Amendments to IAFF 2018-2021 November 21, 2019

1		ARTICLE 38
2		<u>LEAVE OF ABSENCE</u>
3	38.14	Paid Parental Leave
4		Employees covered by this Agreement shall be eligible for Paid Parental
5		Leave in accordance with HR Policy L-2: General Leave Policies. Covered
6		events occurring on or after October 24, 2019 shall qualify an employee for
7		Paid Parental Leave absence. In addition, in the event an employee
8		experienced a covered event prior to October 24, 2019, he/she shall be
9		eligible for Paid Parental Leave for any remaining balance of the twelve
10		weeks following the covered event.
11		
12		ARTICLE 40
13		WAGES
14	40.1 Ge	neral Increases and Range Movement
15	A.	There shall be no General Increases during the term of this Agreement, and
16		no General Increases after the expiration of this Agreement unless and
17		until there is a new Agreement in effect providing for such increases.
18		
19	B.	There shall be no pay range movement during the term of this
20		Agreement Effective the beginning of the first full pay period in October 2019,
21		pay ranges shall be adjusted as provided in Exhibit 1 below. There shall
22		be, and no pay range movement after the expiration of this Agreement unless
23		and until there is a new Agreement in effect providing for
24		such increasesmovement.
25		
26	C.	An employee entering the Deferred Retirement Option Program (DROP) may
27		elect to forego receipt of any future general salary increases effective
28		after entry into the DROP, for as long as the employee is participating in the
29		DROP, as provided in Article VII, Division 3, of the Code of Ordinances:
30		

A Consolidated Pension Plan member who has elected to receive Longevity payments rather than general increases (COLA) must, in order to enter and continue to participate in the Deferred Retirement Option Program (DROP), forego receipt of all general salary increases (COLA) effective after the member's entry into the DROP. This member must, in order to enter and continue to participate in the DROP, forego receipt of all merit increases after the member's entry into the DROP to the extent such increase would result in the member's base salary exceeding the top of the salary range of the regular classification the member was in, as it existed when the member entered the DROP. Such participants in the DROP remain eligible to receive a promotional increase, but subsequent merit increases would be limited as described above.

40.2

A.

Merit or Performance – Based Increases

<u>Wage Increases (see section 40.3)</u>, who have completed an *initial* probationary period and whose overall performance rating for the prior rating period is Meets Expectations or higher shall receive a base rate increase as provided in <u>the tTable 1 below</u>, limited by the pay range maximum.

Effective the beginning of the first full pay period in October 2018 dates

Employees whose individual base rate prior to the increase is less than the amount provided in the table from the range maximum, shall have their base rate increased to the maximum of the range, as necessary, and shall receive a one-time, non-pensionable, lump sum payment for that portion that is above the range maximum. Lump sum payments shall not be included as base pay.

In the event an employee, who is otherwise eligible, did not complete his/her *initial* probationary period during the prior rating period, the employee shall become eligible upon satisfactory completion (Meets Expectations or higher) of his/her *initial* probationary period. Payment

1 2 in those instances shall be made prospectively from the first full pay period following completion of the initial probationary period.

3

	FY19 (October 2018)
	Annualized Base Rate Increase
Firefighter	\$1,600
Fire Driver/Operator	\$1,795
Fire Lieutenant and Fire Inspector	\$2,060
Fire Captain and Fire Investigative Services Officer	\$2,165

4

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Table 1

Contract Year	Amount	Effective Date*
October 1, 2019 to September 30, 2020	<u>2%</u>	October 5, 2020
October 1, 2020 to September 30, 2021	2½%	<u>January 11, 2021</u>

*Prospective upon completion of probationary period

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12 13 These merit increases within an established pay grade (see Exhibit I) shall be limited only by the range maximum based on satisfactory performance.

Except as provided in 40.3.B. below, There shall be no Merit Increases after September 30, 2019 2021 unless and until there is a new Agreement in effect providing for such increases.

