

**PALM COAST PROFESSIONAL
FIREFIGHTERS
IAFF LOCAL 4807**

AND

CITY OF PALM COAST

COLLECTIVE BARGAINING AGREEMENT

FY 2012-13 to 2014-15

1
2
3
4
5

ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the City of Palm Coast, hereafter referred to as the “City” and the Palm Coast Professional Firefighters IAFF Local 4807, hereafter referred to as the “Union.”

1 **ARTICLE 3**

2 **DUES DEDUCTIONS**

3 1. Any member of the Union, who has submitted a properly executed dues deduction
4 card or statement to the City in accordance with a format prescribed or approved by the City,
5 may, by request in writing, have his/her membership dues, initiation fees, and uniform
6 assessments in the Union deducted from his wages each pay check. Dues, assessments, and
7 initiation fees so deducted from each employee's salary shall be forwarded by the City to the
8 Union within thirty (30) calendar days of the deduction. However, the City shall have no
9 responsibility for any liability for any monies once sent to the Union, nor shall the City have any
10 responsibility or any liability for the improper deduction of dues within the bargaining unit. The
11 Union shall indemnify the City and hold it harmless against any and all suits, claims, demands,
12 and liabilities which arise out of or by reason of any action taken or not taken by the City to in
13 good faith comply or attempt to comply with the provisions of this Article.

14 2. It shall be the responsibility of the Union to notify the City of any change in the
15 amount of dues to be deducted at least thirty (30) days in advance of said change. Under no
16 circumstances shall the City be required to deduct Union fines, penalties, political action
17 payments, or special assessments of any kind.

18 3. Any member of the Union may, on thirty (30) days written notice to the City,
19 require that the City cease making deductions from his or her wages. The City will forward a
20 copy of the written notice to the Union concurrently with ceasing the member's dues deductions.

1 **ARTICLE 4**

2 **UNION BUSINESS**

3 1. Bargaining unit employees, Union Officers, and Union representatives shall be
4 paid by the City only when they perform the normal duties of a firefighter. To the extent that
5 these employees wish to perform Union duties (such as negotiations, grievance processing,
6 attending Union conventions, etc.) during their normal work schedules, they may utilize union
7 pool time, annual leave or shift exchanges; provided, however, that they comply with the rules
8 otherwise applicable to such leave and shift exchanges. Pool time need not be utilized for
9 routine union-related matters that are mutually agreed upon.

10 2. The City agrees to establish a Union Time Pool as set forth below. The Union
11 Time Pool is to be used only by the Union President or his designees for the purpose of
12 conducting union-related activities (such as negotiations, grievance processing, attending Union
13 conventions, etc.). Union pool leave may not be used for political activities.

14 A. Each bargaining unit employee may donate up to six (6) hours of their
15 annual leave into the Union Time Pool on January 1 of each year. Any surplus in this
16 leave bank at the end of any fiscal year shall carry over to the next year, up to a
17 maximum of 350 hours (no leave may be donated above the 350 hour annual cap).
18 Unused annual leave donated to the Union Time Pool shall not be returned to the donor.

19 B. When time is required for the above mentioned purposes, the Union
20 President or his designee shall submit to the Fire Chief or his/her designee the required
21 form specifying the number of hours needed no later than two (2) calendar days prior to
22 the requested date. This advance notice period may be waived by mutual agreement. Use
23 of time from the Union Time Pool will be subject to the approval of the Fire Chief or

1 his/her designee. Pool time shall be approved for any of the permissible reasons
2 described above; however, Pool Time may be denied if the use will result in the
3 Department incurring overtime, except at the Chief's discretion.

4 C. Union Time Pool hours shall not be considered hours worked for purposes
5 of overtime.

6 D. Any injury incurred by a bargaining unit employee whose time is being
7 paid for by the Union Time Pool, or while engaged in activities paid for by the Union
8 Time Pool, shall not be a considered line of duty injury, nor shall such injury be
9 considered to have been incurred in the course and scope of employment by the City
10 within the meaning of Chapter 440, Florida Statutes, as amended.

