

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF OAKLAND PARK, FLORIDA**

**AND**

**METRO BROWARD PROFESSIONAL FIRE FIGHTERS LOCAL 3080**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**OCTOBER 1, 2010 – SEPTEMBER 30, 2012**

*R-2010-139*

**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 rank and file unit comprised of the following positions:


- Firefighter/EMT
- Driver Engineer/EMT
- Driver Engineer/Paramedic
- Firefighter/Paramedic
- Rescue Supervisor
- Fire Lieutenant/Paramedic
- Fire Rescue Captain
- Emergency Medical Services Coordinator
- Assistant Fire Marshall
- Fire Inspector

1.3 The UNION also represents the Battalion Chief unit comprised of the following position:

Battalion Chief

1.4 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.

  
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**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.

  
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**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.
- 3.3 The City will post a copy of the Firefighters' Bill of Rights in a conspicuous location in each fire station.

  
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**ARTICLE 4.0**  
**PREVAILING RIGHTS**

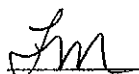
- 4.1 All rights, privileges and working conditions enjoyed by the Employees at the present time, which are not included in the Agreement, shall remain in full force unchanged and unaffected in any manner during the term of this Agreement unless changed by written consent by both parties. This provision 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.

  
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**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;

  
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- 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, 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.
- 5.4 The City agrees that, whenever it implements a policy, rule, regulation or ordinance which would foreseeably impact upon the wages, hours, or terms and conditions of employment of bargaining unit members that it will provide the Union with a copy of the proposed new or amended policy, rule, regulation or ordinance at least ten (10) days prior to its implementation. When a policy, rule or regulation requires final approval by the City Commission, the Union will be given a copy of the proposal at least ten (10) days before the matter is presented to the City Commission. The Union may submit to the City Manager or a designee, any written comments and it may request impact bargaining pursuant to the Article.

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**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.


  
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**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.

  
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**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.

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.

  
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- 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.
- 9.3 Process: The random selection process will be contracted through National Diagnostics, Inc., and the testing will be completed by Concentra. 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.
- 9.4 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).
- 9.5 Any individual who has a verified positive drug or alcohol test must be removed from their duties until the appropriate evaluation(s) and return to duty requirements have been met.
- 9.6 A second verified positive drug or alcohol test will result in dismissal from employment terminated.
- 9.7 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.

  
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**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 B dress shirt and two (2) class C shirts  
Five (5) Polo work shirts  
Three (3) Tee exercise shirts  
Badge, rank insignias and name tag  
Three (3) pair of pants and one (1) belt  
Bunker gear, boots, helmet, suspenders  
PBI hoods and gloves  
Two (2) pair of exercise shorts  
One (1) jump suit  
One (1) departmental ball cap  
One (1) winter jacket

Non-Shift Personnel

Five (5) class C dress shirts and one (1) class B  
Five (5) Polo work shirts  
Three (3) Tee exercise shirts  
Badge, rank insignias and name tag  
Five (5) pair of pants and one belt  
Bunker gear, boots, helmet, suspenders  
PBI hoods and gloves  
Two (2) pair of exercise shorts  
One (1) jump suit  
One (1) departmental ball cap  
One (1) winter jacket

10.2 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.

10.3 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.

10.4 Safety gear will be replaced when no longer functional.

10.5 Shoes: The City approves ANSI safety shoes.

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

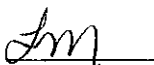
10.5.1 When it has been determined by the Chief of Fire Rescue or a designee that shoe replacement is necessary.

10.5.2 The replacement shoes are City designated safety shoes.

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

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

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

  
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**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.

  
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**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 (2) 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.

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**ARTICLE 15.0**  
**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 discriminatory behavior of any nature. The City and the Union shall work jointly to eradicate 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 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 discriminatory conduct. 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. The parties agree that alleged violations of these sections are not subject to the grievance and arbitration provisions of this Agreement.

