

COLLECTIVE BARGAINING AGREEMENT

between

BROWARD SHERIFF'S OFFICE



Sheriff Gregory Tony, Ph.D.

and

**BROWARD COUNTY PROFESSIONAL FIREFIGHTERS AND PARAMEDICS
ASSOCIATION**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC
LOCAL 4321**



EFFECTIVE OCTOBER 1, 2024 – SEPTEMBER 30, 2027

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This agreement is entered into this **October 1, 2024**, by and between Gregory Tony, Sheriff of Broward County, (hereafter referred to as “Sheriff” or “BSO”), and the BROWARD COUNTY PROFESSIONAL FIRE FIGHTERS AND PARAMEDICS, LOCAL 4321, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereafter referred to as the “Union” or “Bargaining Unit.”

Recitals

Whereas, the Union is the sole and exclusive bargaining representative of the following described employees within the Certified Bargaining Unit;

Whereas, the Sheriff and the Union have negotiated in good faith, with the Union acting as the exclusive agent for those bargaining unit members included in the certified unit with respect to wages, hours, and terms of conditions of employment; and

Whereas, the parties following extended and deliberate negotiations and having had an opportunity to freely discuss any and all issues, have reached a certain mutual understanding which they desire to reduce to writing. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

The Sheriff recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to wages, hours, terms and working conditions of employment exclusively for those employees contained within the certified unit, Certification #1466, to include all subsequent unit clarifications and described hereafter, and/or as adjusted by written mutual agreement of the parties:

Included:

1. Firefighter/Paramedic, Driver Engineer, Lieutenant, Captain, Battalion Chief, Fire Safety Inspector, Prevention Lieutenant, Prevention Battalion Chief and Air Rescue Helicopter Pilot.
2. The following classifications are included in the bargaining unit only while incumbents occupy those classifications:

Firefighter

Excluded:

Fire Chief, Deputy Fire Rescue Chief, Assistant Fire Rescue Chief, Division Chief, District Chief, Assistant District Chief, Special Projects Coordinators, all clerical classifications, all maintenance classifications and any other support staff members in classifications not specifically included above.

- A. The parties agree to mutually petition the Florida Public Employees Relations Commission (PERC) to amend the bargaining unit consistent with the language of Section 1 of this Article. Therefore, it is understood that no changes in the composition of said bargaining unit as described in Section 1 may occur during the term of this Agreement until all procedural steps provided for by Chapter 447, Florida Statutes have taken place, or the parties mutually agree to such changes.
- B. New and/or Changed Classifications: If new classifications are established by the Sheriff and added to the Bargaining Unit or if the duties of existing Bargaining Unit classifications are substantially changed, the Sheriff shall forward the proposed changes and any proposed wage scale to the Union to impact bargain when applicable by law.

ARTICLE 2

NON-DISCRIMINATION

- A. No bargaining unit member or designated representative covered by this Agreement will be discriminated against by BSO because of membership in the Bargaining Unit or authorized activity as required in this agreement on behalf of the Bargaining Unit.
- B. Both BSO and the Union oppose discrimination on the basis of race, color, creed, sex, sexual orientation, national origin, age, religion, disability, pregnancy, marital status, or gender identity and expression or as otherwise required by law. However, the parties also recognize that BSO has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal Government. Accordingly, no allegation of employment discrimination can be processed through the contractual grievance/arbitration procedure. No employee covered by this Agreement shall be discriminated against by the Sheriff or the Union because of residential living arrangements, and/or as otherwise protected by law, i.e., Civil Rights Act of 1964 and the Broward County Human Rights Act. Any such claim must be referred to the Sheriff's Equal Employment Opportunity Division.

ARTICLE 3

MANAGEMENT RIGHTS

The Union recognizes the rights of the Sheriff to operate, manage, and direct all affairs of the Sheriff's Office, including the exclusive right, subject only to the terms of this Agreement:

- A. To manage and direct all employees of the Sheriff's Office including the scope of service to be performed by each employee and the content of each job classification/description.
- B. To hire, rehire, promote, transfer, schedule, assign, retain and layoff employees in positions with the Sheriff's Office unless otherwise modified within the contract language.
- C. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- D. To maintain the efficiency of the operation of the Sheriff's Office including developing and amending job classifications/descriptions and controlling the use of equipment and property of BSO.
- E. To determine the structure and organization of the Office of Sheriff, including the right to supervise, expand, consolidate or merge any division thereof.
- F. To determine the number of all employees who shall be employed by the Sheriff, job makeup, activities, assignments, and the number of hours and shifts to be worked per week or pay period, including starting and quitting times of all employees unless otherwise modified within the contract language.
- G. To determine the number, types and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position or organizational unit.
- H. To determine internal security practices.
- I. To determine the number, location and operation of work sites within the scope of responsibilities of the Sheriff's Office.
- J. To require employees to participate in drug and/or alcohol testing as required by the standards of the Drug Free Workplace Act and/or the Sheriff's policies, procedures, rules and regulations.
- K. To require employees to observe and obey BSO's policies, procedures, rules and regulations.
- L. The exercise of the above-defined rights by the Sheriff shall not preclude employees or the Union from raising grievances should decisions on the above matters have the practical consequences of violating the terms of this Agreement and/or affecting any other existing working conditions of employment.

- M. The above are by way of example of the type of matters or rights which belong to and are inherent in the Sheriff in his general capacity as management pursuant to, among other things, the Florida Constitution. Any other rights, powers, and/or authority that the Sheriff had prior to entering into this Collective Bargaining Agreement are retained by him, except as specifically abridged, delegated, granted or modified by this Agreement.
- N. If the Sheriff fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Sheriff's inherent right to exercise any or all of such functions.
- O. In the event of a riot, extraordinary civil emergency or natural disaster, as determined by the Sheriff, the Fire Chief may suspend the provisions of this collective bargaining agreement relating to shift/work assignments, hours of work and overtime, leaves, and staffing levels necessary to obtain adequate staff for the duration of the emergency. A suspension of these contract provisions shall not impact economic issues.

ARTICLE 4

NO STRIKE - NO LOCKOUT

- A. The Union, its officers, agents, representatives, and its bargaining unit members and employees agree that they will not strike, as defined by the Public Employees Relations Act, and agree not to participate in a strike against the Sheriff by instigating or supporting a strike, nor shall the bargaining unit members participate in a work stoppage, slowdown, sickout, job actions or picketing in furtherance of any of the above-prohibited activities. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the bargaining unit members covered by this Agreement.
- B. During the term of this Agreement, the Sheriff agrees that it will not authorize, cause, or engage in any lockout of bargaining unit members unless a lockout should become necessary for the protection of the Sheriff's property.
- C. Florida Statutes Section 447.505 states:
No public employee or employee organization may participate in a strike against a public employer by instigating or supporting, in any manner, a strike. Any violation of this section shall subject the violator to the penalties provided in this part (Florida Statutes section 447.507).

ARTICLE 5

UNION DEDUCTIONS

- A. Union deductions shall be made in accordance with forms provided by the Union and executed and authorized by the bargaining unit member authorizing said deductions. There shall be no charge made by the Sheriff for these deductions. The exact amount of monies to be deducted for each bargaining unit member shall be provided by the Union to the Sheriff. Any changes in the amounts to be deducted shall be given to the Sheriff and bargaining unit members thirty (30) days in advance. These monies shall be transmitted to the Union within thirty (30) days after the monthly deductions. The Sheriff shall allow the Union to maintain a minimum of two payroll slots for these deductions. Additional slots may be made available by the Sheriff upon written request of the Union.
- B. The Union shall indemnify the Sheriff and hold the Sheriff harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken by the Sheriff to comply or attempt to comply with the provisions of this Article.
- C. This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification by the bargaining unit member, to the Sheriff and the Union.
- D. The Sheriff shall permit the Union to maintain three separate payroll deduction slots (one pre-tax and two post-tax) designated specifically for the Benefit Fund and one additional slot if needed. The Sheriff agrees to make all payments to the Union or Benefit Fund by electronic funds transfer.

ARTICLE 6

SERVICES TO THE UNION

- A. The Sheriff shall furnish the Union and bargaining unit members via intranet a copy of all policies and procedures pertaining to employer-employee regulations. Each Fire Station, Fire Prevention Branch, Fire Rescue Administration, Logistics Warehouse, and Training Branch of the Department shall have access to a complete electronic copy of the policies and procedures manual and it will be available for inspection.
- B. The Union may place bulletin boards in places mutually determined by the parties and approved by BSO. BSO will purchase the bulletin boards to meet reasonable BSO specifications. Bulletin boards are to be used as a means of communication to members of the Union. Items posted on the bulletin boards must be written on Union letterhead and signed by a Union official. The Union acknowledges that while the bulletin boards are for utilization by the Union, they are nonetheless housed on BSO property and the use of the bulletin boards by the Union must be reasonable, consistent with BSO policies and procedures and consistent with applicable laws.
- C. This Agreement will be made available on the BSO Intranet site, BSO Informant. BSO will provide to IAFF one copy in electronic format on a commonly available media in a popular file format.
- D. Each Fire Station, Fire Prevention Branch and Training Branch of the Department shall have a complete Sheriff's Policy Manual via intranet accessible by station personnel who shall be responsible for the knowledge of its contents applicable to Fire Rescue employees. Employees disciplined as a result of failure to adhere to the rules and regulations in the Sheriff's Policy Manual shall have the provisions in the Grievance and Arbitration Procedure Article available to them.
- E. The Sheriff will provide and maintain the following reference materials via electronic version when available at all Fire and Rescue Stations as designated below, including, but not limited to:
 - 1. Sheriff's Policy Manual (SPM) via intranet.
 - 2. International Fire Service Training Association (IFSTA) manuals for all fire stations.
 - 3. An updated copy of the EMS protocols and paramedic manual for all ALS units.
- F. An additional selection of reading materials and training aids will be maintained and upgraded in the Training Division/Bureau and will be available to employees upon request.
- G. The Union will be provided with a dedicated BSO computer terminal at an agreed upon location for access to the BSO Network and any other job-related programs such as BSO Informant, Telestaff, e-mail, etc. The cost of maintaining connectivity, internet etc. shall be the responsibility of the union.
- H. The IAFF acknowledges that BSO may make amendments, revisions, additions, deletions and/or changes to the Sheriff's Policy Manual. Notice of any proposed changes to the Manual shall be provided to the IAFF ten (10) days prior to issuance of such change. The right to bargain over any change and the impact of any change, as applicable, shall be waived unless the IAFF requests bargaining, as applicable, within ten (10) days of notice.

ARTICLE 7

UNION BUSINESS

- A. The duly elected Union President, when employed by BSO, will be offered an assignment to Fire Rescue Headquarters in an administrative support assignment commensurate with their job classification, job description and rank. When the Union President is not a BSO employee, or at the discretion of the Union President should they choose to decline the administrative support assignment, the Union President will designate a BSO-employed executive board member, who will be assigned to Fire Rescue Headquarters in an administrative support assignment commensurate with their job classification, job description and rank. No union representative will be assigned to union duties on a full or part-time basis.
- B. Approval of Union Leave Time Pool Use: Requests for use of time pool hours must be submitted on an Employee Leave Request form, subject to the approval of the Fire Chief, or designee. Under normal circumstances time pool utilization will include the reasonable notice of forty-eight (48) hours in advance of the requested leave dates. Requests may be denied at any time for operational necessity (i.e. hurricane deployment or critical incident.) In instances where a union leave time request is denied by the Fire Chief or designee, the union representative will be provided with a response noting the reason for denial. Requests for use of union leave time pool hours will not be unreasonably denied.
1. The Union President, or designated executive board member assigned to the administrative support assignment, shall submit an Employee Leave Request form directly to the Fire Chief, or designee, for approval.
 2. All other union representatives seeking leave for union business must first obtain authorization from the Union President, or designee. When leave has been approved by the Union President, or designee, he/she shall notify the Fire Chief or designee of the desire to allocate leave from union leave time pool hours to the designated union representative, and the union representative shall submit an Employee Leave Request form through their regular chain of command for approval.
 3. Union representatives who are on paid or unpaid suspension, administrative leave, Worker's Compensation or FMLA will not be eligible to utilize the union leave time pool.
- C. When the use of union leave time pool hours has been approved, the appropriate time pool will be debited on an hour for hour basis or time and one half if the time used requires the use of overtime. If the utilization of union leave time pool causes overtime, the Sheriff shall utilize the procedures set forth in the Overtime and Hours of Work Articles of this Agreement utilizing union leave time pool allocations.
- D. Convention Attendance:
1. Up to four (4) members of the Union, designated by the President, shall be allowed time off to attend the Union's State Convention. Each delegate shall be allowed to take off two (2) shifts during each fiscal year. This leave will be charged to the union leave time pool.
 2. Up to four (4) members of the Union, designated by the President shall be allowed time off to attend the Union's International Convention. Each delegate shall be allowed to take off two (2) shifts once every two (2) years. This leave be charged to the union leave time pool.

3. Additional designated delegates may, upon request and approval by the Fire Chief or designee, be entitled to utilize annual leave to attend the conventions.
4. No bargaining unit member covered by this Agreement shall be discriminated against by the Sheriff or the Union because of Union membership, Union Activity or lack thereof.
5. Members of the Union may donate up to two (2) shifts, forty-eight (48) hours, per year of annual leave to the union leave time pool for use by members of the Union. Authorization from the bargaining unit member must be submitted in writing before such donation is effectuated. Unused time shall be carried over to the following year.
6. The Sheriff will contribute 2,080 hours to the union time pool annually on January 1 of each year. Unused time shall be carried over to the following year.

L. Representation Rights

The Sheriff's Office agrees that all bargaining unit employees are represented by Broward County Professional Fire Fighters and Paramedics IAFF Local 4321 who shall be considered the sole and exclusive bargaining agent for all members of the certified bargaining unit.

The Sheriff agrees that all bargaining unit members shall be afforded the right to join a Union and receive Union representation in any and all circumstances involving their employment where an employee reasonably believes discipline may result. The Union shall be given timely notification of any and all proceedings, meetings, fact finding, interviews, interrogations, investigations, and or hearings where a bargaining unit member is present and the subject of an investigation prior to the commencement of the event and shall be permitted to attend. Any member may elect to waive Union representation so long as that waiver is in writing. All members shall be afforded any and all rights and or privileges available to them in accordance with Local, State, and Federal regulations including but not limited to; Florida Public Employees Relations Act, Florida Firefighter Bill of Rights, Weingarten Rights, and Garrity Rule.

ARTICLE 8

LABOR MANAGEMENT

- A. The Fire Chief or designee shall schedule a conference with the Union leadership to discuss subjects of concern. Such conferences may be requested by the Fire Chief, or the Union President.
- B. The purpose of these informal conferences is to facilitate the communication and resolution of mutual concerns. They shall not be construed to constitute a re-opening of negotiations or resolution of grievances.

ARTICLE 9

EMPLOYMENT AND PROBATION

- A. For employees hired after April 1, 2005 and consistent with the mutual desire for an integrated Fire Rescue System, eligibility for employment in a bargaining unit position shall be at a minimum, a Florida State Certified Paramedic Certification or a Florida State Certified Firefighter Certification provided any single-certified bargaining unit member shall attain dual State certifications as a Firefighter/Paramedic prior to the end of their probationary period. Any single-certified bargaining unit member hired after April 1, 2005, who fails to attain dual State certifications by the end of their probationary period, shall be separated from the agency. All bargaining unit members hired after October 1, 2003, shall maintain dual State certifications during their employment with the Sheriff. For the position of Fire Safety Inspector, the required dual certifications shall be Florida State Certified Firefighter and Florida Certified Fire Safety Inspector or bargaining unit members acquired under a merger, contract, transfer of services, or consolidation where those bargaining unit members were hired under different conditions of employment that did not require dual certification.
- B. New employees will serve a probationary period of twelve (12) cumulative months (not counting worker's compensation time, Family and Medical Leave Act time, military leave time, time spent waiting for or participating in Fire-Rescue orientation training, or time in suspension as a result of discipline) from the date of their employment. Probation time will be calculated once the new employee starts his/her assigned shift. The probationary period may be extended for up to an additional six (6) months (not counting worker's compensation time, family and medical leave act time, military leave time, time spent waiting for or participating in Fire-Rescue orientation training, or time in suspension as a result of discipline) upon the written request of the Fire Chief or Deputy Chief and the approval of the Director of Human Resources Bureau. Probationary employees may be discharged during their probation period for any reason which the employer deems to be adequate, except a probationary employee shall not be discharged in violation of the nondiscrimination provisions of this Agreement. Such discharge decision shall not be subject to the grievance procedure.
- C. When an employee is promoted, the employee shall serve six (6) cumulative months (not counting worker's compensation time, family and medical leave act time, military leave time, or time in suspension as a result of discipline) promotional probationary period. The promotional probationary period may be extended for up to an additional six (6) months (not counting worker's compensation time, family and medical leave act time, military leave time, or time in suspension as a result of discipline) upon the written request of the Fire Chief or Deputy Chief and the approval of the Director of Human Resources. If a promoted employee fails to perform satisfactorily the duties of the higher position during the probationary period in that position, he/she shall be returned to the position held prior to the promotion as if the promotion had not taken place. If, during the probationary period in that position, a promoted employee desires to return to the position held prior to promotion, the employee shall be returned to the classification and salary provided the position the employee was promoted out of remained vacant. A promoted employee who is voluntarily demoted shall not have bumping rights. A promoted employee returning to their previous

classification will not retain any rights to bids previously held. The question of satisfactory performance as an officer is within the sole discretion of the Sheriff, and such a demotion while on probation shall not be subject to the grievance procedure.

ARTICLE 10

PROMOTIONS AND VACANCIES

- A. When the Sheriff determines that a promotion or vacancy in a bargaining unit position above the entry level is to be filled, it shall be filled by internally promoting non-probationary bargaining unit members, except as otherwise provided herein. Entry level vacancies may be filled by open recruitments or transfers of current bargaining unit members from other positions determined to be equivalent by the Sheriff. The Sheriff will make a best effort to fill vacancies in a timely manner. BSO will provide the Union with a quarterly report listing all Fire Rescue Department positions filled and all Fire Rescue Department vacancies upon request.
- B. Promotions shall be made by selecting from among the qualified candidates on an established eligibility list(s). The promotional examination process will be a list of bargaining unit members organized by final earned scores to two (2) decimal points. When promotions are made on the same day, the bargaining unit member's seniority will follow the order of where the bargaining unit member is placed on the list. Promotional appointments for each vacant position shall be made from the then top three (3) candidates, including any candidate whose score is tied with the third candidate. Should a candidate refuse a promotion, the next candidate will be included for consideration in order to ensure management always has a choice of three (3) candidates. Bargaining unit members who are on a disciplinary suspension with criminal charges presented to or pending with a state or federal prosecutor's office will be removed from the eligibility list and not considered for promotion unless, the prosecuting agency declines to prosecute or, if charged criminally, the criminal matter has been favorably resolved through a dismissal or acquittal. Once the criminal charges are declined or are favorably resolved, the member will be placed on the eligibility list as long as the list has not expired. Candidates will receive one (1) point time in grade seniority credit, for every five (5) years in the immediately preceding job classification which will be applied to the final whole earned score to two (2) decimal points. This will be measured in terms of continuous service and by the closing date as published on the official Human Resources posting. For the position of Lieutenant, time in grade seniority will be calculated from the bargaining unit member's actual date of hire in the classification of the Firefighter/Paramedic, Firefighter, or Paramedic. For the position of Prevention Lieutenant and Prevention Battalion Chief, time in grade seniority will be calculated from the bargaining unit member's actual date of assignment to the Fire Prevention Bureau as an inspector.

Eligibility lists shall be maintained for all certified Fire/Rescue classifications in the Bargaining Unit above the entry level, unless otherwise waived by mutual agreement of the parties. Any bargaining unit member may refuse a promotion one (1) time without jeopardizing their standing on the Promotional Eligibility List. A refusal six (6) months or more after the first offer for a promotion will result in removal from the Promotional Eligibility List. Candidates who decline the promotion must do it in writing to the Bureau of Human Resources within five (5) calendar days of receiving the promotional offer on the Bureau of Human Resources form.

Candidates may be passed over two (2) times. In the event a candidate is not selected for promotion as a result of the Fire Chief exercising his/her discretion to

- pass over the candidate, the Fire Chief will notify the Union and the affected candidate in writing prior to announcing the candidates selected for promotion. If a candidate is to be passed over for promotion, the candidate will be counseled by the Fire Chief as to the reason for non-promotion. Candidates will be counseled with a union representative present if requested by the candidate. Promotion decisions by the Fire Chief shall not be subject to the contractual grievance procedure. The counseling shall not prevent other eligible candidates from being promoted.
- C. The duration of promotional eligibility lists shall be for two (2) years or until exhausted, whichever comes first.
1. An active eligibility list will be exhausted under the following conditions:
 - i. All candidates are promoted
 - ii. All candidates have been offered more than one (1) opportunity for a promotion in accordance with section B above.
- D. If an active eligibility list for promotion includes less than five (5) candidates, one (1) for Prevention Lieutenant and one (1) for Prevention Battalion Chief, the Bureau of Human Resources may commence a new promotional process for the purposes of establishing a secondary eligibility list. Candidates who are on the active eligibility list will be considered until the current list expires or is exhausted before any candidates on the secondary list may be considered for promotion.
- E. Eligible candidates must apply for, and successfully complete, the new promotional process to be placed on the secondary eligibility list. Upon expiration or exhaustion of the current active eligibility list, the secondary eligibility list shall immediately become the current active eligibility list for promotions and upgrades. This secondary eligibility list shall remain in effect in accordance with section C above.
- F. If any eligibility list is exhausted prior to expiration, a new eligibility list will be established within 180 days and remain in effect for two (2) years.
- G. The following requirements shall be in effect with regard to promotional procedures:
1. "Time in Grade" eligibility requirement for promotional examinations shall be measured in terms of continuous service. An interruption for an authorized leave of absence without pay shall not constitute a break in continuous service; however, the time of a leave of absence without pay shall not be credited as time in service, and
 2. The "Time in Grade" eligibility criteria for promotional examinations shall be determined by the closing date of the posting as published on the official Bureau of Human Resources' job announcement.
 3. All promotions shall be filled from persons holding the next lower rank. No skipping ranks shall be allowed except for the position of Lieutenant. Lieutenant candidates must have successfully passed the most recent Driver Engineer promotional examination or currently hold the position of Driver Engineer at the time of the announcement closing date.
 4. Experience working out of classification shall not be a consideration in establishing rankings on promotional eligibility lists.
 5. All promotional requirements and documents must be submitted to HR by the closing date of the promotional announcement.
 6. The following dates will be included in the job announcement: posting date, closing date, and written test date.
- H. The candidate evaluation method, ranking and qualification requirements shall be determined by the Fire Chief in consultation with the Director of the Bureau of Human Resources. The Sheriff will use a third-party agency for any assessment or

practical exam. Eligibility for promotions to any rank/classification covered by this Agreement shall be determined by an appropriate job-related examination process as determined by the Director of the Bureau of Human Resources, which may include any of the following test methodologies (individually or in combination): written examination (Driver Engineer, Lieutenant, Captain, Battalion Chief), oral examination, assessment center exercises (Lieutenant, Captain, Battalion Chief), performance/practical examination or other generally accepted job-related practical evaluation instrument (Driver Engineers, Prevention Lieutenants). The Sheriff shall have the option to videotape any portion(s) of the examination process. Test methodology/components of examination shall be included in the promotional examination announcement. The Fire Rescue Department shall provide a minimum of six (6) practice sessions for the Driver Engineer practical portion of the exam. The first component will be a written exam based on the material outlined in the reading list. Candidates must pass the written exam to be invited to participate in the second component, which consists of assessment/practical exercises. Candidates must successfully pass both the written and the assessment/practical exercises of the promotional process to be placed on the eligibility list.

- I. If an oral examination/assessment center exercise is utilized, this segment of the oral examination board will consist of a minimum of two (2), with best efforts for three (3), assessors of equal or higher rank to the position being interviewed for from agencies other than the Broward Sheriff's Office who will be approved by the Director of the Bureau of Human Resources in consultation with the Fire Chief. Role players will be from outside of the agency.
- J. Written Examination/Reading List: Each examination phase will be weighted for a total of 100% and will be listed on the promotional announcement. The reading items selected shall be reviewed/approved by at least three (3) Fire Chief appointed subject matter experts. Examples of internal reading sources include, but are not limited to, SPM, SOG, EMS protocols and the union contract. Examples of external reading sources included anything not created by BSO.
- K. Test Review Process

1. **Question Content Review:**

During the administration of the promotional written examination, participants will have the opportunity to fill out an Item Challenge Form. Participants may fill out the form to identify issues related to items on the test (e.g., multiple correct answers; unclear or confusing questions). The amount of time provided to complete the written examination will be enough to ensure participants have an opportunity to fill out the Challenge Forms in addition to completing the examination. These forms will be collected at the end of the test administration and reviewed in the Bureau of Human Resources. All challenges to items on the written examination must be presented during the administration of the examination. The Bureau of Human Resources may seek expert advice and counsel of subject matter experts, if necessary. All forms will be reviewed and the Director of Human Resources will address the concerns and make a final determination, which shall be final and binding and without further recourse and not grievable.

2. **Review Process:**

After the eligibility list has been established, candidates will have an opportunity to participate in a review session. During the review session, candidates will be provided with their own individual test results excluding personal notes.

Candidates will have thirty (30) days after the eligibility list is established/posted to request participation in a review session.

3. Other Appeals from Ratings:

Any other appeals from ratings (not addressed in paragraphs 1 & 2 above) shall be made in writing to the Human Resources Director. The Human Resources Director will have fourteen (14) working days to provide written response to appeal. The decision of the Director of Human Resources Bureau shall be final and binding and without further recourse and not grievable.

L. Driver Engineer Exam – Task Book

Task Book – Driver/Engineer task book created by Training Division with input from labor management promotional committee. Task Book may be started after initial Firefighter/Paramedic probation is complete. Task book must be completed and submitted to the Training Division prior to the promotional closing date. Training Division will have ten (10) working days to review the book and notify Human Resources if deemed complete and accepted.

The Driver/Engineer task book will include, but not be limited to the following areas:

1. Apparatus familiarization
2. Apparatus operations on roadways (i.e. driving, backing, placement, etc.)
3. Apparatus Pumping (i.e. multiple lines, elevated streams, standpipe systems, etc.)
4. Aerial emergency procedures
5. Aerial operations with elevated streams
6. Relay pumping
7. Drafting operations
8. Preventative maintenance

M. Upon written request of the Union, the Sheriff may elect to appoint a representative from the Bureau of Human Resources or the Equal Employment Opportunity Division to attend the selection interview process within the Fire Rescue Department.

N. Promotional examination announcements that result from the regular expiration of an eligibility list shall be posted conspicuously in each Fire Rescue Station, Fire Prevention Branch Office, Logistics Branch Office, headquarters, Fleet Services facilities and Training Branch Office, one hundred and twenty (120) days prior to the regular expiration of the eligibility list. Eligibility lists created as a result of a list exhausted prior to the regular expiration will be posted as time permits.

O. Sources of information for all promotional examinations shall be determined through the Bureau of Human Resources and posted on or with the promotional examination announcement. The Union shall be consulted on any additions or deletions to the study materials and no additions or deletions shall be made following the announcement of the opening date to sign up for the promotional exam except by mutual agreement by the Sheriff or Fire Chief and Union President.

P. The Bureau of Human Resources will coordinate with the Fire Rescue Department to schedule test or interview times to minimize potential hardships on bargaining unit members due to shift scheduling. When the test is scheduled for a one (1) day event, participants who are assigned to work shall be allowed time off without loss in pay or benefits to take the exam.

