

AGREEMENT

BETWEEN

THE CITY OF GREENACRES

AND

**The Professional
Firefighters/Paramedics of
Palm Beach County,
Local 2928, IAFF, Inc.**



October 1, 2017 – September 30, 2020

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ARTICLE 1
PREAMBLE

This Agreement is entered, into by and between the City of Greenacres, Florida hereinafter referred to as the "City" and the Professional Firefighters/Paramedics of Palm Beach County Local 2928, IAFF, Inc., hereinafter referred to as the "Union". It is the purpose of this Agreement to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours and other conditions of employment between the City and the bargaining unit represented by the Union, hereinafter referred to as "members" or "employees".

ARTICLE 2 RECOGNITION

Section 1

The City hereby recognizes the Professional Firefighters/Paramedics of Palm Beach County Local 2928 IAFF, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2

The bargaining unit for which this recognition is accorded is as defined in Certificate Number 1835 granted by the Public Employees Relations Commission on March 24, 2014, comprised of all regular and probationary Firefighter/EMT, Firefighter/Paramedics, Fire Rescue Captains, and Fire Marshal. The Fire Chief, Assistant Fire Chief, Fire Rescue Division Chief, Administrative Assistant Receptionist, and all other employees of the City of Greenacres are excluded from the bargaining unit.

Section 3

The parties agree that changes are required to the list of classifications/positions/titles that are "included" and "excluded" from this bargaining unit as noted in PERC Certification Number 1835, dated March 24, 2014. The changes include, but are not limited to, the "included" title of Fire/EMS Lieutenant, which has been re-titled by mutual agreement to Fire Rescue Captain, and the title of the "excluded" position of Director has been re-titled/changed to Fire Chief. In addition, the parties agree that the position of Assistant Fire Chief has been created as an "excluded" management position/title and that there also have been numerous other changes to the list of "excluded" positions based on recent changes to the Fire Department and the City's former Police Department. As a result of these changes, the parties also agree that they will jointly file for clarification of the unit certification with the Public Employees' Relations Commission to correct the unit certification based on those changes.

Section 4

The City shall send notices and communications with respect to changes to bargaining unit members' wages, hours, and terms and conditions of employment to:

Professional Firefighters/Paramedics of Palm Beach County Local
2928 IAFF, Inc.
2328 S. Congress Avenue Suite 2C
West Palm Beach, FL 33406

ARTICLE 3 NON-DISCRIMINATION

Section 1

There shall be no discrimination against any employee covered by this Agreement solely because of Union activities protected by F.S. 447, or because of membership, non-membership or office held in the Union.

Section 2

The parties recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is an addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4 DUES DEDUCTION

Section 1

Upon receipt of a lawfully executed written authorization form from a bargaining unit member, the City agrees to deduct the current regular association dues elected by the bargaining unit member biweekly and remit such deduction to the treasurer of the Union within fifteen (15) working days from the date of deduction. Each Fiscal Year, The Union shall notify the City, in writing, the amount to be deducted from each employee and shall notify the City, in writing, thirty (30) days prior to any change in the regular Union dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature.

Section 2

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the City's finance director with a copy to the Union.

Section 3

The Union may change the amount of dues (including a program or benefit) one time per Fiscal Year, per employee. The City may deduct \$100.00 from dues, per employee, for any changes thereafter.

Section 4

The Union agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the City of Greenacres to deduct from my wages each pay period an amount equal to the current regular biweekly dues of the Union and the cost of any additional programs or benefits elected by me and to transmit this amount to the treasurer of the Professional Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc.

Date:
Name:
Address:
Signature:

INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the City of Greenacres to stop deducting from my wages each pay period the current regular biweekly Union dues of the Professional Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc. A copy of this revocation has been forwarded to the treasurer of the Union.

Date:

Name:

Address:

Signature:

Section 5

The Union shall hold the City harmless against any and all claims, demands, and liabilities of any kind whatsoever arising from any action taken or not taken by the City, its members, officials, agents, or representatives in complying with this Section or in reliance upon any notice, letter, or written authorization supplied to the City pursuant hereto.

ARTICLE 5 MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects, provided that the exercise of such right does not have the practical effect of violating specific terms of the Agreement. The rights of the City shall include but not be limited to the following:

1. To determine the organization of City Government.
2. To determine the purpose of each of its constituent departments.
3. To exercise control and discretion over the organization and efficiency of the operations of the City.
4. To maintain the sufficiency of the operations of the City and to set standards for service to be offered to the public.
5. To manage and direct the employees of the City, including the right to assign work and overtime, and to establish, modify, or change rules and regulations applicable to employees covered by this Agreement.
6. To hire, examine, classify (subject to language in this agreement), promote, train, transfer, assign, and schedule employees in positions with the City.
7. To suspend, demote, discharge, or take other disciplinary action and impose sanctions for cause.
8. To increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duty because of lack of work, lack of funds, or any other reason not prohibited by Law.
9. To determine and establish internal security practices, including the right to search all areas of City property (e.g. lockers, computers) and personal effects based upon reasonable suspicion.
10. To determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased and the right to contract and subcontract existing and future work.
11. To determine the number of employees to be employed by the City.
12. To establish, change, or modify the number, types, and the grades of positions or employees assigned to an organization, department or division thereof, or project.
13. To establish, change or modify duties, tasks and responsibilities or requirements of positions within the City.
14. To establish and revise or discontinue policies, practices, programs, or procedures.

