COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF OAKLAND PARK, FLORIDA

AND

METRO BROWARD PROFESSIONAL FIRE FIGHTERS LOCAL 3080

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

BATTALION CHIEFS BARGAINING UNIT

OCTOBER 1, 2017 – SEPTEMBER 30, 2019

Table of Contents

ARTICLE 1.0 AGREEMENT 1
ARTICLE 2.0 RECOGNITION 2
ARTICLE 3.0 FIREFIGHTERS BILL OF RIGHTS 3
ARTICLE 4.0 PREVAILING RIGHTS 4
ARTICLE 5.0 MANAGEMENT RIGHTS 5
ARTICLE 6.0 DUES DEDUCTIONS 7
ARTICLE 7.0 BULLETIN BOARDS 8
ARTICLE 8.0 UNION BUSINESS 9
ARTICLE 9.0 DRUG FREE WORKPLACE 11
ARTICLE 10.0 PREVAILING RIGHTS 13
ARTICLE 11.0 CALL BACK PAY 16
ARTICLE 12.0 COURT APPEARANCES 17
ARTICLE 13.0 BEREAVEMENT LEAVE 18
ARTICLE 14.0 DETENSE OF CIVIL ACTIONS 19
ARTICLE 15.0 NON-HARASSMENT & NON-DESCRIMINATION 20
ARTICLE 16.0 PROMOTIONAL PROCESS 21
ARTICLE 17.0 SHIFT/TIME EXCHANGE 23
ARTICLE 18.0 SICK TIME 25
ARTICLE 19.0 VACATION 29
ARTICLE 20.0 WAGES 30
ARTICLE 21.0 EMPLOYEE EVALUATIONS 32
ARTICLE 22.0 HOLIDAYS 33
ARTICLE 23.0 WORKING OUT OF CLASSIFICATION 34
ARTICLE 24.0 HURRICANE LEAVE 35
ARTICLE 25.0 EDUCATIONAL INCENTIVES 36
ARTICLE 26.0 OVERTIME AND HOURS OF DUTY 37
ARTICLE 27.0 GRIEVANCE AND ARBITRATION PROCEDURE 39
ARTICLE 28.0 RESERVED 43
ARTICLE 29.0 FIRE RESCUE DEPARTMENT SICK LEAVE TIME POOL 44
ARTICLE 30.0 INSURANCE 46

ARTICLE 31.0 ON-THE-JOB-INJURY 47
ARTICLE 32.0 LIGHT DUTY (OFF-THE-JOB DISABILITY) 49
ARTICLE 33.0 REDUCTION IN FORCE 50
ARTICLE 34.0 PROHIBITION AGAINST REOPENING OF NEGOTIATIONS 51
ARTICLE 35.0 LONGEVITY LEAVE BENEFITS 52
ARTICLE 36.0 RETIREMENT BENEFITS 53
ARTICLE 37.0 SENIORITY 56
ARTICLE 38.0 LABOR MANAGEMENT COMMITTEE 58
ARTICLE 39.0 TAKE HOME VEHICLES FOR FIRE PREVENTION 59
ARTICLE 40.0 WORKPLACE SAFETY COMMITTEE 60
ARTICLE 41.0 TERM OF AGREEMENT 61
SIGNATURE PAGE 62

ARTICLE 1.0
AGREEMENT

1.1 The City of Oakland Park, Florida herein after referred to as the "CITY" or the "EMPLOYER," and Metro Broward Professional Fire Fighters Local 3080 International Association of Fire Fighters herein after referred to as the "UNION," hereby enter into this Agreement establishing the wages, benefits and terms and conditions for members of the Bargaining Unit.

1.2 The UNION represents a bargaining unit comprised of the following position:

Battalion Chiefs – PERC Certification 1210

1.3 This Agreement shall be binding on the City and only those UNION bargaining units that ratify the Agreement. If one of the UNION'S bargaining units fails to ratify this Agreement, the Agreement will nonetheless be binding on the bargaining unit that ratified the Agreement.

ARTICLE 2.0
RECOGNITION

2.1 The City recognizes that the Union is the sole representative of the employees employed by the City in the positions listed in Article 1 for the purpose of bargaining with respect to wages, hours of work, working conditions and all job-related items.

2.2 The terms "member(s)" and "employee(s)" as used in this Agreement are synonymous and refer to employees who are employed in the positions listed above.

2.3 Ratification of this agreement shall not constitute a waiver by either party to petition the Florida Public Employees Relations Commission (PERC) for modification of either of the Bargaining Units.

2.4 If, during the term of this Agreement, the City considers creating a new position, the City and Union will meet to discuss the appropriateness of inclusion of the position in one of the bargaining units. City and Union will reopen bargaining to address the wages, benefits, and conditions of employment only for positions added to the bargaining units by PERC order.

ARTICLE 3.0
FIREFIGHTERS BILL OF RIGHTS

3.1 The City and the Union agree to fully comply with all the provisions of Section 112.80, et seq., Florida Statutes, the Firefighters' Bill of Rights. The exclusive remedy for any violation of the Firefighters Bill of Rights are as set forth in Section 128.83, Florida Statutes and not through the grievance or disciplinary appeal procedures of this Agreement.

3.2 The Union will provide each of its members with a copy of the Firefighters' Bill of Rights.

ARTICLE 4.0
PREVAILING RIGHTS

4.1 All rights, privileges and working conditions enjoyed by the Employees at the present time, which are not included in the Agreement, shall remain in full force unchanged and unaffected in any manner during the term of this Agreement unless changed by written consent by both parties. This provision shall not limit the City's managerial right, (Article 5, 14) to determine or modify staffing levels.

4.2 There are no past practices that are monetary in nature except those expressly provided in this Agreement.

4.3 The City of Oakland Park Civil Service Rules and Regulations are applicable to Bargaining Unit members unless in conflict with provisions of this Agreement. When a conflict exists, the terms and conditions of this Agreement will prevail.

ARTICLE 5.0
MANAGEMENT RIGHTS

5.1 The Union and its members recognize and agree that the City has the sole and exclusive right to manage and direct any and all of its operations in accordance to law. Accordingly, the City specifically, but in no way of limitation, retains the sole and exclusive right to:

5.1.1 Decide the scope of service to be performed and the method of service;

5.1.2 Determine the criteria and standards of selection for employment;

5.1.3 Terminate, demote, or suspend without pay for just cause or to otherwise discipline employees;

5.1.4 Promote and/or otherwise establish the criteria and/or procedure for promotions within and without the Bargaining Unit. However, the City will establish set criteria for promotion, and the City will outline the criteria in its work rules. The City reserves the right to change the promotional criteria, and the City agrees to notify the Union of any changes in said criteria;

5.1.5 Establish and conduct a performance evaluation system;

5.1.6 Transfer employees from station to station and from time to time for non-discriminatory reasons.

5.1.7 Lay off and/or relieve employees from duty due to lack of work;

5.1.8 Re-hire employees;

5.1.9 Determine the starting and quitting time and the number of hours and shifts worked;

5.1.10 Determine the allocation and the content of job classifications;

5.1.11 Formulate job descriptions, including the right to add to, delete from, or alter the job description of any Bargaining Unit position;

5.1.12 Control the use of equipment and property of the City, and City agrees not to require employees to use their own personal equipment to perform their duties;

5.1.13 Determine the number, location and operation of stations and substations and/or divisions thereof;

5.1.14 Schedule and assign the work to employees and determine the size, allocation and composition of the work force;

5.1.15 Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment; consistent with safe practices;

5.1.16 Take whatever action necessary to carry out the mission and responsibility of the City in disasters or declared emergencies;

5.1.17 Formulate, establish, amend, revise and implement reasonable policies or reasonable rules and regulations;

5.1.18 Formulate, establish, amend, revise, and implement programs and procedures;

5.1.19 Require employees to observe and obey the City's policies, procedures, and rules and regulations;

5.1.20 Require all Bargaining Unit employees to, at any time, submit to medical examinations, at the medical facility/doctor chosen by the City, the cost of such examinations shall be paid by the City.

5.1.21 Exercise any rights which are incidental to the foregoing.

5.2 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, power, and authority that the City had prior to entering into this Collective Bargaining Agreement, is retained by the City, except as specifically abridged, delegated or modified by this Agreement.

5.3 If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

ARTICLE 6.0
DUES DEDUCTION

6.1 Any member of the Union who has submitted a properly executed dues deduction card or statement to the Chief of Fire Rescue may by request in writing, have their membership dues deducted from their wages.

