

**STATE OF FLORIDA  
PUBLIC EMPLOYEES RELATIONS COMMISSION**

**METRO-BROWARD PROFESSIONAL  
FIREFIGHTERS, IAFF, LOCAL 3080,**

Union,

**v.**

**CITY OF OAKLAND PARK,**

Employer.

**PERC Case No. SM-019-023**

**PROCEEDINGS AT IMPASSE  
REPORT AND RECOMMENDATION OF SPECIAL MAGISTRATE**

THIS MATTER came before the undersigned upon the declaration of impasse between the Metro-Broward Professional Firefighters, Local 3080, International Association of Firefighters (IAFF) and the City of Oakland Park (CITY) resulting from the breakdown of bargaining a successor Collective Bargaining Agreement. Because of restrictions caused by COVID-19, and the Executive Orders & Emergency Declarations issued by the Governor, the County and the City, it was decided not to have an in-person, evidentiary hearing to adjudicate this impasse. Rather, the parties chose to submit their relative arguments, supported by evidence, entirely in writing; with each side being given an opportunity to later submit a rebuttal to the opposing party's initial submission. The matter was within the jurisdiction of the undersigned to issue a Recommendation pursuant to the Public Employees Relations Act.

**INTRODUCTION**

The bargaining history between this IAFF and the CITY appears to often be contentious and PERC reflects a number of impasse proceedings throughout the years between these two parties. However, with a few areas of non-agreement, there are many more areas of agreement, and the situation this time is no different. After ten (10) negotiating sessions, the parties resulted at impasse over only four (4) issues: Promotional Process (Article 16); Sick Leave (Article 18); Vacation (Article 19); and Wages (Article 20). As to the specific provisions within each of these Articles, the IAFF and the CITY could stipulate to the areas of difference as they are set forth herein.

**STIPULATIONS OF THE PARTIES:**

1. The City of Oakland Park (the "City") is a municipality in the State of Florida located in Broward County, and is a public employer, as defined in Section 447.203(2), Florida Statutes (2019).
2. The City has a population of approximately 46,000 people and it employs 71 budgeted full-time positions and one part time position in Oakland Park Fire Rescue ("OPFR").
3. There are four bargaining units of City employees:
  - a. a blue-collar unit represented by the Federation of Public Employees
  - b. a white-collar/clerical unit represented by the American Federation of State, County and Municipal Employees;
  - c. a supervisory unit of firefighters represented by Metro-Broward Professional Fire Fighters, Local 3080, IAFF ("Local 3080"); and
  - d. a rank and file unit of firefighters represented by Metro-Broward Professional Fire Fighters, Local 3080, IAFF ("Local 3080").
4. Local 3080 is an employee organization, as defined In Section 447.203(11), Florida Statutes (2019).
5. Local 3080 represents approximately 63 certified firefighters in non-managerial fire and rescue positions in two units with Commission certification numbers of 873 and 1210.
6. The City and Local 3080 have been parties to a series of collective bargaining agreements since the 1990's.
7. The parties are currently operating in a status quo posture under a two-year collective bargaining agreement ("Agreement") that expired on September 30, 2019.
8. The Union and the City opened negotiations for a successor Agreement on May 15, 2019.
9. The Union declared impasse by letter dated November 21, 2019.
10. The City and Union submit the following Articles and issues to the Magistrate for his recommendations:
  - Article 16: Promotional Process (pay raises upon promotion).
  - Article 18: Sick Leave (additional monies that would be paid out once a year for accrued sick leave).
  - Article 19: Vacation (maximum accrual allowance (a/k/a longevity leave benefit); also see Exhibits B and D

- Article 20: Wages (rate of annual adjustment, retroactivity of wage adjustment, if any, and creation of step pay plan/schedule.
11. The City's proposals, at time of the submission of this stipulation, on the Articles at impasse, shown in tracked changes format, are reflected in Exhibit 1, attached to this stipulation.
  12. Local 3080's proposals, at time of submission of this stipulation, on the Articles at impasse, shown in tracked changes format, are reflected in Exhibit 2, attached to this stipulation.
  13. Neither the City nor the Union waives its right to modify their respective proposals on the impasse issues during the impasse process.