- Q. In the event the bargaining unit member believes he/she has been discriminated against in the examination process, the Equal Employment Opportunity Division shall be available to investigate those concerns.
- R. If the promotion date of a bargaining unit member is within ninety (90) days of the bargaining unit member's anniversary date, the bargaining unit member's annual increase, if applicable, will be processed followed by applying the promotional increases.
- S. Acceptance of late applications for promotional opportunities will be limited to unusual circumstances that prohibited the applicant from applying during the posting period. The approval authority for such request shall rest with the Bureau of Human Resources Director.
- T. When a bargaining unit member is promoted, his/her base pay rate shall be increased by seven and one-half percent (7½ %) above current salary within range. When a bargaining unit member accepts a voluntary demotion to a classification with a lower maximum rate for their convenience, his/her base pay rate shall be decreased to a rate within range of the lower classification and which is at least seven and one-half (7½%) below their current salary unless such reduction is waived by the Fire Chief in consultation with the Director of the Bureau of Human Resources.
- U.
1. All newly promoted Driver Engineers, Lieutenants, Captains, Battalion Chiefs, acting Driver Engineers, acting Lieutenants, acting Captains, and acting Battalion Chiefs shall complete the following training program prior to assignment; eighty (80) hours of job-related training which may include, but not be limited to, hands-on practical applications of the following subject matter:
 - i. Incident Command
 - ii. Fireground Tactics and Strategy
 - iii. Hazardous Materials
 - iv. Weapons of Mass Destruction
 - v. Vehicle Extrication
 - vi. Fire Alarm Systems
 - vii. Mass Casualty Incidents
 - viii. Airport and Seaport Orientation
 - ix. After completion of the above eighty (80) hour training program each member shall complete an additional four (4) shifts of In-Service training.
 - x. A good faith effort shall be made to provide training to all bargaining unit members on an eligibility list within ninety (90) days from the date the list is established.
 2. For any newly established Driver/Engineer lists, all newly promoted Driver/Engineers and acting Driver/Engineers must complete a eighty (80) hour BSO Department of Fire Rescue Driver/Engineer course prior to assignment or any acting as a Driver/Engineer. If multiple sessions of the class are required, the candidates will be taken in score order. After completion of the eighty (80) hour training program each Driver/Engineer shall complete an additional four (4) 24-hour shifts of In-Service training riding along side of a designated Field Training Officer (FTO). These rides may be as the Firefighter/Paramedic for minimum staffing and must occur on an engine for two (2) of the four (4) rides and two (2) of the four (4) rides

on an aerial apparatus. A good faith effort shall be made to provide training to all bargaining unit members on an eligibility list within ninety (90) days from the date the list is established.

3. All newly promoted Prevention Lieutenants shall complete the following training program prior to assignment: forty (40) hours of job-related training which may include, but not limited be to, college level courses or continuing education units and Standard Operating Procedures.

V. Promotional Requirements

1. Driver Engineer

- Three (3) years of full-time paid BSO/Contract City experience in the ranks of Firefighter/EMT or Firefighter/Paramedic
- State of Florida certified Firefighter/EMT or Firefighter/Paramedic
- State of Florida Pump Operator Certification and Aerial Operations Certification
- Emergency Vehicle Operator Certification (EVOC) from an accredited certification institution
- Completion of Driver Engineer Exam Task Book

2. Lieutenant

- Currently holding the rank of Driver Engineer or have successfully passed the most recent Driver Engineer promotional examination
- Five (5) years of full-time paid BSO/Contract City experience in the ranks of Firefighter/Paramedic or Driver Engineer
- State of Florida certified Firefighter/Paramedic
- State of Florida Fire Officer I Certification

3. Captain

- Three (3) years of full-time paid BSO/Contract City experience at the rank of Lieutenant
- State of Florida certified Firefighter/Paramedic
- State of Florida Fire Officer I Certification

4. Battalion Chief

- Currently holding the rank of non-probationary Captain
- Two (2) years of full-time paid BSO/Contract City experience in the ranks of Captain.
- Eleven (11) years of full-time paid BSO/Contract City experience in the ranks of Firefighter/EMT, Firefighter/Paramedic, Driver Engineer, Lieutenant or Captain with an Associate's Degree; or ten (10) years full-time paid BSO/Contract City experience in the ranks of Firefighter/EMT, Firefighter/Paramedic, Driver Engineer, Lieutenant, or Captain, with a Bachelor's Degree;
- State of Florida certified Firefighter/Paramedic
- State of Florida Fire Officer I Certification

W. Fire Prevention Promotional Requirements

Unless specifically addressed in this section, all other language related to promotional processes in this Article does not apply to the Prevention Lieutenant and Prevention Battalion Chief classification. The selection process for Prevention Lieutenant and Prevention Battalion Chief will follow the Bureau of Human Resources Standard Operating Procedures (SOPs).

The selection interview process will be administered by the Bureau of Human Resources which shall be final and binding and without further recourse and not grievable.

Incumbents in Fire Prevention will remain in their existing rank/classifications and continue to be eligible for promotions as outlined in Article 10. Fire Prevention classifications are not interchangeable with the Operations classifications.

For the position of Prevention Lieutenant, time in grade seniority will be calculated from the bargaining unit member's actual date of assignment to the Division of Fire Prevention Bureau functioning in the capacity as a State certified Fire Safety Inspector. This includes ranks of Fire Safety Inspector, Driver Engineer and Firefighter.

For the position of Prevention Battalion Chief, time in grade seniority will be calculated from the bargaining unit member's actual date of promotion to the rank of Prevention Lieutenant or assignment date to Fire Prevention Bureau as a Lieutenant or Captain.

1. Prevention Lieutenant

- Minimum of Five (5) years of full-time paid BSO/Contract City experience in the ranks of Fire Safety Inspector assigned to Fire Prevention Bureau
- State of Florida certified Firefighter and State of Florida certified Fire Safety Inspector I or II
- Certification by the Broward County Board of Rules and Appeals as a Fire Plans Examiner

2. Prevention Battalion Chief

- Eleven (11) years of full-time paid BSO/Contract City experience in the ranks of Fire Safety Inspector, Firefighter/Paramedic, Driver Engineer, Prevention Lieutenant, Lieutenant or Captain, assigned to the Fire Prevention Bureau with an Associate's Degree; three (3) of those eleven (11) years of experience must be in the ranks of Lieutenant, Prevention Lieutenant or Captain, while assigned to the Fire Prevention Bureau. A Bachelor's Degree in a job-related field can be substituted for one (1) year experience.
- Associate's Degree in Fire Science or related field.
- State of Florida certified Fire Safety Inspector II certified.
- Certification by the Broward County Board of Rules and Appeals as a Fire Plans Examiner

X. Transfer from Fire Prevention Bureau

Fire Safety Inspectors, Prevention Lieutenants, and Prevention Battalion Chiefs that desire to move to the operations side of the Department must be dual certified as a Florida State Certified Paramedic and a Florida State Certified Firefighter. They must have successfully completed the Department's designated application, selection and orientation training program and may only transfer to the position previously held in Operations or to Fire Fighter/Paramedic. Prevention Lieutenant and Prevention Battalion Chief ranks are not interchangeable with Operations Rank structure.

When a Fire Safety Inspector, Prevention Lieutenant or Prevention Battalion Chief is approved to move to the operations side of the Department, this reallocation will not be considered a promotion and the bargaining unit member will not be eligible for a promotional increase. The bargaining unit member will serve a minimum six (6) month probationary period in the new position and will have a new time in classification seniority date. If the bargaining unit member fails to perform satisfactorily the duties of a Fire Fighter/Paramedic or if the bargaining unit member desires to revert back to the Fire Prevention position, the bargaining unit member will be allowed to revert back, at the discretion of the Fire Chief, to the Fire Prevention position at the employment (probationary) status the bargaining unit member was in prior to the reallocation. The bargaining unit member's time in classification seniority date will revert to the original time in classification seniority date. However, time served in the Fire Fighter/Paramedic job classification will not count towards the initial twelve (12) month probationary period.

Personnel assigned to Fire Prevention shall only be eligible to work overtime that is specific to prevention. Fire watch details defined as Prevention eligible by the Authority Having Jurisdiction (AHJ) will be considered the exceptions. Prevention Lieutenants and Prevention Battalion Chiefs will only be eligible for "Fire Prevention" details as defined in Article 17.

This Article is not intended to replace the official job descriptions. For more detailed certification and training experience requirements refer to the official job description maintained by the Bureau of Human Resources. Any changes to the promotional requirements may be made by mutual agreement of both parties.

Y. Appointments to Exempt Command Staff Positions

It is the intent of the Sheriff that appointments to exempt command staff positions in the Fire Rescue Department shall be filled from Broward County Sheriff's Office Department of Fire Rescue employees whenever it is possible. If qualified applicants from within the Department are not appointed, the Sheriff or Fire Chief shall counsel the employee(s) not selected if requested with the Sheriff or Fire Chief at the Sheriff's discretion.

Effective August 3, 2016, current and former bargaining unit members assigned or selected for an assignment to a position outside of the bargaining unit after ratification may revert back to their last original job classification within the bargaining unit at the discretion of the Fire Chief and the former bargaining unit member, unless the employee is being removed for cause. Applies to employees in good standing at time of reversion request. When the reversion is requested

by the employee, the employees must give notice at least forty-five 45 days in advance of reversion date. In the event that a former bargaining unit member returns to their previous job classification, first consideration will be given to another qualified bargaining unit member to fill the vacancy prior to hiring from the outside. Bargaining unit members returned to their previous job classification shall have no bumping rights to their previous shift or assignment. Pay, compensation and benefits will be adjusted to fit within the appropriate job classification and pay step as solely determined by the HR Director and in consultation with the Union.

ARTICLE 11

SENIORITY

A. Types of Seniority

1. Hire date: For the purposes of this agreement, the bargaining unit member's hire date shall be deemed to begin on the actual most recent date of continuous full time paid employment with Broward County and/or the Sheriff.
2. Bargaining unit seniority: For the purposes of this agreement, all bargaining unit members' seniority shall be defined to be the length of continuous uninterrupted service while employed by either the Broward County Fire Rescue Department (BCFRD) or the Sheriff, or a contract city (as defined in the merger LOUs attached); including any documented paid uninterrupted service as Firefighters of the abolished Fire Control Sub-District, , the Port Everglades Authority, the Airport Fire Department, prior to the signing of the labor agreement, effective on May 20, 1996. The bargaining unit seniority of members reallocated from IUPA or FOPE is defined in the MOU attached. Bargaining unit members who voluntarily forfeit their certificate as a Firefighter, EMT or Paramedic, will have their bargaining unit seniority date adjusted to the date of forfeiture.
3. Time in Classification: Time in classification seniority is determined by the most recent date of Promotion. Firefighter, Paramedic or Firefighter/Paramedic (FF/PM) seniority is determined by the employee's actual date of hire as determined by Paragraph A, Section 2, Bargaining Unit Seniority.

B. Seniority List

1. The Sheriff shall maintain the official seniority list (fire/rescue) of unit members on for a total bargaining unit seniority list, as defined in Paragraph A, Section 2, and will provide the Union President with a copy of the list within a reasonable period following a request.
2. For bargaining unit members with the same hire date, seniority shall be determined by the last two (2) digits of the bargaining unit member's Social Security Number, 00-99, zero (00) being the first and ninety-nine (99) being the last. If the last two digits are the same, the next digit to the left shall be used, etc.
3. The Sheriff shall maintain one (1) seniority list of combined bargaining unit members by time in classification and one (1) list by time in classification by shift (A,B,C, Alt Duty, and Days) as defined in Paragraph A, Section 3, and will provide the Union President with a copy of the list within a reasonable period, following a request.
4. For bargaining unit members with the same promotional date, time in classification seniority will be determined by their rank on the list. If there is a need for additional seniority determination, the bargaining unit member's bargaining unit seniority date will be utilized. Should this date be the same, the seniority shall be determined by the last two (2) digits of the bargaining unit member's Social Security Number, 00-99, zero-zero (00) being first and ninety-nine (99) being last. If the last two digits are the same, the next digit to the left shall be used etc.

C. Uses of Seniority

1. "Bargaining Unit Seniority" within each rank shall be used for the purposes of selecting Annual Leave (see annual leave article).
2. "Time in Classification Seniority" shall be used for the purposes of the filling vacancies at work locations, bidding/assignments, vacated Kelly days, service level reductions (layoffs), recall from layoff.
3. **"Seniority Hired/Promoted on or/after January 1, 2003"** For bargaining unit members hired and/or promoted after January 1, 2003, "time in classification" seniority shall be one consideration in the filling of vacancies at work location and shift bidding/assignment. The Fire Chief will have sole discretion in the placement process for C.3.
4. **"Super Seniority Hired before January 1, 2003"** For bargaining unit members hired before January 1, 2003 "time in classification" seniority shall be the sole consideration for filling of vacancies at work locations and shift/bidding assignments. Members will forfeit this super seniority upon voluntarily accepting a transfer, promotion and/or new assignment. BSO shall provide the Union a list annually in January upon request.
5. **"Seaport/Airport Provision"** The "time in classification" seniority for bargaining unit members assigned to the Seaport or the Airport prior to January 1, 2003 shall be the sole consideration for bidding for the same classification within the Seaport or the Airport, respectively. These members shall not be transferred without their consent. BSO shall provide the Union a list annually in January upon request.

D. Bidding Procedures

1. Biannual system wide, position, station, or location bidding shall be based upon time in classification as set forth in the seniority article. The biannual bid cycle will occur in the months of January and July. The department will establish the classifications, the number of positions and the qualifications necessary for each position, station, or location in accordance with Article 35 - Training, Standards, and Qualifications. System wide position station or location, bidding shall be utilized to fill vacancies. Upon conclusion of the biannual bids the most senior qualified bargaining unit member on that shift shall be given the opportunity to accept or decline the remaining assignments they are eligible for. If declined, the next senior qualified bargaining unit member shall be offered the assignment. The least senior qualified bargaining unit member may not decline the assignment except for backup members assigned to Special Operations Unit and Airport Unit for bid vacancies in those units as delineated in Article 11 – 3.
2. Special assignments to be filled by the department shall be limited to a maximum of eight (8) months. If a special assignment would extend beyond eight (8) months, it shall then be considered a permanent assignment and subject to bid. The position will be posted and filled within thirty (30) days.
3. A written description of the necessary qualifications for each position (including temporary assignment) shall be developed by the department in accordance to Article 35 – TSQ and provided to the Union, prior to each bid cycle. The same criteria will be applied equally to each bidder in establishing the relative ranking. If all qualifications have been met, the most senior person will be awarded the bid (in accordance with this Article). There shall be no "Bumping Rights" applied to bids.

4. In the event a senior bargaining unit member is not awarded his/her bid request or a bargaining unit member is reassigned from his/her bid assignment as a result of the Fire Chief or Deputy Chief exercising his/her discretion in accordance with C.3 above, the Fire Chief or Deputy Chief will advise the Union and the affected bargaining unit member prior to taking such action. Upon request, bargaining unit members affected by this decision will be counseled by the Fire Chief or Deputy Chief, with a union representative present (if requested by the bargaining unit member), as to the reasons why the bid was denied or assignment changed. Any such decisions by the Fire Chief or Deputy Chief shall not be subject to the contractual grievance procedure.
5. Every effort will be made to avoid involuntary transfers and assignments. However, it is understood that on occasion involuntary transfers and assignments must be made and may be made at the discretion of the Fire Chief or Deputy Chief. Such decisions shall be discussed with the Union prior to the decision. Upon request, bargaining unit members affected by this decision (except shift balancing by least senior member) will be counseled by the Fire Chief or Deputy Chief, with a union representative present (if requested by the bargaining unit member), as to the reasons for the transfer or change in assignment. Involuntary transfers and assignments will be made from the least senior qualified bargaining unit members in the applicable job classification unless the transfer/assignment causes an operational hardship in which case the next least senior qualified bargaining unit member may be transferred or assigned. In a case where the next least senior bargaining unit member is selected, they will be given the opportunity to acquire the training to return to their prior position/assignment.
6. All vacancies that occur (due to promotions, retirements, resignations, transfers, newly created positions) will be advertised and bids will open the first Wednesday and will close the second Thursday at noon of January and July.
7. Bargaining unit positions, stations, or locations shall be bid by unit or assignment.
8. Bid assignments will become effective on the first (1st) day of February and August with the exception of bargaining unit members transferring shifts. Shift transfer bid assignments will become effective the first (1st) full pay period of February and August.
9. Management has the right to temporarily move bargaining unit members from their assigned bid for the purposes of training (training shall be clearly defined and pre-assigned by the Operations Chief or Training Division and placed into the Ops calendar) or to eliminate overtime twelve (12) times per year and unlimited times within the station. Air Rescue exception; when bargaining unit members are assigned to Air Rescue for training, a bargaining unit member can be moved from their assigned Air Rescue bid to an operational field unit for the duration of the training which will not count towards the bargaining unit members twelve (12) times per year.
10. Bargaining unit members possessing the minimum qualifications for the vacant unit or assignment shall be permitted to bid across shifts. In the event a bargaining unit members request for a voluntary shift transfer, the bargaining unit member may have their Kelly Day assignment reassigned

by the Fire Chief or Deputy Chief.

11. Bargaining unit members will not be allowed to hold two (2) bids, excluding backup positions for special operations.
12. Bargaining unit members may not bid back into their previous bid assignment unless the bid position remains vacant for one (1) complete bid cycle.

E. Layoff

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

F. Recall will be in reverse order of layoff

1. No new bargaining unit members will be hired by the Sheriff until all laid off members are offered recall or the recall list is expired. A recall list in order of layoff/seniority will be maintained by the Sheriff. In the event an entry level bargaining unit position becomes available, and a recall list currently exists, the Sheriff will recall the most senior, qualified bargaining unit member on the list.
2. Bargaining unit members to be offered recall shall be informed of the Sheriff's offer for re-employment in the form of written notice. This notice shall be mailed via registered receipt requested, to the last known address of the bargaining unit member as shown on the Sheriff's record, and is considered received by the bargaining unit member when said receipt is returned. Within ten (10) working days after a bargaining unit member receives notice (as defined above) of the Sheriff's offer for re-employment, she/he must advise the Sheriff in writing that she/he accepts re-employment and will be able to commence work on the date specified or a date mutually agreed upon.
3. Any and all re-employment rights granted to a bargaining unit member shall terminate upon such bargaining unit member's failure to accept the offered position within the allotted time or failure to respond to the Sheriff's recall notice. The recall list shall be the preferential hiring list for bargaining unit members affected by a layoff. The recall list shall remain in effect for a period of two (2) years and may be extended at the discretion of the Bureau of Human Resources Director.
4. A bargaining unit member's accumulated seniority as of the date of layoff shall be retained while on the recall list but shall not be accumulated during such period.

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

H. A bargaining unit member who requests and is granted a voluntary demotion:

1. During the probationary period shall return to the classification prior to the promotion;
2. After completion of the probationary period, he/she shall return to the classification held prior to the promotion at such time that a vacancy is created.

I. **Backup Members Assigned to Special Operations Unit and Airport Unit effective October 1, 2020.**

1. Backup members shall be selected in the same manner as team members. Each member designated to serve as a back-up Special Operations or Airport unit member shall be entitled to all of the pay and benefits as prescribed for Special Operations or Airport Team members. In addition, all members shall be scheduled to attend assigned Special Operations or Airport training as determined by the Department to maintain and develop their skills.
2. Those members who currently hold a bid position outside of Special Operations and that accept a position as a back-up Special Operations or Airport unit member understand that upon accepting this assignment that they will on occasion be reassigned from their bid station location (inclusive of the Airport, Seaport, and Cooper City) to the appropriate Special Operations or Airport station location. Such reassignment shall not count as one of their 12 (twelve) training reassignments/transfers. Whenever a vacancy in excess of four (4) hours occurs at a designated Special Operations or Airport unit, BSO shall assign an on-duty backup Special Operations or Airport unit member to fill the vacancy prior to calling overtime to assist in maintaining and developing their skills. Normal working out of class and overtime rules shall apply.
3. In the event of a bid vacancy within the permanent Special Operations or Airport unit assignments, members assigned to the back-up Special Operation or Airport unit staffing will be given the first option to accept or decline the bid in the Special Operations or Airport unit. Offers to fill the vacancy will be made by Seniority from the members with the most consecutive time currently assigned to the back-up Special Operations or Airport unit. Should all back-up Special Operations or Airport members choose not to bid, the back-up member with the most consecutive time currently assigned to the back-up Special Operations or Airport unit will be reassigned to fill the vacancy as a permanent bid until the next bid cycle. Prior to the next bid cycle posting, this member may elect not to continue in the permanent bid, and will be removed from the Special Operations or Airport Unit. The member will return to their previous bid seat if applicable. Seniority for the purpose of filing vacancies is determined by the most current consecutive time assigned to the back-up Special Operation or Airport unit.
4. All vacancies in Special Operations or Airport units shall be filled in accordance with this Article.

5. Effective October 1, 2020, a member who bids a permanent or backup Airport Operations position agrees to a one (1) year commitment in Airport unit bid.
- J. All Airport unit members shall be scheduled to attend assigned Airport training as determined by the Department to maintain and develop their skills in accordance with FAA regulations. Those members who currently hold a bid position outside of the Airport and that accept a position as a back-up Airport member understand that upon accepting this assignment that they will on occasion be reassigned from their bid station to the appropriate Airport station location. Such reassignment shall not count as one of their twelve (12) training reassignments/transfers. Bargaining unit members accepting a bid as a back-up Airport assignment shall not hold a bid on Special Operations.

ARTICLE 12

OUTSIDE EMPLOYMENT

- A. Outside employment is any paid employment performed by an employee in addition to his/her employment by the Sheriff. Any member of the Bargaining Unit who desires to perform outside employment shall do so in accordance with the Sheriff's policies and procedures manual and file a written request.
- B. Outside employment may not be approved unless the following minimum criteria are met:
 - 1. Such employment shall not interfere with the efficient performance of the employee's duties;
 - 2. Such employment shall not involve a conflict of interest or conflict with the employee's duties as determined by applicable laws and regulations or the appearance of conflict as determined by the Sheriff;
 - 3. Such employment shall not involve the performance of duties which the employee should perform as part of his/her employment with the Sheriff; (excluding approved instructional employment, e.g., Broward Fire Academy or BCC, where BSO equipment may be used).
 - 4. Such employment shall not occur during the employee's regular or assigned working hours;
 - 5. Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from his/her outside duties if and when called for bona fide emergency by the Sheriff.
- C. The Sheriff retains the right to approve and revoke its permission to engage in outside employment. Such approvals and revocations shall not be unreasonably denied.
- D. Any employee who obtains new unauthorized outside employment while on authorized leave of absence without pay automatically forfeits his or her position with the Sheriff.
- E. Volunteer fire fighting shall be considered outside employment and subject to the provisions of this Article.
- F. The Sheriff and the Union recognize that the nature of Fire/Rescue service involves certain inherent risks to the health, safety, and well-being of the employees of the Fire Rescue Department. The Sheriff and Union agree that no employees of the bargaining unit may serve as a paid or non-paid member of any other county, municipal or private agency providing emergency Fire/Rescue services and/or emergency rescue/ambulance service unless approved by both the Sheriff and the Union. This includes any non-emergency rescue/ambulance service not directly provided by the FR Department.

ARTICLE 13

HOURS OF WORK

- A. The average annual weekly hours of work for bargaining unit members shall be forty-eight (48) hours per workweek. The current shift consisting of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall remain in effect unless amended by mutual agreement of both parties. Bargaining unit members shall receive one (1) shift (24 hours) off duty every seventh (7th) shift as a time adjustment. This time adjustment shall be designated as a “Kelly Day”.
- B. The computation for pay purposes shall be based on two thousand four hundred and ninety-six (2,496) hours per year. The current bi-weekly pay period shall remain in effect unless amended by mutual agreement of both parties. All bargaining unit members shall continue to receive remuneration on a bi-weekly basis unless amended by mutual agreement of both parties.
- C. All Kelly Day assignments will be selected by “time in classification” seniority. The Fire Chief or Deputy Chief will designate all vacated Kelly Day assignments and reassignments by “time in classification” seniority annually after the August bids are awarded and prior to annual leave bids. Overflow days for additional Kelly Day assignments will be determined by “time in classification” seniority.
- D. The starting time for bargaining unit members assigned to a twenty-four (24) hour shift schedule shall be 08:00 and will remain in effect unless amended by mutual agreement of both parties.
- E. Bargaining unit members assigned to a forty (40) hour work week schedule will be assigned to work five (5) consecutive eight (8) hour days per week; or four (4) consecutive ten (10) hour days per week. The current starting times for all bargaining unit members on a forty (40) hour work schedule will remain in effect unless amended by mutual agreement by the Fire Chief and Union President. An involuntary temporary change (30 days or less) to a forty (40) hour bargaining unit member’s work schedule may occur so long as the bargaining unit member has received at least seven (7) calendar days’ notice prior to the proposed change and these schedules changes are not used in a punitive or discriminatory fashion.
- F. Special assignments may be exceptions to the standard tour of duty and the Fire Chief or Deputy Chief will strive to staff such assignments first with volunteers and then with qualified probationary employees in the needed classification. Should the number of volunteers and probationary employees be insufficient to meet the staffing requirements of such assignments, the least senior qualified employees in the needed classification may be involuntarily reassigned.
- G. A bargaining unit member who is involuntarily transferred from one (1) shift or assignment to another will receive notification of the transfer no later than seven (7) calendar days prior to the effective date of transfer and will maintain their Kelly Day assignment. In the event a bargaining unit member requests a voluntary transfer, the bargaining unit member may have their Kelly Day reassigned by the Fire Chief or Deputy Chief. Voluntary shift transfers requested by the bargaining unit member do not require a notice of transfer. In emergency situations declared by the Fire Chief or Deputy Chief, any necessary transfers will be made first from probationary employees not assigned to training, and then from the least senior employees in the affected classification.

- H. When bargaining unit members are reassigned from a forty (40) hour to a forty-eight (48) hour work schedule or a forty-eight (48) hour to a forty (40) hour work schedule, sick leave and annual leave accruals, including the rate and current balance, shall be adjusted as specified in the Annual Leave Article and the Sick Leave Article of this Agreement within three (3) pay periods.
- I. Employees covered by this Agreement who are requested to return to duty at times other than their regular schedules, except for shift exchange and time pool replacements, shall be credited with a minimum of four (4) hours, at the employee's appropriate rate of pay.
- J. Employees assigned to the Fire Prevention Bureau who are contacted by telephone for job related duties and are not required to physically report to a specified location at times other than their regular schedules, shall be compensated for a minimum two (2) hours or actual hours worked at the employee's appropriate rate of pay.
- K. Beginning with the call from the Fire Rescue Department to return to off duty work together with all hours actually worked shall constitute the maximum hours worked, during call back, for pay purposes.
- L. Bargaining unit members who hold the position of Air Rescue Helicopter Pilot may be assigned to a twelve (12) hour shift schedule.

ARTICLE 14

PROFESSIONAL STATUS

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

ARTICLE 15

WORKING OUT OF CLASSIFICATION

- A. The Sheriff agrees to make reasonable efforts to minimize the utilization of bargaining unit members working out of their classification.
- B. For all hours worked in a higher classification bargaining unit members temporarily assigned to work in a higher classification shall be paid at a rate, which is 7.5% above the bargaining unit member's current rate. Driver Engineers temporarily assigned to work in a lower classification shall maintain their current rate.
- C. Should a vacancy occur in the position of Lieutenant, BSO may fill the vacancy with an unassigned Lieutenant or Captain prior to calling for an overtime assignment. Should a vacancy occur in the position of Captain, BSO may fill the vacancy with an unassigned Lieutenant or Captain prior to calling for an overtime assignment. In the event that no Captain is assigned to a multi-company station, the senior Lieutenant assigned to that station shall receive temporary upgrade pay for the assignment. Every effort will be made to fill vacancies with on-duty personnel of the appropriate rank first.
- D. The Fire Rescue Department shall determine and select bargaining unit members to work in a higher job classification through the use of a current promotional/eligibility list.
- E. The Fire Rescue Department may determine and select up to two (2) float drivers, per shift, by least seniority, to temporarily work as a Firefighter or Firefighter/Paramedic.
- F. Temporary upgrades may not cause overtime in a lower rank/class except to avoid mandatory overtime as specified in Article 17 - Overtime.