11 E. The Union agrees to indemnify and hold harmless the City, its agents,
12 employees and officials from and against any claims, demands, damages or causes of
13 action of any nature whatsoever, asserted by any person, firm or entity, based on or
14 relating to any annual leave deduction undertaken under this Article, and agrees to defend
15 at its sole expense any such claims against the City or its agents, employees or officials.
16 The term officials as used herein include elected or appointed officials.

17

1

ARTICLE 6

2

WORK STOPPAGES

3

1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass

4

resignations, sick-outs, picketing of the residence of public officials, or refusal to perform

5

assigned work authorized by this Agreement by the employees covered under this Agreement.

1 **ARTICLE 7**

2 **BULLETIN BOARDS**

3 1. The City shall furnish the Union with space for a bulletin board at each fire
4 station to be placed in locations designated by the Fire Chief, or his designee. The Union shall
5 be responsible for providing such bulletin board. The Union shall utilize the bulletin boards only
6 to post the following:

- 7 A. notice of Union meetings;
- 8 B. notice of Union elections and Union election results;
- 9 C. copies of the Union's constitution and by-laws and amendments thereto;
- 10 D. notice of Union recreational and social affairs;
- 11 E. notices related to dues and assessments;
- 12 F. copies of this Agreement;
- 13 G. names of Union officials (and changes thereto);
- 14 H. minutes of Union meetings.

15 2. All material to be posted on the bulletin board shall be submitted to the Fire
16 Chief, or his designee, for review simultaneous with posting. Under no circumstances shall the
17 Union post any notice containing material of a political nature or material tending to directly or
18 indirectly disparage or demean the City, the Fire Department, or any of their elected or appointed
19 officials or employees. The Union agrees to police the posting of materials on the bulletin
20 boards. If the Union cannot, or does not, properly police the bulletin boards, the Fire Chief shall
21 provide the Union the opportunity to remove the allegedly violative material, and should the

- 1 Union fail to do so, the Fire Chief, at his discretion, may revoke the Union's bulletin board
- 2 privileges at the offending station for up to six (6) months per violation.

1
2
3
4
5

ARTICLE 8

INSURANCE

1. The City shall provide insurance benefits for all bargaining unit employees in the same manner, including benefit levels and contributions as all other City employees. The City shall also provide any additional insurance required by Florida law.

1
2
3
4
5
6
7
8

ARTICLE 11

CIVIL EMERGENCIES

1. In the event of a declared civil emergency, such as riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or his designee during the time of the declared emergency, provided that the Union is notified as soon as is practical, and further provided that wage rates and monetary fringe benefits shall not be suspended.

1 **ARTICLE 12**

2 **WAGES**

3
4 1. For Fiscal Year 2012-13, bargaining unit employees will receive the same merit
5 and/or across-the-board wage increases, if any, as the City-wide wage increases provided to all
6 other City employees.

7 2. For Fiscal Year 2013-14, bargaining unit employees will receive the same merit
8 and/or across-the-board wage increases, if any, as the City-wide wage increases provided to all
9 other City employees. Bargaining unit employees will also receive the same service awards as
10 provided to all other City employees in Fiscal Year 2013-14.

11 3. For Fiscal Year 2014-15, bargaining unit employees will receive the same merit
12 and/or across-the-board wage increases, if any, as the City-wide wage increases provided to all
13 other City employees. Bargaining unit employees will also receive the same service awards as
14 provided to all other City employees in Fiscal Year 2014-15.

15 4. Wage increases, if any, for any Fiscal Year after Fiscal Year 2014-15 shall be
16 determined through the collective bargaining process.