6.2 Dues shall be deducted one (1) time every two (2) weeks and shall be transmitted to the Union. If an employee does not have a check due to them or if the check is not large enough to satisfy the deduction, no collection shall be made from the employee for that month. The City shall have neither responsibility nor liability for any monies once they are sent to the Union.

6.3 It shall be the responsibility of the Union to notify the Chief of Fire Rescue of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, or special assessments from the wages of any member.

6.4 Any member of the Union may, on thirty (30) days' notice to the City and the Union, request that the City cease deducting dues from their wages. The City will immediately forward revocation notice to the Union.

6.5 A request for dues deduction, as well as a request to increase dues deductions, must be provided to the City in writing, on a card or statement provided by the Union or City.

ARTICLE 7.0
BULLETIN BOARDS

7.1 The City will continue to furnish and maintain one (1) bulletin board for each station for the exclusive use of Local 3080, International Association of Fire Fighters, for the purposes of posting notices concerning Union business. The bulletin board will be paid for and provided by the City. The current size and location of bulletin boards shall be maintained during the term of this Agreement.

7.2 Any notice or items placed on the bulletin board shall bear on its face the legible designation of the person responsible for placing said notice on the bulletin board. All direct costs to preparing and posting of Union material will be borne by the Union and in no way shall City facilities other than the approved bulletin boards be utilized for the dissemination of Union material. The City shall have the right to make copies of any item or notice on the bulletin board.

7.3 Under no circumstances shall the Union or any Bargaining Unit employee tender for posting any item or notice containing material which would, directly or indirectly, disparage elected or appointed City Official or employee.

7.4 The Union shall indemnify and hold harmless the City against all claims and actions arising from the posting, by the Union, of inappropriate, discriminatory or offensive material.

7.5 All materials posted on the bulletin boards must not violate any state, federal, or local laws.

ARTICLE 8.0
UNION BUSINESS

8.1 The Union shall designate three (3) members as Union Representative and names are to be filed with Human Resources.

8.2 Collective Bargaining:

8.2.1 Two Union officials and/or members shall be granted reasonable time during working hours, without loss of pay, to attend collective bargaining sessions with the City.

8.3 Representative Activity:

Time, without loss of pay, shall be granted for the processing of grievances or disciplinary appeals with a duly designated representative of the UNION during working hours. The CITY, in its discretion, may deny a representative the use of paid time off if it interferes with productivity or staffing needs. However, the exercise of the right of refusal on the CITY's part shall not be arbitrary or capricious, nor shall it allow the CITY to proceed in a manner which deprives the employee of his or her right of representation. A UNION representative shall be released from duty to accompany a bargaining unit member when:

8.3.1 The employee is required to appear at a hearing related to a grievance or disciplinary appeal.

8.3.2 The employee is presenting or responding to a grievance or disciplinary appeal.

8.3.3 The employee is subject to interrogation in conjunction with an internal affairs investigation.

8.3.4 The employee is attending a pre-determination hearing.

8.4 Union Activities:

Union officers and Bargaining Unit members may schedule time off without pay, or with pay from the Union time pool, to engage in Union business (conventions, conferences, seminars, etc.) subject to each of the following conditions:

8.4.1 A written request including reason, time and location is submitted to department management at least five (5) calendar days prior to the time off period for approval, unless lesser notice is approved by the Chief of Fire Rescue.

City ZD Union RP

8.4.2 If their absence causes overtime it will be deducted out of the Union time pool at time and a half (1.5).

8.4.3 A written request shall not be required for meetings mutually agreed upon between the City and the Union.

8.4.4 Employees of equal rank shall have the right to exchange shifts when the exchange is in compliance with the time exchange article and does not interfere with the operation of the Fire/Rescue Department.

8.4.5 Time off as provided in the Article for local Union Officials shall not disrupt department operations as determined by the Chief of Fire Rescue.

8.5 Bargaining Unit members shall fund and may use time contributed by bargaining unit members to offset unpaid Union activity leave.

8.6 Any member may voluntarily donate up to eight (8) hours per year of personal, vacation or holiday time to the Union time pool for use as described above. Forms used to donate time and the tracking of the use of the time will be provided by the City, time will be donated twice a year: the first pay period of October and the first pay period of April. The Union is responsible for the collection and submission of signed donation forms to Human Resources at least two weeks prior to use.

8.7 All leave requests for Union business must be signed by the Union District Vice-President before approval.

ARTICLE 9.0
DRUG FREE WORKPLACE

9.1 Bargaining unit members are subject to the City of Oakland Park's Drug Free Workplace, a copy of which is attached to this Agreement as Appendix One.

9.2 The City of Oakland Park and the Union are committed to an alcohol and drug-free workplace in the interest of safety for its employees and the public. As such, bargaining unit employees are subject to random drug testing:

9.2.1 Process: The random selection process will be contracted through a licensed third-party vendor. When an employee is notified that he/she has been selected to take a random drug/alcohol test, the employee will be escorted immediately to the testing center.

9.2.2 Up to 3 members of the Local 3080 may be randomly tested for drugs each month. The rule "obey first, grieve second," applies to an order to submit to a random drug test. Submission to a test does not constitute a waiver of an employee's or the Union's right to file a grievance challenging the order or the result of the test. Refusal to comply with an order to submit to a random drug test will result in dismissal from employment. Any first positive test for drugs and alcohol will constitute a basis for treatment for substance abuse (illegal drugs, prescription drugs, and/or alcohol).

9.2.3 Any individual who has a verified positive drug or alcohol test as a result of random drug testing, must be removed from their duties until the appropriate evaluation(s) and return to duty requirements have been met.

9.2.4 The City shall offer the employee the opportunity to enroll in an accredited substance abuse program. Attendance at an accredited drug/alcohol rehabilitation program (including any after-care program) will be at the employee's expense. This will not prohibit an employee from seeking and obtaining reimbursement in the accordance with any available insurance coverage provided by the City.

9.2.5 Employee will be placed on leave-without-pay status. Employees enrolled in treatment programs may utilize accrued paid leave or be granted leave without pay to attend treatment programs. Upon successful completion of an employee assistance program or an alcohol and drug rehabilitation program; the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation.

9.2.6 Employee shall be subject to follow-up testing on a quarterly basis for two years.

9.2.7 Any employee in a probationary status receiving a positive confirmed drug test will be dismissed.

9.2.8 A second verified positive drug or alcohol test will result in discharge from employment.

9.3 Refusal to Submit Definition. A "refusal to submit" occurs when an employee fails to provide adequate urine for controlled substances testing without a valid medical explanation, or when an employee engages in conduct that clearly obstructs or delays the testing process. This also includes the adulteration or addition of foreign substances to the urine specimen. Providing a specimen outside the normal temperature range (cold specimen) is evidence of adulteration.

ARTICLE 10.0
UNIFORMS

10.1 Clothing and safety gear: The City agrees to supply each member with the following articles of clothing and safety gear, provided, the City is not required to issue new clothing or gear to members until clothing and gear currently issued requires replacement:

Shift Personnel

One (1) class A dress shirt long sleeve and two (2) class B short sleeve
Five (5) class C polo work shirts
Three (3) exercise tee shirts
One (1) set dress attire (belt, shoes, pant, tie)
Badge, rank insignias and name tag
Three (3) pair of tactical pants and one (1) belt, bunker gear, boots, helmet, suspenders
Two (2) NFPA approved hoods and one (1) pair of suppression gloves, and one (1) pair of extrication gloves
Two (2) pair of exercise shorts
One (1) jump suit
One (1) departmental ball cap
One (1) winter jacket or sweatshirt
One (1) rain coat

Non-Shift Personnel

Five (5) class B dress shirts short sleeve and two (2) class A long sleeve shirts
Five (5) class C polo work shirts
Three (3) exercise tee shirts
Badge, Rank insignias and name tag
Five (5) pair of tactical pants
One dress belt and one (1) tactical belt
Bunker gear, boots, helmet, and suspenders
Two (2) NFPA approved hoods
One (1) pair of suppression gloves and one (1) pair of extrication gloves
One (1) set dress attire (belt, shoes, pant, and tie)
Two (2) pair of exercise shorts
One (1) jump suit
One (1) departmental ball cap
One (1) winter jacket or sweatshirt
One (1) rain coat

NOTE: Officers receive all insignias in gold, dress hats and dress jackets.

10.2 Class A- Dress uniform will be defined as issued long sleeve uniform shirt, tie, dress belt, dress pant, dress shoes.

10.3 Class B- Uniform is defined as issued short sleeve uniform shirt, issued pants (dress or tactical) and shoes (dress or tactical)

10.4 Class C- Uniform is defined as issued polo type shirts, tactical pants and boots or shoes. Note: wearing of the jumpsuit will be considered a Class-C uniform.