ARTICLE 16

DRIVER ENGINEER

1. It is agreed by both parties that the classification/rank of Driver Engineer shall continue to be maintained within the bargaining unit.
2. Further, it is our mutual understanding that Driver Engineers shall be assigned to all in service engines, pumpers, tankers, c
3. rash trucks, squirts, ladder trucks, fire boats, hazardous material tractor trailer and technical rescue team tractor trailer and similar apparatus which require knowledge of pumps and hydraulics to operate.
4. As evidenced in the pay plan Appendix A, Driver Engineer immediately precedes the position of Lieutenant.
5. Driver Engineers will be utilized to operate the Hazardous Material tractor trailer and Technical Rescue Team tractor trailer unless it would result in overtime in which case any Haz Mat/TRT qualified Firefighter, who has a Commercial Driver's License (CDL) or has received similar training provided by the Department of Fire Rescue, may be assigned to the tractor trailers. If no such qualified bargaining unit member is available overtime will be called at the rank of Driver Engineer in Accordance with Article 17.

ARTICLE 17

OVERTIME

- A. In an effort to reduce overtime expenditures and promote a positive working environment, the Sheriff and the Union agree to a joint Labor/Management approach to overtime.
- B. Authorized overtime will be paid at the rate of one and one-half (1½) times a bargaining unit member's regular rate of pay.
- C. The Sheriff has established a twenty-one (21) day work period for the purpose of complying with the Fair Labor Standards Act (FLSA) for those bargaining unit members considered partially exempt under Section 207(k).
- D. Contractual Overtime will be computed on the basis of actual hours worked beyond a bargaining unit member's regularly scheduled shifts (8, 10, 12, 24) hours or other schedules established consistent with Article 13 - Hours of Work in a seven (7) day period, beginning Saturday at 12:00 a.m. and ending Friday at 11:59 p.m. of the following week. A bargaining unit member who works more hours than his/her scheduled shifts during this period will be paid overtime for the additional hours worked. Shifts paid for any authorized leave shall be computed as hours worked with the exception of sick leave and any other leaves charged to sick leave for the purpose of calculating overtime.
- E. Members of the bargaining unit who are required and/or assigned by the Sheriff to begin a consecutive work assignment at a different location immediately after being released from duty on a regularly scheduled assignment will lose no pay because of the travel between locations, as long as the bargaining unit member arrives at the second station without delay. The bargaining unit member awaiting his/her relief at the second location will be paid for the additional holdover time at the applicable rate of pay.
- F. In the event that a need for overtime should occur in the Fire Rescue Department because of scheduled leaves, sickness, or other unforeseen conditions, equal exposure of overtime scheduled fairly and equitably for bargaining unit employees, rank for rank, shall be implemented as stated in this Article.
- G. The Fire Rescue Department shall maintain a record of overtime assignments and attempts to contact bargaining unit members for overtime assignments. The Union President (or designee) shall have the right to review these records at will with reasonable notice and supplied copies when needed.
- H. Off duty employees called back to work shall be paid for actual hours worked with a minimum of four (4) hours except for shift exchange and time pool replacement. If the called back employee cannot report to his/her work assignment location within two (2) hours, the employee will only be eligible for two (2) hours of compensation beyond actual hours worked. The callback minimum shall not apply to holdovers or details. If the employee is called back to work due to his/her own failure, the employee shall not be eligible for this minimum pay.
- I. After all normal procedures for calling overtime have been followed and should an overtime vacancy remain, the Sheriff agrees to begin calling for mandatory overtime after one (1) hour prior to the shift change after utilizing the proper procedures to fill the vacancy.

- J. Bargaining unit members may elect to receive compensatory time in lieu of overtime at the employee's discretion. Compensatory time shall be accrued at the appropriate overtime rate. The bargaining unit member may use such time, based on staffing levels as determined by the Fire Chief or Deputy Chief. The Sheriff has the right to deny such compensatory time off and pay overtime instead. In any case, bargaining unit members may not carry accrued compensatory time for more than twenty-six (26) pay periods from the pay period in which it was earned, at which time the bargaining unit member will be paid for the unused accrued compensatory time. Upon promotion to an exempt non-bargaining unit job classification or separation from BSO, the bargaining unit member will be paid for all accrued, unused compensatory time at the bargaining unit member's then-existing rate of pay.
- K. The provisions of this Article shall be the official policy for overtime assignments. Overtime will be accomplished in the manner prescribed herein.
- L. Overtime will be scheduled - fairly and equitably - by means of one (1) mutually agreed upon overtime list. This list shall be in order of least number of overtime hours by job classification/qualifications.
- M. Any mandatory assignment on an official holiday will be paid at the rate of double time.
- N. All bargaining unit members who have a change in rank or classification, for any reason (including but not limited to new employees, promotions, demotions, and mergers), will have their overtime hour bank adjusted to the highest number of hours plus one (1) hour of that specific job classification. Any bargaining unit member may be called for overtime assignments of four (4) hours or less. Initial calls for operations overtime will occur from the station, battalion and off going shift, in that order, for the overtime assignment. Bargaining unit members that accept an overtime assignment for four (4) hours or less will not have the actual hours worked charged against them.
- O. Any overtime assignments less than 24 hours that are extended, will be first offered to the bargaining unit member currently filling the overtime assignment. If the bargaining unit member refuses the offer to extend their overtime assignment, the position will be filled in accordance with the proper overtime procedures.
- P. Bargaining unit members shall not be permitted to work an overtime assignment while on an approved leave.
- Q. No bargaining unit member will be contacted to work an overtime assignment after working or are scheduled to work forty-eight (48) consecutive hours excluding holdovers except for riot, extraordinary civil emergency or natural disaster.
- R. Within 15 days of contract ratification for year one (1) and between October 1st and October 15th of every year thereafter, BSO will zero the hours of all employees. When the overtime hours are zero, the new list will be established by time in classification seniority for the initial round of calls. After all employees have been called one time, calling will start with the employee with the least amount of overtime hours.
- S. Bargaining unit members required to holdover greater than two (2) hours awaiting a replacement will be recorded as a mandatory overtime assignment.

- T. Special details shall be paid at a mutually agreed upon rate determined by the Sheriff or Fire Chief and Union President.
1. **Fire Safety Inspector, Prevention Lieutenant and Prevention Battalion Chief** – Overtime opportunities will be limited to assignments within the Fire Prevention Bureau. Fire Safety Inspectors, Prevention Lieutenants and Prevention Battalion Chiefs will not be eligible to work overtime assignments of an operational (Fire/EMS) nature. Fire Safety Inspectors will only be eligible for “Fire Prevention” details. Any bargaining unit member assigned to Prevention and qualified to assignments of an operational (Fire/EMS) nature as of ratification of the collective bargaining agreement shall be considered grandfathered from this provision.
 2. **Fire Watch/Fire Prevention details** – a policy for assignment of Fire Watch details and Fire Prevention details shall be mutually agreed upon by the Fire Chief and Union President. Fire Watch/Fire Prevention detail policy may be amended by mutual agreement of the parties.
 - a. **Fire Prevention Detail** – A Fire Prevention detail shall be determined by the AHJ (Authority Having Jurisdiction) Fire Marshal or designee and will be filled by a bargaining unit member qualified and assigned to Fire Prevention Bureau.
 - b. **Fire Watch Detail** - A Fire Watch detail shall be determined by the AHJ (Authority Having Jurisdiction) Fire Marshal or designee and will be filled by a bargaining unit member who holds a State of Florida Certified Firefighter certification. This detail includes Firefighter, Firefighter/Paramedic, Driver Engineer, Lieutenant, Captain, Battalion Chief, Fire Safety Inspector Prevention Lieutenant, and Prevention Battalion Chief.

U. OVERTIME PROCEDURES

1. When filling a position with overtime becomes necessary, the process for filling said position will be governed by this Article. Once the need for an overtime assignment has been identified, the appropriate officer will initiate the automated system to call for the overtime by the following rules. If the automated system is unable to call, the officer will follow these rules manually. Overtime operations shall be determined by an Assistant Chief or higher and filled by a bargaining unit member who is qualified for the position. Minimum staffing requirements shall be taken into consideration when filling an Operations overtime assignment. This overtime includes Firefighter, Firefighter/Paramedic, Driver Engineer, Lieutenant, Captain, Battalion Chief and operations qualified bargaining unit members currently assigned to Fire Prevention Bureau as of September 30, 2021.
2. Beginning with the first name on the list, the officer will attempt to contact the bargaining unit member listed on that roster, who has the minimum qualifications of the position needed. When subsequent overtime positions are available, the roster will be followed in order, always starting with the bargaining unit member with all the needed qualifications, and the least amount of overtime hours.

3. Bargaining unit members will be permitted to “signup” for overtime through the automated system. When an overtime position is available, the automated system will contact employees on the signup list with all the needed qualifications and the least amount of overtime hours. Bargaining unit members may add or remove their name from a signup list up to two (2) hour prior to the start of shift - 0600 hours.
4. The filling of vacancies will follow this order; 1) Rank for Rank replacement from the sign-up list, 2) Utilize Captains or Lieutenants from the signup list to fill the vacancy if the vacancy is in the rank of Captain or Lieutenant, utilize Driver Engineers from the signup list to fill the vacancy if the vacancy is in the rank of FF/PM. 3) Acting Officer or Driver Engineer qualified to fill the vacancy from the signup list. In the event a 24-hour vacancy does not fill through the above step, it will be split into two (2) 12-hour vacancies (0800 – 2000 HRS and 2000 – 0800 HRS). 4) Upgrade a qualified bargaining unit member and call overtime from the rank below to fill the vacancy from the signup list, 5) If the vacancy still remains and cannot be filled in this order (1-5) then the Officer must utilize Mandatory OT to fill the vacancy (Paragraph 12 Mandatory overtime procedures).
5. Once a bargaining unit member accepts an overtime assignment, that bargaining unit member shall be placed on the list to the appropriate position based on the total number of hours worked.
6. Overtime charges will be hour for hour (i.e., a bargaining unit member cannot have over twenty-four (24) hours of charges for one (1) twenty-four (24) period).
7. Bargaining unit members shall supply the Fire Rescue Department with one (1) overtime contact number (i.e., home telephone, cellular telephone, etc.). Bargaining unit members shall maintain their own device for contact and overtime number through the automated system. If the bargaining unit member is not contacted, they will not be charged. The bargaining unit member will be allowed two (2) minutes to call back prior to contacting the next qualified bargaining unit member on the overtime assignment list. If there is no sign-up list available or if the overtime position to be filled is an immediate assignment (i.e., a unit is out of service, a bargaining unit member needs to go home sick, a bargaining unit member is on holdover, etc.,) only one (1) minute will be allowed to call back prior to contacting the next qualified bargaining unit member. Although the next bargaining unit member will be called, the position will be held open for all bargaining unit member contacted until it is filled.
8. If the bargaining unit member is on a Kelly Day, he/she can be called for an overtime assignment.
9. Bargaining unit members will be allowed to perform time swaps while on an overtime assignment.
10. In an effort to prevent the utilization of mandatory overtime assignments prior to utilizing a mandatory assignment the Fire Chief or Designee shall be permitted to call persons qualified to work in a higher classification to fill the overtime assignment in an Acting capacity. Bargaining unit members upgraded while on an overtime assignment shall be entitled to working out

of classification pay. If no bargaining unit member(s) are available to work the overtime assignment, the Department will upgrade qualified employee(s) on the shift (according to the Working Out of Classification Article), where the overtime is needed, and call overtime (as described above) for the rank/classification that was vacated by the upgrade.

11. In an effort to give bargaining unit members advanced notice, the Fire Rescue Department shall attempt to schedule regular overtime as early as possible.

12. **MANDATORY OVERTIME PROCEDURE:** After all of the procedures delineated above in this Article have been followed, the Fire Chief or Designee has the right to make mandatory overtime assignments beginning with the least senior qualified member on-duty with the least number of mandatory overtime occurrences in the running calendar year. The Fire Chief or Designee will not require the same bargaining unit member to accept an additional mandatory assignment until all bargaining unit members in the affected job classification have been called, unless during a declared emergency situation (by the Sheriff) or natural disaster. Bargaining unit members will not be mandated to work the overtime assignment if the day occurs during an approved leave or Kelly Day. The Fire Chief or Designee will limit mandatory overtime assignments to twelve (12) hours when the mandatory overtime to be filled is a full shift. When calling in mandatory overtime, the senior bargaining unit member contacted will be afforded the opportunity to select which twelve (12) hour segment of the shift they prefer to work (AM 08:00 – 20:00) or (PM 20:00 – 08:00).

13. When mandatory overtime is needed on a holiday, management will schedule the mandatory overtime assignments for the holiday at least seven (7) calendar days in advance of the vacancy or as soon thereafter as possible. Holiday for the purposes of mandatory calling is defined as all holidays listed in Article 21-3 Holiday Leave with the addition of December 23, Christmas Eve, December 26, 27, 28, 29, 30, 31 and New Year's Day.

V. The overtime procedure set forth in Subsection U of this Article can be changed by mutual agreement of the Fire Chief and the Union President and remains enforceable through the contractual grievance procedure.

ARTICLE 18

SHIFT EXCHANGE

- A. Shift exchanges are permitted for non-probationary bargaining unit members. Prior approval of a Battalion Chief with at least forty-eight (48) hours advance notice is required. Prior approval and the 48-hour notification may be waived by the Battalion Chief. If a bargaining unit member owes more than three hundred and twelve (312) hours of exchange time, to be repaid, no future exchanges of time will be approved. Exchange of times shall be repaid within one (1) rolling calendar year. This provision may be extended or waived upon written authorization and approval from the Department's Fire Chief or his/her designee. Shift exchanges for probationary employees may be permitted with prior written consent by the Assistant Chief or a higher rank.
- B. Shift exchanges shall be rank/classification for rank/classification or with bargaining unit members who are on the current eligibility list.
- C. Any bargaining unit member on duty by virtue of a shift exchange or partial shift exchange shall be entitled to the same benefits, privileges, and protections and shall assume the same responsibilities as any on-duty personnel.
- D. A replacement who leaves work early because of illness shall have the sick leave deducted from his/her bank and not from the bank accrued by the bargaining unit member originally assigned to the shift. Under other circumstances, payroll computations will not be affected by shift exchanges or partial shift exchanges.
- E. A shift exchange constitutes an even exchange and neither party becomes eligible for overtime pay because of a shift exchange and the shift exchange will not cause overtime at time of approval.
- F. Shift exchanges may not be taken in order to engage in outside employment. This provision may be waived at the discretion of the Fire Chief or Deputy Chief.
- G. A bargaining unit member who abuses this Article shall be subject to the loss of the right to exchange shifts for the period of one (1) year. Any member of the bargaining unit who agrees to exchange a shift, but fails to report to work the agreed shift, shall be subject to disciplinary action. Members of the bargaining unit are encouraged to police the practice themselves with the operational needs of the Sheriff, as well as the practical needs of their teammates in mind. Any member of the bargaining unit who agrees to exchange a shift but fails to report to work the agreed shift due to illness will first have the equivalent number of hours missed deducted from his/her sick leave accrual, and if such accrual balance is insufficient to cover the number of hours used, then the member will have his/her salary deducted accordingly.
- H. All bargaining unit members shall be permitted an early relief at the end of a shift of up to 4 hours with the approval of the Company Officer (Captain or Lieutenant).

ARTICLE 19

MINIMUM STAFFING

This article recognizes that the provision of fire rescue is governed by national practices and standards. Such practices and standards allow for the standardization of certain ranks and levels of responsibility within the fire services, specific units and the incident command ground. National standardized staffing and supervision patterns are foremost designed for safety and efficiency on the fire and incident grounds. The Department of Fire Rescue recognizes that uniformity of command and control enhances and standardizes service levels, standards, and accountability consistent with national benchmarks. Additionally, operating at proper staffing levels, throughout the ranks, allows for more efficient utilization of resources, span of control and reduction of overtime reliance. As such, the establishment of consistent supervision and rank structure throughout the organization is aligned with providing superior services and consistent results.

The organizational structure described herein provides a clear and responsive structure that will yield high accountability at all levels of the Fire Rescue Department.

Fire Units

Fire units (i.e. Engines, Ladders) will be staffed with a minimum of three (3) personnel composed of a supervisor (Captain or Lieutenant), a Driver Engineer, and a Firefighter/Paramedic.

Rescue Units

Rescue units (i.e. Advanced Life Support) will be staffed with a minimum of two (2) personnel (Florida State certified Paramedics) composed of a supervisor (Captain or Lieutenant) and a minimum of one (1) Firefighter/Paramedic. It is a mutual goal to strive for the funding by Broward County and all contract cities for all Rescue units (i.e. Advanced Life Support) to be staffed with a minimum of three (3) personnel (Florida State certified Paramedics) composed of a supervisor (Captain or Lieutenant) and a minimum of two (2) Firefighter/Paramedics. For Fiscal Year 2026/2027, the Sheriff agrees to submit and support a budget request to Broward County for a sufficient amount of personnel to meet the goals stated above for three (3) personnel on Rescue Units.

Air Rescue

Air Rescue will be staffed with a minimum of one (1) pilot one (1) supervisor (Captain or Lieutenant) and one (1) Firefighter/Paramedic or one (1) Driver Engineer. Under exigent circumstances that affect minimal staffing for this unit, the Deputy Chief of Operations or designee may adjust staffing levels to maintain Air Rescue operations. If an exigent circumstance occurs, the Union President will be notified to assist in mitigating the reduced staffing need.

Fire Stations

All Fire Stations will have a designated "Station Commander" (a Captain will be assigned to all multi-unit stations on each shift and a Lieutenant will be assigned in all single unit stations on each shift as designated above with the exception of Air Rescue) responsible for the Fire Station/Facility and all personnel assigned to the individual facility. A multi-unit Station shall be defined as two (2) or more fully staffed Fire and/or Rescue units housed in the same facility. Station Commanders will be required to assume command of emergency operations upon their arrival at incidents limited to their station compliment, or until superior operational officers arrive at larger incidents. Station Commanders will also be responsible for station inventory and all initial administrative processes pertaining to personnel assigned to their facility.

The below outlined Regional Hazardous Material Team and the Regional Technical Rescue Team are pending full implementation of the Fire Rescue Strategic Services Delivery Plan.

Regional Hazardous Materials (Haz Mat) Team

The Haz Mat team will be staffed with a minimum of seven (7) personnel composed of one (1) Captain, one (1) Lieutenant, two (2) Driver Engineers, and three (3) Firefighter/Paramedics.

Regional Technical Rescue Team (TRT)

The TRT team will be staffed with a minimum of seven (7) personnel composed of one (1) Captain, one (1) Lieutenant, two (2) Driver Engineers, and three (3) Firefighter/Paramedics.

ARTICLE 20

WAGES

The Sheriff will seek budgetary approval for the following compensation schedule for bargaining unit members. The compensation schedule is contingent upon the Sheriff receiving the requested funding for such compensation from the Broward County Board of County Commissioners and the Contract Cities. All salary changes take effect the first full pay period after the recited date in the following sections, unless otherwise specified. Anniversary dates are defined in SPM 3.11. Whenever the term straight time base rate of pay is used in this Article, it shall be construed to mean the individual employee's established salary, exclusive of overtime, holiday bonus, or any other non-salary compensation (e.g., educational reimbursement).

A. Salary Range Adjustments:

1. Effective the first full pay period after October 1, 2024, the Sheriff will provide all bargaining unit members who are employed on the date of ratification of this agreement with a pay increase of three percent (3%) of the straight time base rate of pay, excluding incentives, supplemental, or any other additional pays in accordance with Appendix A.
2. Effective Fiscal Year 2025/2026 (October 1, 2025 thru September 30, 2026), a four percent (4%) or greater pay increase to the straight time base rate of pay, excluding incentives, supplemental or any other additional pays for bargaining unit members who are employed on the date of ratification of this agreement will preclude a reopener of this article. Notice of the proposed pay increase will be made within fifteen (15) calendar days from October 1, 2025.
3. Effective Fiscal Year 2026/2027 (October 1, 2026 thru September 30, 2027), a four percent (4%) or greater pay increase to the straight time base rate of pay, excluding incentives, supplemental or any other additional pays for bargaining unit members who are employed on the date of ratification of this agreement will preclude a reopener of this article. Notice of the proposed pay increase will be made within fifteen (15) calendar days from October 1, 2026.
4. Notwithstanding the pay increases described in Sections A.2 and A.3, above, the parties agree and understand that the goal is to provide members with a comprehensive salary range adjustment in accordance with the results of the May 2024 Classification and Pay Study Report prepared by Evergreen Solutions – Exhibit 5-1A (available on the BSO Informant) where the base salary will be inclusive of Article 20, Section E – Longevity Step Plan, and Section C – Certification Pay. BSO will continue seeking budgetary approval for the additional salary range adjustments necessary to meet this goal. If the budget to meet this goal is obtained in whole or in part, the parties will reopen this article to negotiate the terms of the salary range adjustment, to include Article 32 – Safety/Health/Wellness and Article 21 – Leaves.

Both parties affirm their commitment to negotiate in good faith to reach a mutually acceptable agreement on any necessary adjustments to the terms outlined in this article.

5. Effective the first full pay period in October 2024, the salary range for the job classification of Air Rescue Helicopter Pilot will be reallocated to the salary range of the Captain. Bargaining unit members in the job classification of Air Rescue Helicopter Pilot will be slotted into the closest step in the range in accordance with Appendix A.

B. Annual Step Plan Increases:

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

C. Certification Pay:

1. **Florida State Emergency Medical Certification (EMT)**

Bargaining unit members who possess a valid Florida State Emergency Medical Certification and a valid Florida State Firefighter Certification shall be paid at a rate of five percent (5%) above their straight time base rate of pay.

2. **Dual Certification Pay:**

Bargaining unit members who possess a valid Florida State Paramedic Certification and a valid Florida State Firefighter certification shall be paid at a rate of twelve and one-half (12.5%) percent (inclusive of EMT pay) above their straight time base rate of pay except as indicated in Article 23 (A).

3. **Certified Florida State Fire Instructor**

Bargaining unit members who currently possess a valid Florida State Fire Instructor Certification and are assigned as a Fire Instructor shall be paid at a rate of two and one-half percent (2.5%) above their straight time base rate of pay. Bargaining unit members who, as of September 30, 2003, receive the supplemental pay will be grandfathered to receive the supplement, regardless of assignment, contingent upon the certification being maintained. Effective October 1, 2009, employees transitioned to the Broward Sheriff's Office will not be eligible to receive the supplement, unless they are assigned by BSO.

4. **Certified Florida State Fire Inspector**

Bargaining unit members who possess a valid Florida State Fire Inspector Certification and are assigned as a Fire Inspector shall be paid at a rate of two and one-half percent (2.5%) above their straight time base rate of pay. Bargaining unit members who, as of September 30, 2003, receive the supplemental pay will be grandfathered to continue to receive the supplement, regardless of assignment, contingent upon the certification being maintained. Effective October 1, 2009, employees transitioned to the Broward Sheriff's Office will not be eligible to receive the supplement, unless they are assigned by BSO.

5. **Certified ACLS Instructor**

Bargaining unit members who possess a valid American Heart Association, Advanced Cardiac Life Support (ACLS) or equivalent course approved by the Medical Director, Instructor card and are assigned as an ACLS instructor shall be paid at a rate of two and one-half percent (2.5%) above their straight time base rate of pay, contingent upon the certification being maintained.

6. **Certified Plans Review**

Bargaining unit members who possess a valid Broward County Fire Plans Review Certification and are assigned to perform building plan reviews shall be paid at a rate of two and one-half percent (2.5%) above their straight time base rate of pay.

7. **Certified Flight Instructor**

Effective October 12, 2019, classified Helicopter Pilots who are an authorized company Flight Instructor by the FAA (Federal Aviation Administration) and are assigned by BSO as a Flight Instructor shall be paid at a rate of two and one half (2.5%) above their straight time base rate of pay, contingent upon their Flight Instructor qualifications being maintained.

8. **EMS Captains** - will be eligible to receive certification pay for Florida State Fire Instructor two and one-half percent (2.5%) above their straight time base rate of pay and ACLS instructor two and one-half percent (2.5%) above their straight time base rate of pay.

D. Assignment Pays:

1. Bargaining unit members assigned full-time to Special Operations unit or back-up unit (e.g., Hazardous Materials Team, Technical Rescue Team, Air Rescue, Canine Search Specialist, or any other units assigned by the Sheriff) shall be paid at a rate five and one-half percent (5.5%) above their straight time base rate of pay for a Special Operations Hazardous Duty assignment allowance.
2. Effective the first full pay period after September 30, 2021, bargaining unit members permanently assigned to the Airport or hold a bid as Airport back-up personnel shall be paid at a rate of five and one-half percent (5.5%) above their straight time base rate of pay.
3. Bargaining unit members assigned as a Self-Contained Breathing Apparatus (SCBA) Technician shall be paid at a rate of five percent (5%) above their straight time base rate of pay.
4. Bargaining unit members assigned full-time to a work schedule other than 24/48 or 12 7 on/7 off shall receive an alternate assignment pay adjustment of two and one-half percent (2.5%).
5. Bargaining Unit members are to receive one (1) hour of pay for each period of eight (8) consecutive hours that they are assigned by the Department Executive Director or designee to standby duty on weekdays, weekends, and holidays, which shall be paid at their straight time base rate of pay. Employees assigned to standby duty are required to maintain a state of readiness and to respond when called to duty. In addition to the standby duty pay, employees shall be compensated for hours actually worked while

on standby, if any, at their straight time base rate of pay or premium overtime rate, whichever is applicable, consistent with the overtime provisions of the Articles on Hours of Work, and Overtime.

6. Upon proof provided by the employee, the following Educational Incentive remuneration shall be added to the current straight time base rate of pay for employees holding the following degrees.
 - Florida State Fire Officer I or Fire Science Certificate - 2.5%
 - Associate degree in Fire Science – 2.5%
 - Associate degree in an Emergency Medical Service or health related field as approved by the Fire Chief – 2.5%
 - Bachelor of Arts/Science in any Medical, Fire, or government related field as approved by the Fire Chief – 2.5% (5% effective October 1, 2023)

Bargaining unit members who are currently receiving a 5% pay differential for holding a Fire Science Certificate or associate degree in Fire Science or related degree as of September 30, 2003, shall continue to receive said pay differential. These incentives shall be cumulative; however, no employee shall be entitled to receive more than a total of seven and one-half percent (7.5%) educational incentive remuneration.

7. Bargaining unit members permanently assigned to the Communications Division shall be paid at a rate of five percent (5%) above their straight time base rate of pay.
8. Bargaining unit members shall be paid at a rate of five percent (5%) of their straight time base rate of pay for each hour worked in an on-duty status on an ALS transport unit. A partial hour at a minimum of fifteen (15) minutes shall be counted as one (1) full hour for purposes of computation on an ALS transport unit. The bargaining unit member must be in an on-duty status on an ALS transport unit for a minimum of four (4) consecutive hours in order to be eligible for such payment for each hour worked.
9. Bargaining unit members permanently assigned (excluding float personnel) to Station 106 shall receive a monthly supplement to their base salary of \$25.00 to recognize the sole route to the station that requires a toll cost incurred by the bargaining unit member. Bargaining unit members not permanently assigned or receiving the \$25.00 monthly supplement shall receive toll reimbursement for toll expenses incurred for purposes of reporting to Station 106.
10. Effective September 30, 2019, bargaining unit members assigned as a Tactical Emergency Medical Support (TEMS) also known as SWAT Medic shall receive a bi-weekly supplement to their base salary of \$25.00 to compensate for potential legal defense.
11. Bargaining unit members who are regularly assigned as Director of Operations-Aviation shall be paid at a rate of seven and one-half percent (7.5%) above their straight time base rate of pay.
12. Bargaining unit members who are regularly assigned as Chief Pilot shall be paid at a rate of seven and one-half percent (7.5%) above their straight time base rate of pay.