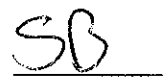
  
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**ARTICLE 16.0  
PROMOTIONAL PROCESS**

- 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 and Lieutenant Paramedic. 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 both components with the oral component comprising 30% of the final score and a skills and/or knowledge assessment comprising 70% of the final score. The Department's Labor/Management Committee will 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 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 as follows beginning October 1, 2007.
- |                   |                             |
|-------------------|-----------------------------|
| Associates Degree | addition of two (2) points  |
| Bachelors Degree  | addition of four (4) points |
| Masters Degree    | 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

  
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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 The amount of promotional increase should be based on the number of ranges promoted

16.9.2 The employee will move to the same step in the new range as their current step

16.9.3 Therefore, the following promotional increases will apply

<u>Current Position</u>	<u>Promotional Position</u>	<u>Percent Promotional Increase</u>
Firefighter/EMT	Firefighter/Paramedic	12.5%
Firefighter/Paramedic	Driver Engineer/Paramedic	5.0%
Driver Engineer/EMT	Driver Engineer/Paramedic	7.5%
Driver Engineer/Paramedic	Lieutenant Paramedic	12.5%
Rescue Supervisor	Lieutenant Paramedic	12.5%
Lieutenant /Paramedic	Battalion Chief	17.5%
Firefighter/Paramedic	Rescue Supervisor	5.0%
Firefighter/Paramedic	Lieutenant/Paramedic	17.5%
Lieutenant/Paramedic	Fire Captain/Paramedic	5.0%
Fire Captain/Paramedic	Battalion Chief/Paramedic	12.5%
Fire Inspector	Assistant Fire Marshall	12.5%

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

**ARTICLE 17.0  
SHIFT EXCHANGE**

- 17.1 Employees may exchange a shift or portion of a shift 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 Chiefs 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 Sick leave hours accrued at a rate of 5% of hours in paid status per pay period, excluding hours worked in overtime status.
- 18.2 The maximum number of hours of sick leave which can be accrued is 1040 hours.
- 18.3 Hours earned over the cap which are not used by 9/30 will be paid at fifty (50%) percent cash out value. Payment shall be made the second pay period of November.
- 18.4 The Chief of Fire Rescue or designee may request substantiation of illness from a licensed physician when he suspects a pattern of abuse in using sick leave.
- 18.5 Shift employees may use forty-eight (48) hours, non-shift employees may use forty (40) hours of the employees accrued sick leave in each calendar year to care for his/her spouse, children, mother, father or domestic partner, unless taken in accordance with the Family Medical Leave Act.
- 18.6 A Rank and File employee not utilizing sick leave during the year shall be awarded a twenty-four (24) hour bonus day if they are a shift employee and twenty (20) hours for non-shift employees, on October 1st, of each year, which is not cumulative and which must be used during the year.
- 18.7 There is no max accrual of sick leave for members of the Battalion Chief unit. However, the City may buy back, at any, time at 50% cash value, based on the employees then current rate of pay, all or part of the sick leave hours accrued over 1040.

  
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**ARTICLE 19.0**  
**VACATION**

- 19.1 Vacation hours accrue at the rate of 5% for all hours in paid status per pay period, excluding hours in overtime status.
- 19.2 Maximum vacation accruals are as set forth on Exhibits "B & D."
- 19.3 A member who retires or resigns or is laid off from the City in good standing will be paid for accrued vacation time.
- 19.4 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: (10/01/2010 – 09/30/2011)

No base wage adjustment or merit increase - wage freeze.

20.2.2 In Year Two (10/01/11 – 9/30/2012)

Wage Reopener to begin on or after May 15, 2011 but no later than June 1, 2011

20.2.3 There shall be no eligibility for any wage adjustments after the expiration of the term of this Agreement (September 30, 2012), 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.

20.4

The following local governments will be used for wage comparisons: Coral Springs, Dania Beach, Delray Beach, Lauderhill, Lighthouse Point, Palm Beach County, Sunrise, Tamarac, and Oakland Park. The City will use the wage comparisons from these local governments as the basis for wage negotiations and as the basis for attempting to maintain the goal to position the top step of the job classifications represented by this labor union at the sixty-fifth (65<sup>th</sup>) percentile.