**ARTICLE 16**  
**PROMOTIONAL PROCESS**  
*Pay raises upon promotion.*

**CURRENT LANGUAGE:**

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

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

  

Fire Lieutenant	Fire Captain or Prof Dev. Captain	5%
Fire Lieutenant	Battalion Chief	15%
Captain	Battalion Chief	10%

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

**CITY'S POSITION:**

It is the position of the City that this Article should remain status quo.

**IAFF'S POSITION:**

**16.9.1** When an employee is promoted to a higher classification/pay grade, the employee will be placed into step plan at a minimum of 4% increase.

**MAGISTRATE’S RECOMMENDATION:**

The basis of this provision, being requested by the IAFF, is the step-plan which is being requested as part of the IAFF’s proposal for Article 20 (Wages). Based upon the Recommendation made later in this document that the step-plan be implemented, I will address this proposal in conformity therewith.

There are obviously many different ways to compensate employees for their service. Individual pay points without parameters; designated pay “bands” (with a set base and cap); and, as requested by the IAFF, a step-plan.

A step-plan provides some sense of uniformity among the workforce; addresses seniority and longevity in an equitable manner; and – regarding this particular Article – provides some clarity when an employee earns a promotion.

The IAFF’s proposal is to have the various job titles within the bargaining unit addressed in a step-plan and, upon promotion, the employee would move into the new step-plan category at a position which insures at least a four (4%) percent increase.

Given the current CBA language, which provides for a promotion increase of anywhere from five (5%) percent to fifteen (15%) percent, this is a logical and economical way of handling promotions in conjunction with a step-plan.

Accordingly, my recommendation would be to include the IAFF’s language for promotion pay upon the institution of a step-plan (should that Recommendation be accepted).

**ARTICLE 18**

**SICK LEAVE**

*Additional monies that would be paid out  
once a year for accrued sick leave.*

**CURRENT LANGUAGE:** || 18.17 (new provision: no current language)

**CITY’S POSITION:** || This new language is rejected by the City, which intends the status to remain unchanged.

**IAFF'S POSITION:**

**18.17** Members who have a minimum of 480 hours of accrued sick leave may sell back up to 144 hours of unused sick time at 50% of members base rate of pay. Sick leave buy back will be payable in November each fiscal year.

**MAGISTRATE'S RECOMMENDATION:**

The IAFF is proposing contract language which allows members to sell-back sick leave (up to 144 hours) at 50% of its face value, providing the employee has a minimum of 480 hours of sick leave accrued. The City argues that this will be a significant financial burden to the City that is unsustainable. The City further argues that of the comparator agencies which allow a benefit like this, others require a balance of 720 to 960 hours before any sick leave can be sold-back.

Once the concept of the sell-back program was agreed upon, the specific parameters could always be the subject of further discussion (how many hours could be sold-back; how many hours must remain accrued; etc.). However, the basic premise of a sell-back program could make good fiscal sense for the City of Oakland Park.

Bargaining unit members are allowed to accrue twelve hundred (1200) hours of sick time; however, upon retirement, layoff, or resignation in good-standing, only 600 hours can be monetized, and only in a limited way. Resignations with less than 20 years enable the employee to draw the cash value of 25% of the accrued balance (150 hours). Resignations with over 20 years of service (or more than 10 years if the employee is retiring) enables the employee to draw the cash value of 50% of the accrued balance (300 hours). In either event, an employee is forfeiting a significant portion of their accrued sick leave upon separation from the City.

Based upon my experience and observations, the reality of an anticipated forfeiture of this type results in employees keeping their sick leave balances low intentionally. This could result in excessive absenteeism and the associated overtime pay that coincides with replacing employees who have called-out sick.

Evidence introduced by the IAFF show that overtime is already a big burden on the Department's budget. Thirty-five (35) bargaining unit members served more than

1,000 overtime, and the fifty (50) employees listed in the IAFF's exhibit totaled an annual overtime usage of over 52,000 hours of overtime (which is compensated at time-and-a-half).

The risk of sick-leave-abuse should not be the sole impetus to grant an employee benefit; however, I would encourage the City to more closely look at the benefit of paying out sick leave over time, rather than creating a monumental, deferred, and often unfunded, monetary obligation of a payout at separation.