In the event that civil emergency conditions exist, the provisions of this Agreement may be suspended in accordance with the Public Employees Relations Act, as long as pay, benefits and just cause discipline shall remain in effect throughout.

ARTICLE 6
FIREFIGHTERS' BILL OF RIGHTS

The City agrees to comply with the provisions of the Firefighters' Bill of Rights, Sections 112.82 and 112.83, Florida Statutes. Members shall have only those rights and remedies provided by the statute and court decisions interpreting it.

ARTICLE 7 UNION REPRESENTATION

Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party.

If any employee member of the bargaining committee is on duty during negotiation sessions, he/she may attend and participate in said sessions with no loss in pay if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee.

A Union representative may attend two (2) union meetings per month for up to four (4) hours, and any other emergency meeting scheduled during contract negotiations, without loss of pay, and if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee and shall not unreasonably be denied.

The City Manager and Fire Chief shall be notified in writing, when there is a change to the appointed Union Representative(s).

ARTICLE 8 UNION BUSINESS

Section 1

The Union agrees that there shall be no solicitation of City employees for membership in the Union, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of Union or affiliated Union literature or any other solicitation activity of the Union during the working hours of City employees; provided, however, that this Section shall not be construed to prohibit communication of official Union business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's meal period.

The Fire Chief will designate the following bulletin board location in the Fire Rescue Department for the use of the Union bargaining unit herein covered:

- a) Kitchen – Station 1 #94
- b) Hallway into bays – Station 2 #95

The Union may post meeting notices and special information notices on the bulletin boards for a period not to exceed thirty (30) days. Such notices may include: notices of Union meetings, notices of Union elections, notices of Union appointments to office, notices of Union recreational and social affairs and Union newsletters. All notices shall be submitted to the Fire Chief or his/her designee for review prior to posting. Permission to post notice shall not be unreasonably withheld.

All costs incidental to preparing and posting of Union material will be borne by the Union.

Section 2

A Union Representative shall be allotted fifteen (15) minutes to meet with all new employees during the first week of employment, for the purpose of explaining the Union's role as the Florida certified collective bargaining representative, and to answer any questions regarding the Collective Bargaining Agreement.

Section 3

Any time an investigation is completed, upon request, the Union shall be provided the entire investigative file, together with any proposed discipline, regardless of any bargaining unit member's right to such records. The documents shall be provided to the Union at no cost.

Section 4

There shall be created a pool of time known as Union Time Pool (UTP). Each employee who is covered by this agreement shall contribute four (4) hours of vacation time during the first full pay period of October each year. An employee who is not a member of the Union and who does not wish to participate in the funding of the UTP may opt out of this program by providing written notice to both the City and the Union by September 15 of each year. The Union Time Pool (UTP) may be used for Union business upon approval by the by the Union president or his/her designee.

Authorization by the Union President or designee for an employee to use the Union Time Pool must be submitted and approved in writing before such assignment is effective. The Union Time Pool shall be charged in one (1) hour increments. There will be no cost to the City for any time off related to the use of the Union Time Pool. If time off for use of the Union Time Pool requires a replacement employee who receives overtime pay, the Union Time Pool shall be charged one and one-half hours for every hour worked by the replacement employee.

A minimum of two (2) hours UTP shall be taken by an approved employee. A maximum of two (2) members may be approved at any one time unless staffing requirements prohibit such request.

Use of the Union Time Pool shall be subject to approval of the Fire Chief and or his/her designee. Approval shall not be withheld unreasonably. Under normal circumstances, the Union President or designee shall provide the Fire Chief or designee at least seventy-two (72) hours-notice before the requested use of the Union Time Pool.

ARTICLE 9 SENIORITY

Section 1

Seniority shall be defined as the total length of continuous service in the Fire Rescue Department and shall be computed from the time of appointment. Seniority shall continue to accrue during worker's compensation leave, holidays, vacation, funeral leave, compensatory leave, military leave, UTP Leave, and sick leave approved by the City. Leaves of absence without pay, either approved or otherwise, shall not count towards the accrual of seniority. Seniority for purposes of shift selection shall be defined as continuous service in a job code. Whenever practical, seniority for purposes of vacation and Kelly days shall be defined as continuous service in the Fire Rescue Department.

Section 2

Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement excluding DROP
3. Resignation
4. Is absent for three (3) consecutive working days without notification to and approval by the City. An employee may be reinstated to his/her position if the position is still vacant, by a showing of good cause to the Fire Chief, subject to the review of the City Manager, of why notification was not possible within three (3) days.
5. Failure to report to the City Manager's Office intention of returning to work within ten (10) days of receipt of recall as verified by Certified Mail, Return Receipt.
6. Failure to report to work at the termination of a leave of absence without pay.
7. Failure to report from Military Leave within the time limits prescribed by law.

Section 3

The City agrees that seniority shall govern the following matters:

1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority. Such lay-offs will be accomplished within the established rank structure.
2. Any employee of rank shall be permitted to drop a grade in rank to preclude layoff consistent with his or her seniority.
3. Employees shall be called back from lay-off according to their seniority. Such call backs will be accomplished within the established rank structure in Section 3-1 of this article.

4. Such actions will incorporate a certified letter to the employee who will specify a ten (10) day time limit for reply as to whether or not he/she wishes to be considered for his/her old position. In any event, no position will be held open longer than ten (10) days after the receipt of the certified letter advising that his/her old position is being held for them.

