



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.31.

7/7/2020

Subject:

IAFF Article 13 Wage Opener

Fiscal Impact:

See attached Executive Summary

Dept/Office:

Human Resources

Requested Action:

It is recommended that the Board of County Commissioners ratify the tentatively agreed upon modifications to Article 13 of the current collective bargaining agreement between the Board and IAFF Local 2969 and authorize the County Manager to execute said labor agreement as provided for by Florida Statute Section 447.309

Summary Explanation and Background:

In accordance with Article 67 of the Collective bargaining Agreement (CBA) between the Brevard County Professional Firefighters Local 2969 and the Brevard County Board of County Commissioners, representatives of the IAFF and the County Manager initiated wage opener negotiations at the request of the Union on June 5, 2019.

After several months of negotiations, the County and Union negotiating teams tentatively agreed to modifications of Article 13 that were presented to the Union voting membership for ratification on two separate occasions. In both instances the Union was unable to secure ratification of the proposed wage article. Negotiations restarted on June 11, 2020 and have resulted in an agreement to provide a Step Increase plus an additional \$250 added to base salary in addition to modification to the calculation of longevity payments. These changes will produce a 2.38% increase in wages over 2019 wages plus longevity, an average increase of \$1,696 /unit member (including benefits). The attached updates to CBA Article 13 was tentatively agreed upon by Union and Management representatives on June 17, 2020.

The attached agreement was ratified by the Brevard County Professional Firefighters Union, IAFF Local 2969 on July 3, 2020. Upon ratification by the Board of County Commissioners this agreement will become effective October 1, 2020 through September 31, 2021. Negotiations for a new three-year contract effective October 1, 2021 will be initiated with IAFF Local 2969 soon after this agreement becomes effective.

Details of the modifications to Article 13 are attached in addition to the Board Executive Summary.

Clerk to the Board Instructions:



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July 8, 2020

MEMORANDUM

TO: Jerry Visco, Human Resources Director

RE: Item F.31., IAFF Article 13 Wage Opener

The Board of County Commissioners, in regular session on July 7, 2020, ratified the tentatively agreed upon modifications to Article 13 of the current collective bargaining agreement between the Board and IAFF Local 2969; and authorized the County Manager to execute said labor agreement as provided for by Florida Statute Section 447.309.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Kimberly Powell
Kimberly Powell, Deputy Clerk

cc: County Manager
Finance
Budget



BOARD OF COUNTY COMMISSIONERS

Office of Human Resources

2725 Judge Fran Jamieson Way
Building B, Room 209
Viera, Florida 32940

Inter-Office Memo

TO: Board of County Commissioners
Frank Abbate, County Manager

FROM: Jerry Visco, Human Resources Director

SUBJ: IAFF 2020 Wage Opener Negotiations

DATE: June 24, 2020

Wage opener negotiations that began in May 2019 following the implementation of the Evergreen Salary Study culminated at the June 17, 2020 negotiation session with a tentative agreement based on the following:

- All Unit member with at least 2 months in their current step will receive a step increase in the first pay period of October 2020 (year three of this current CBA) – projected cost: \$647,905 increase over 2019 Step Plan.
- An additional \$250.00 will be added to the base annual salary for unit members. This was the Union's alternative to prior Management proposals of creating a Career Path Incentive (CPI) similar to a career ladder or the previously tentatively agreed upon proposal to increase salary in targeted steps. Projected cost of the proposal is \$199,841
- Longevity will be awarded in its current structure (paid after unit member has reached the top step in the respective pay plan), but increase the amounts for all members who qualify for Longevity pay from \$1,850 to \$2,000 for Firefighters / Dispatchers and from \$2,000 to \$2,250 for Lieutenants / Fire Inspectors / Dispatch Supervisors /Assistant Fire Marshals. Projected cost: \$251,000 (\$58,200 increase over 2019 Longevity).
- Employees that are in longevity and promote to the rank of Lieutenant, Dispatch Supervisor or Assistant Fire Marshal on or after October 1, 2018, are eligible to receive a one-time, prorated longevity payment, based on the time spent in their pre-promotion rank. This is an effort to correct a situation where a promoted officer could see a reduction in pay from the loss of the longevity that was arguably earned prior to promotion. Fiscal impact is very minimal in that very few members have been impacted by this situation.
- Projected total additional cost for the proposed Step and Longevity increases in FY 20/21 over the current FY 19/20 pay plan: \$847,746
- Increases of 5% for Dispatchers and Dispatch Supervisors as recommended in the County's Evergreen Pay and Classification study were also approved under MOU's during these negotiating sessions. Dispatchers increases were effective in May 2019 and Supervisors in October 2019. Total cost \$56,000.

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ARTICLE 13
WAGES

13.01 All unit members who meet the overall performance evaluation level of at least "Successful/Meets Expectations" shall ~~step in during the first full pay period of October 2020~~ each of the first two (2) years of the agreement (years 2018/2019 and 2019/2020) during the first full pay period in October regardless of their step date, providing they have completed at least two (2) months in their current step. The step date is defined as their applicable hire or promotional date. Furthermore, each step of all corresponding Steps Plans (with the exception of Emergency Vehicle Dispatchers and Emergency Vehicle Dispatcher Supervisors – whose step plans were previously adjusted during the 2019 Evergreen Study) will be increased by approximately \$250.00.

If the BOCC approves cost of living (COLA) increases for non-bargaining unit employees which is in excess of the step increase, each step increase will be adjusted to equate to the non-bargaining unit COLA. Should a tiered percentage COLA be set in place for non-bargaining unit employees the average of the tiered percentage increase shall be utilized to calculate the individual step increase.

