

AGREEMENT

BETWEEN

**THE CITY OF WEST PALM BEACH
AND**



**THE WEST PALM BEACH ASSOCIATION OF FIRE
FIGHTERS, LOCAL 727**

**BATTALION CHIEF
UNIT**



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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, Local 727, I.A.F.F., 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, Local 727, I.A.F.F. 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, 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, Local 727, I.A.F.F., 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

Section 1.

Upon receipt of a lawfully executed written authorization from an employee, the City agrees to deduct the current regular Union dues each payroll period and remit such deductions once each month to the duly elected treasurer of the Union within seven (7) working days following the end of the second pay period of the month. The Union will 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 other than for Union dues. Deduction of dues will be made by the City when other payroll deductions are made and will begin with the first full pay period following receipt of the authorization by the Union.

Section 2.

Any employee, upon thirty (30) days notice to the City and the union, may revoke his/her dues deduction and shall submit such revocation form to the City's payroll division.

Section 3.

The Union agrees to provide, upon request, 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 West Palm Beach to deduct from my wages each month, the current regular monthly Union dues and to remit this amount to the treasurer of the West Palm Beach Union of Fire Fighters, Local 727, I.A.F.F.

Date: _____
Name: _____
Address: _____
Signature: _____
Social Security #: _____

INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the City of West Palm Beach to stop deducting from my wages each month the current regular monthly Union dues of the West Palm Beach Union of Fire Fighters, Local 727, I.A.F.F. A copy of this revocation has been forwarded to the Union treasurer.

Date: _____

Name: _____

Address: _____

Signature: _____

Social Security #: _____

Section 4.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought and issued against the City as a result of any action taken or not taken by the City on account of payroll deduction of Union dues.

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 in conflict with the provisions of this Agreement (Chapter 447, Florida Statutes).

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 IAFF Contract that was ratified on January 9, 2007 by Local 727 PERC Certification #235.

ARTICLE 6. SAFETY

This Article will be governed by Article 6 of the IAFF Contract that was ratified on January 9, 2007 by Local 727 PERC Certification #235.

ARTICLE 7. DISABILITY

Section 1. Indemnity Provisions

- A. An employee covered by Florida Statute, Chapter 440, Workers' Compensation, and in accordance with provisions set forth hereunder, shall be authorized to be absent from work due to injury or illness incurred while on duty, and directly related to work performed, until he or she reaches maximum medical improvement or two (2) years, whichever comes first.

- B. A regular status or probationary employee injured while:
 - 1. Responding to a dispatched call for service;
 - 2. Engaging in performing services at a dispatched call;
 - 3. Providing emergency services while on-duty or off-duty in connection with their employment with the City;
 - 4. Engaging in Fire Department sponsored training;
 - 5. Engaging in physical training on-duty;
 - 6. Operating a departmental vehicle and/or equipment; and/or
 - 7. Performing any on-duty assignments; will receive duty disability pay in an amount that, when added to payments made for lost wages under F.S. 440, Workers' Compensation, will equal 100% of his or her base salary. These duty disability payments will be paid for up to one hundred eighty (180) days only if the employee is unable to perform in a light duty assignment and where the employee has applied for and has been found eligible to receive payment for lost wages under workers' compensation. Any injury occurring in the field shall be presumed to be a duty disability unless proven otherwise.

- C. Up to an additional one hundred eighty (180) calendar days of Duty Disability Leave may be granted in the case of surgical intervention or hospitalization so long as medical certification clearly demonstrates such is required and so long as the authorized medical practitioner(s) certifies that the employee is unable to perform in a light duty assignment.

- D. Payments of workers' compensation benefits will be provided to an employee who is disabled because of an injury arising out of, and in the course of, performing duties with the City that are not specified in paragraph B above.
- E. The day the injury occurs shall be charged to administrative leave if the treating physician advises that the employee is incapable of returning to work that day.

Section 2. Use of Leave Time

- A. If an employee has been temporarily totally disabled for a period of 180 days and is not eligible for additional days, as provided in Section 1C above, the employee may elect to use his or her earned leave in the following order, sick, vacation, earned personal leave (EPL), holiday and lastly compensatory time to make up the difference between the Workers' Compensation payment and his or her base salary. In this case, the charge against his or her leave shall be equal to the number of hours of leave time being used to supplement the Workers' Compensation payment. It shall be the department's responsibility to contact the Risk Management Division to ascertain the amount of weekly compensation payable. If the employee elects to use leave time to supplement the Workers' Compensation payment, such leave shall be charged to the employee's leave balances. The employee must sign a leave form for the amount of leave being used and be carried on regular payroll for this leave. If the employee elects not to use leave, or if all leave credits are exhausted, only Workers' Compensation payments will be paid.
- B. The employee shall earn and accrue leave credits as long as the employee is absent from work due to the duty related injury and is using leave credits to supplement the workers' compensation payment.
- C. If the employee is using leave credits to supplement the Workers' Compensation payments, and a holiday occurs during his or her absence, the supplement for the holiday shall be charged to holiday pay.
- D. In the event an employee receives sick leave compensation and subsequently such employee is awarded Workers Compensation for the same period of time, the employee shall reimburse the City for such sick leave compensation up to the amount awarded as Workers Compensation and the City shall credit the employee's sick leave account in like

amount.

