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**IDnum** 27      **Language** English      **Country** United States      **State** FL

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

**Local** Local 1989, Port Everglades Fire Fighters

Occupations Represented
Firefighting occupations

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

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** [unknown]      **EndYear** 2000

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**Notes**

**Contact**

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

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PREAMBLE

This Agreement made and entered into by and between BROWARD COUNTY, hereinafter called the County,

and

PORT EVERGLADES FIRE FIGHTERS ASSOCIATION, INC., Local 1989, International Association of Fire Fighters, AFL-CIO, CLC, hereinafter called the Union, has as its purpose the promotion of continued harmonious relations between the County and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of conditions of employment.

ARTICLE 1  
RECOGNITION

The County recognizes the Port Everglades Fire Fighters' Association, Inc., Local 1989, I.A.F.F. AFL-CIO, CLC, its designated agents and representatives as the sole and exclusive bargaining agent of all certified fire fighters employed at Port Everglades but excluding the Chief and any designated Deputy Chief with respect to wages, hours, and all other terms or conditions of employment.

In the event that job titles not now existing at Port Everglades, which encompass fire fighting work currently assigned to members of this bargaining unit, are created during the term of this Agreement, the Union and the County agree that the parties shall meet and discuss these job titles.

The County and the Union further agree that there shall be no interference or coercion practiced by the County or the Union against any employee of the Division on account of membership or non-membership in the Union. The County and the Union affirm their joint opposition to any discriminatory practices in regard to employment, promotion or training, remembering that public law and public interest require no discrimination on account of race, color, creed, handicap, national origin, age or sex.

ARTICLE 2  
MANAGEMENT RIGHTS

It is understood that the County has the right to operate the department and division and this agreement shall not be construed to limit in any way the right of the County to manage and operate its business.

In order to fulfill this commitment and responsibility, management shall have the right, subject to the terms and conditions of this agreement, to:

1. Hire, promote, and evaluate employees.
2. Discipline, demote, suspend or discharge employees for just cause.
3. Determine unilaterally the purpose of each department, division, or operation.
4. Determine what reasonable work activities are performed.
5. Exercise control and discretion over the organization and operation of the County.
6. Cause reductions in work force for legitimate reasons.
7. Set standards of service to be provided.

8. Formulate, change or modify rules, regulations and procedures provided it is not contrary to the provisions of this agreement.

Whenever the County exercises a right or privilege as provided herein, the County shall not be obligated to bargain or negotiate the effect or impact of that exercise.

### ARTICLE 3 PROBATIONARY PERIOD

When an employee is hired by the County, said employee shall be on probationary status for a period of twelve (12) months from their date of employment. After completion of said period, the employee shall attain a permanent employee status.

Such new employee who is assigned to duty as a fire fighter shall, in addition, be considered a probationary employee until he/she has completed a minimum standards course for fire fighters as prescribed by the Fire Fighters Standard Council. The employment of a probationary employee may be terminated at any time during the probationary period and shall not be subject to the grievance procedure.

In the event that a fire fighter employed by the Division at Port Everglades fills a vacancy or a new position in any other job classification with the County and the County determines within the probationary period that the employee has not satisfactorily performed that job, or the employee within the probationary period, determines that he/she no longer desires to remain in that position, he/she shall automatically return to his/her previous position with the Division at Port Everglades with no loss of seniority and/or other benefits.

In the event that a fire fighter employed by the Division at Port Everglades is promoted to a vacancy or new position within the bargaining unit, said employee shall be on promotional probationary status for a period of six months from the date of promotion. The promotional probationary period may be extended for an additional six months at the mutual agreement of the County and the affected employee. After completion of the promotional probationary period, the employee shall attain a permanent status in that position. In the event that the County determines within the promotional probationary period that the employee has not satisfactorily performed that job, or the employee within the promotional probationary period determines that he no longer desires to remain in that position, he shall automatically return to his previous position with the Division at Port Everglades with no loss of seniority and/or benefits.

### ARTICLE 4 ADJUSTMENT OF GRIEVANCES

#### Section A. Definition of a Grievance.

A "grievance" as herein used shall be defined as a dispute concerning working conditions, the interpretation or application of this agreement or the subject matter thereof.

#### Section B. Grievance Procedure.

Step 1: When a grievance exists, the aggrieved employee and/or a Union

representative may discuss and attempt to adjust the grievance with the Deputy Chief. If unable to adjust, the grievance will be put in writing and signed by the employee and/or a Union representative and submitted to the Deputy Chief who shall reply in writing within ten (10) working days excluding the day filed.

Step 2: If the aggrieved employee and/or the Union is not satisfied with the decision rendered by the Deputy Chief in Step 1, the aggrieved employee and/or a Union representative may submit the written grievance within ten (10) working days after receipt of the reply from the Division Director to the Division Director who shall make an investigation of the grievance and shall meet with the aggrieved employee and/or Union representative no later than (10) working days from receipt of the Step 2 written appeal. The Division Director shall reply in writing within five (5) working days of the Step 2 meeting.