13. The Sheriff shall provide and pay full premiums in accordance with Florida State Statute 112.191 to include all bargaining unit members who are temporarily or permanently assigned to the helicopter or fixed wing section.
14. Effective upon contract ratification and subject to funding, bargaining unit members who are regularly assigned as an Executive Officer by the Fire Chief or designee shall receive a bi-weekly supplement of five percent (5%) of his/her current rate of pay during such period of assignment. Upon assignment to the Executive Officer position, the bargaining unit member will forfeit their current bid assignment and Kelly Day during the next bid cycle.

E. Longevity Step Plan:

Bargaining unit members after having served one year in step 9 of their current classification and have completed twelve (12) years of continuous service from their hire date, shall be entitled to move from step 9 to step 10 of the bargaining unit members current salary range on the first full pay period following the bargaining unit members anniversary date.

Bargaining unit members after having served one year in Step 10 of their current classification and have completed eighteen (18) years of continuous service from their hire date, shall be entitled to move from Step 10 to Step 11 of the bargaining unit members current salary range on the first full pay period following the bargaining unit members anniversary date.

Bargaining unit members after having served one year in Step 11 of their current classification and have completed twenty (20) years of continuous service from their hire date, shall be entitled to move from Step 11 to Step 12 of the bargaining unit members current salary range on the first full pay period following the bargaining unit members anniversary date.

Example: Firefighter/Paramedic – 12 years of service

Hire date - 2/14/2005
Anniversary date - 2/1/2017

Pay Date	Pay Period Begin Date	Pay Period End Date
2/24/2017	2/4/2017	2/17/2017

The hire date falls within the first full pay period following the anniversary date; therefore, the Firefighter/Paramedic has completed 12 years of service and would be eligible to move to the next step.

F. New Hires:

For purposes of this section, probationary status is defined within Article 9, Section B. Effective the first full pay period following contract ratification, the Sheriff shall maintain one (1) entry level pay step for newly hired bargaining unit members during their probationary period to the Pay Plan (Appendix A). The new probationary step will be identified as Step A and will be 5% below Step 1 of the

Firefighter/Paramedic range in the Pay Plan. New bargaining unit members will be hired at Step A and shall advance to Step 1 upon successful completion of the probationary period. Effective the first full pay period following contract ratification, current bargaining members on Step A will advance to Step B.

Actual savings resulting from the reduced base hourly rates shall be contributed to the Local 4321 Broward County Professional Paramedics and Fire Fighters Benefit Fund annually on January 1. This section applies to actual savings while the bargaining unit member is on Step A. Contributions to the Broward County Professional Paramedics and Fire Fighters Benefit Fund will cease upon the bargaining unit member advancing to Step 1.

G. ADVANCE VACATION PAY PROVISIONS

A bargaining unit member may request his/her accrued vacation or holiday leave pay in advance of his/her scheduled leave by submitting a request in writing (including approved leave slip) to the Finance Department, Payroll Division at least three (3) weeks prior to starting leave. This shall be limited to bargaining unit members on leave in excess of four (4) shifts or ten (10) working days for forty (40) hour employees. Advance payment for annual leave will not be granted in advance of hours earned, and the request must be made in the same fiscal year that the leave will be taken.

Bargaining unit employees can avail themselves of this section only if available and permissible by the funding source.

ARTICLE 21

LEAVE

1. Annual Leave:

- a. Full time employees who are members of the Bargaining Unit and who have successfully completed their initial hiring probationary period are eligible to take accrued annual leave. Emergency annual leave, if accrued, may be granted to probationary employees by the Fire Chief or Deputy Chief. Annual leave shall be accrued with reference to years of continuous service and is earned as of an employee's most recent date of employment. Leaves of absence without pay will not be included in the computation or accrual of annual leave.
- b. Annual leave shall be earned based upon total continuous service with County and BSO, as follows:

Length of Service	40 HR Schedule	42 HR Schedule	48 HR Schedule
Less than five years	80 hours	100.8 hours	115.2 hours
Five years, but less than 13 years	120 hours	151.2 hours	172.8 hours
13 years or more	168 hours	201.09 hours	230.4 hours

- c. If a holiday occurs while a member of the Bargaining Unit is on annual leave, that person shall receive 10% of their scheduled pay period hours as holiday bonus if assigned to 24/48 hour work schedule. An employee assigned to any eight (8) hour work schedule shall be compensated at one fifth of his/her basic weekly salary for the holiday in lieu of annual leave.
- d. Vacations are recognized to be intended for the purpose of rejuvenating both physical and mental faculties, and all unit members are urged to take advantage of this benefit on a yearly basis. Accordingly, the maximum of unused annual leave that may be carried over from one calendar year to the next shall not exceed a total of three hundred and sixty (360) hours. The date for computation of excess leave for each year will be as of December 31 each calendar year.
- e. **DROP/Retirement Exception**
Those bargaining unit members who are within one (1) year of normal retirement, or within one (1) year of the effective date of DROP participation, may exceed the 360-hour cap to a max of 596 hours of annual leave. A bargaining unit member must submit a written request at the time of his/her decision. Should the bargaining unit member not DROP or normally retire within the year of the anticipated DROP/retirement date, the bargaining unit member shall retroactively forfeit the total number of hours the bargaining

unit member was allowed to carry over above the bargaining unit member's cap.

Those bargaining unit members receiving a pay out of annual leave at the time of DROP election are eligible to be paid out up to 500 hours of annual leave. At time of separation, the bargaining unit member will be eligible to be paid out a total of 596 annual leave hours, inclusive of the annual leave hours paid out at time of electing DROP. A bargaining unit member will maintain a cap of 360 hours regardless of the payout amount elected at the time of DROP until separation.

Bargaining unit members separating under normal retirement will be eligible for a maximum payout of 596 hours of annual leave at time of separation.

- f. Annual leave bids will be accepted by the Department of Fire Rescue beginning November 1 for leave commencing any day consisting of February 1 through January 31 of the following year.
 - a. Members who have successfully completed their initial probationary period shall be eligible to take accrued annual leave.
 - b. Annual leaves are scheduled by the Fire Chief or Deputy Chief, who shall approve requests on the basis of seniority, shift and the operational needs of the department of Fire Rescue in accordance with the collective bargaining agreement.
 - c. Annual leave will be awarded based on bargaining unit seniority date as outlined in Article 11. Bargaining unit seniority dates, time in classification dates, and hire dates are maintained by the Bureau of Human Resources.
 - d. The current percentage of personnel allowed off in each rank per shift is as follows:

Battalion Chief	14%
Captain	20%
Lieutenant	14%
Driver Engineer	14%
Firefighter/Paramedic	10%
 - e. Leave requests after the bid will be approved on a first come first serve basis. Once awarded, first come first serve leave requests must be taken unless the bargaining unit member cancels at least forty-eight (48) hours in advance. Approved time off will be granted hour for hour unless the coverage requires an overtime cost, then a four (4) hour minimum is required. Leave requests less than twelve (12) hours that require mandatory overtime shall

be canceled.

- g. The following procedure will apply upon the opening of the bidding cycle commencing on November 1 of each year. Each member will submit their vacation pick on an approved bidding worksheet or via the automated system as designated by the Fire Chief or designee.
 - a. Round 1 Each bargaining unit member will be allowed to choose a block of vacation days based on bargaining unit seniority date. The bargaining unit members' first pick must be indicated in any 1-4 consecutive week block(s). If a portion or all of the bargaining unit members' first pick has already been chosen by another employee, a Fire Rescue Department designee will attempt to contact the bargaining unit member to determine if the bargaining unit member wishes to pick the remaining portion of the bid that is available.
 - b. Round 2 – The second round of picks will be in one week blocks with no restrictions. The bargaining unit member will be granted, by bargaining unit seniority date, any number of weeks, in one week increments, still available.
 - c. Once awarded, annual bids may be cancelled with a minimum of 72 hours' notice. Should the annual bid be cancelled, the entire block must be cancelled. Portions of the annual block may not be cancelled under any circumstances.
 - d. Awarded annual leave blocks will be maintained as close to the originally selected dates as the new shift schedule or assignment allows.
- h. An employee who exhausts his/her sick leave may utilize emergency annual leave to cover a continuing absence due to injury/illness.
- i. Any member of the bargaining unit who is separated in good standing from service with the Sheriff shall be compensated for all unused accrued annual leave at the employee's current base rate of pay at the time of separation. For purposes of this Article, "good standing" shall mean a bargaining unit member resigning or retiring with no charges pending.
- j. Subject to the limitations of this agreement, a bargaining unit member with excess annual leave may opt to donate up to 48 hours of such excess leave to the Union time pool on a one-time basis.

2. **Sick Leave**

- 1. Members of the bargaining unit scheduled to work 24-hour shifts shall accrue sick leave at the rate of 9.6 hours per month. Bargaining unit members assigned a normal 40-hour workweek will accrue sick leave at the rate of 8 hours per month.
- 2. Sick leave may be granted for the following purposes:
 - a. Personal illness or injury not connected with work;
 - b. Personal medical, dental, or optical appointments, examination, or treatment which is necessary during working hours;
 - c. Exposure to a contagious disease which would endanger others;

- d. Pregnancy and maternity leave; and
- 3. Family Medical Leave, under the Sheriff's Policy Manual.
- 4. A bargaining unit member who is absent for an entire shift due to illness will be debited twenty-four (24) hour's sick leave. A bargaining unit member who becomes ill during a shift and must be replaced will be debited the number of hours remaining in the shift after he/she is relieved from duty. A bargaining unit member thus relieved from duty due to illness will, nevertheless, be paid for the hours worked before he/she was relieved at his/her regular rate of pay or overtime rate of pay, whichever is applicable.
- 5. All members of the bargaining unit shall continue to be allowed to accrue an unlimited amount of sick leave which may be used for the purpose set forth in B (2) above.
- 6. **Sick Leave Payout:**
Years of service for this section shall be determined by hire date combining all BSO time, any Contract City time, any Broward County time, and any time on the DROP Plan. "Good standing" as used in this article shall be defined as a bargaining unit member resigning or retiring with no charges pending.

Zero (0) to less than Twenty (20) Years of Service

Bargaining unit members who have completed less than 20 years of service will not receive any sick leave compensation upon separation from the agency.

Twenty (20) Years of Service

Bargaining unit members leaving in good standing who have completed at least twenty (20) years of service will receive upon separation eighty percent (80%) of their unused accumulated sick leave up to a maximum of eight hundred ninety-six (896) hours, computed at the bargaining unit members' current base rate of pay.

Bargaining unit members leaving in good standing who have completed at least twenty-one (21) years of service will receive upon separation eighty four percent (84%) of their unused accumulated sick leave up to a maximum of nine hundred forty-one (941) hours, computed at the bargaining unit members' current base rate of pay.

Bargaining unit members leaving in good standing who have completed at least twenty-two (22) years of service will receive upon separation eighty eight percent (88%) of their unused accumulated sick leave up to a maximum of nine hundred eighty-six (986) hours, computed at the bargaining unit members' current base rate of pay.

Bargaining unit members leaving in good standing who have completed at least twenty-three (23) years of service will receive upon separation ninety

two percent (92%) of their unused accumulated sick leave up to a maximum of one thousand thirty-one (1031) hours, computed at the bargaining unit members' current base rate of pay.

Bargaining unit members leaving in good standing who have completed at least twenty-four (24) years of service will receive upon separation ninety six percent (96%) of their unused accumulated sick leave up to a maximum of one thousand seventy-six (1076) hours, computed at the bargaining unit members' current base rate of pay.

Effective upon this agreement being fully executed by the parties, bargaining unit members leaving in good standing who have completed at least twenty-five (25) years of service will receive their accumulated sick leave upon separation as follows:

- **Bargaining unit members working a forty (40) hour workweek schedule:** up to a maximum of one thousand one hundred sixty (1160) hours of the bargaining unit member's unused accumulated sick leave computed at one hundred percent (100%) of the bargaining unit member's current base rate of pay.
- **Bargaining unit members working a forty-two (42) hour workweek schedule:** up to a maximum of one thousand one hundred sixty (1160) hours of the bargaining unit member's unused accumulated sick leave computed at one hundred and five percent (105%) of the bargaining unit member's current base rate of pay.
- **Bargaining unit members working a forty-eight hour workweek schedule:** up to a maximum of one thousand one hundred sixty (1160) hours of the bargaining unit member's unused accumulated sick leave computed at one hundred twenty percent (120%) of the bargaining unit member's current base rate of pay.

Effective upon this agreement being fully executed by the parties, bargaining unit members leaving in good standing who have completed at least thirty (30) years of service will receive their accumulated sick leave upon separation as follows:

- **Bargaining unit members working a forty (40) hour workweek schedule:** up to a maximum of one thousand three hundred twenty (1320) hours of the bargaining unit member's unused accumulated sick leave computed at one hundred percent (100%) of the bargaining unit member's current base rate of pay.
- **Bargaining unit members working a forty-two (42) hour workweek schedule:** up to a maximum of one thousand three hundred twenty (1320) hours of the bargaining unit member's unused accumulated sick leave computed at one hundred and five percent (105%) of the bargaining unit member's current base rate of pay.
- **Bargaining unit members working a forty-eight hour workweek**

schedule: up to a maximum of one thousand three hundred twenty (1320) hours of the bargaining unit member's unused accumulated sick leave computed at one hundred twenty percent (120%) of the bargaining unit member's current base rate of pay.

7. Sick Leave Usage

- a. A medical certificate signed by a licensed Florida physician, may be required by the Fire Chief or Deputy Chief to substantiate a request for sick leave when:
 - i. After five (5) occurrences in any continuing twelve (12) month period (an occurrence means a separate unconnected illness/injury of a full shift or more), the bargaining unit member shall present a doctor's excuse for the next occurrence;
 - ii. If a supervisor suspects abuse of sick leave because of unusual circumstances or a developing pattern, (frequent sick leave usage of less than one shift in a continuing twelve (12) month period, or employee denied annual leave and subsequently claims illness,.), the Fire Chief or Deputy Chief may inform the bargaining unit member that a doctor's excuse will be required in order to "approve" any further use of sick leave.
 - iii. The illness occurred while the bargaining unit member was on annual leave and a request is made to credit sick leave instead of annual.
 - iv. If absence from duty due to illness occurs in conjunction with a Kelly Day and the bargaining unit member has been notified or warned that a certificate will be required should future illness occur in conjunction with a Kelly Day.
- b. Any bargaining unit member who is absent from work due to illness for a period of four (4) consecutive shifts or more must obtain a medical certificate signed by a licensed physician prior to being allowed to return to work. The medical certificate required hereunder may be waived at the discretion of the Fire Chief or Deputy Chief. Should it be discovered that the bargaining unit member is taking sick leave under false pretenses, the time off shall be without pay. The bargaining unit member may also be subject to disciplinary action.
- c. Any field assigned bargaining unit member who will not be able to report for an assigned shift because of illness must call the designated contact person/point on duty as soon as possible, but in any event prior to 0600 hours, failure to timely notify the Department shall result in a loss of pay and may result in disciplinary action.
- d. Should a field assigned bargaining unit member who calls in sick in compliance with Section "B" of this Article request and be able to report to duty later in the same shift, that bargaining unit member

may report to duty no earlier than 1200 hours on the same shift and no later than 2000 hours on the same shift provided he/she calls into the designated contact person/point no later than one and one-half (1 ½) hours prior to reporting time. Failure to make such contact by 1830 hours will eliminate the field assigned bargaining unit member's option to report to duty during that shift. When an overtime replacement is necessary, sick time shall be utilized at a minimum of four (4) or more hours. Established late report/AWOL procedures will apply to the requested report time on the same basis as for the normal 0800-hour report time.

- e. Any bargaining unit member utilizing sick leave either immediately before or after vacation must comply with Section (B7.a.i) of this Article and must submit a medical certificate in accordance with Section "a".
- f. Sick leave in excess of that accumulated by a bargaining unit member shall not be granted. If an illness extends beyond the period of time covered by his/her accrued sick leave credits, annual leave credits or union time pool must be applied to the extent needed or available. Days lost due to illness or injury after exhaustion of all accumulated sick and annual leave shall be charged to leave without pay. Such unpaid sick leave may not exceed three (3) months without approval of the Fire Chief or Deputy Chief.
- g. Effective August 6, 2016, full-time members, after completing thirteen (13) pay periods where no sick leave is taken, will have the option to take a bonus day or pay (straight time base rate). If the bonus day is selected it must be taken within thirteen (13) pay periods. If a bargaining unit member uses no sick leave for the immediately following thirteen (13) pay periods, the bargaining unit member has the option to take an additional two (2) bonus days or receive pay (straight time base rate). If bonus days are selected, they must be taken within 13 pay periods. Effective April 23, 2022, once the bargaining unit member receives the (2) two-day bonus, they will continue to receive the (2) two-day bonus until the bargaining unit member uses sick leave then the program starts over again with one (1) bonus day at the end of the next 13 pay periods. The maximum number of bonus days that a bargaining unit member can earn in any continuous twelve (12) month period in which no sick leave is taken is four (4) bonus days. Each thirteen (13) pay periods is measured from the last day the bargaining unit member used a sick day. Bonus days earned are not cumulative and must be taken within the terms of this section.
 - i. Bonus days will not be given to employees who do not complete 13 pay periods.
 - ii. Employees using sick leave on approved FMLA for a family member will not lose their eligibility for a bonus day.
 - iii. Calculations will be made at the end of 13 pay periods.

- h. Bargaining unit members covered by this agreement will participate in the Sheriff's Sick Leave Pool subject to the same guidelines and eligibility requirements as non-represented employees.

IAFF Sick Leave Donation Program

At the Sheriff's discretion, bargaining unit members may request sick leave donations to be provided solely by bargaining unit members within the IAFF, in addition to the current BSO sick leave pool and/or donated leave program effective August 6, 2016.

1. All requests for sick leave donations must be limited to extenuating or catastrophic circumstances and forwarded to the Fire Chief for approval prior to receiving donated sick leave. The requesting union member must have applied for the BSO donated leave program and have received denial or the maximum benefit payable prior to requesting additional sick leave donations from the IAFF Sick Leave Donation Program.
2. The maximum number of donated sick leave hours a union member may receive is three hundred thirty-six (336) hours per rolling (consecutive) 12-month period.
3. The maximum number of hours a union member may donate is forty-eight (48) hours per calendar year. The hours donated to a receiving union member will only be deducted from the donating employee's bank on an as needed basis in the order of receipt from the donated member. No hours will be allowed to be pooled for use on a future date or occurrence.
4. Donating members must have a minimum of five hundred (500) hours of sick leave accruals to be eligible to donate.

3. Holiday Leave

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

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Two (2) Floating Holidays: one (1) Floating Holiday for those members hired after June 30th for the year of hire.

Should the agency declare June 19th as an observed paid holiday, the recognition will be applied to this bargaining unit.

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

on a designated holiday shall receive premium pay for the actual hours worked between 12:00 midnight and 8:00 A.M. The employee who begins a shift on a designated holiday shall receive premium pay for the actual hours worked between 8:00 a.m. and 12:00 midnight. Members of the bargaining unit on 48-hour workweeks who do not work on a designated holiday shall receive 9.6 hours holiday bonus. All bargaining unit employees on a 40-hour workweek shall receive 9.6 hours of holiday bonus in addition to their regular 40 hour rate. A bargaining unit member who is not on approved leave and fails to work his/her scheduled shift(s) occurring on the calendar day of a holiday forfeits the holiday bonus for that holiday. Sick leave shall not constitute approved leave for purposes of this Article.

2. A bargaining unit member working mandatory overtime on a holiday shall be compensated at the rate of double time plus the holiday bonus.

4. Personal Day

Those bargaining members who are assigned to Seaport as of September 30, 2003, will be grandfathered in to receive 16 hours of personal leave. Should the bargaining unit member no longer be assigned to the Seaport, said bargaining unit member will no longer receive the grandfathered 16 hours of personal leave at any time in the future. Any unused personal leave hours will be forfeited at the end of each calendar year.

5. Bereavement Leave

1. Funeral leave of one (1) twenty-four (24) hour shift with pay will be granted for absence from duty of a bargaining unit member in the event of death in his/her immediate family, within the State of Florida, or two (2) twenty-four (24) hour shifts if outside the State of Florida.
2. Funeral leave of three (3) working days with pay will be granted for absence from duty of a bargaining unit member working a forty (40) hour week in the event of death in his/her immediate family within the State of Florida, or five (5) working days if outside the State of Florida.
3. If a bargaining unit member needs to be absent in excess of authorized time, an automatic shift exchange will be granted upon notification to the Fire Chief or Deputy Chief, or a bargaining unit member may charge up to an additional two (2) shifts to annual leave (if accrued), or to leave without pay if the bargaining unit member has no annual leave accumulated, or to the annual leave pool if approved by the Union in accordance with the Annual Leave Article.
4. The bargaining unit member's immediate family shall be defined as the bargaining unit member's current spouse, father, mother, child, brother, sister, stepparent, stepchild, stepbrother, stepsister, grandparents, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law, registered domestic partner, or any relative who is domiciled in the employee's household. In the event of the death of an individual not a relative domiciled in the bargaining unit member's household, the bargaining unit member may be granted up to two (2) shifts of emergency annual leave, if accrued, or leave

without pay if the employee has no annual leave accumulated.

5. The bargaining unit member shall provide upon request Fire Chief or Deputy Chief with sufficient proof of a death in his/her family before compensation is approved and paid.

6. **Jury Duty**

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

Bargaining unit members on a 24/48 hour schedule:

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

Bargaining unit members on 40-hour work week:

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

7. **Military Leave**

Military Leave shall be granted in accordance with the Sheriff's Policy Manual, State and Federal law.

8. **Disability Leave**

1. **On-The-Job Disability**

For on-the-job disabilities, a bargaining unit member shall have a maximum of twenty-four (24) months from date of injury or report of illness in accordance with Workers Compensation Regulations within which to return to the essential duties of the bargaining unit member's position, accept other employment with the Broward Sheriff's Office if a position is available in which the bargaining unit member is eligible, or retire from BSO.

Any bargaining unit member, who incurs an illness or is injured while acting within the scope of his or her employment, shall be entitled to disability leave with no loss in pay or benefits for the first 84 consecutive calendar days of disability and 95% pay for the following 12 month period or until the bargaining unit member returns to, or is medically able to return to, the essential duties of his/her position; is medically able to return to the essential duties of his/her position; or receives a determination that the bargaining unit member will not be able to return to the essential duties of the position, and receives Florida Retirement System disability or pension benefits.

Bargaining unit members will be permitted to supplement their disability income with accrued sick leave or annual leave, if sick leave is exhausted, up to 100% of gross pay.

2. **Light Duty Assignments (On-The-Job Disability)** – The Broward Sheriff's Office has the right to assign a bargaining unit member who incurs an illness or is injured in the line of duty to light duty status upon the recommendation of his/her physician. The assignment should be made only if there is a reasonable expectation that the bargaining unit member can return to work within sixty (60) calendar days and maintain current pay grade. Extension requests to exceed this 60-day assignment will be reviewed and considered by the Director of Human Resources Bureau, which will not exceed a total time of two (2) years. A bargaining unit member who refuses a light duty assignment will forfeit any sick leave or disability benefit to which he/she would otherwise be entitled. A bargaining unit member assigned to light duty shall suffer no loss in pay or benefits, provided that if the bargaining unit member is working at a non-twenty-four (24) hour shift position, then benefits shall accrue at the rate of non-twenty-four (24) hour shift bargaining unit members covered by this Agreement, except the bargaining unit member shall continue under high-risk pension at the time of the injury.

3. **Light and Non-Hazardous Duty Assignment (Off-The-Job Medical Conditions)** - The Fire Chief or Deputy Chief or designee may give due consideration, based on each individual circumstance, to bargaining unit members who apply for light or non-hazardous duty based on a non-job-related illness, pregnancy, a reproductive health condition, or injury. For purposes of this Agreement, non-hazardous duty provides temporary assignment for a bargaining unit member unable to perform essential job functions due to illness, pregnancy, a reproductive health condition, or injury, as such prohibit common

exposures to combat, heat and toxic chemicals. Upon reporting to light or non-hazardous duty, for non-job-related illness, pregnancy, a reproductive health condition, or injury, any time the bargaining unit member is required to attend doctor's appointment and therapy, the time away from work shall be charged to the bargaining unit member's sick leave, or accrued annual leave, if sick leave is exhausted. The Fire Chief or Deputy Chief or designee may assign a bargaining unit member to light or non-hazardous duty for a period not to exceed a total time of one (1) year, anywhere in the Broward Sheriff's Office. A 24/48 hour bargaining unit members assigned to a 40-hour light duty assignment shall be not eligible for the two- and one-half percent (2.5%) alternate duty pay supplement during the term of the light or non-hazardous duty assignment, all other certification and assignments pays shall remain unchanged during the bargaining unit members light duty assignment. Bargaining unit members holding a bid on an ALS Transport unit shall maintain the ALS Transport assignment pay for all hours worked in a light duty status.

9. **Long Term Disability**

1. BSO shall provide the following long term disability benefits for line-of-duty disability for bargaining unit members who are enrolled in FRS at the time of the injury or illness. Bargaining unit members enrolled in a Contract City Pension Plan shall receive disability benefits as defined by the Contract City Pension Plan. Should the Contract City Pension Plan benefits fall below the benefit levels established within FRS, the parties agree to supplement the Contract City Pension Plan benefit to provide a long-term disability benefit equal to those provided to bargaining unit members enrolled in FRS.

2. **Definition of Disability**

A bargaining unit member who becomes totally and permanently disabled in the line of duty, regardless of length of service, may retire from the service of the Broward Sheriff's Office if the bargaining unit member becomes totally and permanently disabled by reason of an on-the-job illness/injury when certified by two physicians. Bargaining unit members will be considered totally disabled if he or she is wholly prevented from rendering useful and efficient service as a firefighter or paramedic. A bargaining unit member will be considered permanently and totally disabled if he or she is likely to remain totally disabled continuously and permanently. For purposes of this Article, any bargaining unit member who suffers a condition or impairment of health caused by tuberculosis, heart disease, hypertension, meningococcal meningitis, or any strain of hepatitis generally recognized by the medical community, shall be presumed to have contracted such communicable disease on the job unless the contrary is shown by competent evidence.

3. **Eligibility**

Bargaining unit members covered by this agreement shall be eligible for this benefit from the first day of employment.

4. **Long Term Disability Benefit (LTD)**

A bargaining unit member seeking LTD benefits must apply for LTD benefits under the FRS or applicable Contract City Pension Plan. Bargaining Unit Members seeking a LTD benefit must apply for disability retirement benefits with FRS or their applicable contract city Pension Plan within 30 calendar days of disability determination with the assistance of BSO Bureau of Human Resources.

Bargaining unit members determined to be disabled shall have the following options available to them:

OPTION 1 – Early Retirement

Bargaining unit members who apply for LTD but are not eligible to receive any FRS disability benefits or Contract City disability benefits shall be eligible to receive a BSO LTD/FRS/Contract City early retirement benefit of sixty-five percent (65%) of the average final compensation as determined by FRS Option 1 or applicable Contract City Pension Plan. If the actual earned benefit, based upon the years of service, would be equal to or greater than the 65% minimum disability benefit, the higher benefit amount would be paid as determined under the provisions of the Florida Retirement System and applicable rules of the Florida Administrative Code or appropriate Contract City Pension Plan, and the bargaining unit member would receive no LTD benefits from BSO. The BSO retirement supplement shall be reduced by three percent (3%) on June 30 annually. The BSO supplement ends at the time the BSO supplement is reduced to zero (0).

Bargaining unit members accepting early retirement will be granted the two percent (2%) health insurance or stipend up to fifty percent (50%) for all creditable BSO service.