- E. The employee shall be required to cooperate in the treatment as prescribed by the authorized treating physician so as not to impede maximum medical improvement.

Section 3. Return to Full and Normal Duties

- A. An employee who was injured in the course and scope of his/her employment and is able to return to full and normal duty shall notify the City accordingly. If indicated, a return to work date shall be proposed by the authorized treating physician. The employee has the responsibility to deliver such written notice from the treating physician to the Risk Management Division as soon as practical after being cleared to return to work. The Risk Management Division shall time/date stamp and sign the document upon receipt and provide a copy of the stamped/signed document to the employee. Risk Management Division shall have two (2) City business days from receipt of the proposed return to work date to dispute it. If the proposed return to work date is disputed, Risk Management, within twenty-four (24) hours shall notify Fire Administration of its requirements for the employee in order for the employee to return to full and normal duty. In the absence of such statement of requirements to Fire Administration, the employee shall be placed on administrative leave with pay in one day increments until such requirements are so stated.
- B. If all Workers' Compensation physician(s) agree that the employee is released to return to work and the employee refuses to return to work, no further salary or workers' compensation payments will be paid nor leave time earned or accrued until the employee returns to work. In the event the employee fails to return to work for a period of three consecutive workdays, the employee shall be deemed to have resigned.

Section 4. Light Duty

In the event an employee is unable to perform his/her full and normal duties as a result of an injury occurring while at work, he/she shall be assigned to a light duty assignment as authorized to do so by the authorized treating physician and as available in the department. When assigned to a light duty assignment, he/she shall be assigned to such duties that he/she is capable of performing on an eight (8) hour day, forty (40) hour week, Monday through Friday. Employees assigned to a light

duty assignment will not be entitled to any provisions as set forth in Article 20.

Section 5. Other Provisions

- A. Any employee on work related or non-work related disability leave is required to submit a written request for approval to the Fire Chief of any additional employment, prior to the start of that employment, whether self-employed or working for one or more other employer(s). Such notice must include the name of the company, type of work to be conducted, its physical address, hours of work, its telephone number, and the name of the supervisor.
- B. An employee will be allowed during working hours to go to his or her qualified medical provider for appointments or physical therapy. However, every effort must be made to schedule appointments either at the beginning or end of the employee's working day.
- C. Any absence for which benefits are paid under this Article shall not in any way be deemed an acceptance of the employee's claim for benefits under the Workers' Compensation Act., Such absence is entirely without prejudice to the City's right to dispute such claim. In the event that the City successfully contests the claim, the employee shall be responsible to repay the City for the number of days of leave used prior to the cessation of leave based on contest of the claim. Such repayment shall be taken first from the employee's accumulated sick leave and if no sick leave is available, from the employee's accrued vacation time and then, from any available leave.

If the employee has no accrued leave, the City shall deduct payment for the time from any future leave to which the employee is entitled, as during active employment including participation in the DROP.
- D. All disputes covered by Florida Statutes Chapter 440 shall be handled exclusively through mechanisms provided under Florida Statute, Chapter 440. All other provisions of Article 7 shall be subject to the grievance procedure.
- E. This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state law.

ARTICLE 8. PHYSICAL EXAMS

This Article will be governed by Article 8 of the IAFF Contract that was ratified on January 9, 2007 by Local 727 PERC Certification #235.

ARTICLE 9. COMMUNICABLE DISEASES

This Article will be governed by Article 9 of the IAFF Contract that was ratified on January 9, 2007 by Local 727 PERC Certification #235.

ARTICLE 10. SUBSTANCE ABUSE

This Article will be governed by Article 10 of the IAFF Contract that was ratified on January 9, 2007 by Local 727 PERC Certification #235.

ARTICLE 11. BULLETIN BOARDS AND DISPLAY CASE

Section 1.

The Fire Chief shall designate bulletin board space and display case space for Union store products in each fire station.

Section 2.

Bulletin Boards may be used by Local 727 to post notices of:

1. Local 727 meetings.
2. Local 727 elections and their results.
3. Local 727 recreational and social events.
4. Official Local 727 business.
5. City Commission agenda and meeting minutes.

Section 3.

All Local 727 notices will be submitted to the Fire Chief or his/her designee for approval prior to being posted. Notices not approved shall be removed from the bulletin board.

Section 4.

Local 727 Bulletin Boards will be kept in a neat and orderly fashion.

Section 5.

All costs incidental to preparing and posting of Local 727 material will be borne by Local 727 and in no way shall City facilities other than the approved bulletin boards be utilized for the dissemination of Local 727 material.

ARTICLE 12. UNIFORMS AND EQUIPMENT

Section 1.

The City shall provide the uniforms and equipment currently provided in accordance with Fire Administrative Policy and Procedures - Uniform, Grooming and Appearance Standard 102.10. The parties agree the City may make changes in styles or update equipment, as it deems appropriate, during the term of this Agreement. All clothing and equipment which features a design change shall be submitted to the joint Health and Safety Committee as provided for in Article 6.

Section 2.

The wearing of uniforms shall be in accordance with the Fire Department's rules and regulations as promulgated by the Fire Chief.