Step 3: If the aggrieved employee or the Union is not satisfied with the decision rendered by the Division Director in Step 2, the aggrieved employee and/or a Union representative may submit the written grievance within ten (10) working days after the receipt of the reply from the Division Director to the Department Director or his/her designated representative, who shall make an investigation of the grievance and shall meet with the aggrieved employee and/or Union representative no later than ten (10) working days from receipt of the Step 2 written appeal. The Department Director or his/her designee shall reply in writing within five (5) working days of the Step 3 meeting.

#### Section C. Arbitration.

If the grievance is not satisfactorily settled under the procedures provided above and if the grievance relates to the determination of any and all rights and obligations conferred or created by this contract, the Union may request arbitration provided such request is made in writing within ten (10) calendar days following the receipt of the answer of the Department Director or designee. Within seven (7) calendar days after the request for arbitration, both parties shall meet to designate an arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) calendar days thereafter, the Federal Mediation and Conciliation Service shall be requested immediately to provide a list of five (5) arbitrators. The parties shall alternately strike and select a single arbitrator who shall look solely to the parties for his/her compensation. The arbitrator shall hold hearings and render his/her decision within ten (10) calendar days from the date of his/her appointment if practicable and his/her decision shall be final and binding upon both parties. All costs associated with such arbitration shall be borne equally by both parties. Application to this procedure shall foreclose the grievant from appealing to any other available formal County procedure.

In the event that an employee has been disciplined to the extent that he/she has been suspended or discharged and is reinstated, the employee shall be reinstated with no loss or impairment of any rights under this agreement or other rules and regulations of the County.

In the event that any employee has been suspended and that suspension is upheld, that employee, upon the expiration of that suspension, shall be fully reinstated to his/her former position with no loss or impairment of any of his/her rights under this collective bargaining agreement or any

other rules and regulations of the County.

The arbitrator does not have the right to alter, amend or enlarge the terms of this contract. It is expressly understood and agreed that nothing in Section C. shall infer or imply an agreement to use the arbitration process to resolve any dispute which may arise in the negotiation of the terms of this contract. All costs incurred by such arbitration proceedings shall be borne equally by both parties, except if either party desires a transcript of the arbitration proceedings, the total cost of such transcript shall be paid for by the party making the request.

#### Section D. Time Limits.

The time limitations provided in this Article shall be strictly observed and shall be extended only by written agreement of the parties. In the event that the County or the Union fails to comply with any of the aforesaid time limitations, the County shall be deemed to have waived its right to contest said grievance and said grievance shall be sustained with all requested relief automatically implemented, and should the Union fail to so comply, the grievance shall be deemed denied and no relief granted.

No action or matter shall be considered the subject of a grievance unless written complaint is made within ten (10) days of its occurrence. When it is necessary for a Union representative to stop work or leave his station to process a grievance or to conduct other Union business, he shall report to his supervisor before stopping work and again when he is ready to resume work. "Working days" as used herein, shall be defined as the days Monday through Friday inclusive but shall exclude any such day on which a holiday is observed.

Nothing in this Article shall require the Union to process grievances for employees who are not members of the Union, in conformity with Florida Law.

#### ARTICLE 5 FUNERAL LEAVE

Leave may be granted by the Division Director without loss of pay for death in the immediate family or serving as a pallbearer at a funeral.

Such employee who is absent from regularly scheduled work because of death in the immediate family shall be paid for wages lost beginning on the date of the death to and including the day of the funeral but such payment shall not exceed forty (40) hours of pay. An employee's "immediate family" shall include: spouse, parents, children, brother, sister, parents-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, grandparents of the employee's spouse and any other relative who resides in the same house as the employee. The rate of pay shall be the straight time rate at which the employee worked prior to the beginning of the leave.

An employee may also be granted one (1) day of leave with pay for the purpose of serving as pallbearer at a funeral for other than a member of the immediate family providing that such leave is requested in advance.

#### ARTICLE 6 SICK LEAVE

An employee, including a probationary employee, will earn credit of eight

(8) hours of sick leave with pay for each full month of service. Such credit will be accumulated from the day of employment provided the employee is hired on or before the fifteenth of the month and such credits can be accumulated without limit. In order to equalize hourly credits with credits calculated on a day basis, each fire fighter will have two (2) hours added to his/her accumulated sick leave credits as of January 1st of each year. An employee who does not use any sick leave for a period of six (6) consecutive months will have twelve (12) hours added to his/her vacation leave. This may be taken at any time during the year and need not be taken with the employee's vacation.

An employee may use such credit for personal illness or injury or critical illness occurring in the immediate family providing that the employee notifies his/her Division Director on the first day of absence for such illness or injury of the reason for the absence. Failure to give such notice may be grounds for denial of leave with pay. Illness or injury occurring during an employee's vacation can be adjusted upon written application by the employee upon return to duty.

When an employee is disabled because of an occupational injury or illness incurred while performing assigned duties for the County for which he/she is eligible to receive Worker's Compensation

payments, he/she will receive benefits in accordance with the County's established Worker's Compensation policies and procedures.

If an employee is unable to perform his/her regularly assigned duties as a result of an injury, but is still able to perform some type of work, the employee may be assigned by the Division Director other work duties in the Division during the period of his/her recuperation.

Verification of illness or injury by a doctor's certificate or by home visitation may be required if considered necessary. Probationary employees earn credits for illness or injury leave from date of employment and such leave credits can be used during the probationary period.

