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**RESOLUTION NO. R-2024-120**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OAKLAND PARK, AND THE METRO BROWARD PROFESSIONAL FIREFIGHTERS LOCAL 3080, IAFF BATTALION CHIEF UNIT FOR THE PERIOD OF OCTOBER 1, 2023, TO SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission deems it to be in the best interests of the City to ratify the Collective Bargaining Agreement between the City and the IAFF Battalion Chief Unit for the period of October 1, 2023 to September 30, 2025;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** The City Commission of the City of Oakland Park, Florida, hereby ratifies the Collective Bargaining Agreement between the City of Oakland Park and the IAFF Battalion Chief Unit for the period of October 1, 2023, to September 30, 2024. A copy of the Agreement is attached hereto as Exhibit "A".

**SECTION 3.** The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

**SECTION 6.** This Resolution shall become effective immediately upon its passage and adoption.

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**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 17<sup>th</sup> day of July 2024.

CITY OF OAKLAND PARK, FLORIDA



\_\_\_\_\_  
MAYOR MITCH ROSENWALD

T. LONERGAN	<u>NO</u>
S. ARNST	<u>YES</u>
L. NEWBOLD	<u>YES</u>
A. GORDON	<u>YES</u>
M. ROSENWALD	<u>YES</u>

ATTEST:



\_\_\_\_\_  
RENEE M. SHROUT, CMC  
CITY CLERK

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF OAKLAND PARK, FLORIDA**

**AND**

**METRO BROWARD PROFESSIONAL FIRE FIGHTERS LOCAL 3080**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**BATTALION CHIEF UNIT**

**OCTOBER 1, 2023 - SEPTEMBER 30, 2025**

R.2029.120

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City 

Union 

**ARTICLE 1 AGREEMENT**

1.1 The City of Oakland Park, Florida herein after referred to as the "CITY" or the "EMPLOYER," and Local 3080, Metro-Broward Professional Fire Fighters, 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 as designated in PERC Certification 873, comprised of the following positions:

- Firefighter Inspector
- Firefighter/Paramedic
- Driver Engineer/Paramedic
- Rescue Supervisor
- Fire Lieutenant/Paramedic
- Assistant Fire Marshall
- Fire Rescue Captain/Paramedic

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

Battalion Chief – as designated by PERC Certification 1210

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.

City  \_\_\_\_\_

Union  \_\_\_\_\_

**ARTICLE 2 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.

City  \_\_\_\_\_

Union  \_\_\_\_\_

**ARTICLE 3 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.

City  \_\_\_\_\_

Union  \_\_\_\_\_

**ARTICLE 4 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.

City  \_\_\_\_\_

Union  \_\_\_\_\_

**ARTICLE 5 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;

City 

Union 

- 5.1.13 Determine the number, location and operation of stations and substations and/or divisions thereof;
  - 5.1.14 Schedule and assign the work to employees and determine the size, allocation and composition of the work force;
  - 5.1.15 Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment; consistent with safe practices;
  - 5.1.16 Take whatever action necessary to carry out the mission and responsibility of the City in disasters or declared emergencies;
  - 5.1.17 Formulate, establish, amend, revise and implement reasonable policies or reasonable rules and regulations;
  - 5.1.18 Formulate, establish, amend, revise, and implement programs and procedures;
  - 5.1.19 Require employees to observe and obey the City's policies, procedures, and rules and regulations;
  - 5.1.20 Require all Bargaining Unit employees to, at any time, submit to medical examinations, at the medical facility/doctor chosen by the City, the cost of such examinations shall be paid by the City.
  - 5.1.21 Exercise any rights which are incidental to the foregoing.
- 5.2 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, power, and authority that the City had prior to entering into this Collective Bargaining Agreement, is retained by the City, except as specifically abridged, delegated or modified by this Agreement.
- 5.3 If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

City 

Union 

**ARTICLE 6 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.

City 

Union 

**ARTICLE 7 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.

City 

Union 

**ARTICLE 8 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 Three 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 a formal investigation.

8.3.4 The employee is attending a pre-determination hearing.

8.4 Union Activities:

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

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

City 

Union 

- 8.4.2 If their absence causes overtime it will be deducted out of the Union time pool at time and a half (1.5).
- 8.4.3 A written request shall not be required for meetings mutually agreed upon between the City and the Union.
- 8.4.4 Employees of equal rank shall have the right to exchange shifts when the exchange is in compliance with the time exchange article and does not interfere with the operation of the Fire/Rescue Department.
- 8.4.5 Time off as provided in the Article for local Union Officials shall not disrupt department operations as determined by the Chief of Fire Rescue.
- 8.5 Bargaining Unit members shall fund and may use time contributed by bargaining unit members to offset unpaid Union activity leave.
- 8.6 Any member may voluntarily donate up to eight (8) hours per year of personal, vacation or holiday time to the Union time pool for use as described above. Forms used to donate time and the tracking of the use of the time will be provided by the City, time will be donated twice a year: the first pay period of October and the first pay period of April. The Union is responsible for the collection and submission of signed donation forms to Human Resources at least two weeks prior to use.
- 8.7 All leave requests for Union business must be signed by the Union District Vice-President before approval.

City 

Union 

**ARTICLE 9 DRUG FREE WORKPLACE**


- 9.1 Bargaining unit members are subject to the City of Oakland Park's Drug Free Workplace, a copy of which is attached to this Agreement as Appendix One.
- 9.2 The City of Oakland Park and the Union are committed to an alcohol and drug-free workplace in the interest of safety for its employees and the public. As such, bargaining unit employees are subject to random drug testing:
  - 9.2.1 Process: The random selection process will be contracted through a licensed third-party vendor. When an employee is notified that he/she has been selected to take a random drug/alcohol test, the employee will be escorted immediately to the testing center.
  - 9.2.2 Up to 3 members of the Local 3080 may be randomly tested for drugs each month. The rule "obey first, grieve second," applies to an order to submit to a random drug test. Submission to a test does not constitute a waiver of an employee's or the Union's right to file a grievance challenging the order or the result of the test. Refusal to comply with an order to submit to a random drug test will result in dismissal from employment. Any first positive test for drugs and alcohol will constitute a basis for treatment for substance abuse (illegal drugs, prescription drugs, and/or alcohol).
  - 9.2.3 Any individual who has a verified positive drug or alcohol test as a result of random drug testing, must be removed from their duties until the appropriate evaluation(s) and return to duty requirements have been met.
  - 9.2.4 The City shall offer the employee the opportunity to enroll in an accredited substance abuse program. Attendance at an accredited drug/alcohol rehabilitation program (including any after-care program) will be at the employee's expense. This will not prohibit an employee from seeking and obtaining reimbursement in the accordance with any available insurance coverage provided by the City.
  - 9.2.5 Employee will be placed on leave-without-pay status. Employees enrolled in treatment programs may utilize accrued paid leave or be granted leave without pay to attend treatment programs. Upon successful completion of an employee assistance program or an alcohol and drug rehabilitation program; the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation.
  - 9.2.6 Employee shall be subject to follow-up testing on a quarterly basis for two years.