  
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ARTICLE 21.0  
EMPLOYEE EVALUATIONS

- 21.1. Evaluations shall be done utilizing the City of Oakland Park Performance Evaluation Report.
- 21.2. No evaluation is final until approved by the City Manager.
- 21.3. All increases discussed in 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 receives 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. Employees 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 and this evaluation will be used as the basis for the October wage adjustment.

*Jm 8/16/10*

**ARTICLE 22.0  
HOLIDAYS**

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

New Years 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.

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.

22.4 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.

  
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**ARTICLE 23.0  
SAFETY DAY**

- 23.1 A Rank and File employee not missing time for a work related injury or not involved in any accident utilizing a City vehicle or equipment shall be awarded twenty four (24) hour safety day on October 1st of each year which is not cumulative and must be used during the fiscal year awarded.

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**ARTICLE 24.0**  
**WORKING OUT OF CLASSIFICATION**

- 24.1 A person will be eligible to work in a higher classification if they have tested and are on the eligibility list for that position.
- 24.1.1 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.
  - 24.1.2 A person will be eligible to work in a higher classification if they meet the minimum qualifications to test for the positions.
  - 24.1.3 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 a higher position.
- 24.2 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.
- 24.2.1 No exchange of time shall be denied by the Chief or designee unless it interferes with departmental operations.

**ARTICLE 25.0**  
**HURRICANE LEAVE**

- 25.1 Members are entitled to leave during hurricane alert periods as set forth in the Fire Rescue Department Policy.
- 25.2 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 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.

  
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ARTICLE 26.0  
EDUCATIONAL INCENTIVES

26.1. The City agrees to provide educational incentives for degrees that meet/match State requirements for reimbursement (Administrative Code Rule 69A-37.085) Battalion Chiefs receive those incentives notated with an asterisk \*.

<u>Upon completion of:</u>	<u>Annual Incentive</u>
26.1.1. * Associates Degree in Fire Science or E.M.S.	\$ 500.00
26.1.2. State of Florida Fire Inspector Certification	\$ 250.00
26.1.3. Fire Officer 1 (except Lts or above.)	\$ 250.00
26.1.4. *Fire Officer 2 (Lts only) or higher	\$ 250.00
26.1.5. *Bachelors in Fire Science, E.M.S. or related field	\$ 750.00
26.1.6. *Masters degree	\$1,000.00
26.1.7. *State of Florida Certified instructor certification (I or II or III) Not stackable	\$ 250.00
26.1.8. State of Florida Fire Investigator certification (I or2) Not Stackable	\$ 250.00
26.1.9. Driver Engineer (except Driver Engineer or above)	\$ 500.00
26.1.10. Fire inspectors who obtain Paramedic Certification	\$1,000.00

26.2. Educational degree incentives may not be stacked. Certifications may be stacked, except as noted above.. Members with more than one degree or certification will receive the highest cash incentive

26.3. 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.

26.4. In addition to the foregoing, only Battalion Chiefs are eligible for Broward County Fire Inspector Certification \$500.00

*LM* 8/16/10

*SS*

**ARTICLE 27.0**  
**OVERTIME AND HOURS OF DUTY**

27.1 The City and the Union agree to a 144 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 addition to their 144 hour, 21 day work period. Annual leave, holiday leave, Kelly day and other approved paid leave except sick leave shall be counted as time worked. The Kelly day will be used in the computation only when sick leave has been used, but not for addition hours over the 144 for overtime pay.

27.1.1 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
- Hours Worked due to Shift/Time Exchanges
- Vacation Leave
- Personal leave
- Compensatory time
- Jury Duty
- Bereavement Leave
- Union Time Pool
- Kelly day will be used in the computation only when sick leave has been used, but not for additional hours over 144 for overtime.

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

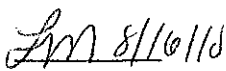
- Sick leave
- Kelly Day
- Workers' Compensation Leave/Pay
- Leave without pay
- Suspension from duty as a result of disciplinary action
- Any other hours not listed in 27.9.1

27.2 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."