Section 3.

The City shall provide each bargaining unit employee with nine hundred fifty (\$950.04) dollars and four (.04) cents annually to be allocated on a pay period basis for the purpose of uniform cleaning, maintenance and replacement purchase of uniforms and uniform components, including shoes, whether for normal wear and tear or due to damage during the course of duty.

Section 4.

Members of the bargaining unit shall be responsible for the laundering of their sheets, pillow cases, and towels.

ARTICLE 13. DAMAGE TO CITY AND PERSONAL PROPERTY

This Article will be governed by Article 13 of the IAFF Contract that was ratified on January 9, 2007 by Local 727 PERC Certification #235.

ARTICLE 14. UNION BUSINESS

This Article will be governed by Article 14 of the IAFF Contract that was ratified on January 9, 2007 by 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 4 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 as of the last day of the last pay period in the 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 payroll 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 payroll 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.

Section 4. Management Leave

Management leave in the amount of thirty-two (32) hours per year shall be credited to employees covered by this agreement in the first pay period on or after January 1 and must be used by the end of the last pay period ending in December of that year.

Management leave does not accrue or carryover from one year to the next, and shall not be paid out at separation.

New employees shall receive a pro-rata share of management leave based on their date of promotion to the rank of Battalion Chief position.

ARTICLE 17. SICK LEAVE

This Article will be governed by Article 17 of the IAFF Contract that was ratified on January 9, 2007 by Local 727 PERC Certification #235.

ARTICLE 18. THIS ARTICLE HAS BEEN INTENTIONALLY LEFT BLANK

ARTICLE 19. EDUCATIONAL BENEFITS

This Article will be governed by Article 19 of the IAFF Contract that was ratified on January 9, 2007 by 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

Section 1.

- A. It is agreed to and acknowledged that the City has declared shift employees to be 207(k) exempt employees for the purposes of application of the Fair Labor Standards Act. For the purposes of calculating pay under Section 207(k) of the Fair Labor Standards Act, the following description of the basic work period shall apply for shift employees:
1. The basic work period shall be a twenty-one (21) calendar day recurring period of time.
 2. The payroll period shall consist of six (6) weeks with three (3) bi-weekly draws. The above definition of a work period should not be confused with an employee's pay period or tour of duty.
- B. A shift employee's tour of duty shall consist of working for twenty-four (24) consecutive hours, followed by forty-eight (48) consecutive non-work hours. This recurring tour of duty shall also include one (1) regularly scheduled twenty-four (24) period of non-work hours, otherwise known as a Kelly Day, every seventh (7th) shift day. Kelly Day assignments shall be determined on an annual basis by the Fire Chief and will be based upon rank and seniority.
- C. No employee shall work more than forty-eight (48) consecutive hours. Prior to working any additional hours beyond forty-eight (48) consecutive hours, an employee must have a minimum of twelve hours off-duty.

Section 2.

Non-Shift Employees: The regular work week for full-time non-shift employees shall be forty (40) hours per week. The Fire Chief shall determine the number of hours per day and the number of days per week worked by an employee. The normal work days per week will exclude Saturday and Sunday unless mutually agreed upon.

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ARTICLE 23. THIS ARTICLE HAS BEEN INTENTIONALLY LEFT BLANK

ARTICLE 24. LONGEVITY

Section 1.

All bargaining unit members who shall have completed the required years of continuous service indicated below shall be entitled to percentage increases in salary as follows:

Years of Continuous Service	Rate of Pay
10 - 19 years	5% of base pay
20 or more years	10% of base pay

Section 2.

Continuous service as indicated in Section 1, above, shall be defined as employment in City service without break or interruption. Lay-offs not exceeding one year, absence on authorized or military leave, educational leave, vacation or annual leave, sick leave, or other leave or lawful extension thereof, separation from the City in good standing for a period of time not exceeding twelve (12) months, or reinstatement in accordance with the grievance or arbitration process, shall not affect continuity of service.

ARTICLE 25. BEREAVEMENT LEAVE

Section 1.

- A. In the event of death in the immediate family of a bargaining unit member who works a twenty-four (24) hour shift, upon the request of the employee, he/she shall be granted, at his/her discretion, up to a total of forty-eight (48) consecutive hours of paid and/or unpaid leave corresponding to the employee's platoon shift days which must be used within fourteen (14) days following the employee's notification of the family member death. This fourteen (14) day period may be extended with the approval of the Fire Chief or his/her designee. Absent extension, bereavement leave not used within the specified time frames will be forfeited. This leave is not to be considered in addition to any previously scheduled accrued leave but rather may be used in lieu of the scheduled accrued leave.
- B. For the purposes of this section, a previously scheduled Kelly-Day falling within the 48 hour time period described herein shall count as 24 hours of the total maximum of 48 hours bereavement leave.

Section 2.

In the event of a death in the immediate family of a bargaining unit member on an eight (8) hour day, upon the request of the employee, he/she shall be granted, at his/her discretion, up to a total of three (3) consecutive eight (8) hour paid leave days corresponding to the normal five business day work week which must be used within fourteen (14) days following the employee's notification of the family member death. This fourteen (14) day period may be extended with the approval of the Fire Chief or his/her designee. Absent extension, bereavement leave not used within the specified time frames will be forfeited. This leave is not to be considered in addition to any previously scheduled accrued leave time, such as scheduled vacation, compensatory leave or recognized City Holiday, but rather may be used in lieu of the scheduled accrued leave.