10.5 Class D- Uniform is defined as an issued tee shirt and shorts.

10.6 The City agrees to repair or replace those items it provides when repair or replacement is deemed necessary by the Fire Chief or designee, in their sole discretion. Members are responsible for the care, maintenance, alterations, and cleaning of uniforms to ensure proper fit and appearance.

10.7 Additional or lost uniform items listed above may be purchased by employees from the City at cost, with approval of the Chief of Fire Rescue.

10.8 Safety gear will be replaced when no longer functional.

10.9 Shoes: The City will provide ANSI certified safety shoes provided by Broward Sheriff's Fire Rescue Logistics Division in accordance with the following:

10.9.1 When it has been determined by the Chief of Fire Recue or designee that safety shoe replacement is necessary.

10.9.2 A Department safety shoe replacement request form is completed and submitted to Battalion Chief/Division Chief for approval.

10.9.3 The Department will attempt to acquire proper size of replacement safety shoes through the Fire Rescue Support Service Coordinator. Should a personal visit with BSO Fire Rescue Logistics be required to determine safety shoe size, the employee will be not be paid for this time.

10.9.4 In the event BSO Fire Rescue Logistics Division becomes an unacceptable vendor during the duration of this Agreement, the Department Labor/Management Committee and/or Safety and Health Committee will recommend another vendor to the Chief of Fire Rescue.

OR

The City will reimburse up to $150.00 for ANSI approved safety shoes upon initial employment and/or when the following conditions have been met:

10.9.5 When it has been determined by the Chief of Fire Rescue or a designee that shoe replacement is necessary.

10.9.6 The replacement shoes are City designated safety shoes.

10.9.7 The proper shoe replacement request form is completed and submitted to Battalion Chief for approval.

10.9.8 The approved request, safety shoe documentation, and paid receipt must be submitted to Fire Administration within thirty (30) days of approval.

10.10 The City will provide a washer and dryer in each fire station to be used for the sole purpose of decontaminating uniforms.

ARTICLE 11.0
CALL BACK PAY

11.1 Members who are called back to work from off-duty shall be paid at least two (2) hours of call back pay at a rate of time and one-half the employee's hourly rate of pay.

11.2 The Chief of Fire Rescue or his designee shall be the authorized agent to initiate/terminate the call back of personnel.

11.3 Reporting to work early or being held over a work shift will be on an hour to hour basis and not subject to call back pay.

ARTICLE 12.0
COURT APPEARANCES

12.1 Any member required to attend a judicial matter arising from the performance of his/her duty shall be compensated for said services as follows:

12.1.1 Attendance while on duty: employee will receive no additional pay

12.1.2 Attendance while off duty: employee will be paid for attendance at a rate of one and one-half the employee's base hourly rate. A minimum guarantee of two (2) hours payment will be made for any appearance under this article to an employee who is off duty on the day of the appearance but the appearance is more than two (2) hours before the beginning or more than two (2) hours after the end of the employee's shift.

12.1.3 Witness attendance fees shall be retained by the employee only when the employee actually attends the judicial matter. If the employee is excused from attendance, the witness fees shall be returned to the payer.

12.2 Members who are required to attend a judicial matter arising from performance of his/her duties shall give notice to the Fire Chief and City Attorney. Rescheduling may be requested and coordinated by the City.

12.3 Payment shall be made as soon as possible following completion of the service.

ARTICLE 13.0
BEREAVEMENT LEAVE

13.1 Members who have a death in their immediate family will be granted bereavement leave, with pay of two (24) hour shifts for shift personnel or four (4) eight (8) hour days for non-shift personnel.

The term "immediate family" means an employee's wife, husband, registered domestic partner, father, mother, sister, brother, son, daughter, grandson, granddaughter, grandmother, and grandfather of the employee or the employee's spouse.

ARTICLE 14.0
DEFENSE OF CIVIL ACTIONS

14.1 The City will provide a defense of members in civil actions arising from a complaint for damage or injury as provided in Florida Statute 111.07.

City _____ Union _____

ARTICLE 15.0
NON-HARASSMENT & NON-DISCRIMINATION

15.1 The City will not interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any officer because of membership or because of any activity in any official capacity on behalf of the Union. The Union shall not discriminate against any bargaining unit member who fails to join the Union.

15.2 The City and Union oppose harassment and discriminatory behavior of any nature. The City and the Union shall work jointly to eradicate harassment and discriminatory conduct in the work place. To that end, the City and the Union agree that bargaining unit members have an affirmative duty to report incidents of harassment or discriminatory behavior when it occurs in their presence or comes to their attention to the Chief of Fire Rescue, Human Resources Director or designee. The City has an established procedure to investigate all reports of harassment or discriminatory conduct. Harassment and/or Discriminatory conduct by an employee can result in disciplinary action up to and including termination. Discriminatory conduct may be any communication, verbal or non-verbal, which is unwelcome, objectionable, or not acceptable, desired, or solicited and relates to race, sex, color, religion, national origin, handicap, familial status, sexual orientation, sexual identity, age, or marital status. Harassment is unwanted, unwelcomed and uninvited behavior that demeans, threatens or offends the victim and results in a hostile environment for the victim. Harassing behavior may include, but is not limited to, epithets, derogatory comments or slurs and lewd propositions, assault, impeding or blocking movement, offensive touching or any physical interference with normal work or movement, and visual insults, such as derogatory posters or cartoons.

15.3 Failure to report harassment or discrimination perpetuates conduct in the workplace. A city employee who has knowledge of harassment or discriminatory conduct and fails to report it is equally subject to disciplinary action.

15.4 The parties agree that alleged violations of these sections are not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 16.0
PROMOTIONAL PROCESS

16.1 Bargaining Union members are eligible for testing pursuant to criteria set forth in the Classification Descriptions.

16.2 Promotion exams shall be scheduled by the Human Resource Department every two (2) years, and may be given sooner when a vacancy occurs and the eligible list is below three (3) for the positions of Rescue Supervisor, Driver Engineer Paramedic, Lieutenant Paramedic and Captain. The duration of each eligible list, and the names appearing thereon, shall be for a two-year period. Any such list which has been in force for less than two years, shall be deemed cancelled upon the establishment of a new eligible list for the same classification. Applicants may not test for the same classification more than twice every six months.

16.3 Promotional Exams shall consist of an oral component and a skills and/or knowledge assessment component. Each component will be valued at 100 points. A candidate for promotion must obtain a passing score of seventy (70%) percent on each exam component. The final score for ranking purposes will be based on the total score of all components. The Chief of Fire Rescue will conduct oral interviews of the candidates for promotion. The oral component will comprise 30% of the final score and a skills and/or knowledge assessment will comprise 70% of the final score. The Department's Labor/Management Committee may provide recommendations for skills and/or knowledge assessment criteria deemed applicable to each respective classification to the Director of Human Resources. The Director of Human Resources and Fire Chief will determine applicability and economic feasibility of skills and/or knowledge assessment recommendation to finalize the testing process. The Director of Human Resource has the final approval of the testing processes as related to this article.

16.4 Employee will receive bonus points to be added to their final score for educational degrees and/or acting experience obtained beginning the first of the month following ratification of the contract in the position being applied for. Educational degrees for Associates and Bachelor's Degree must meet eligibility requirements of section 633,382, Florida Statues and Rule 69A-37.084

Associate's Degree and/or 2400 hour of Acting	addition of two (2) points
Bachelor's Degree and/or 4800 hours of Acting	addition of four (4) points
Master's Degree and/or 6240 hours of Acting	addition of six (6) points

16.5 Testing components and information will be posted at least sixty (60) days prior to the exam.

16.6 All promotions will be made by using competitive testing. Test dates shall be posted no less than forty-five (45) days prior to the scheduled promotional exam.

16.7 All promotions will be made from the promotional lists resulting from the promotional exams.

16.8 The Chief of Fire Rescue shall have the sole and exclusive discretion to pick from the top three (3) candidates for each position. In making evaluations, the Chief of Fire Rescue may, choose to conduct oral interviews of the candidates for promotion. When a promotion is made from the top three (3), the next ranking applicant shall be moved up the list to provide a pool of three (3) from which to make the next selection. If less than three (3) candidates pass both components of the examination, promotions may be made from those passing the exam. Eligibility for taking an examination for promotion will be stated in the official City job description for the position.
The City and Union agree that vacancies in bargaining unit positions above the ranks of firefighter/paramedic and fire inspector would first go through a closed promotional process open to current bargaining unit members only. However, in the event a closed promotional process fails to result in an eligibility list of at least three (3) qualified candidates, the City may, at its sole discretion, conduct a competitive selection process to fill the vacant positions.