## ARTICLE 19

### VACATION

#### *Maximum accrual allowance*

*(aka: longevity leave benefit); also see Exhibits B and D.*

#### CURRENT LANGUAGE:

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

Current Longevity Hours - 96 Hour Schedule

<u>Years of service</u>	<u># of hours per year</u>
0	-
1	-
2	-
3	-
4	-
5	-
6	10.00
7	20.00
8	29.00
9	39.00
10	48.00
11	58.00
12	68.00
13	77.00
14	87.00
15	96.00
16	96.00
17	96.00
18	96.00
19	96.00
20 [+]	96.00

**CITY’S POSITION:**

It is the position of the City that this Article should remain status quo.

**IAFF’S POSITION:**

**19.3** Maximum vacation accruals are set forth on Exhibits “B & D.”

**96 Hour Employees:**

COMPLETED YEARS OF	ADDITIONAL	MAX.
1	0	250
2	0	250
3	10	250
4	20	250
5	29	250
6	39	250
7	48	250
8	58	250
9	68	250
10	77	250
11	87	250
12	96	250
13	96	250
14	96	250
15+	120	250

**80 Hour Employees:**

COMPLETED YEARS OF	ADDITIONAL	MAX
1	0	208
2	0	208
3	8	208
4	16	208
5	24	208
6	32	208
7	40	208
8	48	208
9	56	208
10	64	208
11	72	208
12	80	208
13	80	208
14	80	208
15+	88	208

**MAGISTRATE’S RECOMMENDATION:**

The IAFF has proposed a benefit involving the additional longevity vacation accrual to begin at year 3 of employment, increasing to 120 hours (24 hours more than the current cap) beginning at year 15. The City has rejected this proposal.

The IAFF has offered comparator cities in the County which has closely related benefits, while the City disputes that Oakland Park deviates significantly from the majority of other local agencies in regard to vacation accrual and longevity enhancements.

With accrual caps in place, which limit the number of vacation hours that can be retained, it does not significantly expose the City to financial liability to grant employees an additional day off each year. In fact, with the stress that exists in emergency services, it would be expected that additional time-off would be in the best interest of the mental well-being of the employees. If vacation usage is properly managed, there should not be an overtime burden associated with each employee (with more than 15 years of service) from earning and using an additional day off. Moreover, with turn-over and attrition being a concern, rewarding those employees who have been loyal to the City for 15 years or more should be seen as a plus.

Accordingly, my Recommendation is that the longevity additional accruals remain at the six (6) year mark; however, the additional day at the fifteenth (15th) year be instituted.

## ARTICLE 20

### WAGES

*Rate of annual adjustment, retroactivity of wage adjustment,  
if any, and creation of step pay plan/schedule.*

CURRENT LANGUAGE:	<p><b>20.2</b> Bargaining Unit employees will receive wage increases as follows during the term of this Agreement:</p> <p><b>20.2.1</b> In Year One (10/01/2017 to 9/30/2018): Effective the first full pay period following the ratification of this agreement, applied retroactively to the first full pay period following 10/1/2017, each member who is not topped out in his/her range and received a satisfactory on their most recent evaluation, will receive a 3.0 % base wage adjustment in the range.</p> <p>Effective the first full pay period following the ratification of this agreement, applied retroactively to the first full pay period following 10/1/2017, each member who is topped out in his/her range and received a satisfactory on their most recent evaluation, will receive a 2.0 % base wage adjustment in the range.</p>
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- 20.2.2** In Year Two (10/1/2018 to 9/30/2019):  
Effective the first full pay period following 10/1/2018, each member who is not topped out in his/her range, and received a satisfactory on their most recent evaluation, will receive a 3.0 % base wage adjustment in the range.
- Effective the first full pay period following 10/1/2018, each member who is topped out in his/her range, and received a satisfactory on their most recent evaluation, will receive a 2.0 % base wage adjustment in the range.
- 20.2.3** There shall be no eligibility for any wage adjustments after the expiration of the term of this Agreement (September 30, 2019), unless subsequently negotiated by the parties to this Agreement.
- 20.2.4** There shall be no across-the-board increases, automatic increases or any other type of salary increases except as provided in this Article.

**CITY'S POSITION:**

- 20.2.1** In Year One (10/01 to 9/30/2020):  
Effective the first full pay period following the ratification of this agreement, applied retroactively to the first full pay period following tentative approval of this Agreement by the City's and Union's bargaining teams, each member who is not topped out in his/her range and received a satisfactory on their most recent evaluation, will receive a 3.0 % base wage adjustment in the range.
- 20.2.2** In Year Two (10/1/2020 to 9/30/2021):  
Effective the first full pay period following 10/1/2020, each member who is not topped out in their range, and who received a satisfactory on their most recent evaluation, will receive a 3.0 % base wage adjustment in the range
- 20.2.3** There shall be no eligibility for any wage adjustments after the expiration of the term of this Agreement (September 30, 2021), unless subsequently negotiated by the parties to this Agreement.