Section 3.

For the purpose of this article, the immediate family shall consist of an employee's own parent, step-parent, parent in-law, spouse, registered domestic partner, domestic partners parent, natural, adopted, foster or step-child, domestic partners child, grandparent, grandparent of spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister, step sister, brother,

step brother, grandchild, legal guardian or sole dependent residing in the same household if such sole dependent is an allowable deduction pursuant to the Internal Revenue Service.

Section 4.

In the event that travel of four hundred (400) or more miles one way is required, an additional twenty-four (24) hour scheduled shift day may be utilized under Section 1, and two (2) additional eight (8) hour days off under Section 2. Said additional time used will be charged to accumulated annual leave, earned personal leave, holiday leave, or compensatory time and must be taken concurrent to the time previously granted under Sections 1 and 2 above.

Section 5.

Within thirty (30) calendar days from the date the employee returns to work from a death in the family, the employee will provide and file a copy of the death certificate, obituary notice or other documented proof of the deceased family member. Said documentation will be forwarded through Fire Administration to the Department of Human Resources. The City realizes that on occasion a death could occur outside the Continental United States which may result in a delay for the member to provide proof of the death via documentation. Under this circumstance the Fire Chief or his/her designee may authorize an extension to the member to provide proof of death.

Failure to produce a death certificate/obituary notice will result in the employee reimbursing the City for any paid leave taken under this Article. Any employee found to have falsified his/her application for the use of bereavement leave will be disciplined up to and including termination.

Section 6.

Bereavement leave, with pay, is provided without charge to the employee's accrued leave banks as outlined in this Article.

ARTICLE 26. PROMOTIONS

The promotional process to 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 and the date(s) and times of the process. The minimum qualifications shall be those contained in the job description of the position in which the vacancy exists.
- b. A process that consists of a submission of an application, and letter of interest.
- c. A structured interview panel consisting of five (5) people, two (2) of which 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 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 to the rank of Battalion Chief is at the full discretion of the Fire Chief.

ARTICLE 27. THIS ARTICLE HAS BEEN WITHDRAWN BY THE UNION

ARTICLE 28. HEALTH INSURANCE and OTHER BENEFITS

Section 1.

The City shall make every reasonable effort to provide the Union with a copy of each City Commission agenda where such agenda calls for discussion of insurance coverage that directly affects members of the bargaining unit.

Section 2.

- A. All currently enrolled employees and any new employees hired after October 1, 1998, shall be eligible for dental, vision and health benefits under the West Palm Firefighters Benefit Fund ("Benefit Fund") sponsored by the Union in accordance with State law. The Union sponsored Trust Fund is not a City administered Plan and its administration is operated independent of any City involvement. Non-bargaining unit employees who are Union members may enroll.
- B. The City at its option, may offer a City sponsored health benefit plan to eligible bargaining unit members, if the existing Trust Fund loses viability by failing to provide covered benefits for its members.

Section 3. City Contribution

- A. Effective April 1, 2008 the City shall increase it's per employee per month contribution rate to the Benefit Fund to \$791.12 (a 5% increase). Effective April 1, 2009 the City shall increase it's per employee per month contribution rate to the benefit Fund to 830.68 (a 5% increase).
- B. The City will contribute to the Health Trust the amounts as stated above in paragraph A of this Section for active full-time employees only. Retirees must pay one hundred (100%) percent of their insurance premiums.
- C. An employee may only "opt out" of the Benefit Fund coverage if he/she meets the following requirements:
 - 1. His/her spouse maintains health insurance coverage for the employee under another benefit plan, including City coverage under its police, general employee or executive benefit plans; and

2. The employee provides proof of qualified credible coverage to the Benefit Fund and the City.
 3. The City shall not be required to make any contribution to the Benefit Fund for the employee "opting out". Instead the City shall only be required to offer the "opting out" employee City-sponsored dental and vision coverage and provide City-sponsored life (including accidental death and disability and at the same coverage limits as those given to the Benefit Fund members) coverage.
- D. The City shall begin monthly contributions to the Benefit Fund on the first day of the first month after hiring a new employee. If an employee begins work on the first day of the month, contributions shall begin that month.

Section 4. Legal Services Plan

- A. The City agrees to create a post-tax deduction from employees who authorize deductions for the Benefit Fund's current legal plan provider on the following conditions:
1. That the Union agrees to participate with all other union groups and unrepresented employees in selecting a City-wide legal plan provider and the following seven (7) persons shall constitute the selection committee for a legal provider: One employee representing and selected by each bargaining unit except that the two bargaining units representing sworn police officers shall be represented by only one employee; one employee representing and selected by the non-union represented employees; one employee representing the human resources department and selected by the human resources director; and one employee representing management and selected by the Mayor.
 2. That the Benefit Fund's current legal plan provider will not be used to assist employees with legal actions directly or indirectly involving the City including but not limited to employment discrimination claims, grievances and workers compensation claims.

Section 5.

