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Title: APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN MARTIN COUNTY AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS FOR FISCAL YEAR 2024 THROUGH FISCAL YEAR 2027

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Attachments: 1. FINAL_IAFF_Contract_2023_to_2026.pdf, 2. TA'd_Contract_06.13.2023.pdf, 3. Presentation.pdf

Date	Ver.	Action By	Action	Result
6/20/2023	1	Board of County Commissioners	approved	Pass

PLACEMENT: Departmental

TITLE:

APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN MARTIN COUNTY AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS FOR FISCAL YEAR 2024 THROUGH FISCAL YEAR 2027

EXECUTIVE SUMMARY:

The existing Collective Bargaining Agreement (CBA) between the County and the International Association of Firefighters Local 2959 (IAFF) will expire September 30, 2023. The parties have been negotiating for the past several months for a three-year contract agreement. A tentative agreement has been reached. The IAFF members voted for and ratified the CBA on June 12 and 13, 2023. The CBA is now before the Board of County Commissioners (Board) for approval.

DEPARTMENT: Administration

PREPARED BY: **Name:** Matthew Graham
Title: Assistant County Administrator

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The negotiation process is deemed to be done in what is termed 'good faith'. Therefore, both parties (IAFF and Board representatives) negotiate with the intent that a proposed agreement can be

reached. Negotiations began in January and the parties believe they have come to an agreement that would maintain a high level of recruitment and retention of the best firefighters. The value in well-trained, experienced personnel is significant, as each position in Fire Rescue has specific gear assigned (uniforms, self-contained breathing apparatuses, fire rescue gear, etc.) tailored to the individual's size to ensure agility and safety.

The County recognizes and values certified employees that are well-trained. In Fire Rescue, the value of a trained and functioning paramedic is essential to the compliment necessary for responding to a medical call. On average, the County responds to approximately 30,000 calls per year with eighty-five percent (85%) of those calls being medical.

The following provides a synopsis of the articles in the current CBA that have been modified. The articles that are not listed contained non-substantive changes, grammatical changes or no changes at all:

Entire Contract

- Changed articles numbers and added section headings
- Changed masculine/feminine pronouns
- Removed any phrase of designees and identified in the definitions under article
- Changed any relationship between words or phrases in contract that were identified in the definitions to the specified term(s)
- See markups for changes

Article 1 - Preamble

- Renamed to General
- Created Preamble Section 1.01
- Created Headings provision
- Moved Article 36 - Severability to new General Section 01.04
- Moved Article 46 - Duration of Agreement to new General Section 01.03

Article 2 - Correspondence

- Added language that the Fire Chief be copied on correspondence from the Union to the County
- Reduced the number of days the Fire Chief and the Union must respond to correspondence
- Removed subsection headings

Article 3 - Dues Checkoff

- Renumbered to Article 8 and renamed to Dues Authorization

- Clarified the Dues Authorization process consistent with Florida Statutes Section 447.303

Article 4 - Management Rights

- Renumbered to Article 5. Management Rights
- Added language to allow or deny rescission of resignations prior to separation of employment
- Added language to allow for incentive compensation plans to new hires

Article 5 - Employees' Rights

- Changed the name to "Employee Rights"
- Renumbered to Article 6. Employee Rights
- Removed language that an employee can review their disciplinary action with the Fire Chief and have a memo issued to their personnel file if the Fire Chief believes the employee corrected the behavior outlined in the disciplinary action

Article 6 - County and Departmental

- Renumbered to Article 4. County and Departmental
- Added language for the County's Human Resource Manual as grounds for discipline

Article 7 - Bulletin Boards

- Moved to Article 7 - Union Business, Section 07.04

Article 8 - Personnel Reductions and Recall

- Renumbered to Article 11 - Personnel Reductions and Recall

Article 9 - Seniority

- Renumbered to Article 10. Seniority
- Revised language that Kelly Days and holiday picks will be based off the seniority as referenced in the Operational Standards
- Changed language for employee transfer to be based on application time stamp
- Moved language to definitions section in Article 3
- Removed language for employee ineligibility to switch stations after a period of time
- Removed language for hazmat and special ops vacancies and moved to special teams article

Article 10 - Standards and Equipment

- Moved to Article 23. Standards and Equipment
- Added language that all equipment purchased by employees must be approved by the Safety

Committee and the County will not be responsible for the replacement of any such equipment by the employee that is damaged

- Added the language to Section 23.03 from Article 43 - Replacement of Property

Article 11 - Court Appearances and Jury Duty

- Added section headers.