Section 4

The City shall have the right to determine the means of effectuating necessitated layoffs. The City may impose general across-the-board layoffs, potentially affecting all members of the Bargaining Unit equally, regardless of classification. The City may impose layoffs which may impact specific classifications only, or other layoff formats that the City chooses in order to operate and manage its affairs in all respects.

Section 5

Laid off employees who are qualified for an existing opening in the Fire Rescue Department of the same or lesser rank than their former position which they previously held and remain qualified for (including retaining required certifications) will be recalled for up to one (1) year from the time they are laid off. Laid off employees shall be recalled in reverse order in which they were laid off. In the event of a recall, the City shall notify the employee at their last known address of record with the City by certified mail, return receipt, of such recall and give the employee ten (10) days to reply. It is the responsibility of the employee to keep his/her current address on file with the City. No position shall be held open for an employee for more than ten (10) days after he/she has received the Notice of Recall.

ARTICLE 10 DRUG FREE WORKPLACE

Section 1

Drug tests may be administered by the City pursuant to the drug-free workplace program; Section 440.102, Florida Statutes; and the City of Greenacres Drug- Free Workplace Policy, Administrative Directive No. 26, as amended by this Agreement.

Section 2

All safety sensitive positions, including regular and probationary Paramedics, Emergency Medical Technicians, Captains, and Fire Marshals, employed by the City shall be subject to random screening for the presence of alcohol or drugs.

Section 3

The City will contract with an independent company to conduct one (1) random alcohol/drug screening tests each month.

One (1) primary names and one (1) alternate will be randomly selected by the testing company.

All employees shall be tested while on duty. Upon notification, the employee shall immediately report to the drug testing facility, accompanied by Fire Rescue Administration or their designee.

No employee shall be tested more than three (3) times in any twelve-month period.

ARTICLE 11 LEAVE POLICY

Section 1

Leaves shall be in accordance with the established procedures of the City of Greenacres, except as modified below.

Section 2

Paid vacation for bargaining unit employees shall accrue in accordance with the following schedule:

	<u>24/48 Hour Employees</u>	<u>Other Employees</u>
1-5 years	3 shifts	80 hours
6-10 years	5 shifts	120 hours
11-20 years	7 shifts	160 hours
21 or more years	8 shifts	200 hours

In the first week of November, the Department will advise employees of the available vacation time based on scheduling and staffing concerns. First round selection of vacation must be made between November 1st and November 15th. Selection will be made by seniority in rounds. Round one vacation must be in increments of at least one (1) week (40 hrs. or 48 hrs.). If an employee wants to select more than one (1) week of vacation during round one, additional weeks must be taken consecutively with the first week. After all employees have made their round one selection, Round 2 selection of vacation will take place December 1st thru December 15th. After Round 1 and Round 2, employees may select any remaining vacation time on a first come, first served basis.

Section 3

All requests for vacation shall be made at least five (5) days in advance from the start of the requested day. The Fire Chief or his/her designee may at his/her discretion approve vacation time inside of the five (5) day time period if no coverage is needed. Vacations may be canceled in the event of an emergency as determined by the City.

Section 4

In the event that a shift is at minimum staffing levels, leave requests will be limited to one supervisory position per shift and two (2) non-supervisory positions per shift utilizing vacation time in accordance with this Agreement.

Section 5

In the last pay period of August each year, vacation time in excess of two hundred sixteen (216) hours shall be paid out at the employee's current rate of pay. This shall be a separate payment and will have all applicable deductions taken out.

Section 6

Employees hired before June 28, 2000, shall be covered by the existing sick leave policy, except as modified by this Agreement.

Fire Rescue employees assigned to work 24 hour shifts shall accrue sick leave at the rate of one-third shift each month, for a total of four (4) shifts per year.

Employees hired prior to June 28, 2000, who separate in good standing after ten (10) years of service with the City, shall receive compensation at their normal hourly rate for the total sick leave hours accumulated.

Bargaining unit employees may accumulate up to 960 hours of sick leave. Employees may use up to 48 hours annually of accrued sick leave as personal leave. Personal leave shall be taken in increments of 2 hours and limited to one person per shift. Personal time must be approved by the Fire Chief or designee and shall not cause overtime. Employees may opt to receive compensation for one-half of the total number of hours accumulated above 480. This compensation shall be paid at one-half the employee's regular rate per hour, such that for each half-hour of pay, one full hour sick leave will be deducted from the employee's accumulated sick time.

Employees hired after June 28, 2000 shall be covered by the following sick leave policy:

<u>Years of Service</u>	<u>% of Sick Leave Payout</u>
0 to 5	0%
5 to 10	25%
10+	50%
Normal Retirement*	100%

*When an employee is eligible for and applies for a retirement benefit under FRS or the City Plans

Section 7

Employees working a 40 hour, 5/8 schedule who take sick leave on a holiday, the regularly scheduled day before or the regularly scheduled day after a holiday shall not receive holiday pay. Employees working any other schedule who take sick leave on a holiday, the calendar day before or the calendar day after a holiday shall not receive holiday pay. Employees who work on a holiday shall receive holiday pay notwithstanding any sick leave taken. Bargaining unit employees shall receive eight (8) hours of holiday pay for each City approved holiday, currently 11 per year, whether or not the employee works on the holiday.