The City shall deduct from the pay of employees an amount authorized by the employee for dependent and optional coverage and direct deposit to the Benefit Fund within five (5) working days of the last paycheck of the month in which deductions were made.

Section 6.

All payments made by the City and Pension Fund to the Benefit Fund shall include a list of the name, social security number, and amount contributed for each employee and retiree for whom contributions are made.

Section 7.

The Benefit Fund shall be responsible for all covered claims incurred under the Benefit Fund, including terminal liability and any other claims covered according to the policy and contract for the Union sponsored plan. A claim is incurred as of the date of the services provided. The Union agrees not to reduce employee contributions for coverage prior to fully funding the plan's terminal liability. The Union shall indemnify and hold the City harmless against any claim, demand, suit, or liability and for all legal costs arising in relation to the implementation or administration of the Union's health insurance plan, except to the extent that the City's acts or omissions give rise to its own liability.

Section 8.

Upon request, the Union and its insurance trust administrator shall provide the City any information that it would be required to provide as though the insurance trust fund was subject to the Public Records Act of Florida Statutes.

Section 9.

Benefit Fund participants shall be provided the opportunity to enroll/re-enroll in the Section 125 plan up to 60 days prior to the beginning of the plan year. The Section 125 Plan shall include premium conversion for health, dental and vision plans, and flexible spending accounts for un-reimbursed medical and dental member and dependent care expenses. The City shall pay monthly administrative costs to the Section 125 Plan administrator selected by the City.

Section 10.

The City shall have seven (7) business days to provide the Benefit Fund with notice of an employee's letter of resignation or retirement. This is to ensure timely processing of paperwork to the provider of services to the Benefit Fund.

Section 11.

The Benefit Fund will accept for coverage all retirees currently participating in the Benefit Fund, as well as all future retirees who elect at the time of retirement to continue to participate in the Benefit Fund, until the time such retirees elect to terminate coverage or otherwise have their coverage terminated. The Pension Fund agrees to deduct the monthly premiums for said retirees from each retiree's pension check upon receipt of a signed authorization and direct deposit of same to the Benefit Fund by the first of each month.

Section 12. 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 twenty-five (\$25,000) 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 13. Voluntary Employees' Beneficiary Association
(VEBA)

- A. The City shall continue to contribute to the West Palm Beach Association of Firefighters Retiree Health Benefit Fund (hereafter known as "VEBA") 4% of the fire department payroll (excluding anyone not participating in the West Palm Beach Firefighter's Pension Fund).

ARTICLE 29. PENSION BENEFITS

This Article will be governed by Article 29 of the IAFF Contract that was ratified on January 9, 2007 by Local 727 PERC Certification #235.

ARTICLE 30. PROHIBITION OF STRIKES

This Article will be governed by Article 30 of the IAFF Contract that was ratified on January 9, 2007 by Local 727 PERC Certification #235.

ARTICLE 31. 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.
- B. Effective October 1, 2007 all bargaining unit members who have not received the maximum pay in their classification shall receive a merit increase on their review date based on a satisfactory Performance Appraisal (PAM 1).

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 first of the month shall be the review date for employees promoted before the fifteenth of the month. The fifteenth of the month shall be the review date of employees promoted on or after the fifteenth of the month. The employee's review date shall be used for future performance appraisals.

Section 3. Promotional Salary Increases

Any employee promoted to a higher position shall receive an increase of five percent (5%) above his or her current base pay, or the minimum rate for the new position, whichever is greater on the date of promotion. The employee will receive an additional five (5%) percent increase 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 on the next regularly scheduled payroll check.
- B. In the event an employee loses a payroll check, it will be replaced within five (5) business days following written notice to the City's Finance Department that said check has been lost.

Section 5. Paramedic Incentive Certification Requirements

A. 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.

B. An employee who is Florida State Paramedic Certified and who has limited West Palm Beach Fire Rescue Medical Director and Fire Rescue Administration authorization to provide ALS procedures must:

1. Personnel who become certified as a State of Florida paramedic during the course of a quarterly continuing education period must meet all of the requirements as stated in this section to qualify for incentive pay.

2. Comply with all provisions of section 5.A of this Article.
3. The West Palm Beach Fire Rescue Department Medical Director and Fire Rescue Administration may place newly certified paramedics, or recently hired certified paramedic personnel, in a restricted status that limits medical authorization to provide ALS procedures. While in this limited status paramedics will be required to participate in the EMS Division's six (6) month STEP Program. An additional six (6) month period may be authorized by the EMS Division. At the end of the initial six (6) month period and/or extension the individual will be reviewed by the Medical Director for release from all restrictions. If in the opinion of the Medical Director, progress is being made but continued probation is warranted, then up to a final six (6) month probationary period may be authorized by Fire Rescue.

Section 6. Paramedic Incentive Pay

- A. 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 and who meet all of the requirements listed in Section 5.A of this Article shall be compensated in the following manner.

Effective with the first full pay period beginning on or after October 1, 2008, or upon ratification of this agreement and approval of the City Commission which ever comes later paramedic incentive will be increased by five hundred (\$500.00) dollars to a total of \$10,000.00 and will be paid at the rate of \$384.62 over twenty-six (26) pay periods.