City 

Union 

- 9.2.7 Any employee in a probationary status receiving a positive confirmed drug test will be dismissed.
- 9.2.8 A second verified positive drug or alcohol test will result in discharge from employment.
- 9.3 Refusal to Submit Definition. A "refusal to submit" occurs when an employee fails to provide adequate urine for controlled substances testing without a valid medical explanation, or when an employee engages in conduct that clearly obstructs or delays the testing process. This also includes the adulteration or addition of foreign substances to the urine specimen. Providing a specimen outside the normal temperature range (cold specimen) is evidence of adulteration.

City  \_\_\_\_\_

Union  \_\_\_\_\_

**ARTICLE 10 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. Probationary employees will receive Class A uniform components, with the exception of jacket and hat, after completion of probation unless otherwise approved by the Fire Chief or a designee in their sole discretion.

Shift Personnel

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

Non-Shift Personnel

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

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

City 

Union 


- 10.2 Class A- Dress uniform will be defined as issued long sleeve uniform shirt, tie, dress belt, dress pant, dress shoes.
- 10.3 Class B- Uniform is defined as issued short sleeve uniform shirt, issued pants (dress or tactical) and shoes (dress or tactical)
- 10.4 Class C- Uniform is defined as issued polo type shirts, tactical pants and boots or shoes. Note: wearing of the jumpsuit will be considered a Class-C uniform.
- 10.5 Class D- Uniform is defined as an issued tee shirt and shorts.
- 10.6 The City agrees to repair or replace those items it provides when repair or replacement is deemed necessary by the Fire Chief or designee, in their sole discretion. Items being replaced must be turned in to the Department at the time of replacement. Members are responsible for the care, maintenance, alterations, and cleaning of uniforms to ensure proper fit and appearance.
- 10.7 Additional or lost uniform items listed above may be purchased by employees from the City at cost, with approval of the Chief of Fire Rescue.
- 10.8 Safety gear will be replaced when no longer functional.
- 10.9 Shoes: The City will provide ANSI certified safety shoes provided by Broward Sheriff's Fire Rescue Logistics Division in accordance with the following:
- 10.9.1 When it has been determined by the Chief of Fire Recue or designee that safety shoe replacement is necessary.
- 10.9.2 A Department safety shoe replacement request form is completed and submitted to Battalion Chief/Assistant Chief for approval.
- 10.9.3 The Department will attempt to acquire proper size of replacement safety shoes through the Fire Rescue Support Service Coordinator. Should a personal visit with BSO Fire Rescue Logistics be required to determine safety shoe size, the employee will be not be paid for this time.
- 10.9.4 In the event BSO Fire Rescue Logistics Division becomes an unacceptable vendor during the duration of this Agreement, the Department Labor/Management Committee and/or Safety and Health Committee will recommend another vendor to the Chief of Fire Rescue.
- OR
- The City will reimburse up to \$150.00 for ANSI approved safety shoes upon initial employment and/or when the following conditions have been met:

City 

Union 

- 10.9.5 When it has been determined by the Chief of Fire Rescue or a designee that shoe replacement is necessary.
- 10.9.6 The replacement shoes are City designated safety shoes.
- 10.9.7 The proper shoe replacement request form is completed and submitted to Battalion Chief for approval.
- 10.9.8 The approved request, safety shoe documentation, and paid receipt must be submitted to Fire Administration within thirty (30) days of approval.
- 10.10 The City will provide a washer and dryer in each fire station to be used for the sole purpose of decontaminating uniforms.

City  \_\_\_\_\_

Union  \_\_\_\_\_

**ARTICLE 11 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.

City 

Union 

**ARTICLE 12 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.

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.

City  \_\_\_\_\_

Union  \_\_\_\_\_

**ARTICLE 13 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.

City LR

Union PPD

**ARTICLE 14 DEFENSE OF CIVIL ACTIONS**

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

City  \_\_\_\_\_

Union  \_\_\_\_\_

**ARTICLE 15 NON-HARASSMENT & NON-DISCRIMINATION**

- 15.1 The City will not interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any officer because of membership or because of any activity in any official capacity on behalf of the Union. The Union shall not discriminate against any bargaining unit member who fails to join the Union.
  
- 15.2 The City and Union oppose harassment and discriminatory behavior of any nature. The City and the Union shall work jointly to eradicate harassment and discriminatory conduct in the work place. To that end, the City and the Union agree that bargaining unit members have an affirmative duty to report incidents of harassment or discriminatory behavior when it occurs in their presence or comes to their attention to the Chief of Fire Rescue, Human Resources Director or designee. The City has an established procedure to investigate all reports of harassment or discriminatory conduct. Harassment and/or Discriminatory conduct by an employee can result in disciplinary action up to and including termination. Discriminatory conduct may be any communication, verbal or nonverbal, which is unwelcome, objectionable, or not acceptable, desired, or solicited and relates to race, sex, color, religion, national origin, handicap, familial status, sexual orientation, sexual identity, age, or marital status. Harassment is unwanted, unwelcomed and uninvited behavior that demeans, threatens or offends the victim and results in a hostile environment for the victim. Harassing behavior may include, but is not limited to, epithets, derogatory comments or slurs and lewd propositions, assault, impeding or blocking movement, offensive touching or any physical interference with normal work or movement, and visual insults, such as derogatory posters or cartoons.
  
- 15.3 Failure to report harassment or discrimination perpetuates conduct in the workplace. A city employee who has knowledge of harassment or discriminatory conduct and fails to report it is equally subject to disciplinary action.
  
- 15.4 The parties agree that alleged violations of these sections are not subject to the grievance and arbitration provisions of this Agreement.

City 

Union 

**ARTICLE 16 PROMOTIONAL PROCESS**

- 16.1 Bargaining Union members are eligible for testing pursuant to criteria set forth in the Classification Descriptions.
- 16.2 Promotional 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 Driver Engineer Paramedic, Lieutenant Paramedic and Captain. The duration of each eligible list, and the names appearing thereon, shall be for a two-year period. Any such list which has been in force for less than two years, shall be deemed cancelled upon the establishment of a new eligible list for the same classification. Applicants may not test for the same classification more than twice every six months.
- 16.3 Promotional exams shall consist of an oral component and a skills and/or knowledge assessment component. Each component will be valued at 100 points. A candidate for promotion must obtain a passing score of seventy (70%) percent on each exam component. The final score for ranking purposes will be based on the total score of all components. The Department will conduct oral interviews of the candidates for promotion. The oral component will comprise 30% of the final score and a skills and/or knowledge assessment will comprise 70% of the final score. The Department's Labor/Management Committee may provide recommendations for skills and/or knowledge assessment criteria deemed applicable to each respective classification to the Director of Human Resources. The Director of Human Resources and Fire Chief will determine applicability and economic feasibility of skills and/or knowledge assessment recommendation to finalize the testing process. The Director of Human Resource and the Fire Chief has the final approval of the testing processes as related to this article.
- 16.4 Employee will receive bonus points to be added to their final score for educational degrees and/or acting experience obtained beginning the first of the month following ratification of the contract in the position being applied for. Educational degrees for Associates and Bachelor's Degree must meet eligibility requirements of section 633,382, Florida Statues and Rule 69A-37.084

Associates Degree and/or two years of Acting addition of two (2) Bachelor's Degree and/points  
or four years of Acting addition of four (4) Master's Degree and/or six years of Acting points  
addition of six (6) points

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- 16.5 All testing components and review, qualifications, 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 set no earlier than 60 days from the date of posting under 16.5.
- 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, or his designee, may choose to conduct oral interviews of the candidates for promotion. When a promotion is made from the top three (3), the next ranking applicant shall be moved up the list to provide a pool of three (3) from which to make the next selection. If less than three (3) candidates pass both components of the examination, promotions may be made from those passing the exam. Eligibility for taking an examination for promotion will be stated in the official City job description for the position.