16.9 Compensation for Promotions

16.9.1 When an employee is promoted to a higher classification/pay grade, the employee's base salary shall be increased according the following chart:

CURRENT POSITION	PROMOTIONAL POSITION	PERCENT INCREASE
Fire Inspector	Firefighter Paramedic	5%
Firefighter Paramedic	Firefighter Paramedic -Driver	5%
Firefighter Paramedic	Fire Rescue Supervisor	5%
Firefighter Paramedic	Fire Lieutenant	7.5%
Firefighter Paramedic -Driver	Fire Lieutenant	7.5%
Fire Rescue Supervisor	Fire Lieutenant	7.5%
Firefighter Paramedic	Fire Captain or Prof Dev. Captain	10%
Firefighter Paramedic -Driver	Fire Captain or Prof Dev. Captain	10%
Fire Rescue Supervisor	Fire Captain or Prof Dev. Captain	10%
Fire Lieutenant	Fire Captain or Prof Dev. Captain	5%
Fire Lieutenant	Battalion Chief	15%
Captain	Battalion Chief	10%

Rescue Supervisor and Driver Engineer/Paramedic are considered equivalent positions. There is no pay increase due to reassignment from one to the other.

City ZD Union MP

ARTICLE 17.0
SHIFT/TIME EXCHANGE

17.1 Employees may exchange a shift or portion of a shift or a Kelly Day under the following conditions:

17.1.1 Each of the employees involved in the exchange are qualified to perform the normal duties of the other.

17.1.2 The time exchanged is paid back hour for hour.

17.1.3 The exchange is approved 48 hours in advance by the Battalion Chief of the shift impacted by the proposed exchange. It is up to the Fire Chief or a designee to waive the forty-eight (48) hour notice requirement.

17.1.4 Each Bargaining Unit member is limited to twenty (20) time exchanges per calendar year, except in cases when exchanges are for educational reasons, provided the department may deny a request for shift exchange for management purposes when extraordinary reasons exist. By way of example, and not limitation, an exceptional reason would be an imbalance of experienced and inexperienced employees on one shift or to maintain separation of employees who have pending legal disputes between them.

17.1.5 Time exchange that results in an individual being absent from their assigned shift for more than four (4) shifts must be approved by the Chief of Fire Rescue or designee. This applies for absences from any combination of time exchange, Kelly day, vacation, personal leave.

17.2 For the purpose of this section a shift exchange occurs when one employee works for another for greater than sixty (60) minutes.

17.3 Employees working out of classification as the result of a time exchange are not entitled to assignment pay.

17.4 An employee agreeing to a properly approved shift or time exchange with another employee is responsible for reporting to duty as agreed upon and performing the duties of the other employee.

17.5 Employees, within the Battalion Chief bargaining unit or as otherwise approved by the Chief of Fire Rescue or a designee, may exchange a shift or portion of a shift under the following conditions:

17.5.1 The time exchanged is paid back hour for hour.

17.5.2 The exchange is approved 48 hours in advance by the Chief of Fire Rescue or designee. It is up to the Chief of Fire Rescue or a designee to waive the forty-eight (48) hour notice requirement.

ARTICLE 18.0
SICK TIME

18.1 The City has the right to expect regular and dependable attendance from its employees. Sick leave is not to be considered a right, which an employee may use for purposes other than bona fide personal illness or injury, and shall not be used for vacation, outside employment or other personal reasons.

18.2 Sick leave hours accrued at a rate of 4% of hours in paid status per pay period, excluding hours worked in overtime status

18.3 The maximum number of hours of sick leave which can be accrued is 1200 hours.

18.4 Sick leave for a new employee will begin to accrue immediately upon employment; however, new employee will not be eligible to take accrued sick leave until they have been in the employ of the City for three (3) consecutive months.

18.5 Individual bargaining unit member using accrued sick leave shall be charged at the rate of one (1) hour of accrued sick leave for each hour of work actually missed on the normally scheduled workday.

18.6 Sick leave will be granted to employees only when they are incapacitated and unable to perform their duties because of their sickness or injury. Visits to a physician, medical testing or dentist are chargeable to sick leave, up to three (3) hours per occurrence and must be pre-approved. Proof of such must be supplied to the department.

18.7 In every case of absence resulting from sickness or injury, the Fire Chief or his/her duly authorized representative shall be notified promptly. Upon return to work, the employee must complete a Leave Usage Form with the necessary information and submit to the Battalion Chief. Failure to comply with the above provisions may be considered grounds for denial of sick leave and the employee will not be paid for the absence.

18.8 A statement from the attending physician shall be required upon return to work in cases where the consecutive period of sick leave exceeds three (3) or more 8-hour work days for non-shift employees or two (2) or more consecutive twenty-four (24) hour shifts and may be requested for lesser periods of absence if the Chief of Fire Rescue or his/her designee believes sick leave is being abused. He/she shall provide a written order directing the employee to obtain a doctor's statement. Should it be discovered that an employee is taking sick leave under false pretenses, that time off shall be without pay and the employee will be subject to disciplinary action.

Note: Cost of certification/physician verification is always the responsibility of the employee

18.9 In instances where the illness of an employee extends beyond his sick leave credits, he may elect to apply earned annual leave credits toward sick leave to the extent available.

18.10 Upon retirement (resignation or layoff), accumulated sick leave hours below the cap of 600, will be paid as outlined below:

18.11 An employee who *resigns* in good standing from the city service with a minimum of two (2) years, but less than twenty (20) years, of continuous service shall be paid the cash value or if eligible apply through payroll deduction to a health savings account one-quarter (1/4) of his or her accumulated unused sick leave.

18.12 Any employee who *resigns* from the city service in good standing with twenty (20) years or more of continuous service shall be paid the cash value or if eligible apply through payroll deduction to a health savings account, one-half (1/2) of his or her accumulated unused sick leave.

18.13 An employee that *retires* in good standing from the city service with a minimum of ten (10) years of continuous service shall be paid the cash value or if eligible apply through payroll deduction to a health savings account, one-half (1/2) of his or her accumulated unused sick leave.

18.14 An employee that *retires* in good standing with a minimum of two (2) years, but less than ten (10) years, of continuous service shall also be paid the cash value or if eligible apply through payroll deduction to a health savings account, one-quarter (1/4) of his or her accumulated unused sick leave.

18.15 A member who is terminated for cause from employment with the City or probationary member forfeits accrued sick time.

18.16 The following regulations will be used in the administration of excessive use of sick leave and/or emergency absence.

DEFINITIONS:

Sick Leave: Time off, with pay, due to an incapacitating illness (or injury) to the employee or up to 3 hours of sick leave may be scheduled for employee's visits to physician, medical testing or dentist.

Emergency Absence: Unscheduled leave required by an employee for an unforeseen emergency. Emergency Absence will not be counted as time worked and will be deducted from leave other than sick leave. Emergency absence is provided so an employee may deal with short-duration family emergencies. Verification of need may be required.

Medical Certification/Verification: Medical Certification is defined as a physician's verification stating that the employee was unable to work, the dates the employee was under the physician's care, and the day the employee is able to return to work. Such verification shall be submitted to immediate supervisor upon return to work. Physician's verification which confirms only that patient was seen and a date will not constitute medical certification/verification.

Verification of Need: Proof of need for Emergency Absence not related to illness/injury to the employee or an immediate family member.

Family and Medical Leave (FMLA): Unpaid or applicable paid leave for specific medical and family reasons. (See: City of Oakland Park Family and Medical Leave Policy).

Note: Leave hours designated as "FMLA" will not count as unscheduled leave.

GUIDELINES:

- Fire Rescue personnel are required to maintain regular attendance.
- Fire Rescue considers unverified sick leave and/or emergency absence to be excessive when non-shift employees use more than forty-eight (48) hours of total time during any twelve (12) month performance appraisal rating period.
- Fire Rescue considers unverified sick leave and/or unverified emergency absence to be excessive when 24-hour shift employees use more than ninety-six (96) hours of total time during any twelve (12) month evaluation rating period
- Emergency Absence (EA) which is used for an emergency not related to Family Medical Leave Act will be counted toward the total time used, as defined in this policy.
- If an employee fails to maintain regular attendance or has excessive unscheduled or unverified absences; the following progressive corrective actions may be implemented absent any mitigating circumstances:

24 HOUR SHIFT EMPLOYEES

Unscheduled Leave	96 hours	120 hours	144 hours	168hours
Discipline	Verbal Warning	Written Warning	Final Warning with Suspension	Minimum of 48-hour Suspension

8 HOUR (40 HOUR WEEK) EMPLOYEES

Unscheduled Leave	48 hours	56 hours	80 hours	88 hours
Discipline	Verbal Warning	Written Warning	Final Warning with Suspension	Minimum of 16-hour Suspension

The foregoing guidelines will be implemented absent clear and convince mitigating circumstances. Absence due to personal illness or injury certified or designated as Family Medical Leave will not be considered for disciplinary action.