Option 2 – FRS/Contract City Disability Retirement

Bargaining unit members who apply for LTD and elect to receive FRS or Contract City retirement benefits shall receive an LTD that, combined with FRS/Contract City disability retirement benefits, equals sixty-five percent (65%) of the average final compensation as determined by FRS Option 1. If the actual earned benefit, based upon years of service, would be equal to or greater than the 65% minimum disability benefit, the bargaining unit member shall receive no LTD benefits from BSO. Bargaining unit members who retire from BSO under an FRS/Contract City Disability Retirement will be eligible for the 100% of the group health insurance premium to be paid by BSO.

Option 3 – BSO Employment Opportunity

In the case where a bargaining unit member chooses to elect Option 3 BSO employment opportunity, the bargaining unit member will be evaluated by a physician certified by BSO. Based upon the final determination of the physician(s) as to the bargaining unit member's capacities or restrictions for

job assignment, the Sheriff shall return the bargaining unit member to a position anywhere in BSO, with preference to available positions within the Department of Fire Rescue.

Bargaining unit members who are offered and accept a position in BSO which they are qualified for shall not receive a reduction in base pay to include assignment pays (excluding overtime and upgrade pay). Upgrade pay shall be considered inclusive for purposes of calculating base pay if the upgrade pay was continuous for a minimum of forty-five (45) days prior to the DOI. The bargaining unit member's anniversary date will be adjusted at the time of the reassignment. Bargaining unit members shall be slotted into the applicable pay range associated with the reassigned job classification. Bargaining unit members will be eligible for any applicable increases on the bargaining unit member's anniversary date. If the bargaining unit member's base pay is greater than the maximum of the pay range assigned, the bargaining unit member will be in a "red-lined" status until such time that the maximum of the pay range meets or exceeds the bargaining unit members "red-lined" base pay amount. The bargaining unit member will be eligible for any applicable compensation and/or benefits associated with the assigned job classification.

Bargaining unit members shall have thirty (30) days from the date of the offer to accept or reject the reassignment. Any bargaining unit member who accepts a reassignment shall receive an additional eleven percent (11%) supplement to base pay in lieu of Special Risk class retirement. Any bargaining unit member who accepts a reassignment shall receive 100% of the group health insurance premium paid by BSO based on the plan and level of coverage maintained at the time of injury. Any bargaining unit member who accepts a reassignment shall be added to the headcount for Article 22 Section H - Local 4321 Retiree Benefit Fund.

Bargaining unit members who chose Option 3 – BSO Employment Opportunity shall retain the right to revert back to Option 1 – Early Retirement within six (6) months. The bargaining unit member will revert back to the same classification and compensation that they were receiving when they first became eligible for Option 1.

10. Leave of Absence without Pay

1. A leave of absence without pay of up to three (3) months (90 days) may be granted, at the discretion of the Sheriff, to a full-time non-probationary Bargaining Unit Member for parenting, education, training or other personal good and sufficient reason and subject to the approval of the Sheriff or his designee. The request and approval of such leave of absence will be in writing. The leave may be extended, at the discretion of the Sheriff. If a bargaining unit member fails to return to work upon expiration of the approved term of leave, the bargaining unit member may be subject to disciplinary action in accordance with the appropriate Article of this

agreement.

2. The Sheriff will continue to maintain all insurance coverage for the Bargaining Unit Member for the first ninety (90) days of a leave of absence without pay. During any additional approved leave without pay, the bargaining unit member may elect to continue his/her insurance coverage and if so, shall be responsible to pay the premium cost.
3. Any bargaining unit member who obtains any new, unauthorized outside employment while on authorized leave of absence without pay, automatically forfeits his/her position with the Sheriff.
4. A bargaining unit member returning from leave of absence without pay shall be entitled to employment in the same Department/Office, and the same rank/class in which the bargaining unit member was employed at the beginning of the leave, and the appropriate salary.
5. During any approved leave of absence without pay in excess of thirty (30) days, no seniority shall be accumulated after the thirtieth (30th) day of leave. However, previously earned seniority shall be retained.

ARTICLE 22

INSURANCE

- A. Health and dental insurance will be provided to bargaining unit members at the costs reflected in Appendix "C".
- B. Life insurance will be provided to bargaining unit members in an amount equal to one (1) year base salary of the bargaining unit member, and the cost shall be paid by BSO.
- C. During the term of this agreement, all bargaining unit members shall be covered by the Florida State Retirement System (FRS) or the applicable Contract City Pension Plan. Any reference to the Florida Retirement System (FRS) in this collective bargaining agreement shall also be considered a reference to the appropriate contract city pension plan unless otherwise specified.
Should the benefits provided by FRS change, the union may request to reopen negotiations to address the Contract City Pension employee contribution.
- D. **Retirement Insurance**

Florida Retirement System (FRS) - The definition of normal retirement as defined by FRS applies to bargaining unit members in both the Pension Plan and the Investment Plan. The definition and requirements will apply for retirement insurance discount eligibility determination.

Contract City Pension Plan – Those bargaining unit members retiring from a contract city pension plan must meet the definition and eligibility requirements of the applicable contract city pension plan's regular retirement for retirement insurance discount eligibility determination.

Bargaining unit members who retire after October 1, 2006, and qualify for normal retirement as defined by Florida Retirement System (FRS) or by the bargaining unit member's contract city pension plan or early retirement due to disability (outlined in Article 21 Section I) shall receive a post-retirement health insurance discount benefit. Under said plan, the retiring member who is qualified for normal retirement as defined by Florida Retirement System (FRS) or by the bargaining unit member's contract city pension plan will receive two percent (2%) credit for each year of creditable service with BSO, not to include contract city time, prorated by each full month of creditable BSO service, up to a maximum of fifty percent (50%) of the total health insurance premium cost on the date of separation/retirement.

1. Bargaining Unit Members who retire on/after October 1, 2006, and who meet the requirements outlined in Section F and who do not wish to continue to participate in the BSO Group Health Insurance Benefits at time of separation/retirement from BSO may elect to receive a monthly stipend equal to the amount paid by the Sheriff as defined in Section D above utilizing the lowest cost in place at the time of retirement. The level of coverage, single or family will be determined by the single or family

coverage level maintained for the twelve (12) months directly preceding retirement. If the employee's level of coverage changed over the previous twelve (12) months from the time of separation/retirement from BSO, the employee will only be eligible to receive a stipend equal to the premium amount paid by the Sheriff as defined in Section D above utilizing the lowest single coverage cost rate in place at the time of retirement.

2. Employees who elected to continue coverage in the BSO Group Health Insurance may at a later date cancel the coverage and elect to receive a monthly stipend equal to the stipend available at the time of separation/retirement. The employee must send written notification to BSO 30 days prior to the date they wish to terminate the coverage.
 3. Employees electing the monthly stipend may not re-enroll in the BSO Group Health Insurance at a future date.
- E. Bargaining unit members transitioned to BSO on October 1, 2003, who waived medical insurance coverage and who are receiving the two hundred and fifty (\$250.00) bi-weekly Flex Dollars Supplement. At the time of retirement from BSO these bargaining unit members shall receive the monthly stipend equal to the amount paid by the Sheriff, utilizing the lowest BSO Group Health Insurance Benefit Plan HMO Single level of coverage at the time of retirement.
- F. Upon receipt of written authorization by a bargaining unit member, the Sheriff will deduct bi-weekly from that bargaining unit members wages the amount specified for the Union Benefit Fund. The Union shall indemnify and hold harmless the Sheriff from any and all claims or demands in connection therewith based upon the Sheriff's participation in the wage deduction under this Article. The Sheriff shall have no responsibility or liability for any monies once sent to the Union. Further, the Union shall hold the Sheriff harmless for any non-intentional errors in the administration of the Union Benefit Fund deduction system.

G. BSO Employment Opportunity

Bargaining unit members accepting a BSO employment opportunity due to in-line-of-duty disability will be eligible for group health insurance benefits paid by BSO based on the plan and level of coverage maintained at the time of injury. Should the bargaining unit member elect to increase their group health insurance benefit plan and/or level of coverage, the bargaining unit member will be responsible for the difference of the employee paid portion based upon the new election as outlined in Appendix C.

H. Establishment of Local 4321 Retiree Benefit Fund

Local 4321 shall establish its own retiree insurance plan to provide full or partial health and welfare insurance premiums on behalf of bargaining unit members of the Broward Sheriff's Office Department of Fire Rescue who retire on or after October 1, 2006, and meet certain other established eligibility requirements. Any and all eligibility requirements, and benefits provided will be determined solely by the Board of Trustees of the Broward County Professional Paramedics and Fire Fighters Benefit Fund ("Benefit Fund"). All bargaining unit members covered by

this agreement shall be eligible to participate in the Local 4321 Retiree Benefit Fund.

1. **BSO Contributions**

Effective October 1, 2009, BSO will make on behalf of every bargaining unit member in an active pay status a contribution equal to three percent (3%) of the then current base annual salary including all assignment pays, certification pays as set forth in the collective bargaining agreement at the time the contribution is made. The basis for calculating the contribution shall also include the employer contribution for Florida Retirement System (FRS) or Contract City.

2. **Annual Payment Schedule**

On October 1 of each fiscal year thereafter, BSO will calculate the total contribution due for the upcoming year. BSO will provide a listing of the bargaining unit members upon which the contribution is based. Local 4321 shall allow BSO thirty (30) days to make payment.

3. **Survival of Benefits**

It is understood and agreed that the contribution to the Retiree Benefit Fund provided in this Article was negotiated and agreed by both parties in lieu of a wage increase and is intended to survive as long as Local 4321 is certified as the bargaining unit representative of bargaining unit members employed by BSO. In the event of termination of the Local 4321 Retiree Benefit Fund, the wage increase specified in this article shall be added to each bargaining unit members then current base annual pay, as such base pay rate is set forth in the collective bargaining agreement between IAFF Local 4321 and BSO at the time of termination of the Local 4321 Retiree Benefit Fund.

4. **Indemnification**

BSO shall have no participation in or responsibility over plan administration. BSO is in no way a plan fiduciary. BSO's function is limited solely to the making of contributions consistent with and limited by the terms of this provision. The Union shall indemnify, and hold BSO harmless against any claim, demand, suit, or liability, and for all legal costs arising in relation to the interpretation, or administration, of the Local 4321 Retiree Benefit Fund except to the extent that BSO acts or omissions give rise to its own liability.

I. **In-Line-of-Duty Benefits**

The Sheriff agrees to provide BSO Group Health Insurance benefits to bargaining unit members and who are totally and permanently disabled as a result of an "in-line-of-duty" injury and have been approved to receive disability retirement benefits under the Florida Retirement System (FRS) or the applicable Contract City Pension Plan. Bargaining unit members receiving disability retirement benefits from either Florida Retirement System (FRS) or the applicable Contract City Pension Plan shall be entitled to 100% of the Group Health Insurance premium to be paid by BSO in accordance with Florida State Statute. Eligible employees will be insured with the current health care provider at the level of coverage enrolled

in at the time of injury.

Eligible bargaining unit members will be responsible for notifying the Broward Sheriff's Office within thirty (30) calendar days when the following occurs:

- Eligible for Medicare – Once a bargaining unit member is eligible for Medicare, the bargaining unit member's "benefit credit" will be reduced to a quarterly amount, subject to the "Medicare carve out" rate of the lowest cost of the Broward Sheriff's Office group health insurance plan. No benefit credit will be paid if the former bargaining unit member ceases to be covered under the Broward Sheriff's Office group health insurance plan.
- No longer totally disabled – The BSO Group Health Insurance benefit will cease effective the date the bargaining unit member was deemed to be no longer totally disabled as defined by FRS or the applicable Contract City Pension Plan.
- Other employment – In the event a bargaining unit member becomes employed, the BSO Group Health Insurance benefit will cease effective the date of the new employment.
- Dependent eligibility – When a bargaining unit member's covered dependent (if applicable) ceases to meet eligibility criteria. The BSO Group Health Insurance benefit will be reviewed and reduced accordingly, effective the date the dependent ceased to be eligible for coverage.
- Death – Upon death of the eligible former bargaining unit member the BSO Group Health Insurance benefit, will cease. Surviving Spouses/dependents will be permitted to continue enrollment with BSO Group Health Insurance at the actual cost to BSO if said coverage is allowable by health insurance provider.

If the former bargaining unit member fails to notify the Broward Sheriff's Office within thirty (30) calendar days of any of the events stated above, the BSO Group Health Insurance benefit will cease. The bargaining unit member and any enrolled dependents are subject to the same established conditions, exclusions and limitations of the plan they are enrolled in, as established for all other retirees.

J. Retirement Badges/Helmets

Each bargaining unit member who retires in good standing (no charges pending) upon normal retirement or disability retirement (including early retirement for disability) as defined by FRS or appropriate municipal pension plan, shall receive his/her issued helmet, USA flag, badge (suitable ID case), and identification card clearly marked "retired", including those bargaining unit members who are employed by the Sheriff's Office and are governed by a contract city pension plan.

K. Active Duty Union Member Death Benefit

In the event an Active Duty Union Member dies, the BSO will deduct forty dollars (\$40.00) from each bargaining unit member's paycheck in the next pay period. The sum total of the deductions will be made payable in one lump sum to the bargaining unit member's beneficiary on record with BSO. Should no beneficiary exist, no deductions will occur. BSO will provide the Union with a detailed accounting of all bargaining unit members included in the deductions.

ARTICLE 23

PROFESSIONAL CERTIFICATION

- A. Each member of the bargaining unit shall be personally and individually responsible for maintaining his/her certification in good standing depending upon their current classification. Any employee hired after January 1, 2003 who allows either their paramedic certification or their firefighting certification to expire, be revoked or suspended by the State will be subject to termination of employment. Additionally, if the bargaining unit member is deemed unable to perform the duties of a paramedic after ratification of this agreement, based upon a reasonable determination by the Medical Director, which cannot be arbitrary or capricious, shall lose the dual certification pay as specified in Article 20 C.2. Bargaining unit members currently receiving dual certification pay on date of ratification of this Agreement shall be grandfathered in and will continue to receive such pay.
1. Upon re-certification, any employee discharged due to lack of certification shall become eligible for preferential hiring upon the first available appropriate vacancy.
- B. The Fire Rescue Department shall provide the proper applications for individual paramedic and EMT re-certification and necessary funds required for the renewal of the certification required by State of Florida Department of Health and Emergency Medical Services Bureau.
- C. The Sheriff or Fire Chief will provide the necessary personnel and make available the continuing education credits opportunities needed for Paramedic and EMT re-certification through its Training Division. This will be at no cost to personnel.
- D. The Sheriff agrees to maintain all job-related certifications at no cost to the employee. Where an employee is required by the Sheriff or Fire Chief to attend training for job required certification/re-certification and it occurs during his/her regularly scheduled work hours, the bargaining unit member shall be excused to attend with full pay and no loss of benefits. After such training session the bargaining unit member shall return to work if during his/her normally scheduled work hours.
- E. If a bargaining unit member is required by the Sheriff, Fire Chief or Deputy Chief to attend training during normal off-duty hours, she/he shall be paid for all off-duty hours at the appropriate rate of pay. When ACLS re-certification is required to maintain the Paramedic certification, a bargaining unit member will complete the necessary course work and present the re-certification notice to the Department. The Department will take the steps necessary to implement a one-time addition of base pay, at straight time, to the individual's pay, in the amount of the hours required by the State. Further, the Sheriff will permit re-certification class tuition charges to be eligible for reimbursement under the Sheriff's Training Division. Should ACLS training be made available by the Sheriff, bargaining unit members may be required to attend such training while on-duty. If bargaining unit members are required to attend ACLS training while on duty, they are no longer eligible for the "one time addition of base pay".
- F. It is understood that if BSO offers a class, bargaining unit members will not be eligible for any type of reimbursement if the same class is taken elsewhere; except

that a bargaining unit member who receives ACLS certification outside of BSO with Medical Director approval, will be reimbursed the cost of said certification up to a maximum of \$150.00. Bargaining unit members who choose to go outside of BSO for ACLS Certification will not be entitled to any hourly remuneration/pay other than the certification reimbursement outlined herein.

- G. The Sheriff shall provide CPR re-certification to all bargaining unit members as needed.

ARTICLE 24

EDUCATIONAL REIMBURSEMENT

- A. The eligibility requirements and the amount, type and conditions precedent to obtaining reimbursement will be established by the Sheriff. Participation in this program is intended to cover undergraduate/graduate and other course work consistent with the program's guidelines that are not otherwise covered by the continuing training reimbursement program in Section B below.
- B. Educational reimbursement for continuing training for bargaining unit members will be administered by the Fire Chief or Deputy Chief. The amount of reimbursement from all sources received for continuing training such as seminars, skill improvement course, and short study program shall not exceed one hundred percent (100%).
 - 1. Written requests for reimbursement will be submitted prior to the training to the Fire Chief or Deputy Chief on the department's form for review in order to assure that the course of study is job related and will increase the knowledge or assist the production of the employee in his/her work.
 - 2. The Fire Chief or Deputy Chief will approve the requests in accordance with established criteria for reimbursement. Criteria for reimbursement shall be submitted to and approved jointly by Fire Chief or Deputy Chief and Union President or the Union President's Designee appointed by the Union President.
 - 3. All reimbursements for continuing training will be subject to the amount available in the Training Division, not to be less than \$ 125,000 per contract year. These funds shall only be made available to bargaining unit member's educational reimbursement.
- C. Any off-duty member who is required by the Sheriff to attend schools, seminars, or training activities will be compensated at his/her applicable rate of pay.
- D. Members of the Bargaining Unit may receive up to sixty (60) hours per year with pay each as educational leave to attend school, conferences or seminars of a job-related educational nature, subject to the approval of the Fire Chief or Deputy Chief. Leave will be granted hour for hour with a four (4) hour minimum and will include online classes that require mandatory time and date specific attendance/participation. Proof of required attendance, e.g. course syllabus, must be provided prior to leave approval. Educational leave hours are to be used on an annual basis and any unused hours are forfeited at the end of each calendar year.

ARTICLE 25

UNIFORMS

During the term of this Agreement, the Sheriff agrees to provide and replace the following issue of uniforms at no cost to the employee. It is the Sheriff's intent to immediately provide to each employee as needed the uniforms, accessories or protective clothing listed in this Article. However, should such uniforms, accessories or protective clothing may not be in stock at the time of hiring or promotion, the Department shall immediately process the appropriate paperwork necessary to obtain such items. The Joint Labor Management Uniform Committee (minimum of 3 members appointed by the Union and minimum of 3 members appointed by the Fire Chief) and the JOSH Committee shall have input in recommending standards and dress codes for the items provided in this Article. The Uniform Committee will meet prior to a recommended uniform change.

- A. Uniforms shall include at a minimum the following as recommended by the Joint Labor Management Uniform Committee working in conjunction with the JOSH Committee:

Standard Issue - Operations

1. Class C uniforms consisting of: 2 polo style shirts (4 polo style shirts for the rank of Battalion Chief) and 5 t-shirts (long or short sleeve at the members discretion), 7 cotton blend uniform pants
2. 1 work jacket
3. 1 class A uniform
4. 1 job shirt as requested
5. 1 pair black uniform shoes
6. 1 rain coat
7. 1 department approved head covering (as requested)
8. 1 pair uniform/exercise shorts (as requested)
9. One Parade Dress Uniform (suit and cap) for bargaining unit members at the rank of Lieutenant and above.
10. As additional funding permits, parade dress uniforms will be provided to the rank of driver engineer and firefighter.

Standard Issue 40 hour assignment

1. 5 working uniforms to be determined by the Uniform Committee and concurrence of the Fire Chief consisting of: 5 shirts (long or short sleeve at the members' discretion), 5 uniform pants (Men's or Ladies)
2. T-shirts (long or short sleeve at the members' discretion)
3. 1 work jacket
4. 1 class A uniforms
5. 1 job shirt as requested
6. 1 pair black uniform shoes/boots
7. 1 rain coat
8. 1 department approved head covering (as requested)

9. 1 pair uniform shorts (as requested)

Combat Uniform (excludes any personnel assigned to prevention who were hired as a Fire Safety Inspector and cannot bid to a combat position) shall include at a minimum the following (NFPA/OSHA Approved equipment) as recommended by the JOSH Committee):

1. 1 firefighting helmet
2. 1 complete set of turnout gear The department will maintain a cache of additional turnout gear immediately available for all on-duty personnel necessary for replacement and as designated by the on-scene OIC.
3. 1 SCBA personal face piece
4. 1 personal flashlight
5. 1 personal stethoscope
6. 1 appropriate safety strap
7. 1 pair of extrication gloves
8. 1 pair of Structural Firefighting gloves
9. 2 protective hoods

Hazardous Materials Team

1. 1 pair of Nomex flight gloves

Technical Rescue Team

1. 1 pair rappelling gloves
2. 1 extrication jumpsuit for each primary (bid) TRT team member. (Extrication Jumpsuits will only be purchased if recommended by the JOSH committee and approved by the Fire Chief or Deputy Chief).
3. 1 pair extrication gloves
4. 1 pair Technical Rescue boots. (boots will be replaced when based on wear).

Air Rescue

1. 4 Nomex flight suits
2. 1 flight helmet
3. 2 pair Nomex flight gloves

Fire Boat

1. 1 wide brim hat

Air Boat

1. 1 wide brim hat

Tactical Medics uniforms shall be issued by the BSO SWAT commander.

Additional Specialty Unit uniform recommendations made by the Joint Labor Management Uniform Committee will be reviewed and approved by the Fire Chief or Deputy Chief.

ARTICLE 26

QUARTERS

The Sheriff agrees to provide and maintain station quarters and furnishings in accordance with the Departments electronic Standard Operating Procedures. The Sheriff reserves the right to continuously upgrade the provisions of the Standard Operating Procedures relating to station quarters and furnishings. Should the Fire Chief or Deputy Chief, determine that a serious safety and health hazard exists in any station quarters/equipment, the Fire Chief or Deputy Chief may make temporary arrangements (e.g. relocation) in order to alleviate such hazards and/or properly correct same. The determination of whether serious safety and health hazards exist, as well as what temporary arrangements, if any, are appropriate shall remain with the Fire Chief or Deputy Chief.

ARTICLE 27

MAINTENANCE

- A. Members of the bargaining unit will perform normal preventative vehicle maintenance including the following:
 - 1. Checking battery water level if accessible, and maintaining at recommended operating level;
 - 2. Checking engine oil level and maintaining at recommended operating level;
 - 3. Checking fuel level and maintaining at practical and useable operating level;
 - 4. Checking tire pressure and maintaining at recommended operating level;
 - 5. Checking of transmission fluid level, if accessible, and maintaining at recommended operating level; and
 - 6. Routine cleaning of vehicle.
- B. Normal equipment maintenance will be performed by employees, including the following:
 - 1. Routine cleaning of equipment;
 - 2. Charging batteries to operating level; and
 - 3. Replacing batteries.
- C. Station duties shall consist of normal housekeeping responsibilities.
- D. Members of the bargaining unit will promptly report to their immediate supervisor any deficiency in the above or any other mechanical or physical condition of vehicles or equipment requiring maintenance or repair.
- E. Members of this bargaining unit will perform no lawn, building, or property maintenance.
- F. Members with assigned take home vehicles will be permitted one (1) car wash per week at an approved BSO contracted car wash facility.

ARTICLE 28

PERSONAL VEHICLE USAGE

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

ARTICLE 29

PARKING

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

Bargaining unit members permanently assigned/bid to the Airport Fire Station and/or as an Airport back-up members coming off shift at the Airport Fire Station and who are dropped off at the designated parking areas after 8:45 a.m. due to a Broward Sheriff's Office provided transportation delay, shall be paid in quarter hour increments for the period of delay after 8:45 a.m. Likewise, bargaining unit members permanently assigned to the Airport Fire Station and/or Airport back-up members coming on shift who arrive at the Airport Fire Station after 8:00 a.m. due to Broward Sheriff's Office provided transportation delay shall be considered on-duty as of 8:00 a.m. and paid accordingly.

ARTICLE 30

LOSS OR DAMAGE OF PERSONAL GOODS

It is recognized by the Sheriff that members of the Bargaining Unit utilize watches, hearing aids, corrective eyewear, and dentures in the performance of their duties. It is agreed that the Sheriff will replace these personal items damaged or lost in the line of duty provided adequate proof is presented to the appropriate supervisor and operations chief. It is understood that, in rare cases, other personal items may be lost or damaged, and in these cases, the Sheriff shall provide replacement, provided the individual has submitted a list of personal items used in the performance of duty to the Fire Chief or Deputy Chief for approval (on a form prepared by the Fire Chief or Deputy Chief and made available to all Bargaining Unit Members). There shall be a per occurrence limit of \$200 for watches, hearing aids, corrective eyewear, dentures, and other approved items. The total reimbursement per bargaining unit member under this Article shall not exceed \$400 per calendar year.

ARTICLE 31

OFFICE OF THE GENERAL COUNSEL

- A. Upon three (3) days advance notice to the Office of the General Counsel, an attorney provided by the Sheriff will be made available to a Member of the Bargaining Unit, subpoenaed or summoned in connection with the Member's employment, in those civil cases in which the Sheriff or the employee is a party or, in the opinion of the Executive Director of the Office of the General Counsel, a potential party. Notice may be waived by the Office of the General Counsel in unusual circumstances.
- B. Such counsel will be provided at no cost to the members of the bargaining unit.
- C. According to Florida Statutes, Section 768.28 (9), it is recognized that:
No officer, employee or agent of the state or its subdivisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event, or omission of action in the scope of his/her employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

ARTICLE 32

SAFETY / HEALTH / WELLNESS

- A. The parties agree to abide by published standards on sanitation, safety, and health in accordance with applicable Federal and State statutes or county ordinances pertaining thereto, as mutually agreed upon by the Joint Occupational Safety and Health (J.O.S.H.) Committee.
- B. Protective devices, wearing apparel, and other equipment necessary to properly protect the Bargaining Unit Members shall be provided by the Sheriff, and shall meet or exceed the level of protection currently provided to the personnel.
- C. J.O.S.H. committee shall be established and administered by Fire Rescue Administration. This Committee shall at a minimum include three (3) representatives and one (1) alternate representative appointed by the Union and three (3) representatives and one (1) alternate representative of the Fire Rescue Department's management and the Director of Risk Management or his/her designee, and additional members as mutually agreed to by both parties. One member, elected by the Committee, shall serve as the Chairperson. Chairpersonship shall be on a one-year rotating term. Fire Rescue Administration will assign a staff person to serve as the recording secretary.
- D. This committee will post in advance the scheduled dates to meet which at a minimum is quarterly each calendar year and at mutually agreed times. An unscheduled meeting may be called by the Chairperson, Union or Management. The purpose of all meetings is to discuss safety and health issues and make recommendations concerning safety and health practices of the Fire Rescue Department. The purpose of such meetings shall not be to resolve grievances or negotiate contract language. All meetings must have a quorum. A quorum constitutes two (2) representatives/alternates from management and two (2) representatives/alternates from the Union.
- E. The three (3) primary J.O.S.H. Committee members shall be permitted to attend committee meetings on duty without the use of union time pool. Off duty attendance shall be compensated at the appropriate rate of pay.
- F. The J.O.S.H. Committee shall conduct meetings for the purpose of developing and making recommendations for implementing Safety/Health/Wellness programs and shall monitor such programs for effectiveness.
- G. The J.O.S.H. Committee established by this Agreement may evaluate changes in specifications for protective clothing, equipment, tools, appliances and apparatus that relate to safety, before implementation by the Department, and may issue advisory reports to the Fire Chief concerning such changes. The Committee shall be notified in advance of any proposed changes to the above-mentioned specifications.
- H. Fire Rescue Administration shall provide administrative support for all J.O.S.H. meetings. The meeting agenda and complete accurate minutes of each meeting will be made available electronically to all Fire Rescue personnel within one (1) week of the J.O.S.H. meeting taking place.
- I. Effective October 1, 2011, two (2) bargaining unit members of the JOSH Committee will be allowed to attend the International Association of Firefighters

John P. Redmond Foundation Symposium on the Occupational Health and Hazards of the Fire Service. The BSO will provide two (2) shifts paid time off for each of the two (2) bargaining unit members to attend biennially. The BSO will provide registration costs up to a maximum of five hundred dollars (\$500.00) biennially, for each of the two (2) bargaining unit members to attend.