The City and Union agree that vacancies in bargaining unit positions above the ranks of firefighter/paramedic and fire inspector would first go through a closed promotional process open to current bargaining unit members only. However, in the event a closed promotional process fails to result in an eligibility list of at least three (3) qualified candidates, the City may, at its sole discretion, conduct a competitive selection process to fill the vacant positions.

16.9 Compensation for Promotions

16.9.1 When an employee is promoted to a higher classification/pay grade, the Employee's base pay will be increased to correspond to the Step level for the new classification at the Step closest to their existing salary with a minimum of a 4% base wage increase.

- 16.10 Any employee who has not already completed the Department's Supervisor Guided Training Program is required to do so within the first six months of any promotion. Failure to meet this requirement is grounds for rescission of the promotion.

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**ARTICLE 17 SHIFT/TIME EXCHANGE**

- 17.1 Employees may exchange a shift or portion of a shift or a Kelly Day under the following conditions:
  - 17.1.1 Each of the employees involved in the exchange are qualified to perform the normal duties of the other.
  - 17.1.2 The time exchanged is paid back hour for hour.
  - 17.1.3 The exchange is approved 48 hours in advance by the Battalion Chief of the shift impacted by the proposed exchange. It is up to the Fire Chief or a designee to waive the forty-eight (48) hour notice requirement.
  - 17.1.4 Each Bargaining Unit member is limited to twenty (20) time exchanges per calendar year, except in cases when exchanges are for educational reasons, provided the department may deny a request for shift exchange for management purposes when extraordinary reasons exist. By way of example, and not limitation, an exceptional reason would be an imbalance of experienced and inexperienced employees on one shift or to maintain separation of employees who have pending legal disputes between them.
  - 17.1.5 Time exchange that results in an individual being absent from their assigned shift for more than four (4) shifts must be approved by the Chief of Fire Rescue or designee. This applies for absences from any combination of time exchange, Kelly day, vacation, personal leave.
- 17.2 For the purpose of this section a shift exchange occurs when one employee works for another for greater than sixty (60) minutes.
- 17.3 Employees working out of classification as the result of a time exchange are not entitled to assignment pay.
- 17.4 An employee agreeing to a properly approved shift or time exchange with another employee is responsible for reporting to duty as agreed upon and performing the duties of the other employee.
- 17.5 Employees, within the Battalion Chief bargaining unit or as otherwise approved by the Chief of Fire Rescue or a designee, may exchange a shift or portion of a shift under the following conditions:
  - 17.5.1 The time exchanged is paid back hour for hour.

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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.

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**ARTICLE 18 SICK TIME**

- 18.1 The City has the right to expect regular and dependable attendance from its employees. Sick leave is not to be considered a right, which an employee may use for purposes other than bona fide personal illness or injury, and shall not be used for vacation, outside employment or other personal reasons,
- 18.2 Sick leave hours are accrued at a rate of 4% of hours in paid status per pay period, excluding hours worked in overtime status
- 18.3 The maximum number of hours of sick leave which can be accrued is 1200 hours.
- 18.4 Sick leave for a new employee will begin to accrue immediately upon employment; however, new employee will not be eligible to take accrued sick leave until they have been in the employ of the City for three (3) consecutive months.
- 18.5 Individual bargaining unit member using accrued sick leave shall be charged at the rate of one (1) hour of accrued sick leave for each hour of work actually missed on the normally scheduled workday.
- 18.6 Sick leave will be granted to employees only when they are incapacitated and unable to perform their duties because of their sickness or injury. Visits to a physician, medical testing or dentist are chargeable to sick leave, up to three (3) hours per occurrence and must be pre-approved. Proof of such must be supplied to the department.
- 18.7 In every case of absence resulting from sickness or injury, the Fire Chief or his/her duly authorized representative shall be notified promptly. Failure to comply with the above provisions may be considered grounds for denial of sick leave and the employee will not be paid for the absence.
- 18.8 A statement from the attending physician or mid-level practitioner shall be required upon return to work in cases where the consecutive period of sick leave exceeds three (3) or more 8-hour work days for non-shift employees or two (2) or more consecutive twenty-four (24) hour shifts and may be requested for lesser periods of absence if the Chief of Fire Rescue or his/her designee believes sick leave is being abused through a pattern of frequent use of sick leave for periods of time below the thresholds triggering the requirement to provide a statement from the attending physician or mid-level practitioner to avoid the requirement. He/she shall provide a written order directing the employee to obtain a statement from a doctor or mid-level practitioner. Should it be discovered that an employee is taking sick leave under false pretenses, that time off shall be without pay and the employee will be subject to disciplinary action.

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

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- 18.9 In instances where the illness of an employee extends beyond his sick leave credits, he may elect to apply earned annual leave credits toward sick leave to the extent available.
- 18.10 Members who have accrued more than 480 hours of sick leave may sell back up to 144 hours per year at 25% of their base wage rate in November of each year, upon completion of a form requesting to do so submitted to Human Resources no later than October 15 of each year. Each unexcused sick day will reduce the amount of hours available to sell back by 24 hours. Employees with 20 or more years of service may sell their time back subject to the same requirements at 50% of their base wage rate. Upon retirement (resignation or layoff), accumulated sick leave hours below the cap of 600, will be paid as outlined below:
- 18.11 An employee who *resigns* in good standing from the city service with a minimum of four (4) years, but less than twenty (20) years, of continuous service shall be paid the cash value or if eligible apply through payroll deduction to a health savings account one-quarter (1/4) of his or her accumulated unused sick leave.
- 18.12 Any employee who *resigns* from the city service in good standing with twenty (20) years or more of continuous service shall be paid the cash value or if eligible apply through payroll deduction to a health savings account, one-half (1/2) of his or her accumulated unused sick leave.
- 18.13 An employee that *retires* in good standing from the city service with a minimum of ten (10) years of continuous service shall be paid the cash value or if eligible apply through payroll deduction to a health savings account, one-half (1/2) of his or her accumulated unused sick leave.
- 18.14 An employee that *retires* in good standing with a minimum of four (4) years, but less than ten (10) years, of continuous service shall also be paid the cash value or if eligible apply through payroll deduction to a health savings account, one-quarter (1/4) of his or her accumulated unused sick leave.
- 18.15 A member who is terminated for cause from employment with the City or a probationary member who separates from employment forfeits accrued sick time and shall not be entitled to any pay out.
- 18.16 The following regulations will be used in the administration of excessive use of sick leave and/or emergency absence.
- 18.17 The City will look more closely at the benefit of paying out sick leave over time.

