

Meeting Date
September 20, 2016



AGENDA	
Section	Consent
Item No.	II.C.5

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Rank and File Labor Agreement between the Brevard County Board of County Commissioners and Brevard County Professional Firefighters, Local 2969
DEPT/OFFICE:	Office of Human Resources

Requested Action:
It is recommended that the Board of County Commissioners ratify the tentatively agreed upon modifications to Article 13 in the IAFF Rank and File collective bargaining agreement presented herewith and authorize the County Manager to execute said labor agreement as provided for by Section 447.309, Florida Statutes.

Summary Explanation & Background:

In accordance with Article 67 of the Collective Bargaining Agreement between the Brevard County Professional Firefighters Rank and File Unit, Local 2969 and the Brevard County Board of County Commissioners, on April 5, 2016, Representatives of the IAFF requested collective bargaining for the wage re-opener provided for in the current agreement.

After conducting 8 negotiating sessions between May and August 2016, the County and Union negotiating teams tentatively agreed to various modifications of Article 13 in the current collective bargaining agreement. Union Leadership Tentatively accepted this agreement on August 24, 2016 and submitted it for ratification by the Union membership. The Union membership ratified this agreement on September 14, 2016. This tentative agreement remains subject to review and approval by this Board. The Executive Summary attached to this report highlights the all the changes negotiated in this tentative agreement. A copy of the tentatively agreed language indicating the current language, deletion (strikeouts) and proposed additional language (underlined) is also attached hereto.

Fiscal Impact – The approximate fiscal impact for FY 2016/17 is \$142,082

Clerk to the Board Instructions:

Exhibits Attached: Executive Summary of Tentatively Agreed upon Articles. Tentatively Agreed upon Article with strikeouts and underlining. Tentatively Agreed upon Articles final

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager	Frank Abbate		Department Director / Extension			
Stockton Whitten		Assistant County Manager	Venetta Valdengo		Jerry Visco, Office of Human Resources Director			



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

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Tammy.Rowe@brevardclerk.us

September 21, 2016

MEMORANDUM

TO: Jerry Visco, Human Resources Director

RE: Item II.C.5., Modifications to Rank and File Labor Agreement with Professional Firefighters, Local 2969, for International Association of For Fighters (IAFF) – Article 13, Wages

The Board of County Commissioners, in regular session on September 20, 2016, ratified the tentatively agreed upon modifications to Article 13 in the IAFF Rank and File Collective bargaining Agreement presented herewith; and authorized the County Manager to execute said Labor Agreement as provided for by Section 447.309, Florida Statutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cm

cc: Finance
Budget

**Executive Summary
Tentatively Agreed Articles
IAFF, Local 2969
Rank and File Wage Opener**

Article 13 – Wages

- Article 13.03 Longevity, was modified to incorporate language from Memorandum's of Understanding between the Union and Management that provided clarification in the application of this Article regarding payment of Longevity pay upon separation from service. The modified language makes it clear that if a unit member completed a full year of service based on hire or promotion date at the time of his/her separation from service, any Longevity payments due would be paid upon separation.
- Article 13.04 Promotional Step Increase, clarified language to make it consistent with current practices. The proposed article provides that a promoted employee will be placed into either the starting step for the promotional rank or the next step necessary to provide a minimum of a 10% increase, whichever is greater.
- Article 13.05 Certification, Incentive Pay and Shift Differentials, was also modified to be consistent with current Board policy in the Merit system with regard to payment of shift differentials and the payment of incentive pay throughout the current CBA.
 - Articles 13.05 G & H - The current CBA language will be updated to mirror shift differentials of \$0.45/hr above base pay for work performed in the 4pm to midnight shift and \$0.60/hr above base pay for work performed in the midnight to 8am shift as currently authorized in the Merit Policies and procedures. It is estimated that this update in the shift differential will cost approximately \$12,266 /yr which will be covered with funds currently in the Fire Rescue Department budget.
 - Article 13.05 K – language regarding payment of Wildfire Incentives was modified to incorporate clarification in the application of this Article regarding payment of Wildfire Incentive pay upon separation from service. The modified language makes it clear that if a unit member completed a full year of service based on hire or promotion date at the time of his/her separation from service, any Wildfire Incentives payments due would be paid upon separation.

IAFF Rank and File Agreement
Executive Summary
Tentatively Agreed Articles
continued

- Article 13.05 N & O - A \$1.60/hr incentive will be provided to Dispatchers and Dispatch Supervisors upon obtaining certification as Public Safety Telecommunicators” (PST). An additional \$0.25/hr incentive will be provided to Dispatchers and Dispatch Supervisors upon obtaining certification as a “Communications Training Officer” (CTO). These combined incentives are expected to have an annual impact of \$112,067.

- Article 13.10 (NEW) Members Working Special Assignment (40 hr week):
This article was added at the request of Management in order to compensate Field Unit members normally assigned to a 24/48 schedule (56 hour week) temporarily shifted to a 40 hour work week. These Unit members will receive a 10% increase to base pay only for the hours worked during the special assignment. The projected fiscal impact of this incentive is \$17,749 annually, covered with funds currently in the Fire Rescue Department budget.

