

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 15, 2009 Consent Regular
 Workshop Public Hearing
 Department
 Submitted For: FIRE RESCUE

I. EXECUTIVE BRIEF

Motion and Title:

Staff recommends motion to approve:

- (A) an addendum to the Collective Bargaining Agreement with the Professional Firefighters/Paramedics of Palm Beach County, Local #2928, IAFF, Inc. regarding former employees of the City of Lake Worth; and
- (B) an addendum to the Collective Bargaining Agreement with the Professional Firefighters/Paramedics of Palm Beach County, Local #2928, IAFF, Inc. regarding former employees of the Village of Palm Springs.

Summary:


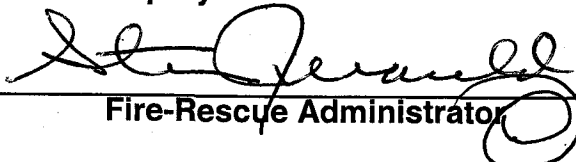
Both parties are requesting side agreements to the current Collective Bargaining Agreement, October 1, 2008 – September 30, 2011 (R2008-2254). These side agreements address the terms and conditions of employment for the employees of the City of Lake Worth and the Village of Palm Springs who will become County employees on October 1, 2009. These agreements were developed jointly by Fire-Rescue staff and Union Leadership.
Countywide (SB)

Background and Policy Issues:

In December 2008, at the request of the City of Lake Worth and the Village of Palm Springs the Board adopted Ordinances 2008-062 and 2008-061 which amended the boundaries of the Fire Rescue MSTU (Municipal Service Taxing Unit) to include these cities in the MSTU. Effective October 1, 2009, these cities will abolish their fire departments and their employees will become employees of the County.

Attachments:

1. Letter of ratification from Local 2928 – ~~Lake Worth~~ District Chiefs Bargaining Unit Members
2. Side Agreement – Lake Worth
3. Letter of ratification from Local 2928 – ~~Palm Springs~~ Main Bargaining Unit Members
4. Side Agreement – Palm Springs

Recommended By:  8-25-09
 Deputy Chief Date
 Approved By:  8-25-09
 Fire-Rescue Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT *	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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 this agenda item. These side agreements provide the terms and conditions of employment for employees from Lake Worth and Palm Springs that will become County employees on October 1, 2009. *ARE included in the Tentative FY 2010 Budget.*

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 8.31.09
 OFMB
 8/28/09
 CM 8/27/09

[Signature] 8/31/09
 Contract Dev. and Control

B. Legal Sufficiency:

This item complies with current County policies.

[Signature] 9-4-09
 Assistant County Attorney

Legal Comment - These side agreements are not scheduled for union ratification until approx Sept 10th. Thereafter, ~~these~~ *these* agreements must come back to legal for review/approval, along w/ letter of ratification.

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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West Palm Beach, Florida 33406-7674
561-969-0729 • Fax: 561-969-1059
www.IAFF2928.com

September 10, 2009

Steve Jerauld, Administrator
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, Florida 33411

Dear Chief Jerauld,

Re: Ratification of Side Agreements

I am writing to inform you that the Side Agreements to the Collective Bargaining Agreement between Palm Beach County and Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., District Chiefs on Drug Testing Article 45, Addendum to the Collective Bargaining Agreement - Lake Worth, and Addendum to the Collective Bargaining Agreement - Palm Springs were voted on during two morning meetings held on Wednesday, September 9th and Thursday, September 10th, 2009, passed and therefore were ratified.

If you should need any additional information regarding these ratification votes, 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

c: Matt Mierzwa, Esq.
File



**ADDENDUM TO THE
COLLECTIVE BARGAINING AGREEMENT**

TRANSFER OF CITY OF LAKE WORTH FIRE DEPARTMENT EMPLOYEES

SECTION 1.

It is agreed between the parties that all provisions of the Collective Bargaining Agreement (Master Agreement) between Palm Beach County (the County) and IAFF Local 2928 (the Union) shall apply to those employees of the Lake Worth Fire Department who will be transferred to County employment at 7:30 a.m. on October 1, 2009, in accordance with the interlocal service and pension agreements between the County and Lake Worth (hereinafter the "Lake Worth Fire Department employees" or the "Lake Worth employees"), except that the following provisions shall apply in lieu of existing provisions in the Master Agreement and shall be deemed to amend the Master Agreement to the extent any conflict may exist. This side agreement shall be incorporated into the next Collective Bargaining Agreement unless otherwise modified by agreement between the parties.

SECTION 2. ARTICLE 13 - SENIORITY

Seniority with the Lake Worth Fire Department shall be considered as continuous in the same manner as a County employee from a predecessor fire district. Seniority shall be determined from the last date of hire with the Lake Worth Fire Department, if the employee was employed by Lake Worth Fire Department on September 30, 2009, and was employed

by Palm Beach County as of October 1, 2009.