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

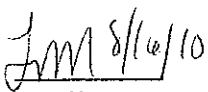
27.4 At no time shall any employee work more than forty-eight (48) consecutive hours or have less than an eight (8) minimum break, unless approved to do so by the Chief of Fire Rescue or designee. City declared emergencies (Disasters) shall be excepted from this rule.

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

  
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- 27.6 The normal work day includes one (1) hour non-paid lunch break.
- 27.7 The Chief of Fire Rescue or designee may periodically schedule employees to work outside of their normal work hours.
- 27.8 It is agreed by the City and the Union that the primary assignment for Battalion Chiefs is as shift commander, working the same schedule as the assigned shift. It is understood, however, that one or more of the Battalion Chiefs schedule and hours worked per week may be altered with just cause. The City agrees to provide thirty-days (30) notification prior to a change in shift schedule unless an emergency basis exists or upon mutual agreement of both parties. The City recognizes that an alternate assignment work schedule could constitute a substantial impact upon the hours of employment of the bargaining unit members and agrees to compensate the member with an additional 5% assignment pay and return the member to their primary assignment schedule as soon as possible.
- 27.9 The City and the Union agree that in the event minimum staffing falls below the established minimum staffing level, the Battalion Chiefs shall be considered to fill the Battalion Chief vacancy, when there are less than two permanent appointed officers on duty.
- 27.10 Reopener for Overtime and Hours of Duty to begin on or after May 15, 2011, but no later than June 1, 2011.

  
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**ARTICLE 28.0**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

- 28.1 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.
- 28.2 There are two types of grievances, individual grievances and class grievances, both of which shall be processed in the manner stated below.
- 28.3 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.
- 28.4 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.
- 28.5 A dispute over disciplinary action shall be considered an appeal of disciplinary action.
- 28.6 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.
- 28.7 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.
- 28.8 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.
- 28.9 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:

  
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- 28.9.1 the date of the alleged act or omission which give rise to the grievance;
- 28.9.2 the specific article (s) of this Agreement allegedly violated;
- 28.9.3 the facts pertaining to or giving rise to the alleged grievances; and
- 28.9.4 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.

28.10 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.

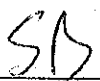
28.11 Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with the specified time limits, processing of the grievance by the CITY will automatically stop. However, 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.

28.12 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.

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

28.14 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

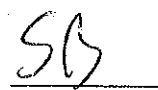
  
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statement of the grievance to be submitted to the arbitrator, the arbitrator will determine the statement of the grievance, provided, however, that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or 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.

- 28.15 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question(s) presented to him, which question(s) must be actual and existing.
- 28.16 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.
- 28.17 The arbitrator's award shall be final and binding on the parties.
- 28.18 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.
- 28.19 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.
- 28.20 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.
- 28.21 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.
- 28.22 If there is no objection by either party to the arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance is arbitral, the parties shall proceed to arbitrate the grievance.

  
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**ARTICLE 29.0**  
**DISCIPLINARY APPEALS**

29.1 Discipline is classified as either major or minor as follows:

MAJOR: Termination  
Demotion  
Any suspension without pay over 24 hours

MINOR: Written warning or any suspension without pay of 24 hours or less.

Verbal counseling and counseling memorandum do not constitute disciplinary action but may be used to establish that an employee has received notice that his/her conduct is not in conformity with department standards.

29.2 Appeals of disciplinary action, regardless of grounds, shall be handled as follows:

29.2.1 Major discipline may be appealed to an arbitrator, by using the same procedure for appointment of an arbitrator as set forth in Article 28 above. The request for appointment of an arbitrator must be made in writing within ten (10) calendar days of notice of the City's disciplinary action.