ARTICLE 13 WAGES

- 13.01 (a) Effective the first pay period in April 2015, all eligible unit members shall move forward up to one step based on their actual completed years of service in their respective rank.
- (b) Effective the first pay period in July 2015, all eligible unit members shall move forward up to one additional step based on their actual completed years of service in their respective rank.
- (c) Effective the first pay period in October 2015, all eligible unit members shall move forward up to one additional step based on their actual completed years of service in their respective rank.
- (d) Effective the first pay period in April 2016, the rate of pay for each step of each step plan will increase by 3% and all eligible unit members shall move forward up to one additional step based on their actual completed years of service in their respective rank.
- (e) Between April 1, 2016 and April 30, 2016 either the Union or the County may re-open Article 13, Wages, by service Notice of Intent to negotiate for year 3.

13.02 Step Increase and Performance Appraisals

- A. After implementation of 13.01, progression to the next step of each respective rank's Salary Step Plan shall take effect on the first pay period of October each year.
- B. Unit members will move to the next step in their respective Step Plan provided an overall performance evaluation level of at least "Meets Expectations" is attained.
- C. Unit members shall be evaluated by their immediate supervisor.
- D. Supervisors will be required to complete their unit member's evaluations as required by the County. Failure of a supervisor to complete a timely evaluation will not delay the unit member's step increase or longevity lump sum payment.
- E. In the event a unit member is denied a step increase because the performance evaluation is below the "Meets Expectations" level, the member shall receive, from his/her respective evaluator, the specific reason(s) for receiving the less than "Meets Expectations" level in writing and the specific course of corrective action that must be met in order to achieve the level of "Meets Expectations" as per the prescribed criteria. A unit member will not receive a step increase until a successful re-evaluation occurs.
- F. The re-evaluation shall occur every sixty (60) days or until the unit member attains a performance evaluation level of "Meets Expectations". The unit member must attain the "Meets Expectations" performance evaluation level within one hundred and twenty (120) days of the original evaluation date in order to receive the merit step increase. Upon receiving a performance evaluation level of at least "Meets Expectations", the unit member shall receive a step increase. Such a re-evaluation shall not change the unit member's anniversary date or next performance evaluation date.

13.03 Longevity Annual longevity payment will be made in accordance to the following:

- Firefighter - \$1,850
- Lieutenant - \$2,000
- Inspector - \$2,000
- Dispatcher - \$1,850
- Dispatch Supervisor - \$2,000
- Assistant Fire Marshal - \$2,000

Payment will be made once the Bargaining Unit member reaches the one (1) year anniversary and each year thereafter following their top step. Payment shall be made in the first full pay period in December each year. Notwithstanding the prior sentence, upon ratification (concluding the 2016 wage reopener negotiation) if a unit member has completed a full year of longevity (based on hire or promotional date, as applicable) as of their separation date and separates from employment in good standing, they shall receive longevity compensation which will be paid upon separation.

13.04 Promotional Step Increase

Unit members who are promoted to a higher rank shall be placed in the starting step for the respective promotional rank. ~~In the event a unit member is in the top step of the unit member rank's Step Pay Plan at the time of promotion, he/she shall~~ or be advanced to the top step necessary to provide a minimum 10% increase, whichever is greater. Promotional increase will be calculated on member's base salary without incentives or holiday pay.

13.05 Certification, Incentive Pay and Shift Differentials

A. Unit members who are or who become a Special Operations team (SOT) member shall receive a \$0.72 per hour increase above base pay, while an SOT member.

B. Any unit member who is certified by the Department as a Haz-mat Technician will receive a \$0.25 hour incentive (SOT-1).

C. Any unit member who is a Haz-mat Technician working on SOT for overtime, will receive the full \$0.72 per hour incentive (in lieu of the above \$0.25 incentive) along with their time and a half pay for working overtime (SOT-2).

D. Firefighters, Dispatchers and Inspectors, who currently hold or subsequently obtain a Fire Officer 1 (FO1) certification and who do not hold the rank of Lieutenant shall receive a \$0.36 per hour increase above base pay.

E. Dispatchers and Dispatch Supervisors will no longer receive the \$0.35 incentive for EVD/EMD. EVD/EMT incentive is \$0.20 per hour. EVD/Para incentive is no longer provided. ~~The base salary has been increased by \$1.00 in light of these changes to the dispatch incentive program.~~

F. Inspectors who currently hold or subsequently obtain an Emergency Medical Technician (EMT) certification shall receive a \$0.55 per hour increase above base pay. Inspectors who currently hold or subsequently obtain a Paramedic certification shall receive a \$1.00 per hour increase above base pay.

G. A Dispatcher and Dispatcher Supervisor who works during the hours beginning at 4:00 pm and ends at 12:00 am shall receive a ~~\$0.25~~ \$0.45 per hour increase above base pay.