Section 8

Shift employees covered by this agreement will receive their holiday pay at straight time in one lump sum in September of each year in a separate payment with all applicable deductions.

Section 9

The City reserves the right to require documentation supporting a request for funeral leave. Funeral leave may only be used to attend funeral services.

ARTICLE 12 INSURANCE

The City shall pay 100% of the monthly premium of the base health, dental, and life insurance plans for bargaining unit members, and 50% of the monthly premium of the base health and dental plans for members desiring dependent coverage. Employees desiring to add dependent coverage can do so in accordance with the provisions of the City's health insurance plan. The City shall pay the same dollar amount that it pays toward the base City plan for unit members desiring coverage under the optional plan for themselves and/or their dependents, if applicable.

The City may alter coverage provided in this article only after providing the union with notice 10 days prior to the effective date of the change.

ARTICLE 13 UNIFORMS AND EQUIPMENT

Section 1

The City shall furnish uniforms to all bargaining unit members who are required to wear uniforms in the performance of their duties.

Section 2

Any uniform or related equipment initially supplied by the City, which is damaged or destroyed while an employee is acting in the performance of his/her official duties, shall be replaced by the City at no cost to the employee, provided the same is not the result of his/her negligence. Such claim of loss must be supported with reasonable proof and shall be subject to the approval of the Fire Chief or his/her designated representative.

Section 3 Fire Certified Personnel Uniforms

Effective October 1 of each year, non-probationary fire certified personnel in the bargaining unit shall receive a uniform credit in the amount of four hundred (\$400.00) dollars to be used for the purchase of approved items from the City's selected vendor. The City shall provide needed firefighting gear to firefighters and uniforms to newly hired probationary employees as listed herein. Effective October 1 of each year following completion of probation, the employee will be provided a four hundred (\$400.00) dollar uniform credit to be used for the purchase of approved items.

The name and rank of the supervisory EMS personnel shall be applied to newly issued uniforms, and the name and rank of Firefighter shall be applied to all other uniforms.

New employee uniform list:

EMT pants - 2
Polo shirts - 3
PT shorts - 1
T-shirt - 3
CQB belt - 1
Windbreaker - 1
Utility jumpsuit
Badge - 1
Nameplate - 1

Class A shirt LS blue - 1
Class A necktie - 1
Class A belt - 1
Class A dress pant - 1

ARTICLE 14 WORKWEEK AND OVERTIME

Section 1

Except in the event of an emergency, the City reserves the right to change regular work schedules upon three (3) day notice. The Department may not change individual work schedules solely to avoid payment of overtime.

Fire Rescue employees assigned to work 24 hour shifts shall work an average of 48 hours per week over a 21 day work period that includes a 24 hour shift off (Kelly day) every seventh (7th) shift.

The Department will advise employees of the available Kelly days based on scheduling and staffing concerns. Employees will rank each day of the week by order of their preference (1 to 7), and Kelly days will be determined on the basis of seniority. There will be a maximum one (1) employee on Kelly day per shift per station on Saturdays and Sundays. There will be a maximum of one (1) Captain off per day per shift. Step-ups will not have the same Kelly day as their immediate station Captain. The Kelly day selection process will begin again October 15 of each year. Kelly days will take effect the first full three (3) week pay cycle in each January.

Section 2

Fire Rescue personnel assigned to work 24 hour shifts shall be eligible for overtime after 144 hours worked in a 21 day work period.

All other employees will be eligible for overtime after 40 hours worked in a 7-day work period.

Section 3

Only actual hours worked will be considered for purposes of determining eligibility for overtime compensation. Approved vacation leave and worker's compensation leave will be considered actual hours worked.

Section 4

Off-duty employees called out to work shall be paid a minimum of three (3) hours at straight time or overtime under Section 2 as applicable.

ARTICLE 15 SHIFT EXCHANGE

Section 1

Employees may exchange shifts or parts of shifts with another employee in the same classification (job code) with prior approval of the immediate supervisor of the employee requesting the exchange. Approval for exchanges of time shall not unreasonably be denied.

Section 2

Shift exchanges must be accomplished within twelve (12) months. Shift exchanges shall not result in the City incurring overtime liability it would not otherwise incur.

Section 3

Employees are responsible for making all exchanges, subject only to approvals as described above. An employee who accepts a shift exchange is responsible for working that exchange, and will be subject to disciplinary action for non-attendance. If the employee who is scheduled to work a shift exchange does not report to work or is absent from any work time during that scheduled shift exchange, that employee will be charged the time from his/her leave accruals required to cover his/her absence, which shall be charged to the employee's accruals at the time and one-half rate if any overtime costs are incurred by the City to obtain coverage for that employee. An employee whose accruals are charged shall also remain subject to disciplinary action for non-attendance.

Section 4

Employees must work their end of all exchanges, and compensation in any other form may not be used to repay an exchange. If an employee quits and owes other employees exchanged shifts, the employees affected are not owed any compensation from the City.

Section 5

Shift exchanges for educational purposes will not be denied if they otherwise meet the requirements of this Article.

Section 6

Kelly Days may be exchanged voluntarily between employees on a temporary or permanent basis as long as it does not create overtime. A Kelly Day may be exchanged for a vacant Kelly Day slot provided that the exchange is made within one twenty-one (21) day work cycle. All Kelly Day exchanges must have prior approval by the Fire Rescue Division Chief or his/her designee.

