



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No.: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no additional fiscal impact associated with these side agreements.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Any fiscal impact that may be associated with this item is indeterminable at this time.

*[Signature]* 10-31-07  
 10/29/07 OFMB 88 v0  
 10/31/07 10/23

*[Signature]* 11/1/07  
 Contract Dev. and Control  
 6/20/07 11/1/07

B. Legal Sufficiency:

This item complies with current County policies.

*[Signature]* 11/15/07  
 Assistant County Attorney  
 Legal approval is based on MOU w/ Union dated 8-15-07  
 clarifying intent of Side Agreement to Article 45.

C. Other Department Review:

\_\_\_\_\_  
 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.



## Professional Firefighters/Paramedics of Palm Beach County, Inc. IAFF Local 2928

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561-969-0729 • Fax: 561-969-1059  
[www.IAFF2928.com](http://www.IAFF2928.com)

October 10, 2007

Chief Herman Brice, Fire Administrator  
Palm Beach County Fire Rescue  
50 South Military Trail, Ste. 101  
West Palm Beach, Florida 33415

Dear Chief Brice:

Re: Side Agreements Article 29 – Holidays  
Article 45 - Wellness

I am writing this letter to inform you that the two above-referenced Side Agreements between the members of Professional Firefighters/Paramedics of Palm Beach County, Inc., Local 2928 and Palm Beach County were voted on during two meetings held Tuesday, October 9 and Wednesday, October 10, 2007, passed and therefore were ratified.

If you should need any additional information regarding this ratification vote, please do not hesitate to contact me; otherwise, thank you very much for your time and consideration with this matter.

Sincerely,

Michael J. Mayo  
President

**ARTICLE 29 – HOLIDAYS**

**Section 1. Non-Twenty-Four (24) Hour Shift Employees.**

Non-twenty-four (24) hour employees, except Communications employees, shall be given time off with pay for the following holidays, on the day the holiday is observed by the County unless otherwise indicated below:

New Years Day	<del>(January 1)</del>
Martin Luther King, Jr.'s Birthday	(3 <sup>rd</sup> Monday in January)
Washington's Birthday	(3 <sup>rd</sup> Monday in February)
Memorial Day	(Last Monday in May)
Fourth of July	
Labor Day	(1 <sup>st</sup> Monday in September)
Columbus Day	(2 <sup>nd</sup> Monday in October)
Veteran's Day	<del>(November 11<sup>th</sup>)</del>
Thanksgiving Day	
Christmas Day	
Two (2) Floating Holidays (as designated by the County)	

**Section 2. Twenty-Four (24) Hour Shift Employees.**

A. Twenty-four (24) hour shift employees shall work the observed holidays as part of their regular tour of duty.

B. Twenty-four (24) hour shift employees, except District Chiefs, shall receive eleven (11) hours holiday leave for each of the holidays identified in Section 1 of this Article, excluding New Years Day, Memorial Day, Fourth of July and Labor Day, whether or not the employee works the holiday. District Chiefs shall receive eleven (11) hours holiday leave for each of the holidays identified in Section 1 of this Article.

C. For Martin Luther King Jr.'s Birthday, Memorial Day, Fourth of July and Labor Day, all twenty-four (24) hour shift employees, excluding District Chiefs, shall be paid seven and one-half (7.5) hours extra pay per holiday and for New Year's Day, shift employees shall be paid four (4) hours extra pay whether or not the employee works the holiday. The County shall pay the holiday pay the last payday in September.

**Section 3. Communications Employee.**

A. Communications employees shall work the observed holidays identified in Section 1 as part of their regular tour of duty.

B. Communications employees ~~who do not work the holiday~~ shall receive twelve (12) hours of holiday pay for the holiday or, at the employee's option, twelve (12) hours of leave time. Holiday pay shall be paid at the employee's regular rate of pay.

~~C. All hours worked on a holiday shall be paid at the rate of double time or, at the employee's option they may receive their normal rate of pay plus one hour of leave time (vacation) for each hour worked during the holiday.~~

**Section 4.** Except Communication employees, if a holiday occurs during a vacation period, the holiday shall not be charged against vacation leave for non-twenty-four (24) hour shift employees,. Twenty-four (24) hour shift employees shall receive holiday leave and/or pay depending upon which holiday occurs, if a holiday occurs during a vacation period.

**Section 5.** In order for an employee to qualify for the holiday benefits specified in this Article, the employee must be in pay status at the time of the designated date of the holiday.

**Section 6.** Accounting for Holiday Leave – For the purposes of accounting for the Holiday leave of the employees in the Main Bargaining Unit, Holiday Leave shall be accrued as vacation time and subject to the same limitations. For employees in the Supervisory Bargaining Unit, Holiday Leave shall be a separate accrual, not subject to a cap, and not compensable upon termination.

**Section 7.** Employees on leave due to job related disability shall not qualify for the accrual of holiday benefits provided, however, that they shall accrue benefits during the first thirty (30) days of any such leave.

**Section 8.** On the pay period ending nearest January 1 of each year, the County shall contributed an amount equal to six (6) hours per Bargaining Unit position to the Union Time Pool.

IN WITNESS HEREOF, the parties have executed this agreement to the Collective Bargaining Agreement the 12<sup>th</sup> day of September, 2007.