The one (1) Lake Worth employee holding the rank of Battalion Commander shall hold the rank of District Chief and shall have his time in rank as Battalion Commander in the City of Lake Worth considered as continuous service in the rank of District Chief.

SECTION 3. ARTICLE 18 - PROMOTIONS

Lake Worth Fire Department employees shall be considered eligible to participate in the promotional procedures specified in the Master Agreement.

SECTION 4. ARTICLE 19 - PAY PLAN

The wages for the Lake Worth Fire Department employees shall be based on the slotting set forth in the attached schedule which slots employees at the step which provides closest to but not more than a 6.3% decrease in pay. The parties agree that Lake Worth employees shall not be eligible to be brought to parity unless they do so by advancement through the appropriate pay plans which shall be in accordance with the Master Agreement. Employees who are "Red Circled" as indicated on the attached slotting schedule shall not receive an across the board or step increase in base rate of pay until the Pay Plan catches up to the employee. Assignment and step-up pay shall be paid in accordance with the Master Agreement.

SECTION 5. ARTICLE 20 - WORK WEEK

The Kelly Day selections of the Lake Worth employees shall be honored by the County until the next round of selections, unless the employee voluntarily changes shifts or Battalions. Thereafter, the Lake Worth employees shall select in accordance with the Master Agreement.

SECTION 6. ARTICLE 21 - OVERTIME

Comp Time - Effective at 7:30 a.m. on October 1, 2009, Lake Worth Fire Department employees shall come to the County with a zero (0) balance for Comp Time.

SECTION 7. ARTICLE 22 - EXCHANGE OF TIME

Lake Worth employees shall be allowed to exchange time in accordance with Article 22. Any pre-merger exchange of time which is inconsistent with the provisions of the Master Agreement must have been repaid prior to the transfer and shall be the responsibility of the employees involved and not Palm Beach County.

SECTION 8. ARTICLE 27 - UNIFORMS

Lake Worth Fire Department shift employees shall be given an initial allocation of uniforms consisting of: 1 Class A shirt (short sleeve); 1 Class A shirt (long sleeve with tie); 4 polo shirts; 2 pair of pants; 1 cap; 1 pair shoes/boots; 1 jump suit; 1 windbreaker; 1

Department badge, collar brass (if applicable), name plate; 2 T-shirts; and 1 pair of gym shorts. Lake Worth Fire Department non-24 hour employees shall be given an initial allocation of uniforms consisting of: 1 Class A shirt (short sleeve); 1 Class A shirt (long sleeve with tie); 5 polo shirts; 5 pair of pants/skirts; 1 Department badge, collar brass (if applicable), name plate; 1 pair shoes/boots; and 1 windbreaker. Effective October 1, 2010, Lake Worth Fire Department employees shall receive a uniform credit in accordance with the Master Agreement.

SECTION 9. ARTICLE 28 - VACATIONS

Lake Worth Fire Department shift employees may transfer up to five hundred (500) hours of accrued, unused vacation time balances to Palm Beach County, and 40 hour work week employees may transfer up to 416.67 hours. All employees shall also be allowed to transfer two-thirds (2/3) of 50% of their retained sick leave balance to a reserve vacation bank which must be utilized prior to an employee's separation from service and shall not be eligible for cash out at any time. No other balances whatsoever, including but not limited to unused current and accumulated sick leave hours and compensatory time balances, will be recorded or paid by the County. The vacation balances to be transferred to the County shall be determined in accordance with applicable City policies as they existed on February 20, 2009. Should the City convert any other type of employee leave, compensation, time, or other balances whatsoever to vacation leave, or otherwise provide for additional

accruals to an employee's vacation balance, then the portion of the employee's vacation balance attributable to said conversion or additional accrual shall not be transferred to and credited by the County, unless such conversion or additional accrual was provided for by applicable City policies as they existed on February 20, 2009.

For the remainder of the calendar year 2009, the County shall honor those vacation selections made prior to October 1, 2009, provided documentation of Lake Worth's approval of the scheduled vacation is submitted prior to October 1, 2009. Employees may not schedule vacation in excess of their anticipated available accruals, including existing banks.

Beginning with calendar year 2010, vacations shall be scheduled from the beginning of the first annual Kelly Day cycle of the County that starts after December 31st of any given year until the end of the Kelly Day cycle that includes December 31st, 1 (one) year later. Vacation leave shall be scheduled in accordance with the Master Agreement.