ARTICLE 16 SALARY PLAN

Section 1

Promotions - Employees who are promoted to Captain will be placed at the minimum of the new position or at a rate of ten percent 10% above their current rate of pay, whichever is higher. The date the promotion becomes effective, will become the employee's new anniversary date.

Section 2

A. First year; October 1, 2017 through September 30, 2018.

- a. Attached to this agreement is a new salary schedule for 2017-2018 that has new/increased levels from the minimum to the maximum levels in the salary ranges and one additional pay level added at the maximum end of the salary range for each position. The salary range levels for Firefighter/Paramedic and Captain includes the 15% assignment pay added to the base pay salary for the paramedic certification provided under Section 3 of this Article.
- b. Effective October 1, 2017, each non-probationary employee will be slotted into the new salary schedule for his/her position based on the employee's current level within the current FY 2016-2017 pay plan, with the exception of a few previously identified employees, with less than 12 years of service, who will be re-slotted based on a correction made to reflect their current years of service on September 30, 2017. At the time of this re-slotting, there will be no employees slotted into the new/additional maximum level of the attached salary schedule for each position. Employees hired prior to the ratification of this 2017-2020 Agreement who are still serving their initial probationary period after ratification, will remain at their current salary level (without re-slotting and without a wage increase) until they each successfully complete their probation, and each of them will then be slotted into step 2 on the new salary schedule.
- c. Effective on each employee's anniversary date between October 1, 2017 and September 30, 2018, the employee will be advanced one level in the attached salary schedule, provided that no employee shall exceed the maximum level in the salary range. Provided also, however, that the anniversary date increase provided in this section (subpart c) shall not be applicable to the probationary employees who will be slotted as provided in Section A, subpart b above, when they each successfully complete probation.
- d. Employees who are under the Dismissal for Lack of Performance shall not receive a salary increase unless or until they achieve satisfactory performance.

B. Second Year: October 1, 2018 through September 30, 2019.

- a. Effective October 1, 2018, an increase of two (2%) will be applied to the base salary for all non-probationary employees.
- b. Effective on the employee's anniversary date, the employee shall move to the next

level on the salary plan. If an employee reaches the top of the salary plan, said employee shall receive no increase.

- c. Employees who are under the Dismissal for Lack of Performance shall not receive a salary increase unless or until they achieve satisfactory performance.

C. Third Year: October 1, 2019 through September 30, 2020.

- a. Effective October 1, 2019, an increase of two (2%) will be applied to the base salary for all non-probationary employees
- b. Effective on the employee's anniversary date, the employee shall move to the next level on the salary plan. If an employee reaches the top of the salary plan, said employee shall receive no increase.
- c. Employees who are under the Dismissal for Lack of Performance shall not receive a salary increase unless or until they achieve satisfactory performance.

D. Probationary Employees hired after October 1, 2017

- a. Employees hired after October 1, 2017 shall be placed at the minimum salary level for the Firefighter/EMT position during their probationary period and shall remain in that salary level with no increases due until the employee successfully completes probation. Upon the employee's successful completion of probation, the employee will be moved into Step 2 of the salary plan.

Section 3

Assignment Pay - Employees assigned to Paramedic Field Training Officers and Driver Engineers shall receive annual assignment pay of \$1,500.00, paid monthly; for the duration of that assignment, and shall be included in their regular rates of pay.

Firefighter/EMT's who become State of Florida Paramedic certified and are signed-off to function as a Paramedic per department standards and who are assigned as a Paramedic shall receive 15% assignment pay on top of their current Firefighter/EMT salary.

Filling a Temporary Vacancy - Non-supervisory employees, assigned to fill a temporary vacancy for Captain to supervise one-half shift or longer shall have their regular rate of pay increased by 5% for said hours worked as a supervisor. Such employees must be on the eligibility list for the respective position they will be assigned to.

Section 4

Nothing in this Agreement will require the payment of wage increases of any kind after the expiration of the Agreement.

ARTICLE 17
SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 18 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A grievance shall be defined as a dispute over the interpretation or application of the specific provisions of this Agreement.

Section 2

Should the City wish to press a grievance, such grievance must be presented to the Union for a response. The Union shall have ten (10) working days in which to submit a written response. The City may appeal the Union's response to arbitration pursuant to Section 4 of the procedure below.

Section 3

In a mutual effort to provide harmonious relations between the parties to this agreement, it is agreed to and understood by both parties that there shall be a procedure in this department for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this agreement as follows:

- Step 1. The aggrieved employee or a union representative may present a written grievance to his/her Division Chief within ten (10) working days of the occurrence or knowledge of the matter-giving rise to the grievance. The Division Chief shall attempt to adjust the matter within his/her authority and respond to the party presenting the grievance within ten (10) working days.
- Step 2. If the grievance has not been satisfactorily resolved in Step 1, the Union representative and/or the aggrieved employee may appeal the grievance to the Fire Chief, within ten (10) working days after the time the response from the previous step is due. The Fire Chief shall respond, in writing, within ten (10) working days to the employee and Union.
- Step 3. If the grievance is not satisfactorily resolved in Step 2, the aggrieved employee or the Union may appeal the grievance to the City Manager, in writing, within ten (10) working days of the date the response was due in Step 2. The City Manager shall respond in writing within ten (10) working days to the employee and the Union.

Note: The time limits set forth may be waived only by mutual agreement, in writing, between the parties. If the Union fails to advance a grievance within these time limits, the grievance will be treated as withdrawn with prejudice.