B. For regular (non-probationary) employees, the review period is a oneyear period from October 1 through September 30.

1		C.	Employees may be eligible for Special Merit Awards as authorized
2			under City Human Resources Policy - Performance-Based Merit
3			Awards.
4	40.3	Tran	sitional Wage Increases
5		<u>A.</u>	Upon ratification of this amendment, employees covered by this
6			Agreement shall have their years in position (YIP) computed to the
7			nearest 1/100th as of October 1, 2019. This value shall serve as the
8			basis for determining an employee's Market Threshold and the total
9			value of his/her Transitional Wage Increase. Market Threshold shall be
10			computed as follows:
11			 (New pay grade midpoint – new market minimum) ÷ 7 = value of
12			one full year in position (YIP).
13			 In computing the Market Threshold, 'new market minimum' shall
14			mean the 9/20/21 minimum shown in Exhibit 1.
15			 Employee's YIP x value of one full year in position = Market
16			Threshold, limited by the new pay grade midpoint.
17		<u>B.</u>	Employees hired on or after September 29, 2019 shall not be eligible
18			for Transitional Wage Increases described in this paragraph (40.3).
19			Employees hired on or after September 29, 2019 shall only be eligible
20			for Merit Increases, or an increase to the new fiscal year minimum,
21			whichever is greater, on October 5, 2020, depending on date of hire,
22			as described in section 40.2 above. The merit increase will be
23			prospective upon satisfactory completion of probation, and/or on
24			January 11, 2021 (for satisfactory rating for Fiscal Year 2020).
25			Employees hired on or after October 5, 2020 shall not be eligible for
26			increases provided in this paragraph (40.3).
27		C.	Except as provided in 40.3.E. below, an eligible employee's
28			Transitional Wage Increase shall be equal to the difference between
29			his/her base salary as of October 1, 2019, and his/her Market
30			Threshold, limited by the new pay grade midpoint, as described in
31			Exhibit 1.

1		D.	The Transitional Wage Increase, if any, will be added to any eligible
2			employee's base rate of pay in three installments, as provided in
3			Table 1.
4		<u>E.</u>	In the event an otherwise eligible employee's initial computed
5			installment of the Transitional Wage Increase is less than 4% of
6			their individual base rate of pay, he/she shall receive a base rate
7			increase equal to 4% for the first installment. In addition, such
8			employees shall receive base rate increases as provided in Table
9			<u>2.</u>
10		<u>F.</u>	There shall be no Transitional Wage Increases after September
11			2021, and no Transitional Wage Increases beyond the term of this
12			Agreement, unless and until there is an Agreement in effect
13			providing for such increases.
14		<u>G.</u>	Employees who are eligible for a Transitional Wage Increase, and
15			who promote during the period of implementation (October 7, 2019
16			to September 20, 2021), shall remain eligible for and shall continue
17			to receive Transitional Wage Increases on the same dates and in
18			the same amounts they would receive such increases had they not
19			promoted, so long as the promotion is to another bargaining unit
20			classification. For example, a Driver/Operator who is due to receive
21			Transitional Wage Increases, and who promotes to Lieutenant in
22			April 2020, shall receive Transitional Wage Increases on October 5,
23			2020 and September 20, 2021, in the same amounts he/she was
24			due to receive when initially computed, based on his/her pay, Years
25			In Position, and new range as of October 1, 2019.
26			
27			
28			
29	Table 2		
30			

Transitional Wage		Effective Date	Amount	Basis					
Increases									
First Install	<u>ment</u>	October 7, 2019	Not less than 4%	Market threshold/3, not					
				less than 4%*					
Second		October 5, 2020		1st Installment x 1.06*					
Installment									
Third Insta	<u>llment</u>	<u>September 20, 2021</u>		Market threshold/3*					
	*Limited	d by the pay range maxi	mum. For DROP par	ticipants, any Transitional					
	Wage I	ncrease shall be limited	by the individual's D	ROP maximum.					
40.4	_Twenty	-four hour shift personne	el who have been as	ssigned to Fire Prevention					
	shall re	ceive compensation at t	he appropriate rate	of pay.					
40.4 <u>5</u>	Employ	rees covered by this Ag	greement who work	in a higher classification					
	shall be	be paid ten percent (10%) above their current rate for each such full hour.							
	Under r	no circumstances shall t	he total amount of o	ut-of-class pay that is paid					
	exceed	that attributable to the r	number of hours wor	ked.					
40. 5 6 A.	Effectiv	fective the beginning of the first pay period in October 2018, all employees							
	who po	ossess or achieve State of Florida paramedic certification shall receive							
	an ann	ualized based rate ind	zed based rate increase of \$1,100, limited by the pay range						
	maximu	um. Any portion of the \$	1,100 that is in exce	ss of the range maximum					
	shall be	e paid as a one-time, no	n-pensionable, lump	sum payment. This base					
	rate ind	crease shall only be ma	ade once. Lump su	m payments shall not be					
	include	d as base pay. There	shall be no base r	rate increases under this					
	provisio	on after the term of this Agreement, unless and until there is a new							
	Agreen	nent in effect providing fo	or such increases.						
B.	In the e	event a member who rec	ber who receives the base rate increase in 40.5.A. above						
	loses th	ses the State of Florida paramedic certification, the member's annual base							
	rate wil	ite will be reduced by \$1,100.							
C.	Employ	rees holding a current	and valid State Par	amedic Certification shall					
	. ,								