- J. The parties agree that the Joint Occupational Safety and Health (JOSH) Committee will be responsible to review and investigate in cases involving an injury to bargaining unit members and to make recommendations to the Fire Chief on matters of safety. JOSH committee members will be notified whenever a bargaining unit member is injured.
- K. Medical exams for all bargaining unit members will be administered every two (2) years by BSO, subject to funding, while the employee is on-duty, commencing January of 2017. Effective Fiscal Year 2026/2027, medical exams for bargaining unit members will be administered every year subject to funding while the employee is on duty. All bargaining unit employees shall be required to take the medical exam. The physical will be conducted at contracted facilities mutually agreeable to BSO and the Union and shall consist of the following minimum requirements: NFPA 1582 compliant medical exam, 12 lead EKG interpreted by a licensed Cardiologist when abnormalities are identified, Chest X-Ray as recommended by examining physician (at the employee's option), 3D Mammogram (as provided by the current group health care provider and prescribed by the bargaining unit member's physician) at the employees option, Hepatitis screening and immunization, Heavy Metal testing, Prostate Specific Antigen (PSA) test for all males age forty (40) or over and to other males as recommended by examining Physician, Ultrasound Body Scan as recommended by the examining physician.
- L. During the term of this agreement, the parties agree to discuss and consider adoption of the IAFF/IAFC Wellness Fitness Initiative project as the guidelines for employee health and wellness.
- M. BSO agrees that the results of the physical information shall remain confidential between the employee and the health care provider (s).
- N. 4321 agrees that should the results of the mandatory medical examination result in a bargaining unit member filing a workers compensation claim that the information from such physical related to the claim shall then be made available to BSO for the purpose of claim evaluation.

ARTICLE 33

VEHICLE ACCIDENTS

- A. The parties agree that the Crash Review Board (CRB) will be responsible to investigate and review Vehicular Accidents involving bargaining unit members to determine whether such accidents are preventable. This Board must review (if available) both the employee's and the supervisor's written account of the accident prior to rendering a decision. The Union President may appoint a member and an alternate to the CRB for a minimum of one year. If the member is on shift and on duty he/she will be permitted to attend the board meeting on duty without loss of pay or benefits. Off duty bargaining unit members attending said meetings shall be compensated.
- B. The bargaining unit member shall be notified and be entitled to appear with a union representative before the CRB to present his/her case regarding the accident.
- C. Disciplinary actions arising out of vehicular accidents such as suspensions shall be in accordance with Sheriff's policies and practices and handled by the Department of Fire Rescue. Such disciplinary action due to vehicular accidents shall be subject to the grievance procedure as set forth in this Agreement.

ARTICLE 34

SPECIAL OPERATIONS UNIT/AIRPORT OPERATIONS UNIT

- A. The Sheriff shall appoint a physician as the Fire Rescue Department Physician who is responsible for the implementation, monitoring, and assessment of a comprehensive medical surveillance program. This program shall be designed to conform with all laws, rules, regulations, provisions, and requirements specifically pertaining to personnel assigned to the Airport Operations Unit and Special Operations Unit (Hazardous Materials, Technical Rescue, Air Rescue, Tactical Emergency Medical Support (TEMS) also known as SWAT Medic, and other units assigned by the Sheriff or Fire Chief).
- B. The Sheriff and the Union agree to jointly develop the specifications for qualification and selection of physician(s) to conduct the Medical Surveillance Program. All medical examinations for employees assigned to the Airport Operations Unit and Special Operations Unit shall be performed by the Fire Rescue Department Physician(s) and shall be applicable to the area of assignment. Medical facilities/physicians performing the examinations may only be changed by mutual consent of both parties. At a minimum all physicians utilized shall be qualified in occupational medicine and should be Board Certified.
- C. The Occupational and Safety Health Guidance Manual for Hazardous Waste Site Activities shall guide medical examinations of bargaining unit employees assigned to the Hazardous Materials Unit. Bargaining unit employees assigned to Hazardous Materials, shall receive a medical examination that conforms to OSHA Standard 29 CFR 1910.120, "Hazardous Waste Operations and Emergency Response", §(f) "Medical Surveillance".
- D. All medical examinations shall be conducted while on duty.
 - 1. A revised medical examination form will be developed and used for reporting and findings when fire rescue members are examined pursuant to the collective bargaining agreement and Florida Law. The form will specifically state the following precaution in Physician's Comments section: **Do not disclose or mention specific diagnosis, test results or medical conditions.** Both parties shall sign-off on the revised form prior to implementation. Once implemented the form shall become a part of this Agreement and noted as such in the Appendix. Changes to the form may only be made by mutual consent of the parties.
- E. The Fire Rescue Department Physician will maintain all records, forms, and data pertaining to the medical surveillance program. No member of the Fire Rescue Department, other than the Fire Rescue Department Physician(s) shall have access to information obtained through the medical surveillance program. **All information shall remain personal and confidential unless otherwise authorized by the employee.** The only information initially available to the Human Resources Bureau will be whether or not employees are qualified or not qualified for duty. **The Human Resources Bureau shall only be entitled to additional information after a Worker's Compensation claim has been filed.** If the medical examination is specifically related to an Airport or Special Operations Unit Assignment, the only information provided to the Human Resources Bureau will be whether or not employees are qualified or not qualified for that specific special assignment.
- F. Employees who are determined to be not qualified may be deemed by the Fire Rescue Department Physician to have suffered the injury/illness as a result of their assignment to the Airport or Special Operations Unit and shall receive coverage under Worker's

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

- G. If the Fire Rescue Department Physician finds an employee not qualified, the employee has the right to be examined by another physician of their choice at the employee's expense. Should the findings between the Fire Rescue Department Physician and the employee's physician conflict, a third and independent physician will make the final and binding determination. The Fire Rescue Department Physician and the employee's physician shall jointly select and appoint this third independent physician at the Sheriff's expense.
- H. Employees assigned to light duty for up to 120 days shall not lose the Airport Unit or Special Operations Unit assignment pay.
- I. Upon clearance from the Fire Rescue Department Physician the employee shall be returned to duty at their Airport or Special Operations Duty assignment or reassigned to a Regular Duty assignment.
- J. Any employee resigning or voluntarily leaving an Airport or Special Operations Unit assignment shall have an exit physical within 60 days.
- K. For the purposes of this Article, a member will receive any applicable assignment pay on the first full pay period after the medical physician has deemed the individual qualified and the member has informed their immediate supervisor, via email, to process the Fire Rescue Supplemental Pay Action Form. An Airport Unit member will receive any applicable assignment pay on the first full pay period after the individual has fulfilled all the training and qualification requirements for Airport Unit assignment eligibility after the medical physician has deemed the individual qualified and the member has informed their immediate supervisor, via email, to process the Fire Rescue Supplemental Pay Action Form.
- L. The Broward Sheriff's Office is desirous of maintaining the Special Operations program of Tactical Emergency Medical Support (TEMS). This program would provide the close, comprehensive out of hospital medical support of law enforcement tactical teams during training and special operations. This program would utilize DFRES (Department of Fire Rescue and Emergency Services) employees to support DLE (Department of Law Enforcement) SWAT operations.

This program will utilize existing resources and employees during implementation and it is understood by both parties that the Sheriff and Local 4321 will seek to secure funding from the Board of County Commissioners under the Regional Services Delivery Plan to make this an additional regional asset due to its proven need in Broward County.

Since this program will utilize existing employees on various units and assignments it will have no impact on station bids. However, if an employee qualifies for this program and is on an existing Special Operations unit (i.e. Haz Mat, TRT, Air Rescue), the employee will be given a choice to remain on their existing team or to accept a position on the TEMS team. The employee cannot be assigned to two Special Operations team.

The department will maintain up to 12 TEMS members and strive to equally disperse them across all shifts. Employees requesting consideration for the TEMS team understand this may result in a shift change in order to balance the team. Any application to the TEMS program will serve as employee consent for transfer, shift change, assignment or reassignment by the employee.

ARTICLE 35

TRAINING STANDARDS AND QUALIFICATIONS COMMITTEE

- A. The Sheriff and the Union shall establish a joint Training, Standards and Qualifications (TSQ) committee made up of six (6) members: three (3) members appointed by the Union; three (3) members appointed by the Management; and any other members mutually agreed upon by the Fire Chief and the Union.
- B. The TSQ committee shall make recommendations to the Fire Chief or designee on the implementation of minimum training standards, qualifications, assignments, and bids.
- C. The TSQ committee shall review and make recommendations on all proposed changes to these standards and qualifications before they are implemented. Once implemented, these standards and qualifications may not be changed before the completion of a minimum of six (6) months. Refer to the most recent approved TSQ document.
- D. The TSQ Committee shall meet annually in January and as requested by the Fire Chief or Union President.

ARTICLE 36

PERFORMANCE REVIEW

The Union understands that employees may be evaluated by their immediate supervisors and reviewed at higher levels. An employee receiving a performance evaluation may attach any comments that they desire to the evaluation form. Only disciplinary action as a result of a performance evaluation may be grieved in accordance with Grievance and Arbitration Procedure Article of this agreement. Probationary employees shall receive a performance evaluation each shift while on probation.

ARTICLE 37

GRIEVANCES AND ARBITRATION

- A. It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. This grievance procedure is the exclusive method of resolving disputes relating to the application and interpretation of this Agreement. The Sheriff reserves the right to discipline, demote, suspend, or discharge a permanent full-time employee for just causes; and such action shall be subject to the grievance procedure. An employee may request the presence of a union representative at an interview they feel may lead to disciplinary action. Such interview shall be conducted at a reasonable time. All bargaining unit employees shall be subject to the Firefighter's Bill of Rights.
- B. Grievances will be processed in the manner provided in Section C of this Article. Notwithstanding the procedures provided in Section C, upon mutual written consent, the Union and Sheriff may agree to expedite the grievance to a higher step or to proceed to arbitration.
- C. **Grievance Process:**
1. Except as otherwise provided in Section G.6 of this Article, union grievances involving the interpretation or application of any term or provision of this Agreement shall be initiated at Step 1 of the grievance process, unless agreed to by the parties otherwise. Prior to the Union initiating a formal grievance pertaining to the interpretation or application of any term or provision of this Agreement, the affected employee or his representative must discuss the alleged grievance with their most immediate supervisor who is outside the bargaining unit. The Union will make a good faith effort to provide a copy of the grievance to the Office of the General Counsel. Failure to provide such copy shall not raise of a claim of procedural arbitrability.
 2. Union grievances involving discipline will proceed directly to the Fire Chief or designee at Step 2 of the grievance process.
 3. Sheriff grievances involving the interpretation or application of any term or provision of this Agreement shall be initiated at Step 2 of the grievance process, unless agreed to by the parties otherwise. Prior to initiating a formal grievance pertaining to the interpretation or application of any term or provision of this Agreement, the Sheriff or designee must discuss the alleged grievance with the Union President.
- D. **Grievance Steps:**
- Step 1.** A written grievance initiated by the Union or a bargaining unit member must be presented on a grievance form provided by the Sheriff within thirty (30) calendar days from the date the employee knew or should have known of the events given rise to an alleged grievance. Upon receipt of a written grievance, the Deputy Chief shall investigate the facts and conduct a meeting within ten (10) working days with the grievant, Union, Fire Rescue personnel and any other persons possessing knowledge considered critical by the Deputy Chief. The Union will be notified by the Fire Rescue Department of the time and place of such a meeting and shall be entitled to attend. The grievant may be accompanied at this meeting by a Union representative. The Deputy Chief shall notify the grievant and the Union of the

decision in writing within ten (10) working days following the date of the meeting. If no decision is rendered within this time period, including any extensions of the time period in writing, the grievance will automatically advance to the next step.

Step 2. Fire Chief Review

a. If a Union grievance is not resolved at Step 1 - Initial Review, the grievance must be forwarded by the Union to the Fire Chief, or designee, within ten (10) working days of the Step 1 decision. If there was no Step 1 response, the grievance shall be deemed received by the Fire Chief, or designee, on the tenth working day from the date the Step 1 response was due. If the grievance involves discipline, the grievance must be forwarded to the Fire Chief or designee within ten (10) working days of the notice of final discipline. The Fire Chief shall investigate the facts and conduct a meeting within ten (10) working days with the grievant, Union, Fire Rescue personnel and any other persons possessing knowledge considered critical by the Fire Chief and notify the Union of the Step 2 decision in writing within ten (10) working days following the date of the Step 2 meeting. If no decision is rendered within this time period, including any extensions of the time period in writing, the grievance will automatically advance to the next step.

b. The Fire Chief or designee will submit formal grievances involving the interpretation or application of any term or provision of this Agreement in writing to the Union President, or designee. The Union will review the grievance and submit a written response to the Fire Chief or designee within ten (10) working days of receipt of the grievance. If no response is received within this time period, including any extensions of the time period in writing, the grievance will automatically advance to the next step.

Step 3 - Arbitration In the event that the aggrieved party is not satisfied with the decision of Step 2, or if no Step 2 response was provided, the aggrieved party may demand arbitration. Notice of this demand shall be presented in writing to the other party within ten (10) working days of the date of receipt of the Step 2 response, or if no Step 2 response was provided within ten (10) working days of receipt of either a written notice to the aggrieved party that no Step 2 response will be provided, or a written notice from the aggrieved party that the time for providing the Step 2 response has expired, whichever is earlier. The notice of the demand shall include a written statement of the position of the appealing party with respect to the arbitratable issue(s) as well as a designation of the article(s) of the Agreement allegedly violated. Notice to the Sheriff shall be addressed to the Fire Chief or designee, with a copy to the General Counsel. Notice to the Union shall be addressed to the Union President with a copy to the Vice Presidents.

Arbitrator Panel Selection: An arbitrator shall be selected from a panel of three arbitrators. The panel of arbitrators shall be established from a panel of at least fifteen (15) arbitrators as forwarded by the AAA (American Arbitration Association) limited to arbitrators in the State of Florida, unless otherwise agreed upon by Counsel. From this panel, a smaller panel of three (3) shall be placed in random order who will serve as the arbitrators. An arbitrator, after selection, shall be placed in the third position on the list and the arbitrator originally listed second will become the next arbitrator assigned. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the grievance. The

decision of the arbitrator will be served upon the Sheriff and the Union in writing. **Arbitration Expenses:** The expenses of the arbitrator shall be shared equally by both parties. Each party shall be exclusively responsible for compensating its own representative(s) and witnesses. If a court reporter or verbatim record of the proceeding is desired, the expenses of the reporter shall be paid by the party requesting such. Each party shall pay for its own transcription fees. All arbitration hearings shall be held at a location mutually agreed to by the parties.

- E. The Union and the Sheriff shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator 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 confine his consideration and determination to the written statement of the grievance presented in Step 3 of the grievance procedures as well as the Sheriff's response to same. The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. The decision of the arbitrator is final and binding on both parties. The arbitrator shall not be empowered to alter, amend, add to, or eliminate any provisions of this Collective Bargaining Agreement. No decision of any arbitrator or of the Sheriff in one (1) case shall create a basis for retroactive adjustments with reference to any prior occurrences not a part of the grievance.
- F. All claims for back wages shall be limited to the amount of wages that the grievant otherwise would have earned from the Sheriff, less any unemployment compensation or compensation from other sources (excluding approved outside employment pursuant to the Outside Employment Article that he/she may or might have received during the period for which the back pay was awarded.
- G. All bargaining unit members shall use the grievance procedure specified in the Grievance and Arbitration procedure Article regardless of Union membership or lack thereof. If the Union waives the right to process a grievance for a unit employee who is not a member of the Union, the employee may process such grievance through the procedure specified in the Grievance and Arbitration procedure Article without Union participation.

The parties agree to abide by the following rules in the processing of grievances:

1. The time limits provided in this Article shall be observed and may be extended only by mutual written agreement of the Union President or his/her designee and the Sheriff Representative for the Step to be affected. However, a moratorium will be observed annually by the parties during winter holiday season. The moratorium will commence every December 23 through January 4. If January 4 falls on Saturday or Sunday, the moratorium will be extended until the end of the next day which is not a weekend day. During the moratorium period all grievance time limits shall be tolled.
2. A grievance presented to the Sheriff shall be dated and signed by the aggrieved employee and/or Union representative presenting it. A decision rendered shall be written to the aggrieved employee with a copy sent to the Union and shall be dated and signed by the Sheriff Representative at the Step.
3. A grievance not advanced to the higher Step within the time limit shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given.
4. In computing time limits under this Article, Saturdays, Sundays and Holidays shall not be counted. For the purposes of this Article, the Term "working days" is defined as Monday through Friday.

5. When a grievance is reduced in writing, there shall be set forth in the space provided on the grievance form to be provided by the Sheriff all of the following:
 - a. Complete statement of the grievance and the facts upon which it is based,
 - b. The section or sections of this agreement claim to have been violated, and
 - c. The remedy or correction requested.
6. If a grievance arises from the action of an official higher than the immediate supervisor outside of the bargaining unit, then the grievance may be filed with the Fire Chief or designee at Step 2.

COMPLAINT INVESTIGATION FOR DISCIPLINARY MATTERS:

A. Receipt of Complaint:

1. A complaint can emanate from a variety of sources. If the complaint is received by subordinate Fire Rescue command, the complaint taker will immediately notify the appropriate Assistant Chief or higher, who will immediately contact the complainant. BSO and IAFF jointly recognize FS 401.425, Emergency Medical Services Quality Assurance.
2. If the matter cannot be resolved through discussion with the complainant or there appears to be misconduct, the Deputy Chief will assign a Fire Rescue staff officer who will coordinate the investigation following the procedures detailed in this Article.
3. If the complaint is made directly to Internal Affairs, it will be evaluated and forwarded to Fire Rescue for the assignment of the appropriate Fire Rescue staff officer to coordinate the investigation from the Fire Rescue Department in conjunction with Internal Affairs as required by this Article.
4. BSO will accept all complaints, regardless of form, including, but not limited to:
 - a. Anonymous complaint
 - b. Third-party complaint
 - c. Written complaint
 - d. Complaint from any and all possible sources

B. Evaluation of Complaints

1. The Fire Chief or designee will review the complaint received and determine whether the matter will be investigated by Fire Rescue command or Internal Affairs.
2. Fire Rescue will request Internal Affairs to conduct an internal investigation on all criminal complaints against members of the Fire Rescue Department, and/or any other case which in the opinion of the Fire Chief warrants the services of Internal Affairs. A coordinating staff officer from Fire Rescue will be assigned to all cases to facilitate the investigation.

C. Investigations Conducted by Department of Fire Rescue and Emergency Services:

1. Any investigation or preliminary investigative inquiry referred to Fire Rescue for investigation by Internal Affairs will be thorough and sufficiently comprehensive to provide command the necessary information to determine if misconduct occurred.
2. Preliminary investigative inquiry investigations will be completed by Fire Rescue's Staff Coordinating Officer using a BSO internal memo form and forwarded back to Internal Affairs for filing.
3. Internal Affairs cases will be completed using the Internal Affairs cases format, which can be obtained by contacting Internal Affairs.
4. All interviews with complainants and witnesses will be documented via an audio-recorded statement or written statement. If the witness or victim refuses to provide a statement, this will be documented in the investigator's report. A Fire Rescue Staff Coordinating Officer will be present at all interviews with complainants and witnesses in all cases related to Fire Rescue personnel except when in the opinion of the commander of Internal Affairs and the Fire Chief, the presence of the Fire Rescue Staff Coordinating Officer would hinder or compromise the investigation.
5. All necessary evidence will be obtained. Any questions regarding the necessity of such evidence or legality of obtaining it should be submitted to Internal Affairs.

D. Investigative Statements:

1. Statement will be identified as witness statements or subject employee statements.
2. Internal Affairs and Fire Rescue's Staff Coordinating Officer will notify the Assistant Chief or higher of the need to take a witness statement.
3. All sworn personnel will be subject to the Firefighters' Bill of Rights, FS 112.80, et seq.
4. The Union and bargaining unit member will be provided with all documentation, recordings, evidence, and investigative reports prior to an employee "subject statement."

E. Resolution of Investigations

1. Preliminary Investigative Inquiry:

- a. If the investigation reveals no misconduct, this conclusion will be reflected in the investigator's memo. If Fire Rescue chain of command concurs, the matter will be closed. The original Preliminary Investigative Inquiry Form must be completed and forwarded with the investigator's memo to Internal Affairs for filing.
- b. If the investigation reveals misconduct, the appropriate Assistant Chief or higher will request an Internal Affairs Case number and the investigative findings will be placed into the appropriate format and forwarded through Fire Rescue chain of command for disposition.

2. Internal Affairs Case:

- a. Completed investigations conducted by both the Department of Fire Rescue and Emergency Services and Internal Affairs will be forwarded to the Fire Chief for disposition. The employee will be offered a "Bill of Rights" hearing to review the charge and make recommendations in accordance with Florida law.
- b. In accordance with the provisions of Sheriff's Policy Manual, the Fire Chief will render a finding of sustained, not sustained, unfounded, or exonerated.
- c. If the allegation is sustained, the Sheriff or Fire Chief will impose discipline.
- d. The subject employee may appeal the discipline through the grievance procedure set forth in this Article.

3. Discipline:

- a. BSO allows the possibility of dealing with minor misconduct issues through counseling instead of formal discipline. Such action will be documented on a Counseling Report (BSO A#55). All Counseling Reports (BSO A#55) are not considered discipline and will be removed from the member's file after one (1) year.
- b. The Fire Chief may sustain an allegation of misconduct and issue a Counseling Report to an employee instead of imposing discipline.
- c. All policies stated in the Sheriff's Policy Manual regarding counseling will apply.

F. Use of Force:

1. The Sheriff's Policy Manual governs the use of force and accountability standards applied to the use of force. While Fire Rescue staff do not routinely use force, there will be instances where staff will be forced to deal with a combative patient or person at an incident scene.

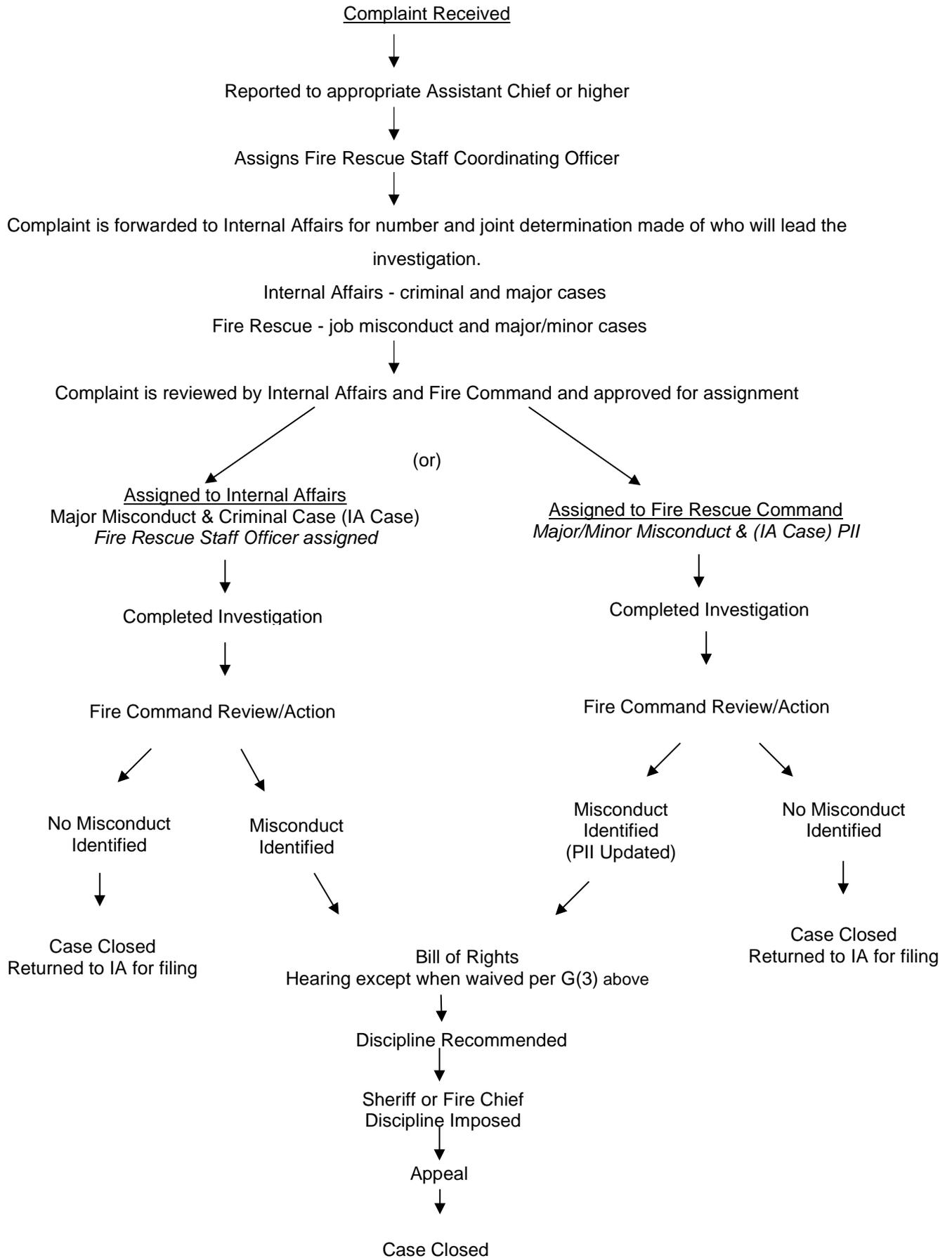
G. Bill of Rights Hearing:

1. The Fire Chief may convene a proceeding known as a "Bill of Rights Hearing" to assist in resolving misconduct issues referred to Fire Rescue command for investigation.
2. The hearing panel, consisting of three managers assigned by the Fire Chief, will take testimony from the subject employee in a manner consistent with the requirements of FS 112.80 et seq., reviews other testimony and evidence, and renders an opinion on the merits of the case to the Fire Chief.
3. A "Bill of Rights Hearing" shall be convened for all Internal Affairs cases except when waived by the Fire Command and the Union

H. Notice of Disciplinary Action:

1. Florida Administrative Code Section 69A-37.0385 requires the Bureau of Fire Standards and Training to be notified, via Notice of Termination as a Firefighter Rev 3-01 Form DFS-K4-1033, within 10 days when a firefighter is terminated for any reason.
 - a. The Medical Director is required to comply with FS 401.265 when reporting misconduct to the Florida Department of Health, Bureau of Emergency Medical Services. Disciplinary action for Emergency Medical Technicians and Paramedics is defined in FS 401.411.

- I. **Flow Chart:** The following chart depicts the flow of complaints within the Department of Fire Rescue and Emergency Services: (continued on next page)



ARTICLE 38

AMERICANS WITH DISABILITIES ACT (ADA)

BSO may be required to take certain actions to comply with the Americans with Disabilities Act (ADA). These actions may be required to be maintained as confidential under the ADA, yet impact upon bargaining unit members covered by this Agreement. Accordingly, BSO is permitted to take such action(s) in compliance with the ADA requirements without disclosure to the Union or any affected bargaining unit member. In that event, no action taken by BSO, in compliance with ADA, is subject to the grievance procedure herein.

- A. The Union may request bargaining unit members to execute written waivers of the confidentiality requirements of the ADA and provide a copy of those waivers to BSO. In case of waiver, the provisions of this Article regarding access to the grievance procedure shall not apply.
- B. The parties agree to be bound by any subsequent federal regulations or interpretive guidelines as to the application of the ADA, which apply in the context of collective bargaining.