H. A Dispatcher and Dispatch Supervisor who works during the hours that begin at 12:00 am and end at 8:00 am shall receive a ~~\$0.35~~ \$0.60 per hour increase above base pay.

I. Unit members who are fluent in a second language as approved by Management and tested through the agency's vendor, will receive \$0.10 per hour. Unit members may receive this incentive for up to three (3) languages (not to include dialect changes). By accepting this incentive this unit member agrees to be reasonably available to the County in order to provide translation services.

J. Those unit members with the State Driver Engineer's Certificate will receive \$0.25 per hour.

K. Wildland Firefighter Certification Incentive shall be paid in the first pay period of December or upon separation in good standing. ~~to all certified unit members employed at that time.~~ The incentive is \$650.00 for the Arduous Pack Test, \$500.00 for the Moderate Pack Test, (normal Department Standard). This is an annual lump sum payment. Management may allow specific currently employed Unit Members, and those that meet the Department's exceptions program to receive the full benefit of the Arduous Pack Test while only participating in the Moderate Pack Test. Employees with ten (10) or more years of service and/or have reached forty (40) years of age will qualify to take the moderate pack test, provided they have taken and passed the Arduous test at least one (1) time previously, and still receive the full \$650.00 incentive.

L. Fire Inspectors who achieve "State of Florida Fire Inspector 2" certification shall receive \$0.50 per hour increase above base pay.

M. Unit members in the position of Assistant Fire Marshal who achieve "State of Florida Investigator 1" certification shall receive \$0.75 per hour increase above base pay.

N. All Dispatchers and Dispatch Supervisors who are or who become certified as a "Public Safety Telecommunicator" (PST) shall receive a \$1.60 per hour incentive.

O: All Dispatchers and Dispatch Supervisors who are certified by the Department as a "Communications Training Officer" (CTO) shall receive a \$0.25 per hour incentive. It is understood that this incentive is received even when the dispatcher/dispatch supervisor is not currently assigned an employee for training purposes. It is also understood that this incentive is received in addition to any other training incentives.

including but not limited to Preceptor pay. All Communications personnel who receive the CTO incentive shall agree to act in the role of a CTO when assigned by the Department.

13.06 Step Plan Adjustment Due to Transfers

Unit members who perform a lateral transfer within Brevard County Fire Rescue (i.e. Dispatcher to Firefighter) will be placed into the corresponding step with the applicable increase or decrease to salary.

13.07 De-Incentive Pay

A. The certification of Solo Paramedic is recognized as incorporated into the Salary Step Plan for the ranks of Firefighter and Lieutenant. In the event a unit member is not certified as a FM2 but is certified as a FM1, the value of the respective Salary Step shall be reduced by \$1.00 per hour for Firefighters and Lieutenants. In the event a unit member is not certified as a FM2, but is certified as an EMT, the value of the respective Salary Step shall be reduced by \$1.67 per hour for Firefighters and Lieutenants. Those unit members who are currently grandfathered from having an EMT certification shall continue the exclusion at their discretion.

B. The certification of Fire Officer 1 (FO1) is recognized as incorporated into the Salary Step Plan for the rank of Lieutenant. In the event a Lieutenant is not certified as an FO1, the value of the respective Salary Step shall be reduced by \$0.36 per hour. Those unit members who are currently grandfathered from having an FO1 certification shall continue the exclusion at their discretion.

13.08 Florida Retirement System (FRS)

It is the intent of the parties that all payments under this Article shall be pensionable under the Florida Retirement System (FRS) in accordance with FRS rules and regulations.

13.09 Verification for Hourly Rate Accuracy

To aid the unit member in verification of the accuracy of their hourly pay rate, all pay stubs shall visibly reflect the member's hourly rate of pay, including all incentives and de-incentives that apply at the end of the pay period

13.10 Members working Special Assignment (40-hour week)

Field Unit members who are normally assigned to a 24/48 schedule and are working a temporary special assignment on a 40-hour week shall receive a 10% increase to their base pay. The increase shall only apply to the hours that are worked during the special assignment. The hourly base pay rate used will be the base rate after adjustment from the shift schedule (56-hour week) to the 40-hour work week. The 10% pay increase is not applicable to a unit member performing a light duty assignment, unless specifically designated by the Fire Chief.

MTS 08/24/16
RP 8/24/16
G 8/24/16

**ARTICLE 13
WAGES**

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RE 08/24/16
WTR 08-24-16
W 8/24/16

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RR 8/24/16
Mg 10-4-16
C 8/24/16

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B. The certification of Fire Officer 1 (FO1) is recognized as incorporated into the Salary Step Plan for the rank of Lieutenant. In the event a Lieutenant is not certified as an FO1, the value of the respective Salary Step shall be reduced by \$0.36 per hour. Those unit members who are currently grandfathered from having an FO1 certification shall continue the exclusion at their discretion.

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