An employee will be paid thirty percent (30%) of the value of the sick leave accumulated to his/her credit at the time of separation, provided the employee leaves employment in good standing. If an employee retires under the provisions of the Florida Retirement System, he/she will be paid one hundred percent (100%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of an employee, one hundred percent (100%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group insurance policy. The maximum pay out for this Article shall be one thousand one hundred twenty (1,120) hours.

Employees covered by this Agreement may participate in the County's Sick Leave Donation Program and are subject to the same guidelines and eligibility requirements as non-represented employees. Employees covered by this Agreement are subject to the Sick Leave provisions of the Civil Service Rules and Regulations.

## ARTICLE 7 HOLIDAYS

### Section A.

The following holidays will be observed as holidays for Division employees covered under this agreement:

New Year's Day Veteran's Day

Martin Luther King's Birthday Thanksgiving Day

Washington's Birthday Day After Thanksgiving

Memorial Day 1/2 Day Christmas Eve

Independence Day Christmas Day

Labor Day 1/2 Day New Year's Eve

Any holiday adopted by the Division shall be incorporated by reference as a holiday with respect to the employees covered by this Agreement.

#### Section B.

Since a fire fighter assigned to a 24/72 hour schedule works his/her regular scheduled hours in a work week in which one of these holidays falls, he/she will be paid, in lieu of time off, twelve (12) hours straight time pay in addition to regular pay for hours worked. In order to receive holiday pay, the employee scheduled to work on a holiday must report for work and work his/her full shift as scheduled.

In the event that any of the aforementioned holidays fall within the regular work week of a fire fighter assigned to a 40 hour work week schedule, the employee shall be compensated at his/her regular rate of pay and shall receive the day off. If the employee is required to work by the Division Director, he/she will be paid, in lieu of time off, twelve (12) hours straight time pay in addition to the hours worked.

Employees will be granted sixteen (16) hours paid leave per calendar year to be utilized for personal business. Written notice to the Division Director shall be required forty-eight (48) hours in advance in order to take such time off.

#### ARTICLE 8

##### VACATION

Those fire fighters assigned to the 24/72 work schedule shall be entitled to vacation pay, based on the schedule below:

Eighty-four (84) hours each year for the first four (4) years;

One hundred twenty (120) hours for years five (5) through nine (9);

One hundred sixty-eight (168) hours for years ten (10) and over.

Those personnel assigned to a forty (40) hour week shall be entitled to vacation with pay, based on the schedule below:

Eighty (80) hours each year for the first four (4) years;

One hundred twenty (120) hours for years five (5) through nine (9);

One hundred sixty (160) hours for years ten (10) and over.

An employee will be entitled to the scheduled vacation above or pay therefore, in event of resignation or termination, only after completion of twelve (12) months of continuous service.

Such vacation must be taken between the first anniversary of employment and the end of the calendar year. If there is not sufficient time to take such vacation before the end of the calendar year, all or part of the vacation may be deferred but must be taken before January 31st of the next calendar year. After the first anniversary of employment, an employee will become entitled to his/her next vacation on January 1st of the next calendar year and the vacation year will coincide with the calendar year thereafter.

In the calendar years in which his/her fourth and ninth employment anniversaries fall, an employee may schedule an additional week of vacation with pay beginning January 1st of that year but if the employee resigns prior to his/her anniversary date, the additional vacation pay will be deducted from the employee's final check.

When an employee resigns, he/she will be paid for any unused vacation earned in the previous calendar year plus any vacation pay earned in the current calendar year. Each employee entitled to a vacation may indicate his/her preferred vacation time and such request will be considered in continuous service order and granted when practicable but it is understood that efficient operation of the Division shall be the first consideration and the Division shall have the right to assign vacations on that basis.

All vacations must be taken in the year in which due except as provided above in the year in which an employee's first anniversary occurs and any vacation not taken in the year in which due shall be forfeited except that an employee who is unable to take earned vacation because of absence for compensable injury incurred while working at the Division will be paid vacation pay in the current year on the last pay day in the calendar year.

All vacation pay due an employee will be made available to the employee on his/her last duty day preceding his/her vacation leave providing the employee has submitted a written request for such pay at least seven (7) days before the day on which the pay is desired.

A "working day" as used in this article, shall be equal to the average scheduled hours of work on each daily tour of duty during the eight (8) weeks prior to the time the vacation is taken.

An employee's vacation pay will be based upon his/her normal bi-weekly pay rate in effect at the end of the payroll period completed just prior to the beginning of the vacation.

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

#### ARTICLE 9 INSURANCE

Effective in the 1998 benefit year, as determined through open enrollment in the Fall of 1997, all employees covered by this Agreement shall receive the same group insurance benefits as provided to all non-represented employees of Broward County and in accordance with the County Cafeteria Benefit Program.

It is agreed that when revisions in the current group insurance plan are considered, discussions will be held with representative of Union in order to obtain their views about such insurance coverage.

If the flexible dollar allowance is increased for all the other County bargaining units, the increase will also apply to employees covered by this Agreement.

#### ARTICLE 10 PENSION

Fire fighters covered by this Agreement are members of the Florida Retirement System, and are governed by its rules and regulations. The County agrees that it will conform with all provisions of the Florida Retirement System established by law which affect it as a covered employer.