- B. All employees who are Florida State Paramedic Certified and who have limited authorization by the West Palm Beach Fire Rescue Department Medical Director and fire Rescue Administration to perform Advanced Life Support (ALS) procedures and who meet all of the requirements listed in Section 5.B of this Article shall be compensated in the following manner.

1. One hundred (\$100) dollars per pay period for a total of \$2,600.00 annually each fiscal year but will only be paid during the first six months upon entering the firefighter's initial STEP Program.

Section 7. Incentives

- A. Exclusive of paramedic certification and degree incentive, an employee shall be limited to three (3) certifications for incentive pay purposes. Incentives will be based on the certificates which yield the highest monetary amount.

- B. Inspector Certification

Employees, who achieve and maintain Florida state certification as Municipal Fire Safety Inspectors, shall be compensated fifty dollars \$50.00 per month in addition to the base rate of pay.

- C. Trainer Certification

Employees who achieve and maintain Florida state certification as Basic Instructor Certificates shall be compensated fifty dollars \$50.00 per month in addition to the base rate of pay.

- D. Technical Rescue Technician Certification

Existing qualified employees who are certified as Technical Rescue Technicians at the time of this Agreement will be eligible for incentive pay in the amount of seventy-five (\$75.00) dollars per month. To receive this incentive pay, such employees must maintain current certifications in all of the following: Confined Space Rescue, Rope Rescue, Vehicle Extraction, and Trench Rescue. Effective October 1, 2007, eligibility for this incentive pay will cease to apply. Only existing employee's who currently hold this certification shall be entitled to receive said incentive pay.

- E. Hazardous Materials Technician Certification

Qualified employees who are authorized as a Hazardous Materials Technician (HMT) by Fire Rescue Administration, shall receive incentive pay in the amount of twenty-five hundred (\$2,500.00) dollars annually to be paid bi-weekly at the rate of \$96.15 over twenty-six (26) pay periods as long as authorization is maintained.

F. Education Incentive

An employee who obtains an Associate Degree in Fire Science shall receive ten dollars (\$10.00) per month paid by the City. An employee who obtains an Associate or Bachelor Degree in a fire-related discipline approved by the Florida State Fire College shall receive supplemental compensation as provided by state statute.

G. Management Incentive

Battalion Chiefs, along with the Chief of Emergency Medical Services, Chief of Fire Training and Professional Development, and Chief Fire Prevention Officer shall continue to receive management incentive of three thousand six hundred dollars(\$3,600.00) annually to be paid at the rate of \$138.46 per pay period basis.

Section 8. Pay Plan

Effective the first pay period beginning on or after October 1, 2008 or the first full pay period after ratification by the union and approval of the City Commission which ever is later all bargaining unit members will receive a four (4%) percent across the board increase. An employee approaching the maximum salary for their pay range shall receive this amount up to the maximum amount of the pay range. An employee at or above the maximum of the pay range will not receive any portion of the increase.

Section 9. SALARY RANGE

A. Merit Increases. Merit increases shall be awarded on an employee's review date. An employee's merit increase shall be based on the City's Performance Appraisal Manual (PAM-1) procedures. An employee at or approaching the maximum salary for their pay range shall receive all amounts due and owing above the maximum of the pay range in a lump-sum distribution over twenty-six (26) pay periods.

B. Salary Ranges.

	Minimum	Mid Range	Maximum
Salary Grade Effective October 1, 2008	\$92,804.23	\$102,084.65	\$111,365.08

ARTICLE 32. SECONDARY EMPLOYMENT

This Article will be governed by Article 32 of the IAFF Contract that was ratified on January 9, 2007 by Local 727 PERC Certification #235.

ARTICLE 33. LAYOFF PROCESS

Section 1.

Layoff procedures for bargaining unit members shall follow the method set forth in the Civil Service Rules and Regulations, Rule VIII - Layoff. The layoff procedures are based on classification seniority; this is seniority earned within the employee's present job classification. Veteran's preference is also considered in the layoff process for employees who hold the rank of Firefighter.

An employee whose position is eliminated is first given the opportunity to displace ("bump") the least senior employee within the same job classification.

An employee whose position is eliminated, who is not eligible to displace another employee within the same classification and who holds regular Civil Service status in a previous (lower) job classification is given the opportunity to displace the least senior employee within the lower classification.

In turn, the displaced employee, if eligible, will be given the opportunity to displace ("bump") another employee. If the displaced employee is not eligible to bump to a lower classification, then that employee will be laid off.

Section 2.

A written notice of layoff containing the reasons shall be handed to each affected employee in addition to a mailing of the same notice to the last known address of the employee.

Section 3.

The order of layoff of Regular employees shall be determined by a layoff score, those with the lowest score to be laid off first. Layoff scores shall be computed in the following manner: a credit for seniority computed at the rate of one-tenth (0.1) of one point shall be given to all employees in the particular classification for each full month of service within the particular classification in which his or her performance rating has been reported as satisfactory.

One full point (1.0) shall be added to the layoff scores for eligible veterans in compliance with Veteran's preference as set forth in Section 295, Florida Statutes and the Civil Service Rules.