DEFINITIONS:

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

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

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

**Mid-level Practitioner:** An individual practitioner, other than a physician, dentist, or podiatrist, who is licensed, registered, or otherwise permitted by the United States or the jurisdiction in which he/she practices, to dispense a controlled substance in the course of professional practice. Examples of mid-level practitioners in Florida include health care providers such as advanced registered nurse practitioners and physician assistants.

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


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

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

**GUIDELINES:**

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

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- If an employee fails to maintain regular attendance or has excessive unscheduled or unverified absences; the following progressive corrective actions may be implemented absent any mitigating circumstances:

24 HOUR SHIFT EMPLOYEES

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

8 HOUR (40 HOUR WEEK) EMPLOYEES

Unscheduled Leave	40 hours	56 hours	80 hours	88 hours
Discipline	Verbal Warning	Written Warning	Final Warning with Suspension	Minimum of 16-hour Suspension

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

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

Unscheduled Sick Time (SWP) procedures:


- Personnel requesting unscheduled sick leave must advise their supervising Chief Officer at least one (1) hour prior to the start of their duty shift. For shift personnel the on-duty Battalion Chief must be advised after 0600 hours and no later than 0659 hours on the morning of their assigned duty shift. If unable to contact the supervising Chief Officer personnel should contact another on-duty officer. If no officer can be contacted leave a message on the supervising Chief Officer's or Fire Administration's main number voice mail.
- Unscheduled sick leave may be requested the evening before, but as a courtesy, contact should not be made later than 2130 hours.
- If an individual is physically unable to notify the department, arrangements should be made for someone else to call as soon as possible.

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- Upon notification of an unscheduled sick leave request, the supervising Chief Officer will enter the information and update the schedule using the electronic scheduling software to reflect the absence.
- Time off because of illness will be charged on a quarter (1/4) hour basis and shall be rounded to the nearest quarter (1/4) hour.
- Employees may return to work at any time during their normal work shift if physically able to do so. If another employee has been hired to maintain staffing levels, that employee will be relieved from duty when the employee on sick leave returns to duty.
- Upon approval of the Chief of Fire Rescue sick days may be classified as sick without pay when sick leave is denied or when a member is off sick and has used all of their accrued sick leave time.

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**ARTICLE 19 VACATION**

- 19.1 Vacation hours accrue at the rate of 6% for all hours in paid status per pay period, excluding hours in overtime status.
- 19.2 Vacation leave for a new employee will begin to accrue immediately upon employment; however, new employees will not be eligible to take accrued vacation leave until they have been in the employee of the City for twelve (12) consecutive months.
- 19.3 Maximum vacation accruals are as set forth on Exhibits B & D with the addition of one additional day at the fifteenth (15th) year.
- 19.4 A member who retires or resigns or is laid off from the City in good standing will be paid for accrued vacation time.
- 19.5 A member who is terminated for cause from employment with the City or a probationary member who separates from employment with the City forfeits accrued vacation time and shall not be entitled to any pay out.
- 19.6 Annual Primary Leave will be distributed and scheduled beginning in October each year. Annual leave dates will be selected from the seniority list in accordance with the (Seniority Article 37). The Annual Primary Leave process will be completed by the second Monday of December, each year.
- 19.7 After the completion of the Annual Primary Leave process, a member may bid on open vacation opportunities by utilizing "Float Vacation Hours". Float Vacation Hours are nonscheduled annual leave hours that can be utilized as vacation opening(s) occur. The float vacation hour requests can only be submitted within a 30-day period prior to the open date. The open bid process will close 14 days prior to the available date(s). Float vacation dates will be selected from the seniority list in accordance with the (Seniority Article 37).

Exception: Only five (5) personnel will be scheduled off duty on any shift. Three (3) scheduled off on a Kelly day and two (2) scheduled off on vacation leave.

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**ARTICLE 20 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 Salary Schedules for bargaining unit members are hereby established outlined in Exhibit A. Each Step is equivalent to 4%**

**20.2.1 In Year One (10/1/23 to 9/30/24)**

Starting October 1, 2023, there shall be a 14<sup>th</sup> step added to the Salary Schedule attached as Exhibit A. The 14<sup>th</sup> Step shall be equivalent to a 4% increase to Step 13 in effect on September 30, 2023. On Member's anniversary date, those who have received a satisfactory on their most recent evaluation will be placed one step higher in their respective step plan ranges (4%). Those who score below satisfactory will be given an opportunity to cure as noted in Article 21 and will receive the step increase upon doing so. On October 1, 2023, all steps and ranges will increase by 2%, as shown on Exhibit A2.


**20.2.2 In Year Two (10/1/2024 to 9/30/2025):**

Starting October 1, 2024, there shall be a 15<sup>th</sup> step added to the Salary Schedule attached as Exhibit A2. The 15<sup>th</sup> Step shall be equivalent to a 4% increase to Step 14 in effect on September 30, 2024. On Member's anniversary date they will receive a one step adjustment subject to the same requirement for a satisfactory evaluation and the opportunity to cure provided for in Article 21. On October 1, 2024, all steps and ranges will increase by 2% as shown on Exhibit A3.

**20.3 Newly hired employees with experience gained with another agency (also referred to as lateral hires) may be hired at a Step Plan 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 There shall be no movement in the Step Plan after September 30, 2025 until a successor Collective Bargaining Agreement or Addendum to this Agreement provides for additional movement in the Step Plan.**

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20.5 There shall be no across-the-board increases, automatic increases or any other type of salary increases except as provided in this Article or in a successor Collective Bargaining Agreement or Addendum to this Agreement.

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**ARTICLE 21 EMPLOYEE EVALUATIONS**

- 21.1 Evaluations shall be done utilizing the City of Oakland Park Performance Evaluation System.
- 21.2 No evaluation is final until approved by the City Manager or designee.
- 21.3 All increases related to this article are subject to top-out rule stated in the Wage Article.
- 21.4 Rank and File Unit Employee evaluations will be completed May 30th of each year of the contract. Battalion Chief Evaluations will be completed by the Battalion Chiefs anniversary date.
- 21.5 An employee who receives an overall "less than satisfactory" evaluation will receive guidance from the department and will be re-evaluated within 90 days of receipt of the less than satisfactory evaluation.
- 21.6 All monetary increases for performance evaluations are referenced in Article 20 and there are no additional merit/performance increases provided for in this article.
- 21.7 A Battalion Chief who was promoted prior to October 1, 2012, who received a satisfactory performance evaluation will be granted personal leave based on assigned shift hours. Twenty-four (24) hour shift employees will be granted 96 hours of personal time. A Battalion Chief with unsatisfactory evaluations will receive no personal leave.
- 21.8 In the event a member has not completed six (6) months of service by the end of May the evaluation will be conducted six (6) months from their date of hire.