- Fire Rescue Administration will provide a monthly summary of employee sick leave use to appropriate supervisors to review with personnel, calculate ratings for annual performance evaluations and inform employees of attendance rating and related corrective action(s).

Unscheduled Sick Time (SWP) procedures:

- Personnel requesting unscheduled sick leave must advise their supervising Chief Officer at least one (1) hour prior to the start of their duty shift. For shift personnel the on-duty Battalion Chief must be advised after 0600 hours and no later than 0659 hours on the morning of their assigned duty shift. If unable to contact the supervising Chief Officer personnel should contact another on-duty officer. If no officer can be contacted leave a message on the supervising Chief Officer's or Fire Administration's main number voice mail.

- Unscheduled sick leave may be requested the evening before, but as a courtesy, contact should not be made later than 2130 hours.

- If an individual is physically unable to notify the department, arrangements should be made for someone else to call as soon as possible.

- Upon notification of an unscheduled sick leave request, the supervising Chief Officer will prepare and sign a leave authorization form and forward a photocopy of the form to Fire Administration with the daily payroll records. The original leave authorization will be retained until the employee's signature can be obtained and then forwarded to Fire Administration.

- Time off because of illness will be charged on a quarter (1/4) hour basis and shall be rounded to the nearest quarter (1/4) hour.

- Employees may return to work at any time during their normal work shift if physically able to do so. If another employee has been hired to maintain staffing levels, that employee will be relieved from duty when the employee on sick leave returns to duty.

- Upon approval of the Chief of Fire Rescue sick days may be classified as sick without pay when sick leave is denied or when a member is off sick and has used all of their accrued sick leave time.

City_____ Union_____

ARTICLE 19.0
VACATION

19.1 Vacation hours accrue at the rate of 6% for all hours in paid status per pay period, excluding hours in overtime status.

19.2 Vacation leave for a new employee will begin to accrue immediately upon employment; however, new employees will not be eligible to take accrued vacation leave until they have been in the employee of the City for twelve (12) consecutive months.

19.3 Maximum vacation accruals are as set forth on Exhibits "B & D."

19.4 A member who retires or resigns or is laid off from the City in good standing will be paid for accrued vacation time.

19.5 A member who is terminated for cause from employment with the City or a probationary member forfeits accrued vacation time.

ARTICLE 20.0
WAGES

20.1 Top-Out Provision
No employee covered hereunder shall receive a wage adjustment which would bring the employee above the top of the salary range of their job classification.

20.2 Bargaining Unit employees will receive wage increases as follows during the term of this Agreement:

20.2.1 In Year One (10/01/2017 to 9/30/2018):

Effective the first full pay period following the ratification of this agreement, applied retroactively to the first full pay period following 10/1/2017, each member who is not topped out in his/her range and received a satisfactory on their most recent evaluation, will receive a 3.0 % base wage adjustment in the range.

Effective the first full pay period following the ratification of this agreement, applied retroactively to the first full pay period following 10/1/2017, each member who is topped out in his/her range and received a satisfactory on their most recent evaluation, will receive a 2.0 % base wage adjustment in the range.

20.2.2 In Year Two (10/1/2018 to 9/30/2019):

Effective the first full pay period following 10/1/2018, each member who is not topped out in his/her range, and received a satisfactory on their most recent evaluation, will receive a 3.0 % base wage adjustment in the range.

Effective the first full pay period following 10/1/2018, each member who is topped out in his/her range, and received a satisfactory on their most recent evaluation, will receive a 2.0 % base wage adjustment in the range.

20.2.3 There shall be no eligibility for any wage adjustments after the expiration of the term of this Agreement (September 30, 2019), unless subsequently negotiated by the parties to this Agreement.

20.2.4 There shall be no across-the-board increases, automatic increases or any other type of salary increases except as provided in this Article.

20.3 Newly hired employees with experience gained with another agency (also referred to as lateral hires) may be hired at a rate between minimum and maximum on the pay range when the hire rate is approved by the City Manager following written justification from the Chief of Fire Rescue. Approval will be based on the exceptional qualifications of the appointee or the inability to employ adequate personnel at the minimum rate. The Chief

of Fire Rescue shall address in his justification the rate of pay of current members of the department who have comparable years of service as the proposed appointee. Lateral hires are eligible for annual salary increases and are subject to salary caps.

ARTICLE 21.0
EMPLOYEE EVALUATIONS

21.1 Evaluations shall be done utilizing the City of Oakland Park Performance Evaluation System.

21.2 No evaluation is final until approved by the City Manager or designee.

21.3 All increases related to this article are subject to top-out rule stated in the Wage Article.

21.4 Rank and File Unit Employee evaluations will be completed May 30th of each year of the contract. Battalion Chief Evaluations will be completed by the Battalion Chiefs anniversary date.

21.5 An employee who receives an overall "less than satisfactory" evaluation will receive guidance from the department and will be re-evaluated within 90 days of receipt of the less than satisfactory evaluation.

21.6 All monetary increases for performance evaluations are referenced in Article 20 and there are no additional merit/performance increases provided for in this article.

21.7 A Battalion Chief, who was promoted prior to October 1, 2012, who received a satisfactory performance evaluation will be granted personal leave based on assigned shift hours. Twenty-four (24) hour shift employees will be granted ninety-six (96) hours of personal time. A Battalion Chief with unsatisfactory evaluations will receive no personal leave.

21.8 In the event a member has not completed six (6) months of service by the end of May the evaluation will be conducted six (6) months from their date of hire.

ARTICLE 22.0
HOLIDAYS

22.1 The following holidays will be granted to employees covered by this Agreement:

New Year's Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Martin Luther King Day

22.2 Any additional holidays when the City Hall is closed for business, during the period of this Contract. However, if the City decides to observe one of the holidays listed above on a day other than the actual holiday, that day will not be granted to Bargaining Unit employees. For example, if Independence Day falls on a Saturday, but is observed by non-representative employees on the preceding Friday, Saturday is the holiday applicable to unit employees and they do not get an additional day of holiday leave for Friday.

22.3 Non-Shift (40 hour) Employees - Non-shift employees will be granted all holidays off with pay but receive no additional hours of pay for the holiday.

22.4 All 24-hour Shift Employees and Battalion Chiefs will be paid an additional 9.6 hours of pay for the holidays listed above on the paycheck for the pay period in which they occur. Holiday hours are paid at the employee's regular hourly rate of pay. Holiday hours may not be accrued.

22.5 All or any portion of the forgoing list of holidays can be designated furlough days if the City Commission adopts a Resolution. In such case, the 24-hour shift employees will not receive the additional 9.6 hours of pay for the Holiday, and the non-shift (40 hour) employees will be granted the day off without pay. This provision will end on the last day of the contract.

ARTICLE 23.0
WORKING OUT OF CLASSIFICATION

23.1 Persons shall be eligible to perform duties in an "acting" position provided they are on a current promotional eligibility list for the position OR have completed the Fire Rescue Department Supervisor Guided Training Program for the position.

23.1.1 An employee who has tested and is on the eligibility list and is required to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds shall be paid seven and half percent (7.5%) above the individual base rate of pay for the time worked in the higher position.

23.1.2 From October 1, 2017 until the next scheduled promotional exam, a person will be eligible to work in a higher classification if they meet the minimum qualifications to test for the positions and have completed the supervisory guided training program. After the promotional exam, employees must have passed all components of the test to be eligible to work in a higher classification. An employee must obtain a passing score of seventy (70%) percent.

23.1.3 From October 1, 2017 until the next scheduled promotional exam, an employee who is eligible to test for a position and is required to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds shall be paid five percent (5%) above the individual base rate of pay for time worked in the higher position. After the promotional exam, employees must have passed the skills and/or knowledge assessment portion of the test to be eligible for five (5%) percent incentive.

23.1.4 If there are less than five (5) people eligible to "act" through the testing process the City may require an eligible employee(s) who has completed the Supervisor Guided Training Program to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds. He or she shall be paid two and a half percent (2.5%) above the individual base rate of pay for the time worked in the higher position.