**IAFF's POSITION:**

- 20.2** Bargaining Unit employees will receive wage increases as follows during the term of this Agreement. Salary Schedules for bargaining unit members are hereby established outlined in Exhibit A. Each Step is equivalent to 4%.
- 20.2.1** In Year One (10/01/19 to 9/30/2020):  
On Members anniversary date they will be placed into Step Plan no less than one complete step. Step adjustments will be retroactive to anniversary dates.
- 20.2.2** In Year Two (10/1/2020 to 9/30/2021):  
On Members anniversary date they will receive one step adjustment.
- 20.2.3** There shall be no eligibility for any wage adjustments after the expiration of the term of this Agreement (September 30, 2021), unless subsequently negotiated by the parties to this Agreement.

**MAGISTRATE'S RECOMMENDATION:**

The significant proposal by the IAFF appears to be its desire for a step-plan for its bargaining unit members. The IAFF is proposing a 13-year step-plan providing for four (4%) percent increases at each step.

The IAFF established through evidence and salary survey's that Oakland Park is among the lowest paid Fire Rescue agency in Broward County. The City did not dispute this fact, but did express through its HR Director that the City has no difficulty in recruiting new firefighters. The City also asserted, through all of its witnesses, that the City of Oakland Park was comprised of a lower socio-economic demographic than other parts of Broward County and, therefore, was not in a financial position to compensate its firefighters any better.

Additionally, the City spent considerable time explaining how firefighters already had better benefits than the City's general employees (a fact which is not uncommon) and relied heavily on the City's rolling its pension plan into the Florida Retirement System (FRS) as showing why no additional compensation at this time is possible.

The City's opposition, however, was really focused more on why wages couldn't be increased – although the City is already offering a three (3%) percent salary increase. The City did not express as clearly why a step-plan would be unworkable, when a 3% salary increase was already proposed. The City Manager's only argument was that

the step plan proposed by the Union would in effect bargain away the City's right to negotiate wages. While it's true that language could be added to essentially sunset the step plan at the end of each contract term, it's also true that employees will see the step plan as a promise and an expectation.

The importance of this statement is that the City Manager understands and acknowledges that the IAFF has included language in its step-plan proposal that the step-plan only exists for the length of the contract and must be negotiated into future contracts. This being the case, there is no real risk to the City as anticipated by the City Manager.

The City Manager also included in his statement that made it unequivocally clear to the IAFF's bargaining team that "should bargaining continue past September 30, 2019, any raises would not be retroactive." The Human Resource Director confirmed in her statement that collective bargaining on the contract – covering 41 Articles over 65 single-spaced pages – began in May of 2019. This means that the City Manager was giving the IAFF sixteen (16) weeks to accept the City's proposals or face the loss of pay. While I see the importance of keeping both an employer's bargaining team and a union's bargaining team motivated to "get the job done", making this type of unilateral ultimatum seems very heavy-handed and, no doubt, cast a cloud over the cooperative spirit which should have existed in the process.<sup>1</sup>

Given the fact that the IAFF is willing to retain existing sunset language in the wages Article, which protects the City from any status-quo argument for a continuation of step-plan increases extending beyond the expiration of this negotiated contract – coupled with the financial outlook of the City as expressed in the CAFR and the survey

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<sup>1</sup> Given the parameters of local government collective bargaining in the State of Florida, a bargaining unit does not possess the same "ultimatum" power that an employer possesses (as strikes or other job actions are unlawful). Accordingly, it highlights the unequal playing-field when an employer makes this type of chilling statement during bargaining.

of surrounding Fire Rescue agencies – it is my Recommendation that the City institute the step-plan proposed by the IAFF, which should (if implemented properly) create stability, uniformity, and easier transitions for HR and payroll moving forward.

**RECOMMENDATION**

**FOR EACH OF THE REASONS STATED**, the undersigned Special Magistrate issues this Report and Recommendation for consideration by the parties.

The undersigned shall retain jurisdiction of this matter for the purposes of clarifying or enforcing this Recommendation as needed.



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**JAMES D. STOKES**  
Special Magistrate

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