#### ARTICLE 11 UNIFORMS AND BUNKER GEAR

##### Section A. Uniforms.

The parties agree that a mutually agreeable style of dress uniform which is compatible with that customarily worn by fire fighters in this locale has been established. The County agrees to furnish each new fire fighter covered by this Agreement with appropriate uniforms which shall include three pairs of pants, three shirts, two hats and accessories and one work uniform.

##### Section B. Bunker (Fire Fighting) Gear.

The County agrees to furnish to each fire fighter who has completed his/her probationary period, his/her personal bunker (fire fighting) gear in accordance with the schedule listed below:

1 Helmet

1 Bunker Coat and pants -- high quality material designed according to the latest standards on personal protection.

1 Pair of five finger type fire fighter gloves.

1 Pair of fire fighter boots with safety insole and toe.

The maintenance and care of this equipment will be the responsibility of the fire fighter to whom it is issued.

##### Section C. Uniform Maintenance and Cleaning Allowance.

The County agrees to pay a total of \$300.00, payable \$150.00 the first week in June and \$150.00 payable in the first week of December of each year, to

reimburse the fire fighters for the cost of cleaning and maintaining the issued bunker gear and the maintenance and cleaning of dress uniform and work clothes. To determine that uniforms are fit for wear before the public and that bunker gear is in a safe and good condition, the Captain of each squad will inspect quarterly all uniforms and bunker gear issued to each member. In addition, the Division Director will conduct a semi-annual inspection which will include the uniforms and bunker gear of the Captains and Inspector as well as the fire fighters. Any bunker gear found unsatisfactory in the opinion of the Division Director must be replaced within thirty (30) days of written instructions.

ARTICLE 12  
DUES CHECKOFF

The County agrees to deduct monthly Union dues, in the amount provided by Local 1989, from each employee who has authorized such deduction in a written assignment in a form acceptable to the County. Such dues will be deducted in installments from each pay and the total sum deducted will be remitted to the Union Treasurer once monthly on the Friday following the last pay day in the month.

In the event the employee desires to stop the withholding of dues from his/her wages, he/she shall indicate his/her intent to the Human Resources and Accounting Directors in writing on the form agreed upon and such notice shall become effective thirty (30) days following its receipt by the Human Resources Director.

The County agrees to provide this service without charge to the Union.

Any change in the amount to be deducted from employee's checks shall be provided by Local 1989 to the County no less than thirty (30) days prior to the effective date of change.

ARTICLE 13  
STRIKES, SLOWDOWNS

The Union agrees that there will be no strikes, slow downs, stoppages of work or any interference with the efficient management of the Division or the County.

The County agrees that there shall be no lockout of employees for any reason.

It is agreed by the County and the Union that nothing contained in this section or any part of this Agreement shall be used to form the basis for an allegation of a violation of this Agreement for the purpose of supporting any legal action until the complaining party has given notice to the other party of the offense charged at the latter party, having been allowed a reasonable opportunity to correct the violation, shall refuse to do so.

Nothing herein contained shall abridge the right of any duly authorized representative of the Union to present the views of the Union to the citizens on issues which affect the welfare of its members.

ARTICLE 14  
TEMPORARY ASSIGNMENTS

The Union agrees that whenever any qualified employee is requested by his/her supervisor to temporarily work in a higher job classification, he/she shall do so promptly and as efficiently as his/her ability will permit. Whenever a qualified employee is assigned to a higher job, he/she will be paid the established rate or the next higher rate for all time worked in the higher job provided that he/she works a minimum of eight (8) hours or more in the higher rated job, unless an employee is assigned to a higher rated job in a combat situation.

ARTICLE 15  
SAVINGS/SEVERABILITY CLAUSE

It is the intent of the parties that this contract shall constitute the entire agreement between them and where the specific provisions of this contract differ from the past, present or future policies, procedures or directives covering any other employees of the Division at Port Everglades, the specific provisions of this contract only shall apply.

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

On a case by case basis as the issue arises, the parties agree to discuss past practices.

ARTICLE 16  
INTEGRITY OF THE PORT EVERGLADES BARGAINING UNIT

The County agrees to keep a fire station at Port Everglades open and operating and that station shall be staffed by bargaining unit members represented by the Union.

The County and the Union agree that bargaining unit employees shall be permanently assigned to the Port Everglades Station. Bargaining Unit members shall not be involuntarily and permanently assigned away from Port Everglades. This provision shall not preclude management from making temporary assignments arising out of unforeseen emergencies or from making temporary training assignments.

Promotions to positions represented by the Union shall be made from within the bargaining unit. If a position is vacant, and no qualified bargaining unit candidate accepts the position, the parties agree to reopen this section of this article to negotiate how the vacancy will be filled.

ARTICLE 17  
SENIORITY

The parties recognize that promotional opportunity and job security in the event of layoffs and recalls after layoffs should increase in proportion to length of continuous service and that in administering this article, the intent will be to give full consideration to continuous service in such cases.

In recognition, however, of the responsibilities of the Division management for efficient operation of the Division, it is understood and agreed that

in all cases of promotion (except to positions excluded from the bargaining unit), the factors of

- 1) Continuous service and
- 2) Ability to perform the work

shall be considered and in accordance with the Civil Service Rules and Regulations, only where the ability to perform the work is relatively equal, shall length of continuous service be the determining factor. Continuous service as used herein shall be calculated from the date an employee was employed as a fire fighter at Port Everglades.