receive supplemental paramedic pay at a rate of ten percent (10%) of their

current base wages.

1		Any paramedic who is not cleared shall not receive this monthly supplement,
2		provided that he or she has had the opportunity to obtain cleared status on
3		City time and at City expense.
4	40. <mark>67</mark>	Employees who are required to be paramedics, in accordance with 10.3 of
5		Article 10, shall upon request be permitted to seek relief from said requirement
6		from the Department Medical Director.
7	40. 7 <u>8</u>	If the City Commission determines that fire inspections are to be performed
8		on a department-wide basis by fire companies, fifty dollars (\$50.00) per month
9		shall be re-instated for the duration of the current labor agreement. Company
10		fire inspections will be conducted from 8:00 a.m. to 5:00 p.m., Monday through
11		Friday, and Saturdays until 11:30 a.m.
12	40. <mark>89</mark>	Lieutenants while assigned to Training shall be paid five percent (5%) above
13		their current rate.
14	40. 9 10	All persons in the Fire Department in the classification of Fire Inspector
15		holding a current and valid Police Officer certification shall be paid an incentive
16		of five percent (5%) of his/her base wages while so employed.
17	40. 10 11	Certified HazMat Technicians assigned to the HazMat team (currently
18		assigned as Engine 2 and Tower 2) shall be paid an incentive of two and one-
19		half percent (2½%) of their base wages for hours worked in this assignment.
20	40. 11<u>12</u>	A. The Fire Chief shall determine and authorize the number of HazMat
21		Technicians and Technical Rescue Specialist positions, if any.
22		B. Certified HazMat Technicians and Technical Rescue Specialists shall
23		receive supplemental pay of one and one-half percent (1.5%) of their base
24		wages bi-weekly provided there shall be no decrease (not less than thirty
25		dollars bi-weekly) in supplemental pay for any certified individual.
26	40. 12 13	All employees shall be required to have and maintain a direct deposit
27		account for the purpose of receiving their employment compensation.
28	40.13	Either party may reopen this article one time during the term of this
29		Agreement (October 1, 2018 - September 30, 2021).
30	40.14	In the event an employee is subject to a court ordered income deduction
31		order, the City shall charge the employee an administrative fee, or fees, in

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accordance with limits established by law. This provision shall become effective only after all other bargaining units ratify enabling language, and shall remain in effect only so long as all bargaining units are subject to such administrative fee(s).

Employees participating in the DROP shall be eligible for Transitional Wage Increases described in paragraph 40.3 above, limited by the individual's DROP maximum. In addition, DROP participants shall receive a lump sum payment if any base rate increase is less than \$1,000. The amount to be paid shall be the difference between \$1,000 and the annualized value of the base rate increase, if any. Such payment shall be made on the same dates as the Transitional Wage Increases effective October 2019 and October 2020. After October 2020, there shall be no lump sum payments to DROP participants, unless and until there is a new agreement in effect providing for such lump sum payments.