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**ARTICLE 22 HOLIDAYS**

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

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

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

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

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

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

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**ARTICLE 23 WORKING OUT OF CLASSIFICATION**

- 23.1 Persons shall be eligible to perform duties in an "acting" position provided they are on a current promotional eligibility list for the position AND have completed the Fire Rescue Department Supervisor Guided Training Program for the position.
  - 23.1.1 An employee who has tested and is on the eligibility list and is required to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds shall be paid seven and half percent (7.5%) above the individual base rate of pay for the time worked in the higher position.
  - 23.1.2 A person will be eligible to work in a higher classification if they meet the minimum qualifications to test for the positions and have completed the supervisory guided training program. After the promotional exam, employees must have passed all components of the test to be eligible to work in a higher classification. An employee must obtain a passing score of seventy (70%) percent.
  - 23.1.3 An employee who is eligible to test for a position and is required to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds shall be paid five percent (5%) above the individual base rate of pay for time worked in the higher position. After the promotional exam, employees must have passed the skills and/or knowledge assessment portion of the test to be eligible for five (5%) percent incentive.
  - 23.1.4 If there are less than five (5) people eligible to "act" through the testing process the City may require an eligible employee(s) who has completed the Supervisor Guided Training Program to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds.
- 23.2 An employee who works out of classification pursuant to this article shall not be deprived of vacation leave or shift exchanges which were granted prior to the out of classification assignment and may continue to engage in time exchanges.
  - 23.2.1 No exchange of time shall be denied by the Chief or designee unless it interferes with departmental operations.

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**ARTICLE 24 HURRICANE LEAVE**

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

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**ARTICLE 25 EDUCATIONAL INCENTIVES**

25.1 The annual amount payable for each qualifying active certification shall be \$250.00, with a maximum amount payable annually of \$1,250.00 per employee.

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

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

25.2 The City agrees to provide educational incentives for the following active certifications with a maximum amount payable annually of \$1,750.00 per employee.

Upon completion of:	Annual Incentive
Fire Life Safety Educator Certification (Fire Prevention Personnel Only)	\$ 250.00
Fire Inspector II Certification (Fire Prevention Personnel Only)	\$ 250.00
BORA Fire Plan Reviewer (Fire Prevention Personnel Only, except Fire Prevention Officer)	\$ 250.00
State of Florida Fire Inspector Certification (except fire inspectors)	\$ 250.00
Fire Officer 1 (except Lieutenants or above.)	\$ 250.00
Fire Officer 2 (Lieutenants only) or above	\$ 250.00
Fire Officer 3 (Lieutenants only) or above	\$ 250.00
State of Florida Certified instructor certification (I or II or III)	
Not stackable	\$ 250.00
State of Florida Fire Investigator certification (I or II)	
Not Stackable	\$250.00
State of Florida Certified Driver Engineer	\$250.00
Driver Engineer or above or completion of Supervisor Guided Training Program	\$ 500.00

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- 25.3 Certification may be stacked, except as noted above. Members with more than one certification will receive the highest cash incentive.
- 25.4 Annual incentives are paid during the month of November each year. Personnel are required to maintain their certification in order to receive the incentive pay. Proof of valid certification must be submitted annually during the month of October.

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## ARTICLE 26 OVERTIME AND HOURS OF DUTY

26.1 The City and the Union agree to a 159-hour, twenty-one (21) day "work period" pursuant to Section 7 (K) of the Fair Labor Standards Act through September 30, 2025, when the work period will be 144 hours in twenty-one (21) days. For the purposes of computing overtime pay under this Agreement, employees shall receive one and one-half times their regular rate of pay (including assignment pay, educational incentive and longevity pay) for all time worked in excess of 159 hours in a 21-day work period through September 30, 2025, when the change to the work period to 144 hours in twenty-one (21) days will take effect. Special Detail hours will be considered overtime.

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

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

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

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

26.1.3 Special Detail Hours for the purposes of this article are as follows:


- FDEM/Disaster Missions out of the area
- Testing of Equipment or Personnel
- Public Special Events

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- 26.2 Shifts will consist of twenty-four (24) hours on duty, starting and ending hours of duty for shift employees is 0800 and 0800, followed by forty-eight (48) hours off duty with one Kelly day assigned in every "work period."
- 26.3 Shift assignments and Kelly day assignments shall be announced no less than two (2) weeks prior to the commencement of each "work period."
- 26.4 At no time shall any employee work more than forty-eight (48) consecutive hours or have less than an eight (8) minimum break, unless approved to do so by the Chief of Fire Rescue or designee. City declared emergencies (Disasters) shall be excepted from this rule.
- 26.5 The work week for non-shift employees covered by this agreement will be forty (40) hours.
- 26.6 The normal work day includes one (1) hour non-paid lunch break.
- 26.7 The Chief of Fire Rescue or designee may periodically schedule employees to work outside of their normal work hours.

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**ARTICLE 27 GRIEVANCE AND ARBITRATION PROCEDURE**

- 27.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of disputes between the parties.
- 27.2 There are two types of grievances, individual grievances and class grievances, both of which shall be processed in the manner stated below.
- 27.3 An individual grievance is defined as a disagreement or dispute involving the application or interpretation of this Agreement which impacts the rights or privileges of one bargaining unit member.
- 27.4 A class grievance is defined as a disagreement or dispute involving the application or interpretation of this Agreement which impacts the rights or privileges of more than one member of the bargaining unit.
- 27.5 Reserved.
- 27.6 Time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the CITY within the time limits provided below shall automatically advance to the next higher step.
- 27.7 It is the agreement of the parties that only the Union can advance a grievance to arbitration. Bargaining Unit members are bound by the decision of the Union to advance or decline to advance a grievance to arbitration. Only the City and the Union are proper parties to an arbitration proceeding.
- 27.8 For the first three hundred sixty-five (365) days of consecutive service with the CITY, an employee is probationary. That is, the employee serves at the will and pleasure of the CITY and thus he may be disciplined or discharged without explanation or for any reason deemed sufficient by the appropriate CITY official. Accordingly, probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.
- 27.9 Grievances shall be presented in the following manner:  
  
Step 1: In the event an employee (or the Union in the case of a class grievance) covered by this Agreement believes that there is a basis for a grievance he /she may file a formal grievance, on a form approved by the CITY. Such a grievance must be filed within fifteen (15) calendar days of the act or omission which gives rise to the grievance. Said grievance must be in writing, must be signed by the employee

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(except in the case of a class grievance) and a Union representative and must contain:

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

The formal grievance shall be submitted to the Chief of Fire Rescue or designee delivered by hand or if by email, to the official email inbox of the Chief of Fire Rescue.

The Chief of Fire Rescue shall reply in writing, delivered by hand or reply email, within ten (10) calendar days of receipt of the grievance. Failure by the Chief of Fire Rescue to reply within the time period shall cause the grievance to advance to the next step.

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, by hand or if by email, delivered to the official email inbox of 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, delivered by hand or reply email.

If the City Manager shall fail to reply in writing, such failure shall cause the grievance to advance to the next step.

Step 3: In the event a grievance processed through the grievance procedure has not been resolved at Step 2 above, the Union may submit the grievance to arbitration. The City and Union agree that only the Union, and not individual members, have the right to advance a grievance to arbitration. Such request shall be in writing to the Federal Mediation and Conciliation Service with a copy to the City, delivered by

hand delivery or mailed, postmarked within ten (10) days of the City Manager's disposition of the grievance.

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

City 

Union 

the toss of a coin. The selection process shall occur within five (5) calendar days of receipt of the panel list.