The parties have agreed to a plan for promotional exams and the development of a promotional list in accordance with the Civil Service Rules and Regulations.

In the event of a general personnel reduction, the employee with the least seniority shall be laid off first. An employee's continuous service will cease and his/her employment will terminate when the employee:

1. Quits
2. Is discharged
3. Is laid off and fails to report for work after five (5) days written notice to do so.

No new employee shall be hired in this unit until a laid-off fire fighter has been given an opportunity to return to work for a period of two (2) years from the date of layoff, provided that such fire fighter shall be fully qualified for the vacant position with the determination of such qualifications strictly reserved as a management right.

The opportunity for overtime assignments for other than fire fighting activities will be divided as equally as possible among the fire fighters, within this unit, who have the ability to perform the work. It will be the responsibility of the fire fighter who is entitled to the overtime work to either work or provide a substitute in lieu of working.

As much advance notice of required overtime will be given as is practicable under the circumstances.

Assignment of overtime work in an emergency shall be made without regard to either continuous service or prior overtime and no such assignment shall be subject to the grievance procedure.

## ARTICLE 18 UNION REPRESENTATION

### Section A.

The County agrees that during working hours, on the County premises, and without loss of pay, not more than two (2) Union representatives shall be allowed to:

- 1) Attend negotiating meetings;
- 2) Transmit communications, authorized by the local Union or its officers,

to the County or its representatives;

3) Consult with County representatives, Union officers or other Union representatives concerning the enforcement of any provisions of this Agreement; and

4) Attend Port Department meetings, provided that manning levels are met, and agenda item(s) before the Port Department pertain directly to the bargaining unit. The Division Director will approve attendance in advance.

Each representative shall report to the supervisor before stopping work or leaving his/her station to conduct such Union business and again when he/she is ready to resume work.

The President of Local 1989 or his/her designated representative will be permitted a reasonable time off without pay each year to attend two Union conventions or seminars outside the County providing that such leave shall not result in extra wage cost for the County and providing also that the request for such leave shall be made at least ten (10) days prior to the first day of the leave requested. The President of the Union or his/her designee shall be authorized for leave with pay to attend Union conventions, seminars, or meetings not to exceed a total of one (1) twenty four (24) hour shift in any calendar year. A member of the Union's executive board, to be designated by the President of the Union, shall be authorized for leave with pay to attend Union conventions, seminars, or meetings not to exceed a total of eight (8) hours in any calendar year.

#### Section B. Civic Leave

An employee shall be eligible to apply for Civic Leave with pay when performing volunteer work for a bona fide charitable organization or cause, (i.e. Muscular Dystrophy Association, American Cancer Society, or any other community or nationally recognized nonprofit, nonpartisan organization.)

Requests for paid Civic Leave shall be made in writing to the Division Director, at least two (2) weeks in advance of proposed leave. Civic Leave may be granted at the sole discretion of the Division Director, but shall not exceed sixteen hours per employee per calendar year. In considering such a request, the Division Director shall take into account the following factors:

- a. efficient operation of the County;
- b. nature of the organization involved;
- c. extent of the employee's prior participation with the organization in question;
- d. approximate number of hours contributed to that organization by the employee in the last ninety days; and
- e. Favorable reflection of employee's volunteer activities upon the County.

Any employee on Civic Leave shall notify the charitable organization involved of the County's participation, and shall identify the County as his/her sponsor.

## Section C.

Fire fighters may contribute up to one (1) shift, twenty four hours, per year of annual leave, personal leave, or sick leave bonus hours to a paid annual leave pool to be used by members of the bargaining unit for solely Union business. The Union President shall notify the Division Director of the Union's desire to allocate leave from this pool. Authorization must be submitted before such assignment is effected. There will be no cost to the County for pool leave utilization. Under normal circumstances pool utilization will include reasonable notice of one week.

### ARTICLE 19 LEAVE OF ABSENCE

A leave of absence (without pay) beyond vacation to which an employee is entitled may be granted for good and sufficient reason in the opinion of County management. Efficient operation of the Division shall be the first consideration in approval of such leave. The terms of the leave of absence will be in writing and the leave will be for no more than six (6) months but the term may be extended for one (1) additional six (6) month term at the option of County management.

Such leave, including any extension, shall not affect an employee's continuous service providing there has been no impairment of his/her ability to perform the available work but if an employee fails to return to work within the term of the leave, his/her continuous service shall be broken and his employment shall be terminated.

A leave of absence will not be granted for the purpose of allowing an employee to take another job or to undertake a business venture for himself/herself or with others.

Insurance benefits during such unpaid leave will be continued only if the employee pays the full cost of such insurance in advance without contribution by the County and in accordance with the County's Benefit Plan.

### ARTICLE 20 MUTUAL EXCHANGE OF TOURS

A fire fighter may request approval to exchange a duty shift with another fire fighter of the same or acting rank. If the request is submitted to the Division Director on the appropriate form signed by both fire fighters concerned at least twenty-four (24) hours in advance and if the exchange will not interfere with the efficient operation or increase the operating cost of the Division, it will be approved by the Division Director unless there are extenuating circumstances which will be explained at the time the request is denied. The fire fighter who agrees to substitute will be responsible for reporting to work at the scheduled time.