ARTICLE 39

DRUG AND ALCOHOL TESTING

- A. BSO has implemented a Drug and Alcohol-Free Workplace Policy and Work Rules, presently outlined in the Sheriff's Policy Manual (SPM), in accordance with the provisions of the Florida Drug-Free Workplace Program, as provided in Fla. Stat. Section 440.102 (2015) and other applicable law. BSO and the Union agree that if Section 440.102, Florida Statutes, is amended during the term of this agreement with regard to the medical use of cannabis, the parties will reopen and negotiate this Article with regard to any such amendments. The Policy is incorporated herein as a part of this Agreement. BSO's Policy prohibits illegal use of drugs and alcohol abuse, which might affect the bargaining unit member in the performance of his/her duties. This Policy gives BSO the right to test bargaining unit members under certain circumstances. All bargaining unit members must comply with the requirements of the Policy. Failure to timely comply with this Policy by any bargaining unit member will be grounds for immediate disciplinary action, up to and including discharge from the agency.
- B. The Policy is available to all current employees electronically on the BSO Informant.
- C. In the event that legislation and/or administrative regulations are enacted which amend, supplement or alter in any way the requirements set forth in the Florida Drug-Free Workplace Program, or which may enable BSO to reduce the cost or limit the increase in the cost of health, life, liability or workers compensation insurance premiums, BSO may change the Policy to comply with such legislation and/or administrative regulations. BSO will inform the Union in writing prior to implementing any such change(s) in the Policy.

ARTICLE 40

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of the foregoing, the parties agree to renegotiate a replacement provision, after written notice.

ARTICLE 41

TERM OF AGREEMENT

Once ratified, the provisions of this agreement shall become effective October 1, 2024 through September 30, 2027 unless otherwise provided in this agreement. The parties agree to reopen Article 20 – Wages during the term of this agreement in accordance with the terms set forth in Article 20 A.2 and A.3 and all other provisions shall remain in effect through September 30, 2027. Further, the parties understand that the Sheriff is developing a physical fitness program for all sworn and/or certified first responders, based upon specific job descriptions. Once the physical fitness program for members of this bargaining unit is developed, there will be a reopener on the implementation of the program.

The parties agree that expeditious labor negotiations benefit both parties. No later than March 1 in the year of contract expiration, either party may give notice of its intention to renegotiate the agreement or specific articles thereof. Any party providing notice of intent to renegotiate must provide written initial proposals by April 15. The parties shall set the opening negotiation session no later than May 1. In the month of February in the year of contract expiration, but no later than ten (10) business days prior to March 1, the Union will provide notice of this paragraph. If the Union does not provide notice, then the requirements of this paragraph are not applicable.

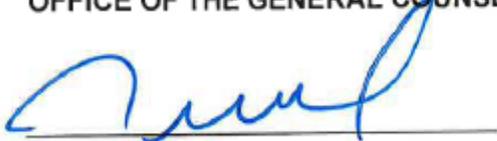
GREGORY TONY
SHERIFF OF BROWARD COUNTY


Date: 11/15/25

STEPHEN BERTUCCIO
INTERNATIONAL ASSOCIATION OF
FIREFIIGHTERS LOCAL 4321


Title: President
Date: 1-15-25

TERRENCE LYNCH
OFFICE OF THE GENERAL COUNSEL


Date: 11/15/25

WITNESSES:




RATIFIED

November 15, 2024

APPENDIX A

PAY PLAN

Effective October 2024

Firefighter/ Paramedic		Fire Inspector		Driver Engineer		Lieutenant and Fire Prevention Officer		Captain and Helicopter Pilot		Battalion Chief	
Step		Step		Step		Step		Step		Step	
A (Probationary)	\$57,449.27										
1	\$60,323.10	1	\$60,323.10	1	\$64,846.41	1	\$69,709.11	1	\$74,937.63	1	\$80,559.01
2	\$63,339.03	2	\$63,339.03	2	\$68,087.14	2	\$73,194.00	2	\$78,684.33	2	\$84,584.56
3	\$66,505.41	3	\$66,505.41	3	\$71,492.10	3	\$76,854.91	3	\$82,617.33	3	\$88,815.81
4	\$69,829.87	4	\$69,829.87	4	\$75,067.51	4	\$80,695.35	4	\$86,749.55	4	\$93,255.08
5	\$73,320.94	5	\$73,320.94	5	\$78,820.97	5	\$84,730.90	5	\$91,087.45	5	\$97,917.09
6	\$76,988.31	6	\$76,988.31	6	\$82,760.43	6	\$88,970.07	6	\$95,640.74	6	\$102,814.16
7	\$80,835.80	7	\$80,835.80	7	\$86,899.70	7	\$93,416.10	7	\$100,423.22	7	\$107,953.94
8	\$84,877.52	8	\$84,877.52	8	\$91,244.66	8	\$98,089.27	8	\$105,445.76	8	\$113,352.01
9	\$89,123.74	9	\$89,123.74	9	\$95,806.17	9	\$102,991.93	9	\$110,717.18	9	\$119,020.10
10 (12YOS)	\$93,577.13	10 (12YOS)	\$93,577.13	10 (12YOS)	\$100,596.28	10 (12YOS)	\$108,142.88	10 (12YOS)	\$116,253.64	10 (12YOS)	\$124,972.05
11 (18YOS)	\$98,255.98	11 (18YOS)	\$98,255.98	11 (18YOS)	\$105,626.10	11 (18YOS)	\$113,550.02	11 (18YOS)	\$122,066.32	11 (18YOS)	\$131,220.65
12 (20YOS)	\$100,222.87	12 (20YOS)	\$100,222.87	12 (20YOS)	\$107,739.59	12 (20YOS)	\$115,820.06	12 (20YOS)	\$124,506.57	12 (20YOS)	\$133,844.56

Subject to rounding

The Sheriff or Fire Chief may advance Fire Rescue Helicopter Pilots up to Step 9 of the pay plan upon hire for prior military or aviation experience.

APPENDIX B

INSURANCE RATES

Bargaining unit members will pay employee monthly premiums in accordance with the following Rate Schedule as outlined in Article 22 – Insurance:

Effective January 1, 2025, bargaining unit members will be responsible for the following monthly employee contribution towards medical premiums:

Medical Employee Monthly Payroll Deduction January 1, 2025 – December 31, 2025			
	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
HNONLY-1	88.92	\$ 201.72	\$ 251.72
HNONLY-2	\$ 113.58	\$ 271.32	\$ 321.32
HNOPTION	\$ 136.04	\$ 341.66	\$ 391.66
OAMC*	\$187.34	\$ 473.02	\$ 523.02

**only available for employees who reside outside of the HNOOnly/HNOservice area*

There will be no increase in premiums, other than the monthly bargaining unit member contribution rates as stated above, co-pays or deductibles for group medical insurance for the term of this Agreement. For those calendar years, bargaining unit members covered by this Agreement shall receive the same group medical and dental insurance plan provided to other bargaining unit members in accordance with the BSO group health and dental insurance program.

Medical premium increases for the level of coverage and plan the bargaining unit member is enrolled in shall be split between BSO and the bargaining unit member. BSO will pay 90% of the medical premium increase every year and the bargaining unit member will pay 10% of the medical premium increase every year. The 10% premium increase will be added to the bargaining unit member’s bi-monthly payroll deductions.

For the term of this agreement, if any other bargaining unit receives a lower monthly employee contribution rate towards medical premiums, the same monthly employee contribution rate will be offered to this bargaining unit.

Dental Employee Monthly Payroll Deduction January 1, 2025 – December 31, 2025		
	Single	Family
DHMO Plan	\$0.00	\$14.56
PPO Plan	\$7.96	\$46.16
Indemnity Plan	\$19.28	\$75.34

APPENDIX C

PERC ORDERS

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

BROWARD COUNTY PROFESSIONAL :
FIRE FIGHTERS AND PARAMEDICS, :
INTERNATIONAL ASSOCIATION OF :
FIRE FIGHTERS, LOCAL 4321, :
AFL-CIO, :

Petitioner, :

v. :

SHERIFF OF BROWARD COUNTY, :

Respondent. :

Case No. RA-2004-003

ORDER GRANTING CERTIFICATION
AND REVOKING CERTIFICATIONS

Order Number: 04E-066
Date Issued: March 4, 2004

Matthew J. Mierzwa, Jr., Lake Worth, attorney for petitioner.

Kim Kisslan, Fort Lauderdale, attorney for respondent.

On January 27, 2004, the Broward County Professional Fire Fighters and Paramedics, International Association of Fire Fighters, Local 4321, AFL-CIO (Local 4321) filed a recognition-acknowledgment petition seeking to become the exclusive collective bargaining representative for a rank-and-file bargaining unit of fire fighter and emergency medical services personnel employed by the Sheriff of Broward County (Sheriff). On February 12, the Commission-appointed hearing officer issued his recommended order in which he determined that the proposed unit is appropriate because the employees share a community of interest. In addition, the hearing officer concluded that the defining of this county-wide unit will enhance the efficient administration of government and prevent overfragmentation. No exceptions were filed to the hearing officer's order.

Upon consideration of the petition and supporting documentation, we conclude that the petition meets the requirements of Section 447.307(1), Florida Statutes (2003). We further conclude that the proposed unit is appropriate for the reasons enunciated by the hearing officer. Accordingly, the Broward County Professional Fire Fighters and Paramedics, International Association of Fire Fighters, Local 4321, AFL-CIO is certified as the exclusive collective bargaining representative of the following unit:

INCLUDED: Fire fighter/paramedic, driver/engineer, lieutenant, captain, and battalion chief; the classifications of fire fighter and paramedic are included in the unit only while incumbents occupy these classifications.

EXCLUDED: Director of fire rescue, deputy fire rescue chief, assistant fire/rescue chief, division chief, special projects coordinators, all clerical classifications, all maintenance classifications, and any other support staff members in classifications not specifically included above.

Certification No. 1466 is issued to the Broward County Professional Fire Fighters and Paramedics, International Association of Fire Fighters, Local 4321, AFL-CIO. Certification No. 980 issued to the Broward County Professional Paramedics and Fire Fighters, International Association of Fire Fighters, Local 3333, AFL-CIO is REVOKED. Certification No. 268 issued to the International Association of Fire Fighters, Local 2019 is REVOKED. Certification No. 406 issued to the Metro-Broward Professional Fire Fighters, Local 3080, International Association of Fire Fighters is REVOKED.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within **thirty** days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes (2003), and the Florida Rules of Appellate Procedure.

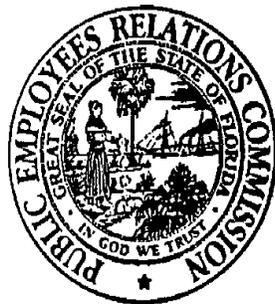
It is so ordered.

POOLE, Chair, KOSSUTH, JR., and VARN, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on March 4, 2004.

BY: June M. Janell
Clerk

/bjk



STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

BROWARD COUNTY PROFESSIONAL :
FIRE FIGHTERS AND PARAMEDICS, :
INTERNATIONAL ASSOCIATION OF :
FIRE FIGHTERS, LOCAL 4321, :
AFL-CIO, :

Petitioner, :

v. :

SHERIFF OF BROWARD COUNTY, :

Respondent. :

Case No. UC-2006-017

ORDER GRANTING UNIT
CLARIFICATION PETITION

Order Number: 06E-170
Date Issued: August 10, 2006

Matthew J. Mierzwa, Jr., and Milton R. Collins, Lake Worth, attorneys for petitioner.

Kimberly A. Kisslan, Fort Lauderdale, attorney for respondent.

On July 5, 2006, the Broward County Professional Fire Fighters and Paramedics International Association of Fire Fighters, Local 4321, AFL-CIO (Local 4321) filed a unit clarification petition seeking to include the classification of fire safety inspector into a rank-and-file fire/rescue bargaining unit of employees employed by the Sheriff of Broward County (Sheriff) and represented by Local 4321. See Broward County Professional Fire Fighters and Paramedics, International Association of Fire Fighters, Local 4321, AFL-CIO v. Sheriff of Broward County, 30 FPER 59 (2004). (Certification 1466 issued March 4, 2004). Local 4321's petition asserts that the Sheriff has no objection to the inclusion of the fire safety inspector into the existing bargaining unit. On July 20, the parties filed an additional stipulation in support of the petition.

On July 24, the Commission-appointed hearing officer issued his order recommending that the Commission grant the petition. Neither party filed exceptions to the recommended order.

Upon review of the hearing officer's recommended order, and for the reasons stated therein, we agree with the requested modification to the unit. Accordingly,

Local 4321's petition is GRANTED. Certification 1466 is clarified as follows:

INCLUDED: Firefighter/paramedic, driver/engineer, fire safety inspector, lieutenant, captain, and battalion chief; the classifications of fire fighter and paramedic are included in the unit only while incumbents occupy these classifications.

EXCLUDED: Director of fire rescue, deputy fire rescue chief, assistant fire/rescue chief, division chief, special projects coordinators, all clerical classifications, all maintenance classifications, and any other support staff members in classifications not specifically included above.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within **thirty** days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes (2005), and the Florida Rules of Appellate Procedure.

UC-2006-017

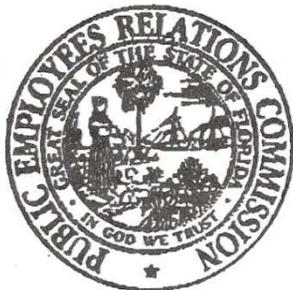
It is so ordered.

POOLE, Chair, KOSSUTH, JR., and VARN, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on August 10, 2006.

BY: Gene M Farrell
Clerk

/mad



STATE OF FLORIDA

PUBLIC EMPLOYEES RELATIONS COMMISSION

SHERIFF OF BROWARD COUNTY, :
 :
 Petitioner, :
 :
 v. :
 :
 BROWARD COUNTY PROFESSIONAL :
 FIRE FIGHTERS AND PARAMEDICS, :
 INTERNATIONAL ASSOCIATION OF :
 FIRE FIGHTERS, LOCAL 4321, :
 AFL-CIO, :
 :
 Respondent. :
 _____ :

Case No. UC-2018-006

HEARING OFFICER'S
RECOMMENDED ORDER

Ronald M. Gunzburger, Fort Lauderdale, attorney representing Petitioner.

Matthew J. Mierzwa, Lake Worth, attorney representing Respondent.

VAN WHITTLE, Hearing Officer.

On January 11, 2018, the Sheriff of Broward County (Sheriff) filed an unopposed unit clarification petition seeking to amend Certification 1466 to include the newly-created classification of fire prevention officer into a rank-and-file bargaining unit of fire fighters and emergency medical service personnel employed by the Sheriff. Broward County Professional Fire Fighters and Paramedics, International Association of Fire Fighters, Local Union 4321, AFL-CIO (Local 4321), currently represents the bargaining unit. The bargaining unit in Certification 1466 is described as follows:

INCLUDED: Firefighter/paramedic, driver/engineer, fire safety inspector, lieutenant, captain, and battalion chief; the classifications of firefighter and paramedic are included in the unit only while the incumbents occupy these classifications.

EXCLUDED: Director of fire rescue, deputy fire rescue chief, assistant fire/rescue chief, division chief, special projects coordinator, all clerical classifications, all maintenance classifications, and any other support staff members in classifications not specifically included above.

On January 16, the Commission appointed the undersigned hearing officer to this case. On January 26, I issued an order directing the Sheriff to provide additional information, including the date that the fire prevention officer classification was created and the number of employees in this classification. On February 5, the Sheriff filed a response indicating the classification was created on October 1, 2016, and that only one person is employed in this new classification. Because there are no disputed issues of material fact, an evidentiary hearing is not necessary. Therefore, I am processing this case pursuant to Section 120.57(2), Florida Statutes (2017).

A unit clarification proceeding is used to determine which employees are included in the unit. *See Sarasota County Police Benevolent Association v. City of Sarasota*, 7 FPER ¶ 12339 at 681 (1981). The Commission will consider a petition for a unit clarification proceeding when a position has been created or substantially altered after certification, when a position was included or excluded inadvertently or through misunderstanding, or when there have been significant changes in statutory or case law requiring clarification of the unit. *Hernando County Board of County Commissioners v. International Association of Fire Fighters, Local 3760, Hernando County Professional Firefighters*, 41 FPER ¶ 276 at 533 (2015). Because the fire prevention officer classification is newly-created, the unit clarification process has been properly invoked.

In its petition to include the classification of the fire prevention officer, the Sheriff has provided documentation establishing that this classification shares a community of interest with employees in the existing bargaining unit. The fire prevention officer's duties, responsibilities, and hazards are the same as others in the bargaining unit. Specifically, the employee must be a certified fire fighter and shares the same or similar terms of employment, wages, and hours as other bargaining unit members. Additionally, there is no supervisory conflict between the fire prevention officer and existing bargaining unit members. The Commission has included fire prevention officers in a bargaining unit of fire suppression personnel. See, e.g., *City of Hollywood v. Hollywood Professional Fire Fighters, Local 1375, IAFF*, 21 FPER ¶ 26029 (1994).

Having reviewed the job description and the supporting documentation, I conclude that the fire prevention officer shares a community of interest with employees in the existing bargaining unit and does not exercise any supervisory duties that would preclude this employee's placement in the unit.

Accordingly, I conclude that the unit clarification petition should be granted and recommend that Certification 1466 be clarified as follows:

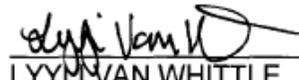
INCLUDED: Firefighter/paramedic, driver/engineer, fire safety inspector, lieutenant, captain, battalion chief, and fire prevention officer; the classifications of firefighter and paramedic are included in the unit only while the incumbents occupy these classifications.

EXCLUDED: Director of Fire Rescue, deputy fire rescue chief, assistant fire/rescue chief, division chief, special projects coordinator, all clerical classifications,

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

Any party may file exceptions to my recommended order, but exceptions must be received by the Commission within **fifteen** days from the date of this order. See Fla. Admin. Code R. 28-106.217(1). An extension of time for filing exceptions will not be granted unless good cause is shown.

ISSUED and SUBMITTED to the Public Employees Relations Commission in accordance with Florida Administrative Code Rule 28-106.216 and SERVED on all parties this 26th day of February, 2018.


LYYEN VAN WHITTLE
Hearing Officer

LVW/bjk

STATE OF FLORIDA

PUBLIC EMPLOYEES RELATIONS COMMISSION

BROWARD COUNTY PROFESSIONAL :
FIRE FIGHTERS AND PARAMEDICS, :
INTERNATIONAL ASSOCIATION OF :
FIRE FIGHTERS, LOCAL 4321, :
AFL-CIO, :

Petitioner, :

v. :

SHERIFF OF BROWARD COUNTY, :

Respondent. :

Case No. UC-2018-040

FINAL ORDER CLARIFYING
CERTIFICATION 1466

Order Number: 18E-328

Date Issued: December 4, 2018

Matthew J. Mierzwa Jr. and Erin F. Medeiros, Lake Worth, attorneys for Petitioner.

Christine Catuccy, Fort Lauderdale, representative for Respondent.

On October 16, 2018, the Broward County Professional Fire Fighters and Paramedics, International Association of Fire Fighters, Local 4321, AFL-CIO (Local 4321), filed a unit clarification petition seeking to clarify a rank-and-file bargaining unit of fire fighters and emergency medical service personnel defined in Certification 1466 to add to the unit the classification of fire prevention officer. The petition asserted that the public employer, the Sheriff of Broward County, does not object to the requested relief.

On November 8, the Commission-appointed hearing officer found that the classification had previously been added to the unit in *Sheriff of Broward County v. Broward County Professional Fire Fighters and Paramedics, IAFF, Local 4321, AFL-CIO*, 44 FPER ¶ 281 (2018), but was subsequently deleted through a clerical error in *Sheriff of Broward County v. Broward County Professional Fire Fighters and Paramedics*,

45 FPER ¶ 10 (2018). The hearing officer concluded that the unit clarification process was properly invoked and that the petition should be granted. Neither party filed exceptions to the hearing officer's recommended order.

Upon review of the hearing officer's recommended order, and for the reasons stated therein, we agree with the requested unit clarification. Therefore, we incorporate the recommended order within this order. Local 4321's petition is granted and Certification 1466 is clarified as follows:

INCLUDED: Air rescue helicopter pilot, battalion chief, captain, driver/engineer, firefighter/paramedic, fire prevention officer, fire safety inspector, and lieutenant; the classifications of fire fighter and paramedic are included in the unit only while incumbents occupy these classifications.

EXCLUDED: Director of fire rescue, deputy fire rescue chief, assistant fire/rescue chief, division chief, special projects coordinators, all clerical classifications, all maintenance classifications, and any other support staff members in classifications not specifically included above.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within **thirty** days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes (2018), and the Florida Rules of Appellate Procedure.

It is so ordered.
POOLE, Chair, BAX and KISER, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on December 4, 2018.

BY: Bary Edum
Clerk

/ltg



APPENDIX D

LETTER OF UNDERSTANDING – RECLASSIFICATIONS & ELIGIBILITY LISTS



February 13, 2004

President
IAFF Local 4321

RE: Letter of Understanding – Reclassifications and Eligibility Lists

Dear Sir,

Upon review and concurrence by the Sheriff, the below outlined bargaining unit members will be reclassified within one hundred and twenty (120) days of the ratification date of the contract. This will accomplish the organizational structure initiatives as described in Appendix F, of the pending agreement between the Broward Sheriff's Office and the IAFF Local 4321. It is understood by both parties that all bargaining unit members will not be eligible for retroactive monies or out of classification pay during these one hundred and twenty (120) days or up to the bargaining unit member's reclassification date which ever date comes first. Further, it is understood that the time in classification date for the below listed personnel actions will be reflected as October 1, 2003. For purposes of these organizational promotions, bargaining unit members promoted/reclassified in accordance with this Letter of Understanding will retain their super seniority as outlined in Article 11 – Seniority.

A. Reclassifications:

The following bargaining unit members currently holding the rank of Captain at Port Everglades will be reclassified to the rank of **Battalion Chief** within the time frame indicated above:

1. CCN 12698
2. CCN 12700
3. CCN 12699
4. CCN 13062
5. CCN 13059
6. CCN 13060
7. CCN 13061

The following bargaining unit members currently holding the rank of Lieutenant at Port Everglades will be reclassified to the rank of **Captain** within the timeframe indicated above:

1. CCN 13026
2. CCN 13025
3. CCN 13028
4. CCN 13027

The following bargaining unit employees currently holding the rank of Lieutenant at the Airport will be reclassified to the rank of **Captain** within the timeframe indicated above:

1. CCN 13030
2. CCN 13031
3. CCN 13029

APPENDIX D (Continued)

Letter of Understanding
February 13, 2004
Page – 2-

The following bargaining unit members currently holding the rank of Lieutenant who successfully passed the Captain's exam will be reclassified to the rank of **Captain** within the timeframe indicated above:

1. CCN 13002
2. CCN 13007
3. CCN 12982
4. CCN 12678
5. CCN 13005
6. CCN 12987
7. CCN 12677
8. CCN 12681
9. CCN 13015
10. CCN 13001
11. CCN 13008
12. CCN 12971

The following bargaining unit members who successfully passed the Lieutenant's exam will be reclassified to the rank of **Lieutenant** within the timeframe indicated above:

1. CCN 12827
2. CCN 12748
3. CCN 12773
4. CCN 12765
5. CCN 12752
6. CCN 12666

The following bargaining unit members currently holding the rank of Driver Engineer who successfully passed the Lieutenant's exam will be reclassified to the rank of **Lieutenant** within the timeframe indicated above:

1. CCN 12902
2. CCN 12822
3. CCN 12741

The following bargaining unit member currently holding the rank of Firefighter at the Airport will be reclassified to the rank of **Driver Engineer** within the timeframe indicated above:

1. CCN 12859

Any of the following bargaining unit members not promoted to Lieutenant and currently holding the rank of Firefighter who successfully passed the Driver Engineer's exam will be reclassified to the rank of **Driver Engineer** within the timeframe indicated above:

1. CCN 12773
2. CCN 12827
3. CCN 12783
4. CCN 12752
5. CCN 12765
6. CCN 12748
7. CCN 12812

APPENDIX D (Continued)

Letter of Understanding
February 13, 2004
Page -3-

The following bargaining unit member currently holding the rank of Firefighter, at the Airport and on the eligibility list of Lieutenant will be reclassified to the rank of **Lieutenant** within the time frame indicated above:

1. CCN 12856

B. Eligibility List:

The Bureau of Human Resources will administer the oral portion of the Lieutenant's test for the following bargaining unit members:

1. CCN 12847
2. CCN 12966
3. CCN 12884
4. CCN 12944
5. CCN 12672
6. CCN 12929
7. CCN 12921
8. CCN 12955
9. CCN 12670

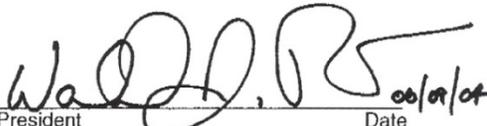
Those bargaining unit members currently holding the rank of Lieutenant at Port Everglades and are on the Captain eligibility list will be automatically placed on the eligibility list for Battalion Chief.

The following bargaining unit members have successfully passed the Lieutenant exam. Upon successful completion of the Driver Engineer exam, they will be eligible for promotion to the rank of Lieutenant:

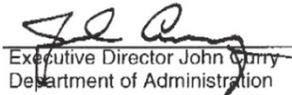
1. CCN 12665
2. CCN 12663
3. CCN 12777
4. CCN 12800
5. CCN 12808
6. CCN 12782

All existing Broward County eligibility lists will be transferred to the Broward Sheriff's Office and will remain in full force and effect until creation and certification of new eligibility lists for each job classification.

Should this letter accurately reflect our understanding and agreement please indicate by signing below.



President
IAFF - Local 4321



Executive Director John Garry
Department of Administration



Date



Date

APPENDIX E

GRIEVANCE SETTLEMENT 05-14 SENIORITY WITHIN THE SEAPORT OR AIRPORT

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312
(954) 831-8900 • www.sheriff.org



September 15, 2005

Walter J. Dix, President
IAFF Local 4321

RE: Grievance Settlement 05-14 Class Action – Seniority within the Seaport or Airport

Dear Sir:

The Broward Sheriff's Office and IAFF Local 4321 mutually agree that the below language resolves grievance *05-14 Class Action – Seniority within the Seaport or Airport*.

The following personnel will be maintained in their current operational field positions as Driver Engineers at Station 6:

CCN# 12847
CCN# 12838

The following personnel will be maintained in their current operational field positions as Driver Engineers at Station 10:

CCN# 12867
CCN# 12865
CCN# 12851

These employees shall not be transferred from their assigned station without their written consent. This grievance settlement will no longer apply to an individual listed above upon promotion, voluntary transfer and/or accepting a new assignment in accordance with the Collective Bargaining Agreement between the parties effective October 1, 2003 through September 30, 2006.

Should this letter accurately reflect our understanding and agreement please indicate by signing below.


Walt Dix, President
IAFF – Local 4321


Date 09-22-05
Chief Charles V. Lanza, Fire Rescue Date 9/21/05

APPENDIX F

Merger LOU's

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312
(954) 831-8900 • www.sheriff.org



March 18, 2005

Walter J. Dix, President
IAFF Local 4321

RE: Letter of Understanding – Reclassifications, Eligibility Lists and Anniversary Dates

Dear Sir,

Upon review and concurrence by the Sheriff, the non-bargaining unit members, listed below will be reclassified, as outlined, upon the effective date of the contract between the City of Lauderdale Lakes and the Sheriff for law enforcement and fire rescue services. In addition, the below outlined bargaining unit members will be reclassified, if eligible, as outlined below, effective the date of the transition, unless otherwise noted. This will accomplish the organizational structure initiatives of the pending agreement between the City of Lauderdale Lakes and Broward Sheriff's Office and the IAFF Local 4321.