Palm Beach County

Professional Firefighters/Paramedics  
of Palm Beach County Inc., IAFF  
Local 2928

  
Herman W. Brice  
Fire-Rescue Administrator

  
Michael Mayo  
President

Ratified by Palm Beach County  
Board of County Commissioners  
On the;

Ratified by the Union on the;

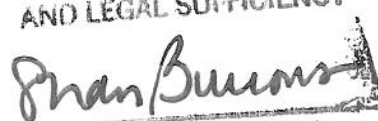
\_\_\_\_\_ day of \_\_\_\_\_, 2007

10<sup>th</sup> day of October, 2007

\_\_\_\_\_  
Chair, Board of County Commissioners

  
Michael Mayo President

By; \_\_\_\_\_  
Deputy Clerk, Palm Beach County,  
Clerk of the Circuit Court

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
  
COUNTY ATTORNEY

**SIDE AGREEMENT  
ARTICLE 45 – WELLNESS**

Palm Beach County and the Professional Firefighters/Paramedics of Palm Beach County Inc., IAFF Local #2928, hereby agree to amend Section 9 of Article 45 of the current Collective Bargaining Agreement. This side agreement shall be incorporated into the next Collective Bargaining Agreement unless otherwise modified by agreement between the parties.

**Section 9**

**C. Fire Academy Instructors.**

Palm Beach County Fire Rescue (PBCFR) employees who are hired by Palm Beach Community College (or other vendor approved by the Fire Rescue Administrator or designee) to provide high-risk instruction to PBCFR personnel and are injured during said high-risk instruction, shall be provided the benefits accorded by Article 45, Section 9 as if those employees were working for the County; provided that any benefits received from Palm Beach Community College (or other vendor approved by the Fire Rescue Administrator or designee) shall offset any benefits received from the County.

For the purposes of this section, high risk instruction shall be defined as hands-on instructional activities which require the use of personal protective equipment such as bunker gear and SCBA. Specific examples would include firefighting functions such as advancing hose lines, performing ventilation and search and rescue operations. Specifically excluded from this definition would be classroom instruction, lectures, etc.

Employees seeking coverage under the provisions of this section must immediately inform the PBCFR Recruit Class Coordinator of the injury, and complete a PBCFR "Employee's Notification of Injury" report, in addition to fulfilling reporting and documentation requirements of Palm Beach Community College (or other vendor approved by the Fire Rescue Administrator or designee).

IN WITNESS HEREOF, the parties have executed this agreement to the Collective Bargaining Agreement the 22 day of Aug, 2007.

Palm Beach County

Professional Firefighters/Paramedics  
of Palm Beach County Inc., IAFF  
Local 2928

  
\_\_\_\_\_  
Herman W. Brice  
Fire-Rescue Administrator

  
\_\_\_\_\_  
Michael J. Mayo  
President

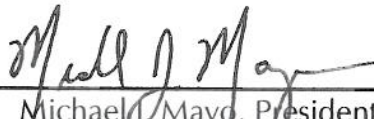
Ratified by Palm Beach County  
Board of County Commissioners  
On the;

Ratified by the Union on the;

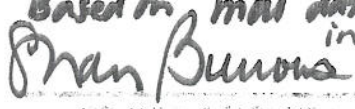
\_\_\_\_\_ day of \_\_\_\_\_, 2007

10<sup>th</sup> day of October, 2007

\_\_\_\_\_  
Chair, Board of County Commissioners

  
\_\_\_\_\_  
Michael J. Mayo, President

By; \_\_\_\_\_  
Deputy Clerk, Palm Beach County,  
Clerk of the Circuit Court

*Based on mail dated 11-15-07 clarifying intent of Section 9c.*  
  
\_\_\_\_\_  
Brian Burrows



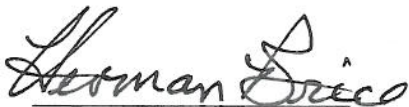
**MEMORANDUM OF UNDERSTANDING**  
**ARTICLE 45, SECTION 9.C. WELLNESS – FIRE ACADEMY INSTRUCTORS**

Palm Beach County and the Professional Firefighters/Paramedics of Palm Beach County Inc., IAFF Local #2928, enter into this Memorandum of Understanding to document both parties' understanding and intent regarding certain language of the Collective Bargaining Agreement in Article 45, Section 9.C. (Wellness - Fire Academy Instructors), which was created by a side agreement between the parties (the "Side Agreement").

Where Section 9.C. states that any benefits received from Palm Beach Community College (or other approved vendor) shall offset any benefits received from the County, the intent and understanding of the parties is that any benefits received from Palm Beach Community College (or other approved vendor) shall be treated as if such benefits had been received from the County for the purpose of calculating and administering the benefits provided pursuant to Article 45, Section 9. This Memorandum of Understanding shall be attached to the Side Agreement.

This Memorandum of Understanding shall take effect upon the ratification of the Side Agreement by both the membership of Local 2928 and the Palm Beach County Board of County Commissioners.

Palm Beach County



Herman W. Brice  
Fire-Rescue Administrator

Dated: 11-15-07

Professional Firefighters/Paramedics  
of Palm Beach County Inc., IAFF  
Local 2928



Michael J. Mayo  
President

Dated: 11/15/2007