In the case of emergency, notification can be made by phone to the Division Director and confirmation in writing will be made on the appropriate form subsequent to the substitution.

### ARTICLE 21 CALL BACK PAY

#### Section A. Call Back Pay

An employee who has left the Port and is called to return to duty after having completed his/her scheduled shift will be paid one and one half times his/her straight time rate for all time worked with a minimum of four (4) hours pay at the overtime rate.

This shall include, but not be limited to any meetings, seminars, or classes which an employee may be required by the Division Director to attend when he/she is not regularly scheduled to work.

#### Section B. Portal-to-Portal Pay

An affected employee shall be compensated from the time he/she reasonably leaves his/her residence and he/she shall continue to be compensated until said employee returns to his/her residence, unless the said employee is given at least eight hours prior notice of scheduled overtime.

Overtime hours contiguous to regularly scheduled hours of work/shift shall not be subject to portal-to-portal pay.

Portal-to-portal pay shall not apply if an employee is assigned to a full shift other than his/her regularly scheduled hours of work/shift.

#### ARTICLE 22

##### JURY DUTY AND WITNESS PAY

A fire fighter who has completed his/her probationary period will be paid for necessary absence from work to serve on jury duty or as a witness providing:

- 1) Such absence is scheduled in advance with the Division Director.
- 2) The fire fighter works as many hours of his/her scheduled shift on the days of such service as is practical.
- 3) A Certificate of Attendance by the Jury or Court Clerk showing the date and hours of such service is provided if requested.

No deduction from pay will be made for any jury pay or witness pay received.

Any service as a witness as an employee of the County in any official proceeding will be considered time worked.

#### ARTICLE 23

##### WAGE RATES

#### Section A.

Effective the first full pay period in October, 1997 (October 5, 1997), all employees in a bargaining unit position as of October 1, 1997, shall receive an increase of five percent (5%) to their base hourly rate.

Effective the first full pay period in October, 1998 (October 4, 1998), all employees in a bargaining unit position as of October 1, 1998, shall receive an increase of two and one half percent (2 1/2%) to their base

hourly rate.

Effective the first full pay period in October, 1999 (October 3, 1999), all employees in a bargaining unit position as of October 1, 1999, shall receive an increase of two and one half percent (2 1/2%) to their base hourly rate.

A fire fighter promoted to the classification of Driver/ Engineer shall assume the step in the assigned grade, corresponding to the length of service in the bargaining unit, as indicated below:

YEARS IN BARGAINING UNIT GRADE/STEP

After 3 years Grade DE; Step D

After 4 years Grade DE; Step E

After 5 years Grade DE; Step F

For the purposes of this Article, the bi-weekly pay period for fire fighters assigned to a 24/72 hour work schedule, as defined in Article 33, shall consist of eighty-four (84) cumulative hours, and the bi-weekly pay period for fire fighters assigned to a forty (40) hour work week shall consist of eighty (80) hours.

Section B.

Any employee covered by this Agreement who holds one or more of the following certificates shall be paid an additional bi-weekly amount for each certificate in addition to his/her appropriate base rate as follows;

Fire Inspector: 2%

Emergency Medical Technician: 5%

Fire Science: 2%

Any employee covered by this contract who holds an Florida State instructors certificate shall be paid an additional 2% above his/her regular base rate of pay for all hours that he/she is assigned by the Division Director to job duties directly involving training.

Those members of the Training/Inspection Section who hold a Florida State Inspector's Certificate will be paid an additional 7% differential bi-weekly in addition to the appropriate base rate. Those members of the Training/Inspection Section who do not hold a Florida State Inspector's Certificate will be paid an additional 2% differential bi-weekly in addition to the appropriate base rate.

Any employee permanently assigned to a 40 hour work week, but not assigned to the Training/Inspection Section, shall be paid an additional 2% bi-weekly amount in addition to the appropriate base rate.

Section C.

Effective November 1, 1997, all employer contributions to any deferred compensation plan for any and all employees covered by this Agreement shall

cease.

Effective within 30 days of November 1, 1997, all bargaining unit employees employed in a bargaining unit position, as of October 1, 1997, shall receive a one-time cash payment not part of base salary, in the amount of \$1,900.00.

Effective within 30 days of November 1, 1998, all bargaining unit employees employed in a bargaining unit position, as of October 1, 1998, shall receive a one-time cash payment, not part of base salary, in the amount of \$1,900.00.

Effective within 30 days of November 1, 1999, all bargaining unit employees employed in a bargaining unit position, as of October 1, 1999, shall receive a one-time cash payment, not part of base salary, in the amount of \$1,900.00.

The County agrees, for those employees who choose to have this amount automatically transferred to a deferred compensation plan, to facilitate that with the Payroll Section of the Accounting Division.

APPENDIX A

PAY PLAN

All pay rates are bi-weekly.