SECTION 10. ARTICLE 34 - PENSION/LIMITED EMPLOYMENT OF CERTAIN EMPLOYEES

Subject to the provisions of Chapters 121 and 112, Florida Statutes, and any other applicable laws of the State of Florida, Lake Worth Fire Department employees who are members of a Lake Worth retirement plan will be entitled to exercise any rights they may have to elect to be enrolled as new employees under the Florida Retirement

System (FRS) effective October 1, 2009, or to remain as participants in their Lake Worth pension plan. The County does not assume any responsibility, including any funding obligation, for the City of Lake Worth's retirement plans.

For each Lake Worth Fire Department employee who does not join FRS, the County shall pay to the City the following amounts: for those employees who are in the Lake Worth Firefighters' Pension Trust Fund Deferred Retirement Option Plan (the "Lake Worth DROP"), the amount that the County would pay into FRS if said employee was in the FRS DROP; and for those employees who are not in the Lake Worth DROP, the amount the County would pay into FRS if said employee was in FRS.

For any Lake Worth Fire Department employee who is in the Lake Worth DROP as of October 1, 2009, employment with the County shall be terminated upon the conclusion of their Lake Worth DROP period. For any Lake Worth Fire Department employee who elects to discontinue their participation in the Lake Worth DROP in order to enroll in FRS, employment with the County shall be terminated at what would have been the conclusion of their Lake Worth DROP period. Lake Worth Fire Department employees electing to remain a participant in the Lake Worth Firefighters' Pension Trust Fund shall have their employment with the County terminated upon conclusion of their DROP period or, if the DROP is not entered, at the time of retirement from the Lake Worth Firefighters' Pension Trust Fund. This paragraph is not intended to apply to any Lake Worth Fire Department employee who is in the Lake Worth Employees' Retirement System for non-firefighter

employees or its related DROP.

For those Lake Worth Fire Department employees who elect to remain in any city retirement plan, to the extent that such city plan provides for the City/employer to "pick-up" the employee/member contribution in accordance with Section 414(h)(2) of the Internal Revenue Code (Title 26 USC, Section 414(h)(2)), the County shall, to the extent permitted by law, "pick-up" said employee/member contribution by directly paying to the applicable city plan fund, in lieu of the employee/member contribution, the percentage of each employee's salary/compensation as set out in the applicable city plan, provided that said "pick-up" may legally be made through a deduction from salary.

SECTION 11. ARTICLE 43 - DURATION

It is understood by the parties that the provisions of this addendum, except Section 4, Article 19 – Pay Plan, shall remain in effect until otherwise specifically addressed by a modification to the Master Agreement or this addendum. Section 4, Article 19 – Pay Plan, shall continue in full force and effect for the three (3) year period beginning October 1, 2009, and continuing through September 30, 2012.

SECTION 12. ARTICLE 45 - WELLNESS PROGRAM

A. Sick Leave – Effective at 7:30 a.m. on October 1, 2009, Lake Worth Fire Department employees shall come to the County with a zero (0) balance for sick leave.

Effective at 7:30 a.m. on October 1, 2009, Lake Worth Fire Department employees shall be credited with an appropriate prorated balance of sick leave hours based on the months remaining until the next allotment. Said prorated sick leave hours shall not be eligible for pay out. From October 1, 2009, until the new sick leave allotment is posted after November 1, 2009, Lake Worth personnel who are off duty on sick leave shall be permitted to utilize reserve vacation hours (if any) or accrued vacation hours to supplement the prorated sick leave.

B. Medical Physicals and Fitness Assessments – Prior to October 1, 2009, all Lake Worth employees covered by this addendum shall complete a medical physical at the County Clinic. Commencing January 1, 2010 these employees shall be required to complete annual physicals and fitness assessments in accordance with the schedule contained in the Master Agreement.

C. Supplemental Long Term Disability

Former Lake Worth firefighter employees who join FRS at the time of transfer and who immediately prior to transfer were non-drop members of the Lake Worth Firefighters' Pension Trust Fund that provided a long-term disability benefit, shall be eligible for SLTD benefits as outlined in Article 45, Section 9. Former Lake Worth firefighter employees who remain as non-DROP participants in the Lake Worth Firefighters' Pension Trust Fund after the transfer shall be subject to the long-term disability benefits provisions, if any, of their Lake Worth retirement system which may be supplemented by SLTD benefits. Former

Lake Worth employees who at or after the transfer are or become DROP participants in a Lake Worth retirement plan shall not be eligible for any SLTD benefits.

The SLTD benefit as determined in Article 45, Section 9, shall be off-set by any disability benefit or regular, recurring defined benefit received from any Lake Worth retirement plan. When the employee becomes eligible for non-penalized withdrawals, whether withdrawn or not, from any Lake Worth retirement fund, this amount shall be considered as FRS regular retirement benefits when determining the SLTD benefit from the County.