If the employee has progressed in continuous service and holds regular Civil Service status in each of several job classifications, the employee shall hold job seniority in any one of the several job classifications as follows:

1. In the highest job classification, only seniority accrued in that classification shall apply.
2. In any lower job classification, all seniority accrued in said lower classification together with all seniority accrued in the several higher classifications shall comprise the total seniority in the lower classification.

No employee shall have any right in a job classification in which he was never employed nor held regular Civil Service status.

Section 4.

A tie in layoff score shall be broken in favor of the employee with the earliest original Fire Department employment date. If a tie remains, it shall be broken by computer generated random number in the favor of the employee with the highest random number.

Section 5.

An employee who exercises displacement rights to a lower or lateral position shall be compensated at his or her current wage level, unless the employee's current wage level exceeds the maximum rate of pay established for the lower or lateral position. In that case, the employee shall receive the maximum rate of pay for the lower or lateral position.

Section 6. Recall

The City shall follow the procedures established for re-employment registers as set forth in the Civil Service Rules for employees recalled after a layoff.

In the event of a layoff, a recall list shall be prepared. Employees will be placed on the list in reverse order of any layoffs and will remain on the list for a period of two years. No new employees in the classifications affected by the layoff will be hired or transferred to the Fire Department until the re-employment register is expired or exhausted. Employees who are recalled will return to their previous held regular Civil Service status classification.

Those employees reinstated to their previously held positions shall retain their previously held wage in addition to any increases in wage or benefit accrued prior to displacement. It is understood that employees that are reinstated must be able to fully perform all aspects of the job requirements of their previously held position.

ARTICLE 34. GRIEVANCE PROCEDURE

Section 1. Grievance Processing

A. A grievance is defined as a dispute or difference of opinion raised by an employee, or group of employees or the Union (with respect to a single common issue) involving the meaning, interpretation and application of the express terms of this agreement.

B. Grievances shall be processed in the following manner:

Prior to filing a grievance with the Union Grievance Committee, an employee shall notify the Assistant Fire Chief. The employee and the Assistant Fire Chief shall discuss the matter in an attempt to resolve a potential grievance issue prior to the employee submitting a written grievance. This discussion shall take place within six (6) calendar days of the occurrence of the dispute or difference of opinion, which may lead to the filing of a grievance.

The Union shall be given notice and opportunity to be present at any such meeting and the grievance adjustment shall not be inconsistent with the terms of this agreement.

If the matter cannot be resolved by discussion at this level, the employee may prepare a written grievance as follows:

Step 1: The aggrieved employee shall, within six (6) calendar days of the initial discussion with the Assistant Fire Chief, submit a letter and signed petition to the Union Executive Board and to the Fire Chief. The petition must include the date resolution of the matter was attempted with the Assistant Fire Chief and the results of that meeting.

Step 2: The Executive Board shall determine if a grievance exists. If in its opinion no grievance exists, no further action by the Union or the employee will be taken. The Union Executive Board shall render this decision in writing and forward this decision to both the aggrieved employee(s) and to the Fire Chief.

If a grievance does exist, the Executive Board shall, within fifteen (15) business days of the event giving rise to the grievance, present the grievance in writing to the Fire Chief or his/her designee for resolution. The written grievance shall include the applicable contract articles, specific sections and subsections, a description of the alleged violation(s), a description of the actual injury incurred by the aggrieved employee(s), the basis for the grievance and a proposed remedy. The Union may file class action grievances directly with the Fire Chief.

The Fire Chief or his/her designee shall respond in writing to the Union within ten (10) business days upon receipt of the grievance. If the grievance has not been settled within ten (10) business days from the date of submission to the Fire Chief or his/her designee then the grievance is considered denied by the Fire Chief and will advance to the next step.

Step 3: The grievance may then be submitted by the Union through the Employee Relations Manager to the City Administrator for resolution within fifteen (15) business days of the grievance being denied. This submission shall contain all pertinent information and arguments supporting the reason why the Step 2 response is not acceptable.

Step 4: If the grievance has not been settled within fifteen (15) business days from the date of receipt by the Employee Relations Manager, the grievance may then be submitted to arbitration as indicated in Section 2 of this article.

C. The Employee Relations Manager and the Union President may agree to extend the time frame for internal resolution of a grievance by mutual written agreement.

Section 2. Arbitration Referral

- A. If the employee grievance is not resolved at step 4 of the Grievance Procedure, the Union may, within fifteen (15) business days from the date the City Administrator's response is received by the union, or if no response is received within fifteen (15) business days of the date the response is due, may submit a request for arbitration to the Employee Relations Manager. In general grievances, either the Union or the City may request to take the issue or grievance to arbitration.
- B. The arbitrator's fee and expenses shall be borne equally by both parties regardless of the award.
- C. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side. The expenses of non-City witnesses for either side shall be paid by the party producing such witnesses. City employees called as witnesses shall be paid if called during normal working hours. Off-duty employees called by the City shall be compensated according to Article 22.

Section 3. Expedited Arbitration for Reasonable Suspicion
Substance Abuse Cases

- A. When a Battalion Chief files a grievance alleging that an alcohol or controlled substance abuse screening was ordered improperly under Article 10, of this agreement, the drug testing grievance shall be submitted directly to arbitration. However, the drug test will proceed, but results will not be released to either the City or the Union unless pursuant to subsection C below.
- B. Such grievances shall be heard no later than five (5) business days after the Battalion Chief files the grievance. If the Battalion Chief grieves the test, said grievance must be received in writing by the Fire Chief or his/her designee on duty within twenty (24) hours of the testing order and must describe in detail the reason for the grievance and the argument why the test should not have been administered.