29.2.2 A minor discipline may be appealed to the Director of Human Resources. The request must be made in writing within ten (10) calendar days of notice of the City's disciplinary action. The Director of Human Resources will respond in writing within ten (10) calendar days of receipt of appeal. If the appeal has not been resolved with the Director of Human Resources it may be submitted to a third party neutral arbitrator appointed from the roster a Broward County based mediation service selected by the parties. The request for an arbitrator must be made in writing within ten (10) calendar days of written response by the Director of Human Resources. The Parties have agreed that Mediation, Inc. is a suitable organization for use. To insure the neutrality of the appointee, the mediation service shall designate one of its members to serve as the arbitrator without input or consultation with the City, the employee, or the Union. A hearing shall be scheduled within sixty (60) days of appointment of the arbitrator. Continuance shall be granted for good cause, in the discretion of the arbitrator.


29.2.3 The arbitrator of either a major or minor arbitration may sustain, reverse, or modify the discipline set by the City Manager. The decision of the arbitrator is final and binding on the parties.

29.3 No employee shall be subject to major discipline without first being afforded a pre-determination conference with the City Manager or designee. No pre-determination conference shall be conducted with less than ten (10) calendar days notice to the employee.

29.4 When imposing discipline, the department should not base its decision upon any written reprimand which occurred more than two (2) years previously.

29.5 When an appeal of disciplinary action is submitted to an arbitrator for resolution, the parties shall bear their own attorneys' fees and costs, but shall split the arbitrator's fee equally. The

  
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procedures set forth in this article constitute the sole procedures for challenging disciplinary action and no recourse is available through any civil service or grievance process.

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**ARTICLE 30.0**  
**FIRE RESCUE DEPARTMENT SICK LEAVE TIME POOL**

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 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
- 30.4.1 has submitted acceptable medical substantiation from a licensed physician that includes 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
  - 30.4.2 is not eligible for Worker's Compensation benefits
  - 30.4.3 has not been disciplined for abuse of sick leave in the past
  - 30.4.4 be approved by the Fire/Rescue Department Sick Leave Time Pool Committee to draw from the Fire/Rescue Department Sick Leave Time Pool.
- 30.5 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.
- 30.6 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,
- 30.7 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.

  
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**ARTICLE 31.0**  
**INSURANCE**

- 31.1 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 any reduction in the benefits provided in fiscal year 2005-2006 or increase in the cost of dependent coverage over 5% the Union reserves the right to a re-opener.
- 31.2 The City agrees to continue in effect its current life insurance coverage (Statutory Death Benefits) for the term of this agreement.
- 31.3 The City has the sole and exclusive discretion to select the insurance companies and to change said companies.

  
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**ARTICLE 32.0**  
**ON-THE-JOB INJURY**

- 32.1 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:
- 32.1.1 Pay said employee their regular rate of pay (i.e., salary without offset by leave) for up to six (6) months after the injury is sustained; but
- 32.1.2 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.
- 32.1.3 The City Manager, in his sole discretion, may grant all or part of an additional three (3) months of leave with regular rate of pay when application for extension of leave is requested by the employee.
- 32.2 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.
- 32.3 If an injured employee is absent from work 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.
- 32.4 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.
- 32.5 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.
- 32.6 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.

  
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**ARTICLE 33.0**  
**LIGHT DUTY (OFF-THE-JOB DISABILITY)**


- 33.1 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.

  
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**ARTICLE 34.0  
REDUCTION IN FORCE**

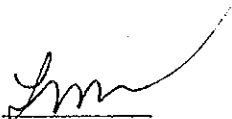
- 34.1 In the event of a reduction in force for any reason, employees shall be laid off in the inverse order of their departmental seniority. Any employee, who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment, shall 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.
- 34.2 An employee who "bumps down" will be placed in the same step in the established pay range for the new classification.

  
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**ARTICLE 35.0**  
**PROHIBITION AGAINST REOPENING OF NEGOTIATIONS**

- 35.1 Except as specifically provided herein, 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.
- 35.2 Except as otherwise provided herein, this Agreement may be reopened only with the mutual written agreement of the parties hereto.
- 35.3 Except as specifically provided herein in the Wage, Overtime and Hours of Duty, and Retirement articles, 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.