13.02 Step Increase and Performance Appraisals

A. Unit members will not move to the next step or receive a COLA increase following the termination of this agreement if there is not a ratified or imposed collective bargaining unit agreement in place when the step is to occur. Negotiations for the new agreement shall begin in October 2020. Any subsequent step movement shall be in accordance with the ratified contract language adopted after the step date or in accordance with any wage increase or decrease imposed by the Commission as a part of the F.S. Chapter 447 impasse resolution procedure. Should no impasse resolution be reached prior to 6 months following the start of negotiations both the union and County agree to proceed to expedited impasse hearing process completed no later than four (4) months prior to the expiration of this agreement or if agreed upon make a direct appeal to the BOCC for resolution.

~~B. Should no agreement on the year three (3) wage opener (as identified in Article 70) be reached prior to 6 months following the start of negotiations both the union and County agree to proceed to expedited impasse hearing process completed no later than four (4) months prior to the expiration of this agreement or if agreed upon make a direct appeal to the BOCC for resolution.~~

~~C.B.~~ Unit members may move to the next step in their respective Step Plan provided an overall performance evaluation level of at least "Successful/Meets Expectations" is attained.

~~D.C.~~ Unit members shall be evaluated by their immediate supervisor.

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E.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.

F.E. In the event a unit member is denied a step increase because the performance evaluation is below the "SuccessfulMeets Expectations" level, the member shall receive, from his/her respective evaluator, the specific reason(s) for receiving the less than "SuccessfulMeets Expectations" level in writing and the specific course of corrective action that must be met in order to achieve the level of "SuccessfulMeets Expectations" as per the prescribed criteria. A unit member will not receive a step increase until a successful re-evaluation occurs.

G.F. The re-evaluation shall occur every sixty (60) days or until the unit member attains a performance evaluation level of "SuccessfulMeets Expectations". The unit member must attain the "SuccessfulMeets 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 "SuccessfulMeets 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

B.A. Effective Fiscal Year 2020/21, aAnnual longevity payment will be made in accordance to the following:

Firefighter - ~~\$1,850~~\$2,000

Paramedic - \$2,000

EMT - \$2,000

Lieutenant - ~~\$2,000~~\$2,250

Inspector - ~~\$2,000~~\$2,250

Dispatcher - ~~\$1,850~~\$2,000

Dispatch Supervisor - ~~\$2,000~~\$2,250

Assistant Fire Marshal - ~~\$2,000~~\$2,250

B. 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 November each year or upon separation in good standing.

C. Unit members that are promoted on or after ~~January 1, 2019~~ October 1, 2018 to the rank of , Lieutenant, Dispatch Supervisor or Assistant Fire Marshal and were scheduled to receive a longevity payment shall receive a one-time prorated longevity payment for their time spent at their previous rank/position.

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- i. The one-time prorated longevity payment shall be based on the annual longevity amount at the time of promotion. Prorated payments shall be calculated from the employee's last longevity payment through the total number of full months pay periods worked at the previous rank/position. Partially worked months pay periods shall not be included in the aggregated number applied towards longevity.
- ii. Upon receiving the one-time prorated longevity payment, unit members shall not be eligible to receive any additional longevity payments until they serve one full year in the top step of the new step plan.

13.04 Promotional Step Increase

Effective Fiscal Year 2020/21, unit members who are promoted to a higher rank shall be placed in the starting step for the respective promotional rank or placed in the appropriate step necessary to provide a minimum 10% increase, whichever is greater. 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 be advanced to the top step necessary to provide a minimum 10% increase. Promotional increase will be calculated on member's base salary without incentives or holiday pay.

13.03 13.05 Certification, Incentive Pay and Shift Differentials

- A. Unit members who are or who become a Special Operations team (SOT-2) 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. 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.

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- F. A Dispatcher and Dispatcher Supervisor who works during the hours beginning at 4:00 pm and ends at 12:00 am shall receive a \$0.45 per hour increase above base pay.
- G. 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 \$0.60 per hour increase above base pay.
- H. Unit members who are fluent in a second language as approved by Management and tested through the agency's vendor or other current employees of Brevard County approved by management who are fluent in the selected language, 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.
- I. Those unit members with the State Driver Engineer's Certificate will receive \$0.25 per hour.
- J. The FY 2017/2018 Wildland Firefighter Certification Incentive shall be paid in the first pay period of December 2018 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. Following the December 2018 payment this incentive will cease to exist.
- K. Fire Inspectors who achieve "State of Florida Fire Inspector 2" certification shall receive \$0.50 per hour increase above base pay.
- L. Unit members in the position of Assistant Fire Marshal who achieve "State of Florida Investigator I" certification shall receive \$0.75 per hour increase above base pay.
- M. All dispatchers and dispatch supervisors who are or become certified as a Public Safety Telecommunicator (PST) shall receive a \$1.60/hour incentive.
- N. All dispatchers or dispatch supervisors who are certified by the department as a Certified Training Officer (CTO) shall receive a \$0.25/hour incentive. It is understood that this incentive is received even when the unit member is not currently assigned 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 unit members who receive the CTO incentive shall agree to act in the role of a CTO when directed to do so.

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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.

13.0513.07 De-Incentive Pay

- A. In the event a unit member is not certified as a FM2 (Solo) 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.
- 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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13.0613.08 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.

13.0713.09 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.

13.0813.10 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 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.