If the City fails to respond to the grievance within these time limits, the grievance will be treated as denied, effective on the date the response was due. For grievances relating to more than one (1) bargaining unit member, the Union may file a grievance on behalf of all affected Union members at the Step at which there is authority to resolve the grievance.

Section 4 Arbitration Referral

1. If the grievance is not resolved at Step 3 of the Grievance Procedure, the Union may, within (10) working days of the date of the response was due in Step 3, submit a request for arbitration to the City Manager. In general, grievances, either the Union or the City may request to take the issue or grievance to arbitration. For grievances filed by an employee or by the Union, the Union shall have the exclusive right to refer a grievance to arbitration except where the Union elects not to represent an employee due non-membership in the Union, in which case the employee may proceed in accordance with Chapter 447, Fla. Stat.
2. If the parties fail to mutually agree upon an arbitrator within ten (10) days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals from the Federal Mediation Conciliation Service (FMCS) shall be requested by either party, with a copy of the request sent to the other party. Within ten (10) days after the receipt of the list, each party may reject one panel. The party rejecting the panel will pay for the next panel. Once a panel is approved, the parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. The party bringing the grievance shall cross out the first name. Failure of the parties to select an arbitrator within thirty (30) days of receipt of the panel from FMCS will be considered a withdrawal of the grievance with prejudice.
3. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
4. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any issues not submitted.
5. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the union and employer, except as provided by law.
6. The arbitrator's fee and expenses shall be borne equally by the parties bringing the grievance.
7. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.

8. The arbitrator shall be requested to tender his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the close of the hearing.
9. In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator, which shall allow any monetary payment, damages or accruals for more than five (5) working days prior to the date when such grievance shall have been first submitted in writing.
10. Upon receipt of the arbitrator's award, corrective action, if any will be implemented as soon as possible.
11. If either party to this agreement requests a copy of transcripts of the arbitration hearings, both parties will share equally the cost of such transcripts.
12. If the party requesting arbitration does not advance the prosecution of the case by, at a minimum, scheduling a date for the hearing, within 60 days of the selection of the arbitrator or 120 days of the grievance being advanced to arbitration, whichever shall last occur, the grievance shall be deemed withdrawn.

Section 5

Non-Probationary employees may appeal disciplinary suspensions of greater than two days, disciplinary demotions or discharges to arbitration under this Article. Notwithstanding the above, non-probationary employees may appeal to arbitration a second suspension of two days or less received within one year. Non-probationary employees may appeal lesser disciplinary penalties through Step 3 of the grievance procedure, and the City Manager's response shall be final. Newly hired probationary employees shall not have the right to appeal discharge.

ARTICLE 19 WORK STOPPAGES

Section 1

There will be no strikes, work stoppages, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this Agreement. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the employees covered by this Agreement.

Section 2

Recognizing that Florida law prohibits the activities enumerated in Section 1 above, the parties agree that any member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.

Section 3

It is recognized by the parties that the activities enumerated in Sections 1 and 2 above are contrary to the ideals of the professionalism and to the Fire Rescue Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article the City shall be entitled to seek and obtain legal and/or equitable relief available in any forum.

ARTICLE 20
PENSION

All eligible unit employees shall continue to participate in existing City pension plans.

ARTICLE 21
TEMPORARY DISABILITY LEAVE

Section 1

Certified employees shall be permitted up to eighteen (18) months to return to duty after sustaining: a serious injury in the line of duty caused by traffic at a scene or sustained during fire combat, treatment of a violent person, vehicle extrication, or while engaged in fire rescue activities.

Employees sustaining such injuries shall receive up to \$175 per week in addition to their workers' compensation benefits; provided that in no case shall they receive more than 100% of their average take home pay over the 13 calendar weeks before the date of the injury.

This section is intended to cover serious injuries that may occur due to the unique hazards of fire/rescue activities and is not intended to cover injuries that could be sustained by other non-special risk City employees.

Section 2

Except as provided for in this Article, bargaining unit employees who become temporarily disabled shall be covered by Council Policy 21, as amended.

ARTICLE 22 RESIDENCY

All employees must reside in one of the following counties: Broward, Glades, Hendry, Martin, Miami-Dade, Okeechobee, Palm Beach or St. Lucie. However, employees who are authorized to have a take-home vehicle must have and maintain residency in Palm Beach County as a condition of assignment and continued use of that vehicle.

ARTICLE 23 EDUCATION

The City is committed to advancing the education of its Fire Rescue employees and, towards that end, reimbursing employees' tuition at any accredited junior college, community college, college or university within the State of Florida. Courses must be job related and approved in advance of the start of the course by the City. Tuition will be reimbursed at rates not exceeding those paid by PBSC or FAU, and employees are limited to \$2,000 per fiscal year in tuition reimbursement, subject to funding. Accordingly, upon completion of any accredited college, masters and/or doctoral level course, the City shall reimburse employees based upon a formula related to the grade the employee receives for the course, as follows:

<u>Grade</u>	<u>Reimbursement</u>
A	100%
B	85%
C	75%

The City agrees that beginning on the ratification date of the 2017-2020 Agreement, \$6,000.00, shall be budgeted and made available in each of the three fiscal years of this Agreement, for tuition reimbursement to the members of this bargaining unit. This money must be used consistent with the requirements of the City's Tuition Reimbursement Policy, but the parties also agree that the above noted amount shall be available only for use during each fiscal year of the term of this Agreement. Therefore, the City and the Union also agree that the full remaining value of the \$6,000.00, if any, made available in the third fiscal year of this Agreement shall sunset and shall no longer be available as of September 30, 2020.