23.2 An employee who works out of classification pursuant to this article shall not be deprived of vacation leave or shift exchanges which were granted prior to the out of classification assignment and may continue to engage in time exchanges.

23.2.1 No exchange of time shall be denied by the Chief or designee unless it interferes with departmental operations.

ARTICLE 24.0
HURRICANE LEAVE

24.1 Members are entitled to leave during hurricane alert periods as set forth in the Fire Rescue Department Policy.

24.2 All personnel reporting to duty 12 hours or more following the issuance of a hurricane watch will be expected to have completed personal preparation. In such circumstances, it is not anticipated that these personnel will be relieved to secure their personal property. Personnel who, due to their regular or specially assigned duty schedule, have not or will not be afforded an opportunity to make personnel preparations a minimum of twelve (12) hours in advance of estimated landfall, may be granted up to four (4) hours of paid administrative leave in order that they may secure their personal property and see to the safety of their family. All such administrative leave must be approved by the Chief of Fire Rescue, or designee and sufficient personnel must be on duty to provide adequate coverage for service delivery before such leave can be approved.

ARTICLE 25.0
EDUCATIONAL INCENTIVES

25.1 The annual amount payable for each qualifying active certification shall be $250.00, with a maximum amount payable annually in the amount of $750.00 per employee.

Hazardous Materials Certification – Minimum 40-hour course instruction
Pediatric Advanced Life Support Instructor
Advanced Life Support Instructor
Approved Trauma Life Support Instructor
NFPA 1403 Live Fire Training Certification
Aerial Apparatus Operator
Incident Safety Officer
VMR (vehicle Machinery Removal)

Technical Rescue Minimum 40-hour course (which can be met by obtaining only one of of the following: rope rescue awareness, trench rescue awareness, confined space rescue awareness, and structural and/or building collapse awareness.

25.2 The City agrees to provide educational incentives in accordance with the Administrative Code Rule 69A-37.085

Upon completion of:	Annual Incentive
State of Florida Fire Inspector Certification (except fire inspectors)	$ 250.00
Fire Officer 1 (except Lieutenants or above.)	$ 250.00
*Fire Officer 2 (Lieutenants only) or higher	$ 250.00
*State of Florida Certified instructor certification (I or II or III) Not stackable	$ 250.00
State of Florida Fire Investigator certification (I or II) Not Stackable	$ 250.00
Driver Engineer Driver Engineer or above or completion of Supervisor Guided Training Program	$ 500.00

25.3 Certification may be stacked, except as noted above. Members with more than one degree or certification will receive the highest cash incentive.

25.4 Annual incentives are paid during the month of November each year. Personnel are required to maintain their certification in order to receive the incentive pay. Proof of valid certification must be submitted annually during the month of October.

ARTICLE 26.0
OVERTIME AND HOURS OF DUTY

26.1 The City and the Union agree to a 159-hour, twenty-one (21) day "work period" pursuant to Section 7 (K) of the Fair Labor Standards Act. For the purpose of computing overtime pay under this Agreement, employees shall receive one and one-half times their regular rate of pay (including assignment pay, educational incentive and longevity pay) for all time worked in excess of 159 hours in a 21-day work period.

26.1.1 Hours considered "hours worked" for the purpose of this Article are as follows:

- All hours the Employee performs his/her principal duties
- Time spent testifying in court on behalf of the City
- Off duty training, meetings, courses, or lectures that an employee is required by the City to attend

26.1.2 Hours considered "not worked" for the purposes of this Article are as follows:

- Hours Worked due to Shift/Time Exchanges
- Vacation Leave
- Personal leave
- Compensatory time
- Jury Duty
- Bereavement Leave
- Union Time Pool
- Sick leave
- Kelly Day
- Workers' Compensation Leave/Pay
- Leave without pay
- Suspension from duty as a result of disciplinary action
- Any other hours not listed in 26.1.1

26.2 Shifts will consist of twenty-four (24) hours on duty, starting and ending hours of duty for shift employees is 0800 and 0800, followed by forty-eight (48) hours off duty with one Kelly day assigned in every "work period."

26.3 Shift assignments and Kelly day assignments shall be announced no less than two (2) weeks prior to the commencement of each "work period."

26.4 At no time shall any employee work more than forty-eight (48) consecutive hours or have less than an eight (8) minimum break, unless approved to do so by the Chief of Fire Rescue or designee. City declared emergencies (Disasters) shall be excepted from this rule.

26.5 The work week for non-shift employees covered by this agreement will be forty (40) hours.

26.6 The normal work day includes one (1) hour non-paid lunch break.

26.7 The Chief of Fire Rescue or designee may periodically schedule employees to work outside of their normal work hours.

ARTICLE 27.0
GRIEVANCE AND ARBITRATION PROCEDURE

27.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of disputes between the parties.

27.2 There are two types of grievances, individual grievances and class grievances, both of which shall be processed in the manner stated below.

27.3 An individual grievance is defined as a disagreement or dispute involving the application or interpretation of this Agreement which impacts the rights or privileges of one bargaining unit member.

27.4 A class grievance is defined as a disagreement or dispute involving the application or interpretation of this Agreement which impacts the rights or privileges of more than one member of the bargaining unit.

27.5 A dispute over disciplinary action shall be considered an appeal of disciplinary action.

27.6 Time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the CITY within the time limits provided below shall be deemed resolved in favor of the grievant.

27.7 It is the agreement of the parties that only the Union can advance a grievance to arbitration. Bargaining Unit members are bound by the decision of the Union to advance or decline to advance a grievance to arbitration. Only the City and the Union are proper parties to an arbitration proceeding.

27.8 For the first three hundred sixty-five (365) days of consecutive service with the CITY, an employee is probationary. That is, the employee serves at the will and pleasure of the CITY and thus he may be disciplined or discharged without explanation or for any reason deemed sufficient by the appropriate CITY official. Accordingly, probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.

27.9 Grievances shall be presented in the following manner:

Step 1: In the event an employee (or the Union in the case of a class grievance) covered by this Agreement believes that there is a basis for a grievance he /she may file a formal grievance, on a form approved by the CITY. Such a grievance must be filed within fifteen (15) calendar days of the act or omission which gives rise to the grievance. Said grievance must be in writing, must be signed by the employee (except in the case of a class grievance) and a Union representative and must contain:

the date of the alleged act or omission which give rise to the grievance;
the specific article (s) of this Agreement allegedly violated;
the facts pertaining to or giving rise to the alleged grievances; and
the relief requested.

The formal grievance shall be submitted to the Chief of Fire Rescue or designee.

The Chief of Fire Rescue shall reply in writing within ten (10) calendar days of receipt of the grievance. Failure by the Chief of Fire Rescue to reply within the time period shall be held to be an approval of the grievance and the remedy sought.

Step 2: In the event that the employee is not satisfied with the disposition of the grievance by the Chief of Fire Rescue at Step 2 he/she shall have the right to submit the grievance to the CITY Manager within ten (10) calendar days after the disposition. Such grievance must be accompanied by the filing of a copy of the original written grievance. The CITY Manager shall, within fifteen (15) calendar days of receipt of the grievance, render his decision in writing.

If the City Manager shall fail to reply in writing, such failure shall be deemed as an approval of the merits of the grievance or dispute and the remedy sought.

Step 3: In the event a grievance processed through the grievance procedure has not been resolved at Step 2 above, the Union may submit the grievance to arbitration. The City and Union agree that only the Union, and not individual members, have the right to advance a grievance to arbitration. Such request shall be in writing to the Federal Mediation and Conciliation Service with a copy to the City, delivered by hand delivery or mailed, postmarked within ten (10) days of the City Manager's disposition of the grievance.

27.10 The demand for arbitration shall include a request to the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, until the parties select a neutral or impartial arbitrator. The party striking first shall be determined by the toss of a coin. The selection process shall occur within five (5) calendar days of receipt of the panel list.

27.11 Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with the specified time limits, processing of the grievance by the CITY will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of his grievance. The employee must either accept or reject the disposition of his grievance, in its entirety.

27.12 For the purposes of this Article, the term "calendar day" is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement, regardless of whether the grievant is on duty or off duty.

27.13 The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.

27.14 The City and the Union shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will determine the statement of the grievance, provided, however, that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties.

27.15 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question(s) presented to him, which questions(s) must be actual and existing.

27.16 Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such costs.