17 5. The City will create a new bargaining unit classification of Lieutenant-P (Pay
18 Grade F17) for Lieutenants who possess a valid State of Florida Paramedic (EMT-P)
19 certification and who are approved by the Medical Director to perform work as a paramedic.
20 Lieutenants receiving the paramedic incentive shall be required to perform paramedic duties as
21 required by management, and must maintain their Paramedic Certification in good standing and

- 1 approval by the Medical Director to perform work as a paramedic as conditions of continued
- 2 employment.
- 3

1 **ARTICLE 13**

2 **HOLIDAYS**

3 1. In conjunction with their paycheck for the last pay period in September,
4 bargaining unit employees shall be paid 11.2 hours for each of the holidays that are currently
5 recognized for them (or subsequently provided to any other City employees), and for which they
6 were employed by the City, in the preceding 12 months. Such payment shall be made using the
7 employees' rate of pay as of the date of payout. Such payout shall be prorated based upon the
8 number of holidays for which the employee was actively employed and would be otherwise
9 eligible (excluding any periods of leave without pay).

10

1 **ARTICLE 14**

2 **GRIEVANCE AND ARBITRATION PROCEDURES**

3 1. Bargaining unit members will follow all written and verbal orders given by
4 superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with
5 such orders will not prejudice the right to file a grievance within the time limits contained herein,
6 nor shall compliance affect the ultimate resolution of the Grievance.

7 2. A grievance is defined as a dispute regarding the interpretation or application of
8 an express provision of this Agreement. As such, grievances are limited to claims which are
9 dependent for resolution exclusively upon interpretation or application of one or more express
10 provisions of this Agreement. No grievance will or need be entertained or processed which does
11 not meet this definition, is not presented in the manner described herein, and/or is not filed in a
12 manner provided herein within the time limit prescribed herein. A grievance may be filed by a
13 bargaining unit employee or the Union. In either case, the procedure to be followed will be the
14 same. The grievant (whether it be the Union or an individual employee) and management may
15 agree to waive Step One in any grievance.

16 3. Grievances will be processed in the following manner and strictly in accordance
17 with the following stated time limits:

STEP ONE: An aggrieved employee or the Union shall present in writing
the grievance to the employee's Captain within ten (10) business days (defined as
Monday through Friday) of when the aggrieved employee or the Union knew or
should have known of the occurrence of the event(s) which gave rise to the
grievance. (Knowledge by the employee shall be considered knowledge by the

Union.) The grievance shall be filed on the prescribed grievance forms developed jointly by the City and the Union which shall be standard forms used throughout the grievance procedure. The grievance shall be signed by the employee or the Union as appropriate and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles of this Agreement allegedly violated; (c) a statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Captain shall, within ten (10) business days after presentation of the grievance, render his or her decision on the grievance in writing.

STEP TWO: Any grievance which cannot be satisfactorily settled at STEP ONE shall then be taken up by the Fire Chief or his designee. The Grievance can be amended at any time prior to filing at STEP TWO. The grievance, as specified in writing, shall be filed with the Fire Chief or his designee within ten (10) business days after the due date for the response in STEP ONE above. The Fire Chief or his designee shall discuss the grievance with the grievant (whether it be an individual employee or the Union) and shall, within ten (10) business days after said discussion, render his or her decision on the grievance in writing.

STEP THREE: Any grievance which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the City Manager. The grievance, as specified in writing at STEP TWO above shall be filed with the City Manager within ten (10) business days after the due date for the Fire Chief's response in STEP TWO above. The City Manager or his/her designee shall discuss the

grievance with the grievant (whether it be an individual employee or the Union) and shall, within ten (10) business days after said discussion, render his or her decision on the grievance in writing.

4. If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in STEP THREE above, the Union, on its own behalf or on behalf of the individual employee may request arbitration by written notice to the City Manager within fourteen (14) business days of receipt of the City Manager's decision. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed in STEP TWO of the grievance procedure.

5. Within ten (10) business days from the delivery of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators who have a residence within the State of Florida from the Federal Mediation and Conciliation Service. The determination of which party makes the initial strike will be determined by the toss of a coin, with the parties thereafter alternately eliminating, one at a time, from said list of names, persons not acceptable, until only one (1) remains, and this person will be the arbitrator.

6. As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union, in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be split by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost.

Each party shall bear the expense of its own witnesses and of its own representatives, including attorneys, for purposes of the arbitration hearing.

7. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or is not a grievance as defined in this Agreement.

8. The decision of the arbitrator shall be binding, subject to any appeal or review rights under applicable law.

9. No decision of any arbitrator or the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of lost wages less any employment compensation and/or interim earnings that otherwise would not have been earned had the employee not lost wages.

10. It is agreed with respect to this grievance and arbitration procedure that:

A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).

B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to the timing will be subject to any arbitration resulting from the matter. A grievance which is, for any reason, not the subject of a timely response by the City or by the Department shall be deemed denied at that step and

the grievant may proceed to the next step. The failure to proceed on a timely basis to the next step shall bar the grievance.

C. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery, email or fax, Monday through Friday, except holidays hereunder, to the office of that official shall be required for compliance with prescribed time limits if the designated official is not personally available for service.

11. Bargaining unit employees may not avail themselves of the appeals process set forth in the City's Policies and Procedures with respect to any matter expressly covered by this Agreement. Bargaining unit employees may avail themselves of the appeals process set forth in the City's Policies and Procedures with respect to any matters covered therein which are not expressly covered by this Agreement, such as discipline and discharge.

ARTICLE 15

TIME EXCHANGES

1. Bargaining unit employees shall be able to exchange time in accordance with the Fire Department's Voluntary Time Trade Standard Operating Procedure as agreed to by the parties.

ARTICLE 16

ENTIRE AGREEMENT/DURATION

1. The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

2. If either the City or the Union desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing at least ninety (90) days prior to the termination date of this Agreement. Following receipt of such notice, unless there is a mutual agreement to the contrary, the City and the Union shall commence negotiations.

3. Nothing herein shall preclude the parties from mutually agreeing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.

4. This Agreement shall become effective the first full pay period after ratification by both parties, except where otherwise provided, and shall remain in effect until September 30, 2015. Thereafter, this Agreement shall remain in effect as provided by applicable law.

ARTICLE 17

NONDISCRIMINATION

1. The parties agree that there shall be no discrimination against any bargaining unit employee due to his/her membership or non-membership in the Union.

ARTICLE 18

OVERTIME

1. Bargaining unit employees shall be paid at the rate of one-and-one-half (1½) times their regular hourly rate for all hours actually worked in excess of one hundred and six (106) hours in their two (2) week work cycle.

2. Overtime shall be distributed in accordance with the Fire Department's Overtime Standard Operating Procedure as agreed to by the parties.

ARTICLE 19

IAFF INSIGNIA

1. Local 4807 shall be allowed to place one (1) IAFF insignia no larger than 4 inch by 4 inch on the inside of the front lower left windshield or on a side window of each apparatus to which the bargaining unit employees are assigned so long as the insignia does not affect the vision of the driver operator.

ARTICLE 20

SEVERANCE PAY

1. Bargaining unit employees who are involuntarily separated from employment due to budgetary constraints or lack of work shall be provided severance pay in the amount of one (1) pay period of the employee's base pay at the time of separation for each year of service up to a maximum of four (4) pay periods.

ARTICLE 21

CIVIL LEAVE

1. Bargaining unit employees shall be provided civil leave in accordance with City Policy except that employees who are litigants as a result of being sued for a matter arising out of the good faith performance of their City job duties shall be eligible for leave.

ARTICLE 22

ANNUAL LEAVE

1. Two (2) bargaining unit employees may be off on annual leave at any one time on any one shift.

ARTICLE 23

RETIREMENT

1. Bargaining unit employees shall be provided retirement benefits in accordance with the City's 401(a) and 457(b) plans, except that effective January 1, 2015 the City will match the employee's personal 457(b) contribution up to a maximum of 2.0% of the employee's income.

SIGNATURE PAGE

ATTEST/WITNESS:

**PALM COAST PROFESSIONAL
FIREFIGHTERS IAFF LOCAL 4807**

By: _____

Jason Laughren, President

Date: _____

Date: _____

ATTEST:

CITY OF PALM COAST

Virginia Smith, City Clerk

Jim Landon, City Manager

Date: _____

Date: _____