- 27.1 Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, processing of the grievance by the CITY will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of his grievance. The employee must either accept or reject the disposition of his grievance, in its entirety.
- 27.12 For the purposes of this Article, the term "calendar day" is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement, regardless of whether the grievant is on duty or off duty.
- 27.13 The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.
- 27.14 The City and the Union shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will determine the statement of the grievance, provided, however, that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties.
- 27.15 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question(s) presented to him, which question(s) must be actual and existing.
- 27.16 Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such costs.
- 27.17 The arbitrator's award shall be final and binding on the parties.
- 27.18 The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

City 

Union 

- 27.19 When arbitrability is raised by the CITY with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself.
- 27.20 If the CITY does not agree that the matter is arbitral, notification shall be sent to the Union of such within ten (10) days of receipt of the Union request to proceed to arbitration. The parties agree that in such an instance, the CITY may submit solely the question of arbitrability either to an arbitrator or to a court.
- 27.21 If the arbitrability issue is submitted to an arbitrator, the decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed; and shall be submitted to the arbitrator within ten days of selection of the arbitrator. The arbitrator shall render the decision within fifteen days of receipt of the parties' submissions.
- 27.22 If there is no objection by either party to the arbitrability of the grievance, and the abovementioned procedure has been fully complied with or results in a determination that the grievance is arbitral, the parties shall proceed to arbitrate the grievance.

City 

Union 

**ARTICLE 28 HEALTH AND WELLNESS**

Bargaining Unit members shall be eligible to receive annual or bi-annual health and wellness exams that include a full body scan, provided that the cost of such an exam shall not exceed \$500 per year. The exam shall comply with NFPA 1582 guidelines and participation shall be voluntary and at the discretion of the members. Exam results shall be shared with the employee only and shall remain confidential unless and until a claim is filed against the City (worker's compensation or otherwise), at which time they shall be shared with the City's Risk Management Division.

- A. Members over 40 are eligible for one exam per year.
- B. Members under 40 are eligible for one exam every other year.

City  \_\_\_\_\_

Union  \_\_\_\_\_

**ARTICLE 29 FIRE RESCUE DEPARTMENT SICK LEAVE TIME POOL**

- 29.1 Upon Union notification to the City of an employee with a non-work related extended serious illness or injury, which requires hospitalization or extensive medical care, the employee will be eligible to draw time from the Fire/Rescue Department Sick Leave Time Pool. A Fire/Rescue Department Sick Leave Time Pool shall be maintained by the City to which Union Members may donate time from their accrued vacation leave, holiday leave, or sick leave. The donation will be solicited by the Union and documented on a form approved by the Chief of Fire Rescue.
- 29.2 The employee will use all of their sick leave, and then will become eligible to draw time from the time pool, if approved by the Fire/Rescue Department Sick Leave Time Pool Committee. The time will provide up to two (2) months' time per member incident.
- 29.3 The Fire/Rescue Department Sick Leave Time Pool Committee shall consist of District Vice-President, the Chief of Fire Rescue or a designee, a third member agreed upon by both the Chief of Fire Rescue and the District Vice-President. Rules and Regulations of this approval process of this Committee shall be formulated and reduced to writing and submitted to the Chief of Fire Rescue for approval.
- 29.4 To be eligible to draw time from the Fire/Rescue Department Sick Leave Time Pool, an employee must be a regular full-time employee and has completed 12 months of probation:
  - has submitted acceptable medical substantiation from a licensed physician that include the diagnosis, a description of the reason the employee is unable to perform their duties, the physician's prognosis, and a date the employee is expected to be able to return to work;
  - is not eligible for Worker's Compensation benefits;
  - has not received a "needs improvement" OR "unsatisfactory" for attendance on their evaluation in the past 36 months;
  - be approved by the Fire/Rescue Department Sick Leave Time Pool Committee to draw from the Fire/Rescue Department Sick Leave Time Pool.
- 29.5 After the two (2) months Fire/Rescue Department Sick Leave Time Pool leave, the employee must use up all their accrued time before being eligible for administrative leave. Thereafter, unpaid Administrative leave may be approved for at least a year, on a monthly basis. However, this leave shall be based upon a physician's letter that the employee cannot return to work at this time, but is still recuperating and at the recommendation of the Fire/Rescue Department Sick Leave Time Pool Committee and the approval of City Manager.

City 

Union 

- 29.6 Upon written Union notification to the City of a time assessment of Union Members, the City will document and record the employee deduction and accumulation of hours in the Fire/Rescue Department Sick Leave Time Pool. The City will forward quarterly statement to the Union of the time held in the Fire/Rescue Department Sick Leave Time Pool,
- 29.7 Employees covered by terms and conditions of this contract are not eligible to participate in the City of Oakland Park Sick Leave Donation Program as defined in City Policy 1950. The Union agrees to hold the City harmless for any claim of discrimination as it relates to any actions Fire/Rescue Department Sick Leave Time Pool Committee.

City 

Union 

**ARTICLE 30 INSURANCE**

- 30.1 The City's health/dental insurance program is a citywide program, with benefits that cover all eligible City employees, including bargaining unit members. Benefits available to the other City employees will be available to members of the bargaining unit. In the event of any reduction in the benefits over the previous year or increase in the cost of dependent coverage over 5% from the previous year the Union reserves the right to a re-opener.
- 30.2 The City agrees to continue in effect its current life insurance coverage (Statutory Death Benefits) for the term of this agreement.
- 30.3 The City has the sole and exclusive discretion to select the insurance companies and to change said companies.

City  \_\_\_\_\_

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**ARTICLE 31 ON-THE-JOB INJURY**

- 31.1 In the event that an employee covered by this Agreement is determined by Workers Compensation to have sustained an on-the-job injury i.e., an injury which was incurred while acting in the line of duty, the City agrees to do the following:
- 31.1.1 Pay said employee their regular rate of pay (i.e., salary without offset by leave) or provide light duty, if available for up to six (6) months after the injury is sustained; but
  - 31.1.2 If an employee received worker's compensation payments during any part of the six (6) month period, such shall immediately be reported to the City, by the employee, and the City shall deduct said amount from the employee's net pay. It is intended by the parties that no employee seeking benefits under this Article shall ever receive more than one hundred percent (100%) of employee's net pay from the City.
  - 31.1.3 The City Manager, in his sole discretion, may grant all or part of an additional three (3) months of leave or light duty with regular rate of pay when application for extension of leave is requested by the employee.
- 31.2 The City's payments under paragraph 1, above, automatically terminate after six (6) months. If an injured employee is absent for more than six (6) months, but less than twelve (12) months, the employee will be required to utilize accrued sick leave, then annual leave and finally any other accrued leave, in order to make up the difference between employee's salary and monies received from Worker's Compensation.
- 31.3 If an injured employee is unable to work his/her regular position for more than twelve (12) months, the City Manager may, for just cause, terminate the employee, but may rehire the employee by placing them on a preferential hiring list for the next available vacancy in the same position for which they are qualified, at their former pay step and seniority for a period not to exceed twelve (12) months.
- 31.4 When so directed by the City, an employee on disability leave shall present one's self for a medical examination. The City will bear the full expense of said examination. The failure of such employee to present one's self for an examination as directed will operate to automatically terminate their disability leave.
- 31.5 Whenever an employee on disability leave becomes physically able to perform some useful light duty work for the Fire Department the employee may be required to do so as a condition to receiving the benefits specified in paragraphs one and two above.