If an employee leaves the employment of the City within three (3) years of receiving tuition reimbursement, he/she will reimburse the City for the tuition in the following manner:

Within the 1 st year	100%
Within the 2 nd year	75%
Within the 3 rd year	50%

The City is authorized to deduct these costs from the employee's final payout.

ARTICLE 24
OFF-DUTY CONTRACT DETAILS

The City shall make available the services of its Fire Rescue personnel off-duty subject to contracts by which non-supervisory and supervisory personnel hourly rates of pay shall be as follows: non-supervisory personnel shall be paid thirty dollars (\$30) per hour, and supervisory personnel shall be paid thirty-five dollars (\$35), per hour only when serving in a supervisor capacity.

City personnel's earnings from off-duty contract details shall not be included and credited as earnings for purposes of calculating retirement benefits.

ARTICLE 25
EXERCISE EQUIPMENT

The City shall designate and equip a fitness area for use by unit members, off-duty or during down-time at all Fire Rescue Stations. Injuries occurring while engaged in recreational activities, including gym workouts under this article, will not be considered within the scope of employment for purposes of compensability under workers' compensation.

ARTICLE 26 DONATION OF TIME

Section 1

Bargaining Unit personnel shall be able to donate vacation or sick time above 480 accumulated hours to other employees that are out of work due to sickness or injury. Non-probationary employees who have less than 480 hours of accumulated sick time may donate up to 48 hours in a 12-month period. Such donations shall be submitted to a Union Representative, who shall provide the City, on an approved form, with the names of donors and number of hours donated, and the name of the person to whom the hours have been donated. Donations shall be entirely voluntary and no undue influence shall be exerted by anyone to require that unit members donate time.

Section 2

A Bargaining Unit member may not use donations of time unless and until his or her available leave balances (vacation, sick) and compensatory time have been exhausted. The total of all donated hours to an eligible employee shall not exceed 1,152 hours in a 12 month period from the date of signing the donation form.

Section 3

Donations shall be on an hour for hour basis, notwithstanding rates of pay.

ARTICLE 27 SAFETY COMMITTEE

Section 1

The parties agree to comply with all applicable requirements of Federal, State, County and City laws, rules and regulations pertaining to safety and health, protective clothing and emergency apparatus.

Section 2

The parties agree to form and maintain a Fire-Rescue Department Safety Committee to consider safety and health related issues. The committee shall adopt its own operational rules of procedures. The committee shall consist of six members: three (3) appointed by the Union President and three (3) by the Fire-Rescue Department. Meetings shall be called at least once each quarter during the calendar year.

Section 3

1. The Safety Committee will be responsible for:
2. Reviewing and analyzing reports of accidents, deaths, injuries and illnesses, and recommending rules and procedures for the promotion of health and safety among firefighters.
3. The committee will make periodic inspections of Fire-Rescue Department facilities on a quarterly basis or by special request.
4. The committee will keep minutes of each meeting and a written report of accidents, injuries and illnesses. These reports will be maintained by the Fire-Rescue Department and shall be made available to all committee members.

Section 4

The issues covered by the committee shall, after resolution by the committee, be forwarded to the Fire Chief. The committee's recommendation shall be advisory only. Final action on the committee's recommendation shall remain in the sole discretion of the City.

ARTICLE 28
LABOR RELATIONS COMMITTEE

Section 1

The parties agree to form and maintain a Labor-Management Committee that will be composed of up to three (3) members appointed by the City Manager or his/her designee, which will include the City Manager (or designee), and up to three (3) members of the bargaining unit designated by the Union President. The committee will meet upon the request of either party within fourteen (14) days, unless otherwise mutually agreed upon, at a place established by the City Manager.

Sections 2

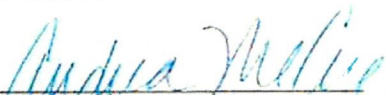
The purpose of the Labor-Management Committee is to facilitate communications between management and members of the union and to provide a forum to discuss Fire-Rescue Department related activities. It is agreed that the Labor-Management Committee is not to be used as a substitute for the collective bargaining process or as a forum to discuss issues that should be discussed through the collective bargaining process. Neither the Fire-Rescue Department or the City shall be bound by the results of any discussions, studies or reports generated by this committee, but will give consideration to suggested improvements or programs determined by the committee to be potentially beneficial to the morale, performance and financial management of the Fire-Rescue Department.

**ARTICLE 29
DURATION OF AGREEMENT**

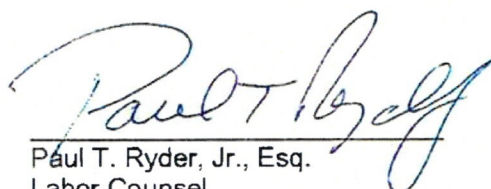
Except as otherwise provided herein, this Agreement shall be effective October 1, 2017 and shall continue in force and effect until its expiration date of September 30, 2020.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the 2nd day of October, 2017.


FOR THE CITY:



Andrea McCue
City Manager


Joanna Cunningham
City Clerk


Paul T. Ryder, Jr., Esq.
Labor Counsel

FOR THE UNION:


Scott Bielecky
1st Executive Vice President


Phillip J. Konz
District Vice President


Mark W. Floyd, Esq.
Counsel for Union

Oct 1, 2017 Proposal Pay Scale Slotting

Firefighter/EMT		Firefighter/Paramedic		Fire Rescue Captains	
Step	Salary	Step	Salary	Step	Salary
1	\$45,589.00	1	\$52,427.35	1	\$72,440.36
2	\$47,412.56	2	\$54,524.44	2	\$75,337.97
3	\$49,309.06	3	\$56,705.42	3	\$78,351.49
4	\$51,281.42	4	\$58,973.64	4	\$81,485.55
5	\$53,332.68	5	\$61,332.58	5	\$84,744.98
6	\$55,465.99	6	\$63,785.89	6	\$88,134.77
7	\$57,684.63	7	\$66,337.32	7	\$91,660.17
8	\$59,992.01	8	\$68,990.82	8	\$95,326.57
9	\$62,391.69	9	\$71,750.45	9	\$99,139.63
10	\$64,887.36	10	\$74,620.47		
11	\$67,482.86	11	\$77,605.29		
12	\$70,182.17	12	\$80,709.50		
13	\$72,989.46	13	\$83,937.88		
Driver Engineer				Fire Marshal	
				Step	Salary
1	\$47,089.00			1	\$58,000.00
2	\$48,972.56			2	\$60,320.00
3	\$50,931.46			3	\$62,732.80
4	\$52,968.72			4	\$65,242.11
5	\$55,087.47			5	\$67,851.80
6	\$57,290.97			6	\$70,565.87
7	\$59,582.61			7	\$73,388.50
8	\$61,965.91			8	\$76,324.04
9	\$64,444.55			9	\$79,377.00
10	\$67,022.33			10	\$82,552.09
11	\$69,703.22				
12	\$72,491.35				
13	\$75,391.01				

Oct 1, 2018 Proposal Pay Scale 2%

Firefighter/EMT		Firefighter/Paramedic		Fire Rescue Captains	
Step	Salary	Step	Salary	Step	Salary
1	\$46,500.78	1	\$53,475.90	1	\$73,889.17
2	\$48,360.81	2	\$55,614.93	2	\$76,844.73
3	\$50,295.24	3	\$57,839.53	3	\$79,918.52
4	\$52,307.05	4	\$60,153.11	4	\$83,115.26
5	\$54,399.34	5	\$62,559.24	5	\$86,439.87
6	\$56,575.31	6	\$65,061.61	6	\$89,897.47
7	\$58,838.32	7	\$67,664.07	7	\$93,493.37
8	\$61,191.85	8	\$70,370.63	8	\$97,233.10
9	\$63,639.53	9	\$73,185.46	9	\$101,122.43
10	\$66,185.11	10	\$76,112.88		
11	\$68,832.51	11	\$79,157.39		
12	\$71,585.81	12	\$82,323.69		
13	\$74,449.25	13	\$85,616.63		
Driver Engineer				Fire Marshal	
				Step	Salary
1	\$48,030.78			1	\$59,160.00
2	\$49,952.01			2	\$61,526.40
3	\$51,950.09			3	\$63,987.46
4	\$54,028.10			4	\$66,546.95
5	\$56,189.22			5	\$69,208.83
6	\$58,436.79			6	\$71,977.19
7	\$60,774.26			7	\$74,856.27
8	\$63,205.23			8	\$77,850.52
9	\$65,733.44			9	\$80,964.55
10	\$68,362.78			10	\$84,203.13
11	\$71,097.29				
12	\$73,941.18				
13	\$76,898.83				

Oct 1, 2019 Proposal Pay Scale 2%

Firefighter/EMT		Firefighter/Paramedic		Fire Rescue Captains	
Step	Salary	Step	Salary	Step	Salary
1	\$47,430.80	1	\$54,545.41	1	\$75,366.95
2	\$49,328.03	2	\$56,727.23	2	\$78,381.63
3	\$51,301.15	3	\$58,996.32	3	\$81,516.89
4	\$53,353.19	4	\$61,356.17	4	\$84,777.57
5	\$55,487.32	5	\$63,810.42	5	\$88,168.67
6	\$57,706.82	6	\$66,362.84	6	\$91,695.42
7	\$60,015.09	7	\$69,017.35	7	\$95,363.24
8	\$62,415.69	8	\$71,778.04	8	\$99,177.77
9	\$64,912.32	9	\$74,649.17	9	\$103,144.88
10	\$67,508.81	10	\$77,635.13		
11	\$70,209.16	11	\$80,740.54		
12	\$73,017.53	12	\$83,970.16		
13	\$75,938.23	13	\$87,328.97		
Driver Engineer				Fire Marshal	
				Step	Salary
1	\$48,991.40			1	\$60,343.20
2	\$50,951.05			2	\$62,756.93
3	\$52,989.09			3	\$65,267.21
4	\$55,108.66			4	\$67,877.89
5	\$57,313.00			5	\$70,593.01
6	\$59,605.52			6	\$73,416.73
7	\$61,989.74			7	\$76,353.40
8	\$64,469.33			8	\$79,407.53
9	\$67,048.11			9	\$82,583.84
10	\$69,730.03			10	\$85,887.19
11	\$72,519.23				
12	\$75,420.00				
13	\$78,436.80				