Article 12 - Job Descriptions and Duties

- Moved to new Article 3 - Miscellaneous (old Article 38), Section 03.02

Article 13 - Probationary Employees

- Added language that newly hired employees may be freely terminated without the right to grieve or arbitration
- Added language that newly promoted employees will serve a probationary period of 6 months
- Added language that promotional probationary period employees will return to their former position and status held prior to their promotion if they are found to be unqualified to perform the duties of the higher position

Article 14 - Vacancies and Transfers

- Added language that applicants may submit a transfer to the Fire Chief. Filling vacancies will remain at the sole discretion of the Fire Chief

Article 15 - Promotions

- New language to provide for additional advancement opportunities that will benefit recruitment and retention efforts as well as improve operational efficiency, accountability, and level of service
- New language to require certificates for Fire Officer I to test for Lieutenant, Fire Officer II to test for Captain, and Fire Officer III to test for Battalion Chief
- Adjustments made to the promotional assessment grading system to provide for consistent standards and processes across all tests

Article 16 - Grievance Procedure

- Added section headers
- Removed grievance form for the purposes of making future changes and not effecting the contract

Article 17 - Arbitration

- Added language that the Notice of Arbitration must be provided to the County Administrator and the County Attorney's office

- Added language that the union will be allowed to strike first when selecting an arbitrator

Article 18 - Annual Leave

- Moved Article 20 - sick leave to this Article Section 18.02 and 18.08
- Moved Article 44 - Sick leave bank to this Article Section 18.04
- Added language that employees can cash out up to \$3,000 per fiscal year for accrued vacation time. Shift employees must maintain 200 hours of vacation and sick in order to cash out their time and 240 hours of vacation and sick if they are a non-shift worker
- Non-shift employee's accruals were increased from 12 to 15 days per year for employees who have worked between 1-5 years
- Non-shift employee's accruals were increased from 15 to 20 days per year for employees who have worked between 5-10 years
- Non-shift employees who have over 10 years of service can increase their accrual by 1 additional day/year up to 25 days per year, previously this was capped at 20 days per year
- Discretionary leave offered by the Fire Chief for military leave was removed.
- Conference leave was removed from the collective bargaining agreement
- Bereavement leave language was clarified to be used within 3 months of the date of the death

Article 19 - Disability Benefits/Disability Leave

- No changes

Article 20 - Sick Leave

- Moved entire to Article 18 - Annual Leave
- Added language that shift employees must use their sick leave in increments of 12 hours
- Added language that non-shift employees must use their sick leave in increments consistent with their daily shift

Article 21 - Holiday Pay

- Renumbered to Article 27

Article 22 - Safety Committee

- Removed language that states the Fire Chief will review recommendations from the Safety Committee with the County Administrator and will implement the program within 90 days, subject to funding

Article 23 - Uniforms

- Increased uniform allowance from \$400 annually to \$500 annually

- Added language that employee's uniform allowance will be charged for any items that are lost or stolen at the discretion of the Fire Chief
- Removed language that allows the employee to wear clothing provided by the Union with approval by the Fire Chief
- Removed language for EMS Captains and Battalion Chiefs to only be supplied a single set of bunker gear

Article 24 - Employee Work Schedules

- Removed language regarding the procedure for assignment of Kelly Days
- Moved remainder of the language to the definitions in Article 3 - Miscellaneous, Section 03.01

Article 25 - Education

- Clarified the current practice of tuition reimbursement and paramedic sponsoring

Article 26 - Payroll

- Removed language that provided employees with an annual lump sum payment of \$750 for those certified as a Driver Engineer or Fire Instructor for a total possible individual benefit of \$1,500
- Removed language that provided employees with a 3% lump sum when they reached the maximum of their step plan
- Added language to assist in recruitment of experienced Firefighter Paramedics that will allow them to move to step 3 of the pay plan upon successful completion of their probationary, training, and evaluation requirements
- Employees that have not reached the maximum of their step plan will continue to receive merit increases on their anniversary date each year and they will receive a cost of living adjustment at the beginning of the fiscal year as outlined in Appendix A-C

Article 27 - Special Operations

- Added language that outlines additional eligibility certification requirements for consideration of inclusion on the Aero-Medical Response team
- Removed language that provided for a Labor Management team that included 9 roster spots
- Removed language that provided for Field Training Instructors that included 30 roster spots
- Added language to provide for a Fire Explorer team to assist in recruitment and development that included 6 roster spots
- Changed the name of the Training and Education Production team to the Media team and added 3 roster spots
- Reduced the overall number of team roster spots by 30

Article 28 - Callback Pay

- Removed language that paid employees overtime when they were delayed from being dismissed by more than 30 minutes
- Added the language about Unscheduled leave not being used in the calculation of overtime unless approved by the Fire Chief

Article 29 - Career Performance Incentive Program

- Removed language which prohibited the career performance incentive when employees did not achieve 5 consecutive performance evaluations of 75% or higher

Article 30 - Mileage Allowance

- Increased mileage allowance from \$15 to \$20 when required to change stations during duty hours

Article 31 - Working out of Classification

- Included language to pay employees working out of classification \$2 per hour for Driver Engineer and \$2.50 per hour for Lieutenant