- C. The arbitrator will be required to rule whether or not the City ordered the alcohol or substance abuse screen in compliance with Article 10, of this agreement. Test results will not be released to the City unless the arbitrator confirms that the City ordered the testing based on reasonable suspicion as defined in Article 10.
- D. The arbitrator will make a bench ruling at the close of the hearing and an oral response will be sufficient to settle the grievance. Such oral response shall be reduced to writing for the record by the arbitrator and submitted to the parties within five (5) business days from the close of the hearing.

Section 4. Selection of the Expedited Arbitrator and Scheduling of the Expedited Hearing

- A. The City and the Union shall follow the established list of Arbitrators currently on file with both the IAFF and the City for expedited arbitrations only.
- B. The hearing shall be scheduled at a mutually agreed upon time by both parties and based on the availability of the Arbitrator. A list of available arbitration dates will be requested from the arbitrator. Upon receipt, the parties will alternately strike dates until one date remains. A coin toss will determine who will strike first. If an arbitrator has no dates available, the next arbitrator on the list will be called.

Section 5. Arbitration Selection for other than Expedited Arbitration Hearings

- A. An arbitration that does not fall under expedited arbitration shall require a new arbitrator selection.
- B. The panel shall consist of seven (7) qualified neutrals requested from the Federal Mediation and Conciliation Services (FMCS) by the party requesting arbitration. Within five (5) working days after the receipt of the list, the parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out first. The arbitration shall be withdrawn if after 90 days subsequent to the selection of an arbitrator, the grieving party fails to take any action.

- C. The date of the hearing shall be scheduled no later than thirty (30) days from the date the arbitrator is selected. A list of available arbitration dates will be requested from the arbitrator. Upon receipt, the parties will alternately strike dates until one date remains. A coin toss will determine who will strike first. If an arbitrator has no dates available within the next sixty (60) days, the last arbitrator struck will be called.

Section 6. Hearing Procedures

- A. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
 - 1. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit a full presentation of the evidence and arguments of the parties.
 - 2. The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The arbitrator shall require the attending party to submit supporting evidence.
- B. The arbitrator shall make an appropriate record of the proceedings. Either party to this agreement may tape record the proceedings in lieu of creating a stenographic record.
- C. Either party to this agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts. The use of transcripts shall not cause the extension of time frames for the arbitrator's decision unless a time extension is mutually agreed upon by the parties.
- D. Normally, the hearing shall be completed in one (1) day. In unusual circumstances and for good cause shown, the arbitrator may extend the hearing beyond one (1) day, and schedule an additional hearing, within five (5) working days.
- E. When both sides have completed their presentations, the arbitrator shall ask whether either party has any further evidence to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare and note the hearing closed.

- F. Any post hearing briefs must be filed with the arbitrator within seven (7) calendar days from the close of the hearing unless both parties to the hearing mutually agree otherwise.
- G. The arbitrator shall be requested to tender his or her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the hearing.
- H. The awards shall be in writing and shall be signed by the arbitrator.

Section 7. Authority of the Arbitrator

- A. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his or her decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any other issues not submitted.
- B. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
- C. The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and employer. The decision rendered by the arbitrator shall not be precedent setting on disciplinary cases, but will be final and binding on the specific disciplinary issue involved.
- D. 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 alleged accruals for more than five (5) calendar days prior to the date when such grievance shall have been submitted in writing.

If information pertinent to the decision to file a grievance is not made available to the Union after it has made a proper written request and a grievance filing date is delayed because of this, the City's liability will be based on the date of the written information request.

- E. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event, no later than fifteen (15) calendar days after receipt of the arbitrator's award.

- F. The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties.

ARTICLE 35. PREVAILING BENEFITS

Section 1.

All job benefits in effect at the time of the execution of this agreement heretofore authorized by the City or benefits provided by ordinance or Code of the City Commission or City not specifically provided for or abridged by this agreement shall remain in full force and effect for the duration of this agreement.

Section 2.

The City and the Union will meet at the request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this agreement, provided, however, no changes shall be made except where a waiver exists or where the change is negotiated in accordance with Chapter 447, Florida Statutes.

ARTICLE 36. SAVINGS CLAUSE

If this agreement or any provision, section, subsection, sentence, clause, phrase, or word of this agreement is declared invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect.

ARTICLE 37. DURATION OF AGREEMENT

Section 1.

Except as otherwise provided herein, this agreement shall become effective October 1, 2008 or the first full pay period after ratification by the union and approval of the City Commission which ever is later, and shall continue in full force and effect until its expiration date of September 30, 2009.

Section 2.

Negotiations for a successor agreement shall commence on or about May 1, 2009. 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. 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 will notify each other in writing of the articles it intends to open no later than 5:00 P.M. April 15, 2009. Such notification will contain the title or titles of the article or articles the party wishes to add, alter, or amend and only those article(s) will be subject to collective bargaining. All other articles will remain in full force and effect.