27.17 The arbitrator's award shall be final and binding on the parties.

27.18 The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

27.19 When arbitrability is raised by the CITY with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself.

27.20 If the CITY does not agree that the matter is arbitral, notification shall be sent to the Union of such within ten (10) days of receipt of the Union request to proceed to arbitration. The parties agree that in such an instance, the CITY may submit solely the question of arbitrability either to an arbitrator or to a court.

27.21 If the arbitrability issue is submitted to an arbitrator, the decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed; and shall be submitted to the arbitrator within ten days of selection of the arbitrator. The arbitrator shall render the decision within fifteen days of receipt of the parties' submissions.

27.22 If there is no objection by either party to the arbitrability of the grievance, and the abovementioned procedure has been fully complied with or results in a determination that the grievance is arbitral, the parties shall proceed to arbitrate the grievance.

ARTICLE 28.0

Reserved

City _____ Union _____

ARTICLE 29.0
FIRE RESCUE DEPARTMENT SICK LEAVE TIME POOL

29.1 Upon Union notification to the City of an employee with a non-work related extended serious illness or injury, which requires hospitalization or extensive medical care, the employee will be eligible to draw time from the Fire/Rescue Department Sick Leave Time Pool. A Fire/Rescue Department Sick Leave Time Pool shall be maintained by the City to which Union Members may donate time from their accrued vacation leave, holiday leave, or sick leave. The donation will be solicited by the Union and documented on a form approved by the Chief of Fire Rescue.

29.2 The employee will use all of their sick leave, and then will become eligible to draw time from the time pool, if approved by the Fire/Rescue Department Sick Leave Time Pool Committee. The time will provide up to two (2) months' time per member incident.

29.3 The Fire/Rescue Department Sick Leave Time Pool Committee shall consist of District Vice-President, the Chief of Fire Rescue or a designee, a third member agreed upon by both the Chief of Fire Rescue and the District Vice-President. Rules and Regulations of this approval process of this Committee shall be formulated and reduced to writing and submitted to the Chief of Fire Rescue for approval.

29.4 To be eligible to draw time from the Fire/Rescue Department Sick Leave Time Pool, an employee must be a regular full-time employee and has completed 12 months of probation:

has submitted acceptable medical substantiation from a licensed physician that include the diagnosis, a description of the reason the employee is unable to perform their duties, the physician's prognosis, and a date the employee is expected to be able to return to work;

is not eligible for Worker's Compensation benefits;

has not received a "needs improvement" OR "unsatisfactory for attendance on their evaluation in the past 36 months;

be approved by the Fire/Rescue Department Sick Leave Time Pool Committee to draw from the Fire/Rescue Department Sick Leave Time Pool.

29.5 After the two (2) months Fire/Rescue Department Sick Leave Time Pool leave, the employee must use up all their accrued time before being eligible for administrative leave. Thereafter, unpaid Administrative leave may be approved for at least a year, on a monthly basis. However, this leave shall be based upon a physician's letter that the employee cannot return to work at this time, but is still recuperating and at the

recommendation of the Fire/Rescue Department Sick Leave Time Pool Committee and the approval of City Manager.

29.6 Upon written Union notification to the City of a time assessment of Union Members, the City will document and record the employee deduction and accumulation of hours in the Fire/Rescue Department Sick Leave Time Pool. The City will forward quarterly statement to the Union of the time held in the Fire/Rescue Department Sick Leave Time Pool,

29.7 Employees covered by terms and conditions of this contract are not eligible to participate in the City of Oakland Park Sick Leave Donation Program as defined in City Policy 1950. The Union agrees to hold the City harmless for any claim of discrimination as it relates to any actions Fire/Rescue Department Sick Leave Time Pool Committee.

ARTICLE 30.0
INSURANCE

30.1 The City's health/dental insurance program is a citywide program, with benefits that cover all eligible City employees, including bargaining unit members. Benefits available to the other City employees will be available to members of the bargaining unit. In the event of any reduction in the benefits over the previous year or increase in the cost of dependent coverage over 5% from the previous year the Union reserves the right to a re-opener.

30.2 The City agrees to continue in effect its current life insurance coverage (Statutory Death Benefits) for the term of this agreement.

30.3 The City has the sole and exclusive discretion to select the insurance companies and to change said companies.

ARTICLE 31.0
ON-THE-JOB INJURY

31.1 In the event that an employee covered by this Agreement is determined by Workers Compensation to have sustained an on-the-job injury i.e., an injury which was incurred while acting in the line of duty, the City agrees to do the following:

31.1.1 Pay said employee their regular rate of pay (i.e., salary without offset by leave) or provide light duty, if available for up to six (6) months after the injury is sustained; but

31.1.2 If an employee received worker's compensation payments during any part of the six (6) month period, such shall immediately be reported to the City, by the employee, and the City shall deduct said amount from the employee's net pay. It is intended by the parties that no employee seeking benefits under this Article shall ever receive more than one hundred percent (100%) of employee's net pay from the City.

31.1.3 The City Manager, in his sole discretion, may grant all or part of an additional three (3) months of leave or light duty with regular rate of pay when application for extension of leave is requested by the employee.

31.2 The City's payments under paragraph 1, above, automatically terminate after six (6) months. If an injured employee is absent for more than six (6) months, but less than twelve (12) months, the employee will be required to utilize accrued sick leave, then annual leave and finally any other accrued leave, in order to make up the difference between employee's salary and monies received from Worker's Compensation.

31.3 If an injured employee is unable to work his/her regular position for more than twelve (12) months, the City Manager may, for just cause, terminate the employee, but may re-hire the employee by placing them on a preferential hiring list for the next available vacancy in the same position for which they are qualified, at their former pay step and seniority for a period not to exceed twelve (12) months.

31.4 When so directed by the City, an employee on disability leave shall present one's self for a medical examination. The City will bear the full expense of said examination. The failure of such employee to present one's self for an examination as directed will operate to automatically terminate their disability leave.

31.5 Whenever an employee on disability leave becomes physically able to perform some useful light duty work for the Fire Department the employee may be required to do so as a condition to receiving the benefits specified in paragraphs one and two above.

31.6 Whenever a shift employee is placed on light duty, they will be placed in a non-shift (40) hour status and their hourly rate of pay adjusted to the 8-hour equivalent rate. Ex: A shift hour rate of $25.00 an hour will adjust to a non-shift hourly rate of $30.00 an hour.

31.7 The six (6) month and twelve (12) month periods mentioned above or any six (6) months or twelve (12) months, per injury, and need not be consecutive.

ARTICLE 32.0
LIGHT DUTY (OFF-THE-JOB DISABILITY)

32.1 An Employee who incurs an illness or injury outside the line of duty or who cannot perform regular responsibilities due to pregnancy or other reason as approved by the Chief of Fire Rescue or designee, may request and shall be entitled to work light duty if a position is available within the Fire Department or the City, if the employee qualifies for the position and if the employee's medical condition permits. An employee working such light duty shall be paid, and shall be entitled to benefits, as provided for that position, except the employee shall continue under the Police and Firefighters Retirement System, if the employee was under the Police and Firefighters Retirement System at the time of injury, and if permitted by law.

ARTICLE 33.0
REDUCTION IN FORCE

33.1 In the event of a reduction in force for any reason, employees shall be laid off in the inverse order of their departmental seniority. Any employee, who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment, shall be given the opportunity to displace a less senior employee in the lower classification in the Fire department. An employee may not "bump down" another employee unless (s)he is qualified in the lower classification.

33.2 An employee who "bumps down" will be placed in the same step in the established pay range for the new classification.

ARTICLE 34.0
PROHIBITION AGAINST REOPENING OF NEGOTIATIONS

34.1 Except as specifically provided herein, (see Article 20.2.2) neither party hereto shall be permitted to reopen or renegotiate this Agreement or any part of this Agreement. This Agreement contains the entire agreement of the parties on all matters that have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

34.2 Except as otherwise provided herein, (see Article 20.2.2) this Agreement may be reopened only with the mutual written agreement of the parties hereto.

ARTICLE 35.0
LONGEVITY LEAVE BENEFITS

35.1 Additional vacation hours will be credited to members based on years of service with the City based on the longevity schedules attached hereto as Exhibit "B&D"

ARTICLE 36.0
RETIREMENT BENEFITS

36.1 Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the current City of Oakland Park Police and Firefighters Retirement System (the "Plan" or "city pension plan"), except as provided below. All changes to the existing Plan shall take effect April 1, 2018 ("effective date"), except as otherwise specified below.

36.2 The city will join the Florida Retirement System for firefighters as soon as administratively practical after April 1, 2018. To accomplish this, a majority of active firefighters (including DROP participants) must vote in favor of joining FRS at the same time this Agreement is ratified by bargaining unit members. If a majority of active firefighters do not vote in favor of joining FRS, the Agreement will be null and void and negotiations will resume on all articles.