City 

Union 

- 31.6 Whenever a shift employee is placed on light duty, they will be placed in a non-shift (40) hour status and their hourly rate of pay adjusted to the 8-hour equivalent rate. Ex: A shift hour rate of \$25.00 an hour will adjust to a non-shift hourly rate of \$30.00 an hour.
- 31.7 The six (6) month and twelve (12) month periods mentioned above or any six (6) months or twelve (12) months, per injury, and need not be consecutive.


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**ARTICLE 32 LIGHT DUTY (OFF-THE-JOB DISABILITY)**

32.1 An Employee who incurs an illness or injury outside the line of duty or who cannot perform regular responsibilities due to pregnancy or other reason as approved by the Chief of Fire Rescue or designee, and Human Resources, 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.

City 

Union 

**ARTICLE 33 REDUCTION IN FORCE**

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

City 

Union 

**ARTICLE 34 PROHIBITION AGAINST REOPENING OF NEGOTIATIONS**

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

City 

Union 

**ARTICLE 35 LONGEVITY LEAVE BENEFITS**

35.1 Additional vacation hours will be credited to members based on years of service with the City based on the longevity schedules attached hereto as Exhibit "B&D" Beginning October 1, 2022, longevity leave benefits shall count as personal leave that must be used within one-year or be forfeited.

City 

Union 

**ARTICLE 36 RETIREMENT BENEFITS**

- 36.1 Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the current City of Oakland Park Police and Firefighters Retirement System (the "Plan" or "city pension plan"), except as provided below.
- 36.2 The city is a member of the Florida Retirement System for firefighters and participation in FRS shall be compulsory for all members other than those that elected to remain in the city pension plan when that option was available.
- 36.3 Joining FRS will likely increase city pension costs for a number of years. To offset the increased costs of joining FRS, the parties agree that:
  - A. All Chapter 175 premium tax revenues will continue to be used to offset city pension contributions.

City 

Union 

**ARTICLE 37 SENIORITY**

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

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

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

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

37.2.2 Kelly days will be bid annually to be effective in January. Kelly days will remain in effect or 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.

37.2.3 Station assignments SHALL be awarded utilizing an annual bid process which coincides with the completion of the annual employee evaluation period (Article 21). Shift and station assignments will remain in effect for one year (June-May)

Exception: The Fire Chief or designee may reassign employee(s) as operational needs dictate.

"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:

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

City 

Union 

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

- Time in rank (promotion date), if the same
- Time in next lowest rank to the rank in question, if the same
- Date of employment, if the same
- Promotional test scores (overall ranking) if the same. However, if tie is between the test scores for two (2) different positions, this criterion will not apply.
- Date of employment application, if the same
- Alphabetical listing of last name

City 

Union 

**ARTICLE 38 LABOR MANAGEMENT COMMITTEE**

- 38.1 There shall be a labor-management committee comprised of four (4) members. Each party shall designate two (2) representatives.
- 38.2 The committee shall meet quarterly unless mutually agreed by both parties to meet more often. The purpose of these meetings will be to improve communications and discuss problems and objectives of mutual concern.

City 

Union 

**ARTICLE 39 TAKE HOME VEHICLES FOR FIRE PREVENTION**

- 39.1 Personnel assigned to Fire Prevention (excluding light duty) will be given a take home vehicle provided by the City, subject to availability within the fleet. Members will be authorized to use the vehicle to and from work, department training, and for business purposes.
- 39.2 Personnel assigned a vehicle will be responsible for cleaning the vehicle and scheduling maintenance.
- 39.3 This article does not require the City to purchase additional vehicles.
- 39.4 When take home vehicles for Fire Prevention are replaced in the regular course of business, they will be replaced by clean cab concept vehicles. Until that time, the City will provide safe storage devices for gear.

City LR

Union RPD

**ARTICLE 40 WORKPLACE SAFETY COMMITTEE**

40.0 The City supports the continuance of a Workplace Safety Committee to promote the health and safety of firefighters. The Workplace Safety Committee will strive to meet the provisions of the Florida Firefighters Occupational Safety and Health Act, Florida Statute 633.810, "Workplace safety committees and safety coordinators", and Administrative Code 69A-62.043F.A.C. Such as:

A. Selection of Workplace Safety Committee members as follows:

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

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

C. Record, file and maintain Committee records.

D. Establish procedures for workplace safety inspections

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

F. Evaluating accident prevention and illness prevention programs.

G. Prescribe guidelines for the training of Committee members.

City 

Union 

**ARTICLE 41 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, 2023.
- 41.2 Any employee who has left the City's employment prior to the ratification of this Agreement will not be entitled to any of the benefits contained herein.
- 41.3 Pursuant to Florida Statute 447.309, the City's Chief Executive Officer and the Association's Bargaining Agent hereby confirm that the foregoing represents the Collective Bargaining Agreement reached by the negotiators through bargaining.
- 41.4 This Agreement shall not be binding on the City until it has been ratified by the City Commission and by the employees who are members of the bargaining unit.
- 41.5 The parties agree to commence negotiations for a successor agreement in June 202325.

City 

Union 

SIGNATURE PAGE

THE CITY OF OAKLAND PARK  
FLORIDA



David Hebert, City Manager

7/17/24

Date

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

ATTEST:



Brian Powell, President

6/19/2024

Date

ATTEST:





City Clerk

Date of ratification by Collective Bargaining Unit: 6/05/2024

Date of ratification by the CITY: 7/17/24

City Resolution No. R.2024.120

City 

Union 

**Exhibit A1 - Current Step Plan (Effective 9/30/2023)**

Step	FIRE INSPECTOR/EMT	FIREFIGHTER/PARAMEDIC	FIRE DRIVER ENG/PARAMEDIC	FIRE RESCUE SUPERVISOR	FIRE LIEUTENANT/PARAMEDIC	ASSISTANT FIRE MARSHALL	FIRE RESCUE CAPTAIN	BATTALION CHIEF/PARAMEDIC
1	54,553	57,280	60,145	60,145	66,309	66,309	69,624	80,599
2	56,735	59,572	62,550	62,550	68,961	68,961	72,409	83,823
3	59,004	61,954	65,052	65,052	71,720	71,720	75,305	87,176
4	61,364	64,433	67,655	67,655	74,588	74,588	78,318	90,663
5	63,819	67,010	70,361	70,361	77,572	77,572	81,450	94,290
6	66,372	69,690	73,175	73,175	80,675	80,675	84,708	98,061
7	69,027	72,478	76,102	76,102	83,902	83,902	88,097	101,984
8	71,788	75,377	79,146	79,146	87,258	87,258	91,620	106,063
9	74,659	78,392	82,312	82,312	90,748	90,748	95,285	110,306
10	77,646	81,528	85,605	85,605	94,378	94,378	99,097	114,718
11	80,751	84,789	89,029	89,029	98,153	98,153	103,060	119,307
12	83,982	88,181	92,590	92,590	102,079	102,079	107,183	124,079
13	87,284	91,649	96,231	96,231	106,095	106,095	111,399	128,958