  
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City

  
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Union

**ARTICLE 36.0**  
**LONGEVITY LEAVE BENEFITS**

36.1 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"

  
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City

  
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Union

**ARTICLE 37.0**  
**RETIREMENT BENEFITS**

- 37.1 For firefighter members of the pension plan, the amount of benefit payable at normal retirement date shall be three (3%) percent of the member's average monthly earnings for the first ten (10) years of continuous service, and four (4%) percent of average monthly earning for the next ten (10) years of service, and three (3%) percent of average monthly earning for the final five years of service, subject to a maximum of eighty-five (85%) percent of average monthly earnings. For the purpose of compliance with Chapters 175, if a firefighter member completes more than forty-five (45) years of service, accrual of benefits shall recommence at the rate of two (2%) percent for each year of credible service.
- 37.2 The member pension contribution rate for firefighters shall be ten (10%) percent of basic wages and longevity.
- 37.3 The City has amend Section 9-70 (Deferred Retirement Option Plan) of the City Code to allow an employee who has 20 or more years of service, on date of ratification, to enter into the DROP and establish an actual separation date five years or less from the date the employee enters the DROP.
- 37.4 The cost of the foregoing benefits shall be funded by the increased firefighter contribution of ten (10%) percent and through the use of all of the accumulated state premium tax revenue as of the effective date of the ordinance amending Chapter 9, Pensions and Retirement of the City Code, and future state premium tax revenue received by the retirement system.
- 37.5 Any future state premium tax revenue remaining after used to offset the annual cost of this retirement benefit enhancement will be equally deposited in share accounts that established for all current members of this bargaining unit.
- 37.6 Reopener for Retirement Benefits to begin on or after May 15, 2011 but no later than June 1, 2011.

*JMM 8/16/10*  
City

*SB*  
Union

ARTICLE 38.0

SENIORITY

38.1 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 / ASSISTANT FIRE MARSHAL,  
FIREFIGHTER / INSPECTOR

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

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

38.2.2 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.

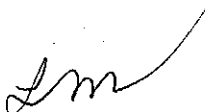
"TIES" during bidding or selection: Any "ties" identified as a result of the use of this Article will be determined by the exclusive use of the following criteria:

38.2.3 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

38.2.4 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



Union

**ARTICLE 39.0**  
**LABOR MANAGEMENT COMMITTEE**

- 39.1 There shall be a labor-management committee comprised of four (4) members. Each party shall designate two (2) representatives.
  
- 39.2 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.



City



Union

**ARTICLE 40.0**  
**TAKE HOME VEHICLES FOR FIRE PREVENTION**

- 40.1 Personnel assigned to Fire Prevention 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.
- 40.2 Personnel assigned a vehicle will be responsible for cleaning the vehicle and scheduling maintenance.
- 40.3 This article does not require the City to purchase additional vehicles.

  
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City

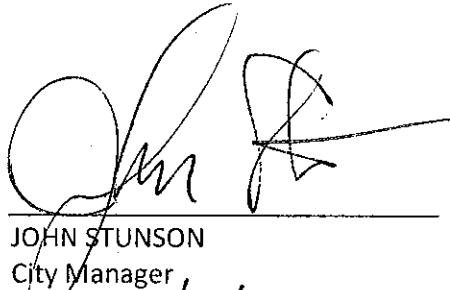
  
\_\_\_\_\_  
Union


**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, 2012.
- 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.

THE CITY OF OAKLAND PARK

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

By:   
JOHN STUNSON  
City Manager

By: 

Dated: 9/2/10

Dated: 8/18/2010

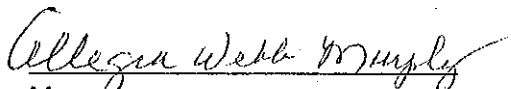
  
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Union

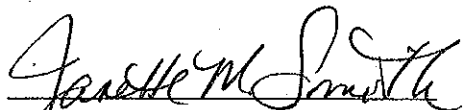
SIGNATURE PAGE

THE CITY OF OAKLAND PARK

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

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
City Clerk

Date of ratification by Bargaining Unit: \_\_\_\_\_

Date of ratification by the CITY: 9-1-10

R. 2010-139

  
\_\_\_\_\_  
City

  
\_\_\_\_\_  
Union