It is understood by both parties that all bargaining unit members will not be eligible for retroactive monies or out of classification pay up to the bargaining unit member's reclassification date, unless noted. Further, it is understood that the time in classification date for the below listed bargaining and non-bargaining unit promotions will be the date of promotion. For purposes of these organizational reclassifications, non-bargaining unit members reclassified in accordance with this Letter of Understanding will not have nor retain super seniority as outlined in Article 11 – Seniority unless noted. For purposes of these organizational promotions, bargaining unit members promoted/reclassified in accordance with this Letter of Understanding will not have nor retain super seniority as outlined in Article 11 – Seniority unless noted.

A. Reclassifications:

The following non bargaining unit member currently holding the position of Interim Fire Chief/Assistant Fire Chief at Lauderdale Lakes will be reclassified to the rank of **Battalion Chief** as indicated above filling position control number 70558:

1. CCN: 14044 James Quinn

Upon the employee vacating position control number 70558 for whatever reason, the position will be reclassified to its original classification of Assistant Chief Fire Rescue.

The above employees' current seniority/time in classification and anniversary date from Lauderdale Lakes will remain intact for purposes of this reclassification. Should a classification change occur at anytime in the future, the seniority/time in classification and anniversary date will change in accordance with the IAFF 4321 collective bargaining agreement and BSO policy and procedures.

The following non bargaining unit member currently holding the position of Battalion Chief at Lauderdale Lakes will maintain the rank of **Battalion Chief** filling position control numbers 70680 and 70681 respectively:

1. CCN: 14046 Fred VanEtveldt
2. CCN: 14047 Richy Bramos

The above employees' current seniority/time in classification and anniversary date from Lauderdale Lakes will remain intact for purposes of this reclassification. Should a classification change occur at anytime in the future, the seniority/time in classification and anniversary date will change in accordance with the IAFF 4321 collective bargaining agreement and BSO policy and procedures.

The following non-bargaining unit member currently holding the position of Fire Marshal at Lauderdale Lakes will be reclassified to the rank of **Battalion Chief** as indicated above filling vacant position control number 70237:

1. CCN: 14045 Charlene Smith

The above employees' current seniority/time in classification and anniversary date from Lauderdale Lakes will remain intact for purposes of this reclassification. Should a classification change occur at anytime in the future, the seniority/time in classification and anniversary date will change in accordance with the IAFF 4321 collective bargaining agreement and BSO policy and procedures.

Furthermore, the above bargaining unit member will not be eligible to bid a different assignment outside of her current assignment within the Fire Marshall's Office until the bargaining unit member becomes an eligible candidate after successfully completing the promotional process for the classification of Battalion Chief.

The following bargaining unit members currently holding the rank of Lieutenant will be acting in the capacity of the classification of Captain until BSO administers the next scheduled Captain's Exam. Additionally, upon successfully passing the next scheduled Captain's exam the following bargaining unit member will be reclassified to the rank of Captain and retain their current bid assignment. **If any of the following bargaining unit members do not successfully pass the next scheduled Captains examination, they will no longer be eligible to act in the capacity of Captain and shall return to their original assignment of Lieutenant and retain their Lieutenant super seniority.:**

1. CCN: 14052 John Micklos
2. CCN: 14048 Robert Ricciardi

Additionally, two bargaining unit members from the eligibility list for Captains for IAFF Local 4321 that successfully passes the Captain's exam will be promoted to the rank of Captain. The promotions of all four (4) Captains referenced in this letter of understanding will occur at the same time, provided they meet the criteria for the promotion.

The bargaining unit members previously employed by Lauderdale Lake Fire Rescue, who became members of the Broward Sheriff's Office Department of Fire Rescue as of the January 1, 2005 merger that met the BSO eligibility requirements for the Lieutenant's promotional exam, as of the test application closing date of October 8, 2004, will be given the same opportunities for advancement as other BSO personnel. For purposes of this letter of understanding, a bargaining

Driver/Engineer promotional exam administered by the City of Lauderdale Lakes and who is placed on the City of Lauderdale Lakes Driver/Engineer eligibility list prior to December 31, 2004 shall be deemed to meet the BSO eligibility requirements for the Lieutenant's promotional exam provided the bargaining unit member currently employed by Lauderdale Lakes met all the other eligibility criteria as of the test application closing date of October 8, 2004.

Bargaining unit members currently employed by Lauderdale Lakes who wish to be considered by BSO for promotion to Driver/Engineer must have successfully passed the Driver/Engineer promotional exam administered by the City of Lauderdale Lakes and be placed on the City of Lauderdale Lakes Driver/Engineer eligibility list prior to December 31, 2004.

The City of Lauderdale Lakes Driver/Engineer eligibility list will be merged into the current BSO D/E eligibility list upon the date of the transition.

The following top two ranked bargaining unit members on the City of Lauderdale Lakes Driver Engineer eligibility list will be promoted to Driver/Engineer to fill two of the existing four vacancies at the City of Lauderdale Lakes.

1. CCN: 14088 James Shetter
2. CCN: 14076 Done Farmer

The remaining two Driver/Engineer vacancies at Lauderdale Lakes will be filled by bargaining unit members on the current 4321 Driver/Engineer eligibility list.

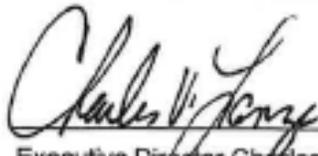
Bargaining unit members current anniversary dates at Lauderdale Lakes will be used in determination of the employees BSO anniversary date. Per BSO policy, those anniversary dates occurring on the 1st up to and including the 15th of the month will have an anniversary date of the 1st day of that month. Anniversary dates occurring on the 16th through and including the last day of the month will have an anniversary date of the 1st day of the following month.

Effective January 1, 2005 all bargaining unit members who are promoted, demoted, reclassified, or have a change in full or part-time status will have their anniversary date adjusted to reflect the effective date of the qualifying personnel change in accordance with BSO policy and procedures in section 3.

Should this letter accurately reflect our understanding and agreement please indicate by signing below.



President Date
IAFF - Local 4321



Executive Director Charles Lanza Date
Dept. of FR and Emergency Services

Broward Sheriff's Office
Department of Fire Rescue and
Emergency Services
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312
954.831.3200 • www.sheriff.org



Pride in Service with Integrity

January 5, 2011

Walter Dix, President
IAFF - Local 4321
2650 West State Road 84, Suite 104
Fort Lauderdale, FL 33312

RE: Letter of Understanding Dania Beach Fire Rescue Merger

Dear President Dix:

Upon review and concurrence by the Sheriff and IAFF Local 4321, the following is our mutual understanding with respect to the Dania Beach Fire Rescue personnel to be employed by the Broward Sheriff's Office ("BSO") pursuant to the Interlocal Agreement between BSO and the City of Dania Beach for fire rescue services (hereinafter referred to as the "Interlocal Agreement"):

- The Dania Beach Fire Rescue personnel to be employed by the Broward Sheriff's Office ("BSO") pursuant to the Interlocal Agreement are specifically listed on Exhibit A, which is attached and incorporated herein (hereinafter referred to as "Dania Beach Fire Rescue Personnel").
- Dania Beach Fire Rescue Personnel will retain their Dania Beach Kelly day, annual leave, and station bid assignments that were in place on the last day of their employment with the City until the next appropriate bid cycles under the existing BSO Collective Bargaining Agreement with the IAFF Local 4321 (hereinafter referred to as the "BSO CBA"), at which time the Dania Beach Fire Rescue Personnel shall participate in the BSO bid cycles/processes.
- It is understood that Dania Beach Fire Rescue Personnel in a probationary status (i.e. new hire, promotion) with the City will complete the remainder of such probationary period, except for Dania Beach Fire Rescue Personnel to be promoted by the City as set forth in Exhibit B prior to the effective date of the Interlocal Agreement which probationary period shall be governed by Article 9, Employment and Promotion of the BSO CBA.

It is understood, that the Dania Beach Fire Personnel will carryover their respective sick and annual leave accrual balances as follows:

- a. Sick Leave – all hours transferred to BSO to be used in accordance with BSO CBA and BSO Policies and Procedures. Upon commencing their employment with BSO, the Dania Beach Fire Rescue Personnel shall accrue sick leave pursuant to the BSO CBA and BSO policies and procedures
- b. Annual Leave – the annual leave hours will be carried over to BSO as follows:
 1. Up to a maximum of 360 hours will be credited to the employee's regular bank of annual leave hours (hereinafter to as the "BSO Annual Leave Bank"). Upon commencing their employment with BSO, the Dania Beach Fire Rescue Personnel shall accrue annual leave pursuant to BSO CBA and BSO policies and procedures, which shall be credited to the BSO Annual Leave Bank. Subject to the limitations set forth in paragraph (b)(2) below, the hours in the BSO Annual Leave Bank may be utilized pursuant to the BSO CBA and BSO Policies and Procedures.
 2. Any annual leave hours carried over from the City in excess of 360 hours shall be held by BSO in a separate bank of hours referred to as the Dania Beach Annual Leave Bank. Dania Beach Fire Rescue Personnel will be required to utilize their individual balances in the Dania Beach Leave Bank prior to the use of hours in the BSO Annual Leave Bank, provided the use of the Dania Beach Annual Leave Bank hours does not cause BSO to incur the cost of overtime, as determined by BSO in its sole discretion. In the event the use of Dania Beach Leave Bank hours is not approved by BSO because it results in overtime, BSO Annual Leave Bank hours may be utilized for the same requested and denied hours of annual leave if approved pursuant to BSO CBA and BSO Policies and Procedures.
 3. It is understood that if the Dania Beach Fire Rescue Personnel exercises their rights to cash out the maximum amount of eligible hours allowed pursuant to the Dania Beach Collective Bargaining Agreement prior to leaving the employment of the City and make a good faith effort, as determined by BSO in its sole and reasonable discretion, to utilize their Dania Beach Leave Bank hours each calendar year along with their BSO Annual Leave hours, as allowed pursuant to the above provisions, then the annual leave cap of three hundred sixty (360) hours shall be waived each calendar year for up to three (3) calendar years commencing with calendar year 2011. The three (3) year limitation set forth in the preceding sentence may be further extended in BSO's sole discretion.

4. Any excess leave remaining in the Dania Beach Leave Bank will be paid out to the employee at the time of separation from BSO employment in accordance with the collective bargaining agreement.
- City of Dania Beach fire prevention personnel who are certified as firefighter/paramedics shall be placed in the BSO firefighter/paramedic classification and continue to be assigned to fire prevention; however nothing in this provision shall limit future bidding opportunities.
 - In the event that the City terminates the Interlocal Agreement and a layoff is necessitated, BSO will execute the layoff as follows: The first employees to be laid off will be any employees hired by BSO subsequent to the execution of the ILA irrespective of their classification or assignment at the time of the termination of the ILA. The remainder of the layoffs would come from the least senior former Dania Beach employees still employed by BSO irrespective of their classification or assignment at the time of the termination of the ILA.
 - Dania Beach Fire Rescue Personnel who have retired from the City Pension Plan or elect to remain in the City Pension Plan and subsequently retire from such plan shall not be entitled to the post retirement health insurance discount benefit that BSO provides pursuant to the BSO CBA and such Dania Beach Fire Rescue Personnel waive any and all rights to the BSO post retirement health insurance discount benefit.
 - Dania Beach Fire Rescue Personnel who elect to remain in the City Pension Plan shall be eligible to be paid out up to 500 hours of annual leave at the time of entering the City Pension Plan DROP pursuant to Article 21 (A)(5) of the BSO CBA in effect at the time of the merger.
 - Dania Beach Fire Rescue personnel who retire from the City Pension Plan or elect to participate in the Dania Beach DROP program shall maintain their current employment status with BSO (to include pay, rank and seniority) and immediately begin enrollment in the FRS upon entering DROP or retiring from the City plan.
 - Dania Beach Fire Rescue personnel who have retired from the City Pension Plan shall be entitled to purchase health insurance from BSO at the full premium to include the employer and employee premium upon retirement from BSO. Should the Dania Beach Firefighters pension ordinance with respect to the current health insurance subsidy, the Union may reopen negotiations with BSO to address the post retirement health insurance discount benefit that BSO provides to all other bargaining unit members pursuant to the BSO CBA.
 - The above rights and obligations are subject to any future amendments or modifications to the BSO CBA.

Should this accurately reflect our mutual understanding and agreement please indicate to by signing below.



Walter Dix, IAFF Local 4321

01, 05, 11



Al Lamberti, Sheriff Broward County

Broward Sheriff's Office
Department of Fire Rescue and
Emergency Services
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312
954.831.8200 • www.sheriff.org



August 17, 2011

Pride in Service with Integrity

Walter J. Dix, President
IAFF Local 4321
2650 West State Road 84
Suite 104
Fort Lauderdale, FL

Dear Mr. Dix:

Upon review and concurrence by the Sheriff, the Broward Sheriff's Office and IAFF Local 4321 mutually agree to change the Time in Class date for the bargaining unit members listed herein. This will accomplish the organizational objectives of BSO and IAFF Local 4321 with respect to the merger with Dania Beach.

Time in Class date for bargaining unit members listed herein shall be January 28, 2011. It is further understood that bargaining unit members listed herein shall not be entitled to any retroactive money, including out of class pay for the time period dating back to January 28, 2011. The change in the Time in Class date will be for seniority purposes only and shall have no effect on the employees' current anniversary date.

Driver Engineer

1. CCN 13434
2. CCN 13456
3. CCN 15160
4. CCN 13486
5. CCN 12778

Lieutenant

1. CCN 13416
2. CCN 14272
3. CCN 12759
4. CCN 14278
5. CCN 12858
6. CCN 13609
7. CCN 14279

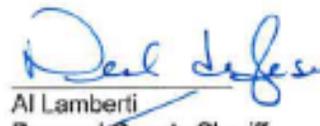
Walter J. Dix, President
August 17, 2011
Page 2

Captain

1. CCN 12838
2. CCN 12812
3. CCN 12752
4. CCN 13503

Should this letter accurately reflect our understanding and agreement, please indicate by signing below.


Walter J. Dix,
President, IAFF Local 4321

 Fire Chief
Designated for
Sheriff

Al Lamberti
Broward County Sheriff

Broward Sheriff's Office
Department of Fire Rescue and
Emergency Services
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312
954.831.8200 • www.sheriff.org



Pride in Service with Integrity

September 9, 2011

Walter J. Dix, President
IAFF- Local 4321
2650 West State Road 84, Suite 104
Fort Lauderdale, FL 33312

RE: Letter of Understanding Deerfield Beach Fire Rescue Merger

Dear President Dix:

Upon review and concurrence by the Sheriff and IAFF Local 4321, the following is our mutual understanding with respect to the Deerfield Beach Fire Rescue personnel to be employed by the Broward Sheriff's Office ("BSO") pursuant to the Interlocal Agreement between BSO and the City of Deerfield Beach for fire rescue services (hereinafter referred to as the "Interlocal Agreement"):

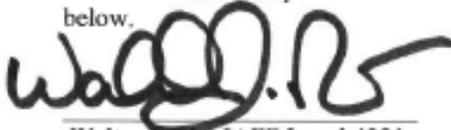
1. The former Deerfield Beach personnel to be employed by the Broward Sheriff's Office ("BSO") pursuant to the Interlocal Agreement are specifically listed in Exhibit A, which is attached and incorporated herein (hereinafter referred to as "Deerfield Beach Fire Rescue Personnel").
2. Deerfield Beach Fire Rescue Personnel will retain their Deerfield Beach scheduled annual leave and station bid assignments that were in place on the last day of their employment with the City. Personnel who hold a bid as an EMT shall be allowed to retain their bid. EMT's positions will be eliminated through attrition as personnel vacate their bids; no bumping. Subsequently, Deerfield Beach Fire Rescue Personnel shall participate in the BSO bid cycles/processes in accordance with the existing BSO Collective Bargaining Agreement (CBA) with IAFF Local 4321. Any unit bids that may be conducted prior to February 2012 in accordance with a pending grievance will be closed to former Deerfield Beach personnel.

3. Transitioned Personnel shall initially select Kelly day(s) that remain available within the BSO Kelly Day schedule as of the date of transition. Selections are to be made in order of seniority amongst Transitional Personnel, until the next BSO Kelly Day bid cycle in which Transitioned Employees will be required to re-bid in accordance with the BSO Collective Bargaining Agreement IAFF 4321.
4. It is understood that Deerfield Beach Fire Rescue Personnel in a probationary status (i.e. new hire, promotion) with the City shall be required to complete the remainder of such probationary period under the terms and conditions of the BSO CBA and SPM. The probationary periods of Deerfield Beach Fire Rescue personnel to be promoted by the City as set forth in Exhibit B prior to the effective date of the Interlocal Agreement shall be governed by Article 9, Employment and Probation of the BSO/IAFF 4321 CBA. In-house training will be provided to all Lieutenants and Acting Lieutenants as needed.
5. All employee agreements entered into by the City and certain employees who were hired into the classification of Firefighter/EMT and whose continued employment with the City was made contingent upon completion of all requirements necessary to become a State of Florida certified paramedic, will remain in full force and effect upon the employees' transition to BSO. Should any employee fail to meet all the requirements of his or her respective agreement, he/she will be separated from employment with BSO.
6.
 - a. It is understood that the Deerfield Beach Fire Rescue Personnel will carryover their respective sick and annual leave accrual balances up to the maximum of allowable hours per BSO/ IAFF 4321 CBA. Upon commencing their employment with BSO, the Deerfield Beach Fire Rescue Personnel shall accrue and utilize leave pursuant to BSO CBA and BSO policies and procedures.
 - b. At the time of separation from BSO, leave will be paid out to the employee in accordance with the BSO/IAFF 4321 CBA.
7. City of Deerfield Beach fire prevention personnel who are certified as firefighter/paramedics shall be placed in the BSO firefighter/paramedic classification and shall continue to retain a bid in fire prevention; future bid opportunities shall be governed by IAFF 4321 CBA.

8. In the event that the City terminates the Interlocal Agreement and a layoff is necessitated, BSO will execute the layoff as follows: The first employees to be laid off will be any employees hired by BSO subsequent to the execution of the ILA irrespective of their classification or assignment at the time of termination of the ILA. The remainder of the layoffs would come from the least senior former Deerfield Beach employees still employed by BSO irrespective of their classification or assignment at the time of the termination of the ILA.
9. Transitioned Personnel shall retain accrued compensatory time balances and will carry such balances over to BSO. Transitioned Personnel agree that the BSO shall begin to reduce the Compensatory Time balances through all reasonable means including, but not limited to, requiring the use of compensatory time as scheduled leave when operating scheduling permits. Transitioned employees recognize BSO may decline use of Compensatory Time should its use create an undue hardship. Compensatory Time transferred from the City will not be subject to requirements in Article 17.
10. Transitioned Employees shall be entitled to the 2% post retirement health insurance benefit per year of BSO service beginning the effective date of October 1, 2011, up to a total of 50% of the total health insurance premium cost outlined within BSO/IAFF 4321 CBA; unless transitioned employee receives retirement health benefit from City of Deerfield Beach. In the event that an employee receives a retirement health benefit from the City of Deerfield Beach, the BSO 2% post retirement benefit will be prorated and reduced by the amount provided by the City. Should the City pension ordinance change with respect to the current health insurance subsidy, IAFF Local 4321 may reopen negotiations with BSO to address the post retirement health insurance discount benefit to be offered in the event of the change in City ordinance.
11. BSO and IAFF Local 4321 agree to amend Article 17 Overtime section with regards to placing transitioned employees onto the overtime roster. BSO and Local 4321 will mutually agree upon the formula used for placing merged employees into the overtime roster.
12. For Transitioned Personnel who elect to remain in the City Firefighter's Pension Plan, BSO shall directly pay to the City the employee pension contribution deducted bi-weekly through the BSO payroll system. For Transitioned Personnel who elect to participate in The FRS, BSO shall be responsible for the collection and remission of employer and employee contributions.

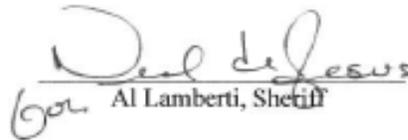
13. It is understood that if former Deerfield Beach Fire Rescue Personnel make a good faith effort to utilize their annual leave hours each calendar year as allowed pursuant to the BSO 4321 CBA, then the annual leave cap of three hundred sixty (360) hours shall be waived until April 2012.
14. Transitioned Deerfield Beach Personnel who remain in the City Pension Plan and retire from that plan (including those entering DROP) will be entitled to use their accrued unused leave for pension calculating purposes in accordance with the City Pension Ordinance.

Should this accurately reflect our mutual understanding and agreement please indicate by signing below.



Walter J. DIX, IAFF Local 4321

10.11.2011



Gov. Al Lamberti, Sheriff

APPENDIX G

Sworn/Certified Reallocations Between IUPA, FOPE and IAFF

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE BROWARD SHERIFF'S OFFICE
THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS
LOCAL 6020, LAW ENFORCEMENT DEPUTIES/SERGEANTS BARGAINING UNIT,
BROWARD COUNTY PROFESSIONAL FIRE FIGHTERS AND PARAMEDICS,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4321
AND
THE FEDERATION OF PUBLIC EMPLOYEES

This Memorandum of Understanding is entered into by and between International Union of Police Associations Broward Sheriff's Office Law Enforcement Deputies/Sergeants Association Local 6020, AFL-CIO (hereafter "IUPA"), Broward County Professional Fire Fighters and Paramedics, International Association of Firefighters, Local 4321 (hereinafter, "IAFF") and the Federation of Public Employees (hereinafter "FOPE") and the Broward Sheriff's Office (hereinafter "BSO").

Witnesseth:

WHEREAS, IUPA is the certified, exclusive representative of the sworn Law Enforcement Deputies/Sergeants, as listed in Public Employees Relations Commission certification (hereinafter "PERC") #1873; IAFF is the certified, exclusive representative of the certified Firefighters and Paramedics, as listed in the PERC certification #1466; and, the FOPE is the certified, exclusive representative for sworn Deputies/Sergeants - Detention, as listed in PERC certification #1873 for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment; and

WHEREAS, IUPA, IAFF, and FOPE are parties to individual collective bargaining agreements ("CBA") with BSO for the period of October 1, 2015 through September 30, 2018; and

WHEREAS, the above referenced CBAs are silent as to employee reallocations between the aforementioned bargaining units, and the IUPA, IAFF, and FOPE desire to memorialize the process by which sworn or certified members of each bargaining unit may be allocated to a position between these bargaining units; and

WHEREAS, BSO is in agreement with the process of sworn/certified reallocations between the aforementioned bargaining units.

IT IS THEREFORE agreed to as follows:

1. This Memorandum of Understanding is entered into for the purpose of providing the terms upon which sworn/certified reallocations between the IUPA, IAFF and FOPE sworn or certified members are to be conducted.

2. A sworn/certified reallocation, as used in this agreement, means a Department of Detention Deputy or Sergeant or a Department of Law Enforcement Deputy or Sergeant seeking to reallocate to the job classification of Department of Fire Rescue Firefighter/Paramedic, or a Department of Fire Rescue Firefighter/Paramedic, Driver Engineer or Lieutenant seeking to reallocate to the job classification of a Department of Detention Deputy or Department of Law Enforcement Deputy.

3. All such sworn/certified reallocations may be made only to an available vacant position, and are at the sole discretion of the Sheriff or Sheriff's designee. The Sheriff's decision to grant or deny a sworn/certified reallocation request shall not be grieveable.

4. For all employees identified in subsection 2 above who are seeking to reallocate from one position to another, the employee must meet the minimum requirements/qualifications of the position applied for, and successfully complete the designated application, selection process and training program.

5. The base salary, excluding supplements, for the new job classification will be based on the employee's base salary in the previous job classification immediately prior to reallocation. The salary step that the employee will be placed on for the new job classification will be the step closest to his/her salary in the previous job classification immediately prior to reallocation, excluding longevity steps unless the employee meets the years of service requirements for such longevity step in the new job classification. Additionally, in accordance with the Sheriff's Policy Manual, the employee's new anniversary date for the purpose of step increases in the new job classification will be based on the reallocation date. Further, the reallocated employee will maintain his/her current accrual banks and will be governed by his/her new collective bargaining agreement regarding usage and future accruals.

6. If the employee reallocating under this agreement has sufficient years of service to qualify for a longevity step in the new job classification, the employee will be placed in the longevity step corresponding to such years of service. If the employee's salary in the previous job classification is higher than the salary range for the longevity step that he/she qualifies for in the new job classification, he/she will be slotted onto the appropriate longevity step and not redlined.

7. For the purposes of seniority, the employee reallocating to a new job classification will maintain his/her hire date seniority, but his/her classification and bargaining unit seniority will reset beginning on the day he/she reallocates into the new job classification.

8. An employee reallocated as a result of this agreement may return to his/her previous job classification within ninety (90) days of the reallocation with no loss of pay or

seniority received prior to the reallocation. An employee may return to his/her previous job classification after ninety (90) days but no more than one (1) year after the reallocation, only if there is there is a vacancy within his/her previous job classification. Employees returning to their previous job classification after ninety (90) days and up to one (1) year will receive their base salary including any increases he/she would have received had he/she remained in the previous job classification and any applicable supplements based upon their assignment, but will lose all seniority in the previous job classification. Any return by an employee to the previous job classification under any circumstances set forth hereinabove, does not guarantee the employee's original assignment.

9. Employees earning the two percent (2%) per years of service retirement discount on health insurance (hereinafter referred to as "health insurance discount") prior to reallocation to the new job classification will retain his/her earned health insurance discount after reallocation, but further accruals of the health insurance discount will be based on the collective bargaining terms of the reallocated employee's new bargaining unit.

10. Except as otherwise expressly outlined herein, nothing in this MOU modifies, alters or amends the parties' CBA's.

11. This agreement will become effective upon execution of all parties hereto.

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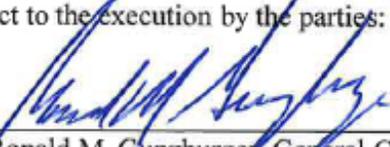
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE BROWARD SHERIFF'S OFFICE, BROWARD COUNTY PROFESSIONAL FIRE FIGHTERS AND PARAMEDICS, INTERNATIONAL UNION OF POLICE ASSOCIATIONS LOCAL 6020 LAW ENFORCEMENT DEPUTIES/SERGEANTS BARGAINING UNIT, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4321, AND THE FEDERATION OF PUBLIC EMPLOYEES

THE BROWARD SHERIFF'S OFFICE

By: 
SHERIFF SCOTT J. ISRAEL

Date: 4.26.18

Approved as to form and legal sufficiency
subject to the execution by the parties:

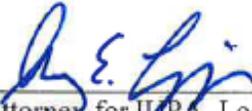
By: 
Ronald M. Gunzburger, General Counsel/Exec. Director
Office of the General Counsel

Date: 042618

INTERNATIONAL UNION OF POLICE ASSOCIATIONS. LOCAL 6020, AFL-CIO

Approved as to form and legal sufficiency:

Signed: 
President Jeffrey Bell

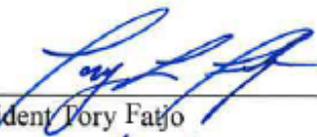
Signed: 
Attorney for IUPA, Local 6020

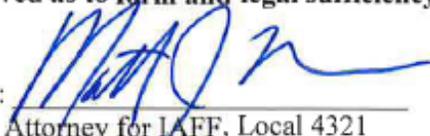
Date: 4/19/18

Date: 4-19-18

BROWARD COUNTY PROFESSIONAL FIRE FIGHTERS AND PARAMEDICS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS. LOCAL 4321

Approved as to form and legal sufficiency

Signed: 
President Tory Fatjo

Signed: 
Attorney for IAFF, Local 4321

Date: 4/25/18

Date: 4/25/18

FEDERATION OF PUBLIC EMPLOYEES

Approved as to form and legal sufficiency:

Signed: 
Sgt. Anthony Marciano, Director

Signed: 
Attorney for FOPE

Date: 4-4-18

Date: 4.12.18