STEPS

GRADES A B C D E F

FF 1,157.28 1,303.27 1,368.30 1,445.26 1,532.86 1,609.84

DE - - - 1,531.75 1,624.83 1,706.43

LT - - - 1,624.83 1,722.52 1,804.93

CPT - - - 1,804.93 1,896.50 1,993.37

AC - - - - - 2,092.92

ARTICLE 24

RULES AND REGULATIONS

The Union recognizes the right of the County to establish reasonable rules and regulations for the safe and efficient conduct of County business and reasonable penalties for violation of such rules. Established rules, regulations and penalties will be posted within the Division and shall be applied indiscriminately to all employees.

Changes in present rules shall not become effective until they have been posted for seven (7) calendar days and a copy given to the Union at the time of posting.

The Union agrees that the County's Civil Service Rules and Regulations and the Personnel Procedures Manual (except where such rules conflict with the

provisions of the Agreement, in which case the Agreement prevails), the Workplace Violence Policy (as modified by the parties side letter), and the Broward County Safety Manual apply to employees covered by this Agreement.

#### ARTICLE 25

##### PHYSICAL EXAMINATIONS

Every probationary employee must, as a condition of employment, be examined by a physician, designated by the County, who must certify that the employee is capable of performing the duties of a fire fighter. This examination shall include an electrocardiogram.

Every employee covered by this Agreement may be required to undergo periodic physical examinations. All physical examinations, probationary or periodic, shall be paid for by the County, but any follow-up treatment or examinations shall be paid for by the employee.

#### ARTICLE 26

##### PERSONAL LIABILITY PROTECTION

The County agrees to purchase and maintain continuous coverage of insurance up to the limits of its liability protection for each employee covered by this Agreement for personal liability arising out of any act or omission of act in the course of employment unless the employee acted in bad faith, with malice or with wanton willful disregard of human rights, safety or property.

#### ARTICLE 27

##### EDUCATIONAL REIMBURSEMENT

Employees covered by this Agreement may participate in the County's General Education Reimbursement Program. The eligibility requirements and the amount, type and condition precedent to obtaining reimbursement, will be established by the County. Participation in this program is intended to cover undergraduate/graduate and other coursework consistent with the program's guidelines.

#### ARTICLE 28

##### OVERTIME

It is agreed that overtime work is to be assigned on a relatively equal basis to all fire fighters who are qualified to perform the work available. In order to facilitate this, overtime will be scheduled by a seniority list. A fire fighter, at his/her option, may request that his/her name be removed (or added) from the list. A record will be maintained indicating the date of call and the response from each person called as to whether request to work overtime was refused, no answer, sick, or vacation. If a fire fighter refuses, he/she will automatically be passed by until a complete cycle of the seniority list has been made. If all the fire fighters in the appropriate rank refuse, the Division Director or designee may require someone to work.

In cases of emergency, the Division Director or designee may waive the established procedure.

A copy of the above records shall be made available to the Union upon request.

ARTICLE 29  
PERSONAL PROPERTY DAMAGE

Section A. Personal Property Damage

Employees whose personal property is damaged under certain conditions while working are to be reimbursed by the County for the cost of repairing the damages or for replacement if repairs cannot be made.

The County will reimburse the employee if:

- A. The damage occurred during the employee's working hours; and
- B. The damage occurred while in the performance of the employee's duties; and
- C. The employee was wearing the necessary protective gear; and
- D. The employee was not breaking normal rules of conduct or violating safety rules.

Section B. Loss of Glasses or Watches

Employees whose prescription glasses, sun glasses, or watches are lost under certain conditions while working are to be reimbursed by the County for the cost of replacement.

The County will reimburse the employee if:

- A. The loss occurred during the employee's working hours; and
- B. The loss occurred while in the performance of the employee's duties; and
- C. The employee was wearing the necessary protective gear; and
- D. The employee was not breaking normal rules of conduct or violating safety rules.

Section C.

The County will not reimburse the employee if damage or loss occurred:

- a) During meal break or other breaks.
- b) Due to employee breaking normal rules of conduct expected in a business environment or violating safety rules.

Section D.

The claim must be presented on a prescribed form to the Division Director. The form must be approved by the employee's supervisor and Division Director and submitted within five (5) working days after damage occurs. A witness to the accident should be included whenever possible.

Section E.

The County reserves the right to require documented proof of loss, including proof of ownership, and to conduct investigations of any claim made against the County under the terms and conditions of this Article.

Fraudulent claims made by an employee(s) shall constitute just cause for disciplinary action up to and including termination of employment.

ARTICLE 30  
MINIMUM MANNING

The County agrees that, in order to provide a minimum level of safety to personnel in the bargaining unit, there shall be no less than four (4) fire fighters, one (1) of which will be a Driver/Engineer, and a certified fire fighter officer on duty in the Port at all times.

ARTICLE 31  
IMPASSE RESOLUTION

In the event that there is an impasse in negotiations concerning the negotiation of a new collective bargaining agreement or the mutual amendment of an existing collective bargaining agreement, the parties agree that the resolution of any impasse issues shall be governed by the provisions of Florida Statutes Chapter 447, as amended.

ARTICLE 32  
WORK SCHEDULE

It is agreed that during the term of this Agreement, unless otherwise mutually agreed, the fire fighters covered by this contract will be organized into four (4) fire fighter squads, each of which will be headed by a Captain. Each squad will be scheduled to work a twenty-four (24) hour shift schedule, (twenty-four (24) hours on duty, seventy-two (72) hours off duty), programmed over an eight (8) week cycle as shown in Exhibit A attached hereto. Scheduled duty shall not exceed a cumulative average of forty-two (42) hours per week during the term of this Agreement.

