.

**C.** Station duties shall consist of normal housekeeping responsibilities.

**D.** Members of the bargaining unit will promptly report to their immediate supervisor any deficiency in the above or any other mechanical or physical condition of vehicles or equipment requiring maintenance or repair.

- E.** Members of this bargaining unit will perform no lawn, building, or property maintenance.

## **ARTICLE 50**

### **COMMUNICABLE DISEASES/HAZARDOUS MATERIALS**

The County agrees that employees covered by this Agreement who feel that they may have been exposed to a communicable disease or to a hazardous material as a direct result of the performance of their duties for the County, may file a Notice of First Injury (BCL-1) which will be kept on file by the County indefinitely. However, the parties specifically agree and understand that nothing in this Article shall be construed as a presumption that any exposure to a communicable disease; or exposure to hazardous material, is job related or that any claim for worker's compensation benefits is Compensable.

**ARTICLE 51**

**DRIVER ENGINEER**

- A.** It is agreed by both parties that the classification/rank of Driver Engineer shall continue to be maintained within the bargaining unit.
- B.** Further, it is our mutual understanding that Driver Engineers shall be assigned to all in service engines, pumper tankers, squirts, ladder trucks and similar apparatus which require a knowledge of pumps and hydraulics to operate.
- C.** As evidenced in the pay plan Appendix A - Driver Engineer immediately precedes the position of Fire Rescue Lieutenant.

**ARTICLE 52**

**LETTERS OF UNDERSTANDING**

The attached Letters of Understanding, listed below, are to continue in effect throughout the term of this agreement.

<u>Date</u>	<u>Subject</u>
1) December 6, 1990	Alternate Work Schedules
2) July 6, 1998	Fire Rescue Captain/Communications Supervisor
3) April 9, 1996	Medical Coverage Plan for Disabled Employees
4) July 1, 1998	Two Year Promotional Test Schedule
5) Date of Signing	Pilot Wellness Program
6) Date of Signing	Implementation of Consolidated Classifications

## **ARTICLE 53**

### **TERM OF AGREEMENT**

**Section 1.** The provisions of this agreement shall be effective for fiscal year 2000/2001 upon ratification of the Union membership and approval of the Board of County Commissioners for Broward County, Florida except as otherwise provided in the Agreement, and shall continue in force through September 30, 2001.

**Section 2.** This agreement shall continue in effect subsequent to September 30, 2001 or until a successor agreement is approved and implemented except as otherwise provided in the Agreement. If either party desires to modify this agreement, the moving party must notify the other in writing of its intent to bargain at least one hundred twenty (120) days prior to September 30, 2001. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to September 30, 2001.



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

FOR BROWARD COUNTY:

FOR LOCAL 3333 - IAFF:

\_\_\_\_\_  
Commission Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Director  
of Human Resources

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness