

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WEST PALM BEACH

AND

**THE WEST PALM BEACH ASSOCIATION OF
FIRE FIGHTERS, I.A.F.F. - LOCAL 727**

**BATTALION CHIEF
UNIT**



November 1, 2017 through September 30, 2020

Printed August 28, 2017

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ARTICLE 1. PREAMBLE

Section 1.

In accordance with the State of Florida Public Employees Relations Act, this Agreement is entered into by and between the City of West Palm Beach, a municipal corporation in the State of Florida, hereinafter referred to as the "employer" or "City" and the West Palm Beach Association of Fire Fighters, I.A.F.F. Local 727, hereinafter referred to as the "Union". This Agreement is applicable for employees as defined in Certificate Number 1619 issued by the Public Employees Relations Commission on November 29, 2006.

Section 2.

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively; to provide an orderly, peaceful and prompt means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic and entire Agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

Section 3.

The parties recognize that the basic interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal public service to the citizens of the community.

Section 4.

The Union recognizes that the City of West Palm Beach is firmly committed to securing equal employment opportunities and freedom from discrimination on the basis of age, sex, gender identity or expression, race, religion, national origin, sexual orientation, and any other factor protected by United States, Florida, Palm Beach County, or City law.

ARTICLE 2. RECOGNITION

Section 1.

The City of West Palm Beach hereby recognizes the West Palm Beach Union of Fire Fighters, I.A.F.F. Local 727, 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:

- A. Certificate Number 1619 granted by the Public Employees Relations Commission on November 29, 2006, comprised of all fire personnel of the City of West Palm Beach who hold the classification of Battalion Chief, Chief of Emergency Medical Services, Chief of Fire Training and Professional Development, and Chief Fire Prevention Officer referred to in the Agreement as employees. Excluded are Fire Rescue Chief, Assistant Chief of Operations, Assistant Chief of Administration and Support, Division Chief, Captain, Lieutenant, Fire Inspector, Driver Engineer and Firefighter. Parties agree that all employees holding the rank of Battalion Chief are included in the bargaining unit.

Section 3.

The West Palm Beach Union of Fire Fighters, I.A.F.F. Local 727, hereby recognizes the Mayor or his/her representative as the public employer's only representative for the purpose of collective bargaining.

Section 4.

The City of West Palm Beach will not discriminate against employees covered by this Agreement because of membership or non-membership in the Union or legal activity as required in this Agreement on behalf of the members of the Union.

ARTICLE 3. DUES DEDUCTION

This Article will be governed by Article 3 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235

ARTICLE 4. MANAGEMENT RIGHTS

Section 1.

The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects; and the powers and authority, which the City has not abridged, delegated, or modified by this Agreement, are retained by the City. Management officials of the City retain the rights, in accordance with applicable laws, regulations, and provisions of the Civil Service Rules and Regulations including but not limited to the following:

- A. To manage and direct the employees of the City.
- B. To hire, promote, transfer, schedule, assign, and retain employees in positions within the City.
- C. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- D. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- E. To maintain the efficiency of the operations of the City and to set standards of Fire Rescue service to be offered to the public.
- F. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- G. To determine the organization of the Fire Department.
- H. To determine the number of employees to be employed by the City.
- I. To determine the number, types and grades of positions of employees assigned to an organizational unit, the Department or project.
- J. To determine internal security practices.
- K. To require employees to be in a physical and mental condition that allows them to effectively perform their normal duties.
- L. To promulgate reasonable departmental rules and regulations not inconsistent with the provisions of this Agreement or Chapter 447, Florida Statutes.
- M. To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the City and direct the City's employees.

The City's failure to exercise any one or more of its Management Rights from time to time will not be deemed a waiver of the City's right to exercise any one or more of its Management Rights at a later time.

Section 2.

The City Commission has the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted.

Section 3.

If, by official action pursuant to Section 2-2 of the City Code and 820.042 Florida Statutes, it is determined that civil emergency conditions exist, including, but not limited to: riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Mayor or his/her designee during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.

ARTICLE 5. LABOR-MANAGEMENT COMMITTEE AND TEAMS

This Article will be governed by Article 5 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235

ARTICLE 6. SAFETY

This Article will be governed by Article 6 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235

ARTICLE 7. WORKERS' COMPENSATION BENEFITS

This Article will be governed by Article 7 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 8. PHYSICAL EXAMS

This Article will be governed by Article 8 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 9. COMMUNICABLE DISEASES

This Article will be governed by Article 9 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 10. SUBSTANCE ABUSE

This Article will be governed by Article 10 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 11. BULLETIN BOARDS AND DISPLAY CASE

This Article will be governed by Article 11 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235

ARTICLE 12. UNIFORMS AND EQUIPMENT

This Article will be governed by Article 12 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 13. DAMAGE TO CITY AND PERSONAL PROPERTY

This Article will be governed by Article 13 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 14. UNION BUSINESS

This Article will be governed by Article 14 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 15. ANNUAL LEAVE

Section 1. Pre-Scheduled Blocks or Individual Shifts

- A. Annual leave accrued in accordance with Section 2 below and holiday leave accrued in accordance with Article 16, Section 2, may be taken after the employee has requested and received approval for such leave. Granting of such leave requests shall be at the discretion and approval of the Fire Chief or his/her designee in the absence of the Fire Chief.
- B. An employee shall under no circumstance be allowed to carry over into the first pay period of the next calendar year, an accumulation greater than two (2) years' leave as determined by years of service at the rate set forth in Article 15, Section 2, below. Thus, employees may accrue annual leave during the calendar year that may be in excess of the two (2) year accumulation and if such leave is not used, it shall be forfeited at the end of the last pay period of each payroll calendar year. During the annual leave-scheduling process, the department shall provide a list of individual projected accrual amounts for use by the employee through the end of the last pay period of the calendar year.
- C. Leave Requests
 - 1. All leave requests are subject to the approval of the Fire Chief or his/her designee. The Fire Chief or his/her designee shall not unreasonably deny a leave request if the denial of leave results in an excess of the maximum accrual allowed for that employee.
 - 2. Employees shall request leave so as not to conflict with the operations of the department and such requests shall be in accordance with departmental policies and procedures.
 - 3. All leave requests and all leave authorizations shall specify the dates of the leave and the day on which the employee is to return.
 - 4. The employees may, with the approval of the Fire Chief or his/her designee, utilize all accrued annual leave on a consecutive shift basis.
 - 5. Accrued annual leave may be applied for as unscheduled leave provided standard backup procedures are followed.

Section 2. Annual Leave Accrual

The following annual leave accrual rates will be effective with the start of the first period that begins the new payroll calendar year:

Length Of Service	Shift Battalion Chiefs	Non-Shift Battalion Chiefs
1 - 4 Years	5.538 hours per pay pd (144 hrs annually)	4.00 hrs per pay pd (104 hrs annually)
5 - 9 Years	6.038 hours per pay pd (157 hrs annually)	5.230 hours per pay pd (136 hours annually)
10 -14 Years	6.971 hours per pay pd (181 hrs annually)	6.153 hours per pay pd (160 hours annually)
15-19 Years	8.317 hours per pay pd (216 hrs annually)	6.461 hours per pay pd (168 hours annually)
20 + Years	9.302 hours per pay pd (242 hrs annually)	6.769 hours per pay pd (176 hours annually)

Section 3. Annual Leave Charges

Annual leave taken by shift employees after the start of the first pay period that begins the new calendar year shall be charged at the rate of one hour for each one hour of leave taken.

Section 4. Record Keeping

- A. Annual leave time accruals and usage shall be calculated and maintained by Fire Rescue Services Administration through the payroll system. Any incorrect annual leave or holiday saved leave time accrual calculation shall be adjusted by the City as necessary whenever such error has been determined. An employee shall be notified of any such error and correction.

Further, it is the responsibility of an employee to bring to the attention of Fire Rescue Services Administration any positive or negative error in his/her accrual and usage as soon as the employee has detected the error.

ARTICLE 16. HOLIDAYS

Section 1.

The following days shall be observed as holidays for the purposes of this Article:

New Year's Day	January first
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July Fourth
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November Eleventh
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Holiday	Friday following Thanksgiving
Christmas Day	December Twenty-Fifth

Employees shall also observe any other day specifically designated by resolution of the City Commission for a public feast, Thanksgiving or holiday upon submission of written notice of acceptance by the Union President to the Manager of Employee Relations.

If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday, and if any holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday.

Section 2. Holiday Saved

Current "holiday saved banks" shall be frozen. When used, it shall be drawn at the rate of 19.2 hours per shift for shift employees and 6.4 hours for non-shift employees. If paid out upon termination of employment, it shall be paid on an hour for hour basis.

Section 3. Holiday Leave

- A. Employees working a twenty-four (24) hour shift shall earn holiday leave at the rate of 12 hours for each holiday recognized under this Article. Such holiday leave shall be added to the employee's accumulated annual leave subject to the maximum accrual.
- B. Employees working a forty (40) hour work week shall be allowed leave of absence with pay on every recognized holiday. In the event any persons work schedule will not permit such leave of absence, in the opinion of the Fire Chief or his/her designee, such person shall receive eight (8) hours holiday pay in addition to pay for hours worked.

ARTICLE 17. SICK LEAVE

This Article will be governed by Article 17 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 18. LEGAL BENEFITS

This Article will be governed by Article 18 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 19. EDUCATIONAL BENEFITS

This Article will be governed by Article 19 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235

ARTICLE 20. ASSIGNMENTS

Section 1.

A forty hour employee who is responsible for, or is assigned to, a classification higher than his/her normal classification will be paid five percent (5%) above his/her base rate of pay based upon actual hours worked during such period of additional responsibility or assignment. In order to receive the five percent (5%) out of classification pay provided for in this Section, a forty hour employee must be responsible for, or assigned to, a classification higher than his/her normal classification for a period of forty (40) hours or more. It is understood between the parties that only forty hour employees will be responsible for or assigned to a classification higher than his/her normal classification and that forty hour employees are the only employee's eligible for out of class pay pursuant to this section.

Section 2.

Only employees who have completed their promotional probationary period shall be eligible for assignment to, or to assume the responsibilities of, a higher classification.

Section 3.

The Fire Chief may assign an employee who has completed their promotional probationary period to work in any of the positions within the rank of Battalion Chief as long as the employee meets the qualifications for the position to which the employee is to be assigned.

ARTICLE 21. BASIC WORK PERIOD

This Article will be governed by Article 21 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 22. OVERTIME

This Article will be governed by Article 22 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 23. OFF-DUTY ASSIGNMENTS

When the Fire Chief or his/her designee determines that an Incident Commander of the rank of Battalion Chief is needed to work an off-duty assignment for a special event activity (such as Sunfest, etc.), employees holding the rank of Battalion Chief shall be eligible to volunteer to work that off-duty assignment. When an employee holding the rank of Battalion Chief works an off-duty assignment for a special event activity, he/she shall be paid at their regular base hourly rate of pay.

Selection for volunteering to work an off-duty assignment will be based on the sign up list for the special event. The Fire Chief or his/her designee will make the selection based on the sign up list.

Leave requests of any type will not be granted to cover an off-duty special event.

ARTICLE 24. BEREAVEMENT LEAVE

This Article will be governed by Article 24 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235

ARTICLE 25. PROMOTIONS/APPOINTMENTS

The promotional process for the position of Battalion Chief will be determined by the Fire Chief, but will at minimum include:

- a. Posting of an announcement of the opening that includes minimum and desired qualifications, including required degrees and certifications, and the date(s) and times of the process. Minimum qualifications shall be those contained in the job description of the position in which the vacancy exists.
- b. A process that consists of the submission of an application, and letter of interest.
- c. A structured interview panel consisting of five (5) people, two (2) of whom are selected from another Fire Rescue Agency and holds equal rank or above.
- d. The Fire Chief has the right to promote any person who meets the qualifications established by the Fire Chief in collaboration with the Human Resources Director or his or her designee and who participates in and completes the process.
- e. An additional evaluation process may be considered and implemented by the Fire Chief at his/her discretion.

The selection of the employee to be promoted or appointed to the rank of Battalion Chief is at the full discretion of the Fire Chief.

In the event that the promotional process does not produce a qualified internal candidate(s) for promotion to the rank of Battalion Chief, the Fire Chief will have the discretion to appoint a qualified candidate to fill the open position, which may include an external candidate.

ARTICLE 26. STAND-BY AND CALLBACK

This Article will be governed by Article 26 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 27. INSURANCE BENEFITS

Section 1. Life Insurance

The union and Benefit Fund agree to participate in the City sponsored life insurance benefit as follows:

- A. At no cost to an employee, a Life and Accidental Death and Dismemberment policy shall be issued in a face amount equal to one (1) times an employee's annual base salary plus \$50,000, rounded to the next higher multiple of \$1,000 to a maximum of \$250,000.
- B. An employee shall have the option to obtain additional life insurance by purchasing a Voluntary Supplement Life Insurance policy in an amount equal to one (1), two (2), or three (3) times the employee's annual base salary.
- C. An employee shall have the option to purchase Voluntary Dependent Life Insurance at their cost in accordance with the supplemental life insurance rate sheet.
- D. Retirees may purchase ten thousand (\$10,000) dollars of life insurance upon retirement. Retirees will be charged the same rate the City pays for active employees per one thousand (\$1,000) dollars of life insurance.

Section 2. Other Insurance Benefits

All other Health Insurance benefits shall be governed by Article 27 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 28. PENSION BENEFITS

This Article will be governed by Article 28 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 29. PROHIBITION OF STRIKES

This Article will be governed by Article 29 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 30. SALARY PLAN

Section 1. Job Classifications

- A. Any change of pay status, shall be effected at the beginning of the first payroll period subsequent to the date of the change.

Section 2. Determination of Review Date

The date of latest promotion will be used to determine the effective date for the first salary increase, which shall be at the completion of a six (6) month probationary period, unless otherwise extended. The employee's review date shall be six (6) months after the date of promotion and be used for future performance appraisals.

Section 3. Promotional Salary Increases

Any employee promoted into the Battalion Chief position shall advance to the next step of the Battalion Chief pay plan upon satisfactory completion of a probationary period.

Section 4.

- A. Any errors in a bargaining unit employee's pay check shall be corrected and payable to the employee in the following pay period. If such error caused a significant amount of pay to be deducted, then a paper check or EFT can be issued for an immediate correction to the error. Prior to deducting any overpayment by the City to an employee, the City will provide to the employee a report of the overpayment and will establish a re-payment plan.

Section 5. Paramedic Incentive Certification Requirements

All employees who are Florida State Paramedic Certified and who are fully authorized by the West Palm Beach Fire Rescue Department Medical Director and Fire Rescue Administration to perform Advanced Life Support (ALS) procedures must:

1. Possess and maintain current certification as a Florida State Paramedic.
2. Maintain current certification in Advanced Cardiac Life Support (ACLS) as approved by the Medical Director.
3. Meet the minimum continuing education requirements as established by the Medical Director and Fire Rescue Administration. Such requirements shall not exceed six (6) hours per quarter (or a total of twenty-four hours per fiscal year) and shall be obtained in an off-duty status. There will be no make-up assignments provided for individuals who fail to meet this requirement.
4. Obtain and maintain any other certifications as may be required for paramedic certification by the State of Florida.

5. Must maintain authorization from the West Palm Beach Fire Rescue Department Medical Director and Fire Rescue Administration to perform ALS procedures as a paramedic for this department.
6. Battalion Chiefs and EMS Captains will together determine staffing for ALS units on their respective platoons. This will allow for accommodation of individual needs with regards to additional or remedial training as determined by individual performance.

Section 6. Paramedic Incentive Pay

Paramedic Incentive Pay shall be governed by Article 30 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

Section 7. Special Operations Incentives

Special Operations Incentives pay shall be governed by Article 30 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235 but Battalion Chiefs receiving such incentives shall not count towards the employee caps contained in that Article.

Section 8. Pay Plan

The Battalion Chief Step Plan below shall remain in effect for the duration of this agreement:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly (48)	\$43.16834	\$44.46339	\$45.79729	\$47.17121	\$48.58635	\$50.04394	\$51.79548
Hourly (40)	\$51.80201	\$53.35607	\$54.95675	\$56.60545	\$58.30361	\$60.05272	\$62.15457
Annually	\$107,748.18	\$110,980.63	\$114,310.04	\$117,739.35	\$121,271.53	\$124,909.67	\$129,281.51

Effective with the first full pay period on or after November 1, 2017, each Battalion Chief shall be slotted in the step plan at the step which when combined with the step increase for FY2018, will result in an increase in base pay of at least three percent (3%).

Only Employees who were grandfathered into receiving longevity benefits provided under prior collective bargaining agreements shall continue to receive the longevity benefits they were receiving prior to this agreement taking effect. Notwithstanding anything in this agreement to the contrary any Longevity benefits provided by the City to grandfathered employees shall be applicable and paid out only on hours worked by the employee and shall not be applicable to any type of accrued leave balance, lump sum payments or any other type of final payout which the employee may receive upon separation from employment with the City.

ARTICLE 31. SECONDARY EMPLOYMENT

This Article will be governed by Article 31 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 32. LAYOFF PROCESS

This Article will be governed by Article 32 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 33. GRIEVANCE AND ARBITRATION PROCEDURE

This Article will be governed by Article 33 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 34. PREVAILING BENEFITS

This Article will be governed by Article 34 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 35. SAVINGS CLAUSE

This Article will be governed by Article 35 of the collective bargaining agreement between the City of West Palm Beach and IAFF Local 727, PERC Certification #235.

ARTICLE 36. DURATION OF AGREEMENT

Section 1.

Except as otherwise provided herein, this Agreement shall become effective November 1, 2017 or the first full pay period after ratification by the Union and approval of the City Commission whichever is later, and shall continue in full force and effect until its expiration date of September 30, 2020. This agreement supersedes any other collective bargaining agreements executed between the City and Union.

If all issues on a successor agreement are not resolved by September 30, 2020 this contract will remain in full force and effect until all issues have been resolved in accordance with Chapter 447, Part II, Florida Statutes.

Section 2.

Should either party desire to negotiate a successor agreement, it shall notify the other party after January 1, 2020 and not later than January 31, 2020. Such notification will be in writing and contain the title or titles of the article or articles the party wishes to add, alter, or amend, and only those articles will be subject to collective bargaining. All other articles will remain in full force and effect.

Negotiations for a successor Agreement shall commence on or about March 1, 2020. Both parties shall at the first meeting, discuss ground rules for negotiations and the general concepts of contractual changes to be proposed by both parties during negotiations, in an effort to identify potential common areas for future Agreement and process. The City must provide a complete economic proposal to the Union by July 15, 2020. If the City provides the Union with a complete economic proposal by July 15, 2020 then nothing in this Agreement shall be construed to require the payment of wage increases of any kind after the expiration of this Agreement and before the effective date of a successor Agreement.

The Union and the City agree to individually open no more than nine (9) articles each for negotiation and any other articles mutually agreed upon.

SIGNATURE PAGE


In witness whereof, the parties have executed this Agreement this ____ day of October in the year 2017.

FOR THE CITY OF WEST PALM BEACH


FOR THE WEST PALM BEACH
ASSOCIATION OF FIREFIGHTERS
I.A.F.F. - LOCAL 727, Battalion Chief Unit.

 10/3/17


Jeff Green
City Administrator

 10/20/17

Thomas A. Wesolek
President, I.A.F.F. - Local 727

 10.2.17

Jose Luis Rodriguez
Chief Human Resources Officer

 10/23/17

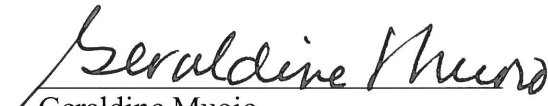
Stephen B. Lamb
Battalion Chief Representative
I.A.F.F. - Local 727

Ratified by City of West Palm Beach
on the 24 day of October, 2017


Ratified by the Union on the
18 day of October, 2017

Confirmed by:

Confirmed by:



Geraldine Muoio
Mayor, City of West Palm Beach

 10/20/17

Thomas A. Wesolek
President, I.A.F.F. - Local 727

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency

By: _____
Date: 31 10/23/17