Article 32 - Insurance

- Renumbered to Article 34 - Insurance

Article 33 - Drug Free Workplace/Testing Procedures

- Renumbered to Article 35 - Drug Free Workplace/Testing Procedures

Article 34 - Nondiscrimination

- The entire article was removed

Article 35 - Union Activity

- Moved to Article 7 - Union Business, Section 07.03 Union Activity

Article 36 - Severability

- Moved entire article to Article 1 - General Section 01.04

Article 37 - Union Business Bank - Time Pool

- Moved to Article 7 - Union Business, Section 07.01 Time Pool and Section 07.02 Special Detail

Article 38 - General

- Moved to Article 3 and Included a new definition section to define commonly used terms.
- Removed language regarding explanation of masculine pronouns

- Moved Article 12 - Job Descriptions and Duties to new General Section 03.02
- Renamed section 3 to Section 03.03 Administration Fill In

Article 39 - Labor Management

- Renumbered article to Article 8 - Labor Management

Article 40 - Safety Staffing

- The entire article was removed, restoring management's rights to appropriately staff the operation to efficiently respond to level of service demands and economic conditions

Article 41 - Maternity - Temporary Duty

- Renumbered to Article 21 - Maternity - Temporary Duty
- Removed language that employees will be paid at least base rate of pay or the minimum of the pay range of the new position

Article 42 - Standby Time

- Renumbered to Article 36 - Standby Time

Article 43 - Replacement of Personal Property

- Moved entire article to Article 23 - Standards and Equipment, Section 23.03

Article 44 - Sick Leave Bank

- Moved to Article 18 - Annual Leave, Section 18.04
- Removed article number

Article 45 - Benefits Inclusion

- Renumbered to Article 37 - Benefits Inclusion
- Removed article number

Article 46 - Duration of Agreement

- The duration of the collective bargaining agreement will be between October 1, 2023 through September 30, 2026
- Moved to Article 1 - General, Section 01.03
- Removed article number

Article 47 - Special Events

- The position of Captain and EMS Captain were merged into the same hourly rate of \$49 per hour for special events

- Renumbered to Article 33. Special Events
- Removed article number

Article 48 - Presumption

- Renumbered to Article 39. Presumption
- Removed article number

Article 49 - Death Benefits

- Renumbered to Article 40. Death Benefits
- Removed article number

Article 50 - Health and Wellness Program

- Renumbered to Article 41. Health and Wellness Program
- Removed article number

Article 51 - Smoking Policy

- Renumbered to Article 42. Smoking Policy
- Removed article number

Article 52 - Fire Mechanics

- The Fire Mechanic I and Fire Mechanic II step plans were incorporated as a pathway to the existing Master Mechanic step plan that mirror the Level I and Level II requirements as outlined by the Emergency Vehicle Technician (EVT) Certification Commission
- Incentive pay for Automotive Service Excellence (ASE) or EVT certifications were removed for individuals reaching Fire Mechanic I status
- Renumbered to Article 43, Fire Mechanics
- Removed article number

Article 53 - Alternative Employment

- Renumbered to Article 21, Alternative Employment
- Clarified language that employees who obtain alternative employment will be paid their current base pay or the maximum pay for the position, whichever is less

Appendix A - Effective October 2023

- Includes a 12% increase to steps 1-10

Appendix B - Effective October 2024

- Includes a 3% increase to steps 1-10

Appendix C - Effective October 2025

- Includes a 3% increase to steps 1-10

Appendix D - Disciplinary Action

- Included language which includes demotion as a possible level of discipline with a Group I, II, or III offense

ISSUES:

Recruitment and retention remain as paramount issues for our Fire Rescue Department. When we are unable to replace a departing Firefighter Paramedic with an individual that has the equivalent level of certification, the financial impact to the County is significant. If we are hiring a Firefighter EMT to fill the vacated role, it takes 3 years on average to train and educate the individual to become a certified paramedic at a cost of \$285,000 for salary, benefits, equipment, and paramedic school sponsorship. Meanwhile, we are obligated to cover the vacated position with the appropriate qualified personnel using overtime with an average annual cost of \$140,000. Since COVID, recruitment and retention have become even more challenging with rising inflation and increasing wages from our counterparts in neighboring agencies. It is our goal to get overtime to trend downward year over year. Having manageable rates of attrition, and the ability to recruit individuals that have the equivalent level of certification to those that leave the County will reduce overtime expenses and ensure the high-quality level of service Martin County Fire Rescue provides to our County.

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the proposed Collective Bargaining Agreement between Martin County and the Martin County International Association of Firefighters Local 2959, IAFF for a term beginning on October 1, 2023, through September 30, 2026.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

In the FY24 tentative budget, as with all prior budgets, the salary adjustments are reflected in reserves, and once approved by the Board, are then transferred from reserves into the appropriate salary line items. The amount in reserves for FY24 are similar to the past three years and are within

the amount of additional ad valorem that will be collected within the Fire Municipal Services Taxing Unit (MSTU).

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

- ☐ Budget Transfer / Amendment ☐ Chair Letter ☒ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

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