36.3 All firefighters hired on or after the date the city joins FRS will become members of FRS. All contributing members of the city pension plan (excluding DROP participants) on the date the city joins FRS will have the right to elect, on a ballot approved by the Florida Division of Retirement, whether to stay in the city pension plan or join FRS. Firefighters who are in the DROP on the date the city joins FRS will stay in the DROP and are not eligible to join FRS. For those contributing members of the city pension plan who make an election, the election is irrevocable for as long as the member is employed by the city. The ballot options will be substantially as follows:

A. Continue participating in the city pension plan (not join FRS).

B. Join FRS. Members who elect to join FRS may also elect one of the following:

(1) Firefighters with less than 5 years of credited service in the city pension plan who elect to join FRS will receive a refund of their member contributions to the city plan (or the value of their accrued benefit if greater). This can be used to buy prior service under FRS.

(2) Firefighters with more than 5 years of credited service in the city pension plan who elect to join FRS may elect to receive a refund of their member contributions to the city pension plan (or the value of their accrued benefit if greater). This can be used to buy prior service under FRS. Alternatively, such members may elect to keep their contributions in the city plan and receive their vested accrued benefit at the early or normal retirement date. The city pension benefit will be based on the member's credited service in the city plan and average final compensation at the time the member joins FRS.

36.4 The city pension plan will be amended to extend the current 3-year DROP period to a maximum of 8 years or provide an in-service distribution for a maximum of 8 years for members who were employed but not within 7 years of the normal retirement date when the plan was amended in 2013, who elect to join FRS. Such members will be eligible to enter the DROP or receive an in-service distribution upon reaching age 55 with 10 years of credited service or age 52 with 25 years of credited service. Such members who enter the DROP will receive a monthly payment into their DROP account equal to their pension benefit based on salary and years of credited service on the date they join FRS. Such members who elect to receive an in-service distribution will receive their monthly pension benefit based on salary and years of credited service on the date they join FRS. The DROP period or in-service distribution period for such members will be a maximum of 8 years or upon reaching age 60, whichever occurs first. The provisions of this section are contingent on approval of the Florida Division of Retirement.

36.5 Joining FRS will likely increase city pension costs for a number of years. To offset the increased costs of joining FRS, the parties agree that:

A. All Chapter 175 premium tax revenues will continue to be used to offset city pension contributions.

B. Fire COLA reserve fund – the Fire COLA reserve fund was created in 1998 to provide a cost of living adjustment to retirees based on the actuarial gains of the pension plan. State law prohibits the payment of an additional benefit funded by actuarial gains if there are no cumulative gains available to fund the benefit. The pension fund has had cumulative actuarial losses of more than $30 million since the COLA was created. As a result, no COLA has been paid since 2000. The Fire COLA reserve fund now contains $730,744. The Fire COLA reserve fund and Fire COLA benefit would be eliminated and the Fire COLA reserve fund balance would be used as follows:

(1) Provide a $2,000 one-time payment to all retirees, or another agreed upon amount.

(2) Increase benefit multiplier to 3% for members of the "middle group" (those who were more than 7 years from normal retirement date as of 3/1/13) who elect to join FRS, from 3/1/13 to the date the city joins FRS.

(3) Any remaining balance would be used to offset city pension contributions.

It is understood that the use of the Fire COLA reserve fund as outlined above would be subject to approval by all current firefighter retirees. In the event all retirees do not approve the use of the COLA reserve fund as outlined above, the current Fire COLA reserve fund and current Fire COLA benefit would remain as it is now. In this event,

the benefit multiplier would still be increased to 3% for all members of the middle group who elect to join FRS, from March 1, 2013 to the date the city joins FRS. The city would fund the cost of the increased multiplier in the same manner as any pension benefit increase, through increased city contributions to the pension plan.

ARTICLE 37.0
SENIORITY

37.1 There are two types of seniority: departmental and rank. Departmental seniority is continuous service with the Fire-Rescue Department since the employee's initial date of active employment. Rank seniority shall be computed from the date of appointment in the employee's rank. The rank structure, by categories, is as follows:

BATTALION CHIEF
FIRE-RESCUE CAPTAIN
FIRE-RESCUE LIEUTENANT
DRIVER ENGINEER / RESCUE SUPERVISOR
FIREFIGHTER / INSPECTOR

37.2 Rank seniority will govern the following matters, with the most senior employee picking first:

37.2.1 Vacations for each year subject to the restrictions contained in Section 37.3.

37.2.2 Kelly days will be bid annually to be effective in January. Kelly days will remain in effect for one calendar year (January-December). Employees subject to shift transfers, promotions, and other similar changes which may affect their Kelly day will be assigned a Kelly day based on the operational needs of the Department until the next Kelly day selection cycle occurs.

"TIES" during bidding or selection: Any "ties" identified as a result of the use of this Article will be determined by the exclusive use of the following criteria:

37.2.3 New Employees:

Date of employment, if the same
Pre-employment examination test score, if the same
Date of employment application, if the same
Alphabetical listing of employee's last name

37.2.4 Ranking Employees: The criteria for "breaking ties" in seniority ties will be as follows:

- Time in rank (promotion date), if the same
- Time in next lowest rank to the rank in question, if the same
- Date of employment, if the same

- Promotional test scores (overall ranking) if the same. However, if tie is between the test scores for two (2) different positions, this criterion will not apply.
- Date of employment application, if the same
- Alphabetical listing of last name

City LD

Union MP

ARTICLE 38.0
LABOR MANAGEMENT COMMITTEE

38.1 There shall be a labor-management committee comprised of four (4) members. Each party shall designate two (2) representatives.

38.2 The committee shall meet quarterly unless mutually agreed by both parties to meet more often. The purpose of these meetings will be to improve communications and discuss problems and objectives of mutual concern.

ARTICLE 39.0
TAKE HOME VEHICLES FOR FIRE PREVENTION

39.1 Personnel assigned to Fire Prevention after October 1, 2013 will be given a take home vehicle provided by the City, subject to availability within the fleet. Members will be authorized to use the vehicle to and from work, department training, and for business purposes.

39.2 Personnel assigned a vehicle will be responsible for cleaning the vehicle and scheduling maintenance.

39.3 This article does not require the City to purchase additional vehicles.

City LD

Union MP

ARTICLE 40.0
WORKPLACE SAFETY COMMITTEE

40.0 The City supports the continuance of a Workplace Safety Committee to promote the health and safety of firefighters. The Workplace Safety Committee will strive to meet the provisions of the Florida Firefighters Occupational Safety and Health Act, Florida Statute633.810, "Workplace safety committees and safety coordinators", and Administrative Code 69A-62.043F.A.C. Such as:

A. Selection of Workplace Safety Committee members as follows:

Four-member Fire Department Workplace Safety committee shall be established. Said committee shall be composed of two (2) representatives selected by the IAFF and two (2) representatives selected by the City, who shall elect a chairperson.

B. Provide compensation for Committee members (regular hourly wage) for prescribed activities.

C. Record, file and maintain Committee records.

D. Establish procedures for workplace safety inspections

E. Establish procedures for investigating all workplace accidents, safety-related incidents, illnesses, and deaths.

F. Evaluating accident prevention and illness prevention programs.

G. Prescribe guidelines for the training of Committee members.

ARTICLE 41.0
TERM OF AGREEMENT

41.1 This Agreement shall be effective when it is ratified by the Union and the City, and shall remain in full force and effect until and including September 30, 2019.

41.2 Any employee who has left the City's employment prior to the ratification of this Agreement will not be entitled to any of the benefits contained herein.

41.3 Pursuant to Florida Statute 447.309, the City's Chief Executive Officer and the Association's Bargaining Agent hereby confirm that the foregoing represents the Collective Bargaining Agreement reached by the negotiators through bargaining.

41.4 This Agreement shall not be binding on the City until it has been ratified by the City Commission and by the employees who are members of the bargaining unit.

41.5 The parties agree to commence negotiations for a successor agreement in June 2019.

City _____ Union _____

SIGNATURE PAGE

THE CITY OF OAKLAND PARK
FLORIDA

David Hebert, City Manager

Date

METRO-BROWARD PROFESSIONAL
FIRE FIGHTERS LOCAL 3080 I.A.F.F

Brian Powell, President

3/14/19
Date

ATTEST:

City Clerk

ATTEST:

Date of ratification by Collective Bargaining Unit: _____

Date of ratification by the CITY: _____

City Resolution No. _____

City LD Union BP