City 

Union 

**Exhibit A2 - Contract Year 1 (Effective 10/1/2023)**

Step	FIRE INSPECTOR/EMT	FIREFIGHTER/PARAMEDIC	FIRE DRIVER ENG/PARAMEDIC	FIRE RESCUE SUPERVISOR	FIRE LIEUTENANT/PARAMEDIC	ASSISTANT FIRE MARSHALL	FIRE RESCUE CAPTAIN	BATTALION CHIEF/PARAMEDIC
1	55,644	58,426	61,348	61,348	67,635	67,635	71,016	82,211
2	57,870	60,763	63,801	63,801	70,340	70,340	73,857	85,500
3	60,184	63,194	66,354	66,354	73,154	73,154	76,811	88,920
4	62,592	65,721	69,008	69,008	76,080	76,080	79,884	92,477
5	65,095	68,350	71,768	71,768	79,123	79,123	83,079	96,176
6	67,699	71,084	74,639	74,639	82,288	82,288	86,402	100,023
7	70,407	73,928	77,624	77,624	85,580	85,580	89,858	104,024
8	73,224	76,885	80,729	80,729	89,003	89,003	93,453	108,185
9	76,152	79,960	83,958	83,958	92,563	92,563	97,191	112,512
10	79,199	83,158	87,317	87,317	96,266	96,266	101,079	117,012
11	82,367	86,485	90,809	90,809	100,116	100,116	105,122	121,693
12	85,661	89,944	94,442	94,442	104,121	104,121	109,327	126,561
13	89,029	93,482	98,155	98,155	108,217	108,217	113,627	131,537
14	92,591	97,221	102,081	102,081	112,545	112,545	118,172	136,799

City 

Union 

**Exhibit A3 - Contract Year 2 (Effective 10/1/2024)**

Step	FIRE INSPECTOR/EMT	FIREFIGHTER/PARAMEDIC	FIRE DRIVER ENG/PARAMEDIC	FIRE RESCUE SUPERVISOR	FIRE LIEUTENANT/PARAMEDIC	ASSISTANT FIRE MARSHALL	FIRE RESCUE CAPTAIN	BATTALION CHIEF/PARAMEDIC
1	56,757	59,595	62,575	62,575	68,988	68,988	72,437	83,856
2	59,027	61,978	65,078	65,078	71,747	71,747	75,334	87,210
3	61,388	64,457	67,681	67,681	74,617	74,617	78,348	90,698
4	63,844	67,036	70,388	70,388	77,602	77,602	81,482	94,326
5	66,397	69,717	73,203	73,203	80,706	80,706	84,741	98,099
6	69,053	72,506	76,131	76,131	83,934	83,934	88,130	102,023
7	71,815	75,406	79,177	79,177	87,291	87,291	91,656	106,104
8	74,688	78,422	82,344	82,344	90,783	90,783	95,322	110,348
9	77,676	81,559	85,638	85,638	94,414	94,414	99,135	114,762
10	80,783	84,822	89,063	89,063	98,191	98,191	103,100	119,353
11	84,014	88,214	92,626	92,626	102,119	102,119	107,224	124,127
12	87,374	91,743	96,331	96,331	106,203	106,203	111,513	129,092
13	90,810	95,351	100,118	100,118	110,381	110,381	115,899	134,168
14	94,442	99,165	104,123	104,123	114,796	114,796	120,535	139,535
15	98,220	103,132	108,288	108,288	119,388	119,388	125,357	145,116

City 

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**96 HOUR EMPLOYEES HIRED BETWEEN 10/1/1987 AND 9/30/1995**

<u>COMPLETED YEARS OF SERVICE</u>	<u>ADDITIONAL VACATION</u>	<u>MAX ACCRUAL ALLOWANCE</u>
1	0	250
2	0	250
3	0	250
4	0	250
5	0	250
6	10	260
7	20	280
8	29	299
9	39	318
10	48	337
11	58	356
12	68	376
13	77	395
14	87	418
15	96	442
16	96	442
17	96	442
18	96	442
19	96	442
20	96	442
21	96	442
22	96	442
23	96	442
24	96	442
25	96	442

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City 

Union 

**96 HOUR EMPLOYEES HIRED AFTER 9/30/1995**

<u>COMPLETED YEARS OF SERVICE</u>	<u>ADDITIONAL VACATION</u>	<u>MAX ACCRUAL ALLOWANCE</u>
1	0	250
2	0	250
3	0	250
4	0	250
5	0	250
6	10	250
7	20	250
8	29	250
9	39	250
10	48	250
11	58	250
12	68	250
13	77	250
14	87	250
15	96+24	250
16	96+24	250
17	96+24	250
18	96+24	250
19	96+24	250
20	96+24	250
21	96+24	250
22	96+24	250
23	96+24	250
24	96+24	250
25	96+24	250


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EXHIBIT C    RESERVED

(00369237.10 1869-8904101)

City 

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**EXHIBIT D**

**FIREFIGHTER VACATION LEAVE ACCRUAL**

**80 HOUR EMPLOYEES HIRED BEFORE 10/1/1987**

<u>COMPLETED YEARS OF SERVICE</u>	<u>ADDITIONAL VACATION</u>	<u>MAX ACCRUAL ALLOWANCE</u>
1	0	250
2	0	250
3	0	250
4	0	250
5	0	250
6	8	260
7	16	280
8	24	299
9	32	318
10	40	337
11	48	356
12	56	376
13	64	395
14	72	418
15	80	433
16	88	452
17	96+	472
18	104	491
19	112	510
20	120	529
21	120	538
22	120	538
23	120	538
24	120	538
25	120	538

City 

Union 

**80 HOUR EMPLOYEES HIRED BETWEEN 10/1/1987 AND 9/30/1995**

<u>COMPLETED YEARS OF SERVICE</u>	<u>ADDITIONAL VACATION</u>	<u>MAX ACCRUAL ALLOWANCE</u>
1	0	250
2	0	250
3	0	250
4	0	250
5	0	250
6	8	260
7	16	280
8	24	299
9	32	318
10	40	337
11	48	356
12	56	376
13	64	395
14	72	418
15	80	442
16	80	442
17	80	442
18	80	442
19	80	442
20	80	442
21	80	442
22	80	442
23	80	442
24	80	442
25	80	442

(00369237.10 1869-8904101)

City 

Union 

**80 HOUR EMPLOYEES HIRED AFTER 9/30/1995**

<u>COMPLETED YEARS OF SERVICE</u>	<u>ADDITIONAL VACATION</u>	<u>MAX ACCRUAL ALLOWANCE</u>
1	0	208
2	0	208
3	0	208
4	0	208
5	0	208
6	8	208
7	16	208
8	24	208
9	32	208
10	40	208
11	48	208
12	56	208
13	64	208
14	72	208
15	80+8	208
16	80+8	208
17	80+8	208
18	80+8	208
19	80+8	208
20	80+8	208
21	80+8	208
22	80+8	208
23	80+8	208
24	80+8	208
25	80+8	208

City 

Union 