During the period this schedule is in effect, each employee who works his full scheduled shift will receive eighty-four (84) hours of straight time pay for each pay period plus any overtime pay due at the rate of one and one-half (1 1/2) times the straight time rate for all hours worked in any work week beyond his/her scheduled hours. One week of vacation pay shall consist of forty-two (42) hours of straight time pay.

An employee will accumulate sick leave at the rate prescribed in Article 6 of this Agreement. Illness occurring on a scheduled work day for which an employee is eligible for sick leave shall be paid and charged at the rate of twenty-four (24) hours per scheduled shift. Holiday pay in lieu of time off will be paid for at the rate of twelve (12) hours.

It is agreed that single type beds, each with mattress, blanket, and pillow will be provided in a suitable area at Port Everglades for the use of fire fighters between the hours of 7 p.m. to 7 a.m. The use of these facilities will be subject to reasonable rules and regulations. This will provide a facility for the resting of squads engaged in lengthy or arduous fire fighting, oil spills, or other emergencies. This will also provide the opportunity for a fire fighter to rest or relax between watch duties providing that all required job responsibilities are fully met.

The work week of the Administrative Captain, Operations Captain, Captain/Inspector and fire fighters detailed to the Training/Inspection Section shall be four (4) days per week, ten (10) hours per day. Any work done in excess of 40 hours during the work week shall be paid at the overtime rate of one and one-half (1 1/2) times the regular rate of pay.

EXHIBIT A

SUN. MON. TUES. WEDN. THURS. FRI. SAT. HOURS PER WEEK

1. A B C D A B C 48
2. D A B C D A B 48
3. C D A B C D A 48
4. B C D A B C D 24
5. A B C D A B C 48
6. D A B C D A B 48
7. C D A B C D A 48
8. B C D A B C D 24

SHIFTS: Relieve 0800

Each squad will rotate as a unit.

ARTICLE 33  
POLITICAL ACTIVITY

There shall be no restrictions placed on employees with regard to political activity. Employees may hold membership in, or support any political party, run for political office, vote as they choose, express their opinions and wishes on political issues and candidates, maintain partisan neutrality and attend political functions as long as these activities do not take place during employees working hours.

ARTICLE 34  
PROMOTIONS AND VACANCIES

Section A.

Promotions or vacancies in unit positions above the entry level shall be filled by internally promoting permanent employees in the Division at Port Everglades. Applications for promotions shall be made available at the Division of Human Resources and in accordance with the Civil Service Rules and Regulations.

Section B.

Promotions or vacancies shall be filled from eligibility lists. The certification from eligibility lists shall be determined by the rule of top three scores. The duration of such eligibility lists shall remain in effect for the period of one and one half (1 1/2) years and may be extended for a period of six (6) months at the discretion of the Director of Human Resources.

Section C. Eligibility

The following criteria will be the requirements of eligibility to compete

in promotional examinations:

1. Driver Engineer: must be a fire fighter in the Division at Port Everglades for a minimum of three (3) years.
2. Lieutenant: must be a fire fighter in the Division at Port Everglades for a minimum of five (5) years, and be a current, Driver Engineer, be on the currently valid Driver Engineer eligible list, or have formerly held non-probationary status as a Driver Engineer who voluntarily demoted for non-disciplinary reasons.
3. Captain: must be a Lieutenant in the Division at Port Everglades for a minimum of one (1) year.

Vacancies in the job title of Administrative Captain shall be filled by appointment by the Division Director.

#### Section D.

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

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

Promotions to any rank/classification covered by this Agreement shall be determined by any combination of the following: experience/education, written examination, oral board, and, where feasible, by a performance/practical examination.

As part of determining the resulting rank certification determination, an oral examining board will be convened which board will consist of three (3) members selected by the Director of Human Resources. It is the intent of the County to establish the oral examining board consisting of three (3) members of equal or higher rank to the position being interviewed for, from employers other than the County.

A cut-off score on each examination phase will be necessary to attain an overall minimum qualifying score.

#### Section C.

Promotional examination announcements shall be posted conspicuously at Port Everglades for fourteen (14) calendar days prior to the official closing date.

Source of information for all promotional examinations shall be determined through the County.

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

Section D.

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

ARTICLE 35  
TERM OF CONTRACT

The provisions of this Agreement shall become effective on ratification by the Union and approval of the Board of County Commissioners for Broward County, Florida and shall remain in full force and effect until September 30, 2000. It shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the anniversary date, that it desires to terminate or modify this agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date.

SIGNATURE PAGE

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

PORT EVERGLADES FIRE FIGHTERS BROWARD COUNTY, FLORIDA  
ASSOCIATION, INC., LOCAL 1989 BY ITS BOARD OF COUNTY  
INTERNATIONAL ASSOCIATION OF COMMISSIONERS  
FIRE FIGHTERS, AFL-CIO, CLC

\_\_\_\_\_  
President Commission Chair

\_\_\_\_\_  
Secretary-Treasurer County Administrator

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

\_\_\_\_\_  
Witness Labor Relations Manager