Exhibit 1

TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MINIMUM	HOURLY MINIMUM	ANNUAL MINIMUM	ANNUAL MINIMUM	ANNUAL MINIMUM	ANNUAL MIDPOINT	ANNUAL MAXIMUM
		10/7/19	10/5/20	9/20/21	10/7/19	<u>10/5/20</u>	9/20/21	10/7/19	<u>10/7/19</u>
Firefighter, Non- Certified - 40	<u>F13</u>	\$16.3894	\$17.4447	\$18.5000	\$34,090.02	\$36,285.01	\$38,480.00	\$48,100.00	\$57,720.00
Firefighter, Non- Certified - 52	<u>F13</u>	<u>\$12.6073</u>	<u>\$13.4190</u>	<u>\$14.2308</u>	\$34,090.02	<u>\$36,285.01</u>	<u>\$38,480.00</u>	\$48,100.00	<u>\$57,720.00</u>
<u>Firefighter,</u> <u>Certified-40</u>	<u>F14</u>	<u>\$20.1090</u>	<u>\$20.5064</u>	<u>\$20.9038</u>	\$41,826.67	\$42,653.33	\$43,480.00	<u>\$54,350.00</u>	<u>\$65,220.00</u>
Firefighter, Certified-52	<u>F14</u>	<u>\$15.4684</u>	<u>\$15.7742</u>	<u>\$16.0799</u>	\$41,826.67	\$42,653.33	\$43,480.00	\$54,350.00	\$65,220.00
Fire Driver/Operator- 40	F15	\$22.9178	\$23.7724	\$24.6269	\$47,668.99	\$49,446.49	\$51,224.00	\$64,030.00	\$76,836.00
Fire Driver/Operator- 52	F15	\$17.6291	\$18.2864	\$18.9438	\$47,668.99	\$49,446.49	\$51,224.00	\$64,030.00	\$76,836.00
Fire Inspector-40	<u>F16</u>	\$26.2032	\$27.0343	\$27.8654	\$54,502.65	\$56,231.32	\$57,960.00	\$72,450.00	\$86,940.00
Fire Inspector-52	<u>F16</u>	<u>\$20.1563</u>	<u>\$20.7956</u>	<u>\$21.4349</u>	<u>\$54,502.65</u>	<u>\$56,231.32</u>	\$57,960.00	<u>\$72,450.00</u>	\$86,940.00
Fire Lieutenant-40	<u>F16</u>	<u>\$26.2032</u>	<u>\$27.0343</u>	<u>\$27.8654</u>	<u>\$54,502.65</u>	\$56,231.32	\$57,960.00	\$72,450.00	\$86,940.00
Fire Lieutenant-52	<u>F16</u>	<u>\$20.1563</u>	<u>\$20.7956</u>	<u>\$21.4349</u>	\$54,502.65	\$56,231.32	\$57,960.00	\$72,450.00	\$86,940.00
<u>Fire Investigative</u> <u>Services Officer-40</u>	<u>F17</u>	<u>\$28.3055</u>	<u>\$29.9700</u>	<u>\$31.6346</u>	<u>\$58,875.38</u>	<u>\$62,337.69</u>	<u>\$65,800.00</u>	<u>\$82,250.00</u>	<u>\$98,700.00</u>

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<u>Fire Investigative</u> <u>Services Officer-52</u>	<u>F17</u>	<u>\$21.7734</u>	<u>\$23.0539</u>	<u>\$24.3343</u>	\$58,875.38	\$62,337.69	\$65,800.00	\$82,250.00	\$98,700.00
Fire Training									
Captain Hazmat-									
<u>40</u>	<u>F17</u>	<u>\$28.3055</u>	<u>\$29.9700</u>	<u>\$31.6346</u>	<u>\$58,875.38</u>	<u>\$62,337.69</u>	<u>\$65,800.00</u>	<u>\$82,250.00</u>	<u>\$98,700.00</u>
Fire Training									
Captain Hazmat-									
<u>52</u>	<u>F17</u>	<u>\$21.7734</u>	<u>\$23.0539</u>	<u>\$24.3343</u>	<u>\$58,875.38</u>	<u>\$62,337.69</u>	<u>\$65,800.00</u>	<u>\$82,250.00</u>	<u>\$98,700.00</u>
Fire Training									
Captain-40	<u>F17</u>	<u>\$28.3055</u>	<u>\$29.9700</u>	<u>\$31.6346</u>	<u>\$58,875.38</u>	<u>\$62,337.69</u>	<u>\$65,800.00</u>	<u>\$82,250.00</u>	<u>\$98,700.00</u>
Fire Training									
Captain-52	<u>F17</u>	<u>\$21.7734</u>	<u>\$23.0539</u>	<u>\$24.3343</u>	<u>\$58,875.38</u>	<u>\$62,337.69</u>	<u>\$65,800.00</u>	<u>\$82,250.00</u>	<u>\$98,700.00</u>