Example: No WC, Does not qualify for FRS Disability

AFC	\$ 100,000
<u>Net SLTD Benefit (75%)</u>	<u>\$ 75,000</u>
FRS Benefit	\$ 15,000
LW Non-Penalized Pension or Disability Benefit	\$ 45,000
County Obligation	\$ 15,000
<u>Total Net Benefit</u>	<u>\$ 75,000</u>

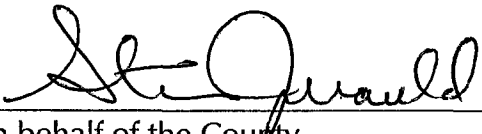
SECTION 13. ASSIGNMENT OF EMPLOYEES

It is agreed between the parties that the employees covered by this addendum shall receive initial station bid assignments in accordance with the Lake Worth bid assignments in effect as of September 30, 2009. All employees except those slotted as District Chiefs

shall be eligible to participate in the bid process in accordance with Palm Beach County Fire Rescue policies.

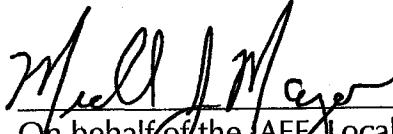
Lake Worth Fire Department employees slotted as District Chiefs and EMS Captains on October 1, 2009, shall be considered as excess positions in those classifications and may be utilized through-out Fire Rescue. When these individuals leave the District Chief or EMS Captain position due to promotion, demotion or separation of service,, a vacancy in the complement shall not be created and the position may not be replaced.

Lake Worth Fire Department employees slotted as Captains and Driver Operators on October 1, 2009, who are not slotted into a unit-attached bid on a Lake Worth engine, shall be considered as excess positions in the floating squad, and may be utilized through-out Fire Rescue. When these individuals leave these positions due to promotion, demotion or separation from service, a vacancy in the complement shall not be created and the position may not be replaced.



On behalf of the County
Steve Jerauld, Fire Rescue Administrator

Date 8-19-09



On behalf of the IAFF Local 2928
Michael Mayo, President

Date 08-19-09

Ratified by Palm Beach County on the
____ day of _____, 2009.

Ratified by the Union on the
10 day of September, 2009.

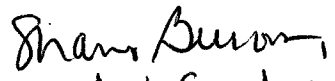
Confirmed by:

Chair, of the Palm Beach County
Board of County Commissioners

Confirmed by:



President, Professional Fire Fighters of
Palm Beach County, Local 2928, IAFF

Approved For Form & Legal Sufficiency

Asst Co. Atty.

**Palm Beach County Fire Rescue
Proposed Lake Worth Merger Slotting Proposal
as of October 1, 2009**

as of 08/26/09

FIRST NAME	LAST NAME	DOH	DOP	Medic Date	DROP Date	Date of Step	Prior to Merge (City as of 10/1/09)			County - No Loss of Pay as of 10/1/09							
							Pos	Step	Annual Wage	Pos	Step	Long/Assgn.	Hourly Rate	Annual Wage	% Incr.		% Over Top Out
ASHLEY	ALBRITTON	5/1/06		11/20/08		DOH	FF/M	4	\$59,963.39	FF/PM	2	PM-15% & 3%	\$24.994	\$62,385.02	4.0%		
STEVE	ANDERSON	1/2/85	10/19/89		1/3/06	10/1	DE/EMT	10	\$90,602.39	DO	8	20yr, EMT-5%	\$36.299	\$90,602.30	0.0%	RC	5.5%
STEVE	APPLEBY	2/9/87	1/3/05	2/8/01		10/1	FC/M	8	\$104,146.62	CAPT	6	20yr, PM-10% & 3%	\$42.898	\$107,073.41	2.8%		
AMY	CARSILLO	10/23/00	11/6/07	10/17/01		DOP	DE/M	5	\$69,681.37	DO	5	PM-10% & 3%, Float-5%	\$30.512	\$76,157.95	9.3%		
MARK	CARSILLO	4/6/87	7/21/97	12/11/03	11/6/07	10/1	Insp. (Capt)		\$106,472.90	Staff Capt	5	20yr, Days - 5%, PM- 3%, Incent-1%	\$52.057	\$108,278.56	1.7%		
JOHN	COBB	3/30/98				DOH	FF/EMT	5	\$59,806.64	FF	3	10YR, EMT-5%	\$24.427	\$60,969.79	1.9%		
SCOTT	CONLEY	7/1/02	10/1/09	1/14/04		DOP	FF/M	4	\$59,963.39	LT	2	PM-15% & 3%	\$27.556	\$68,779.78	14.7%		
JENNIFER	COOK	3/5/01		1/14/04		DOH	FF/M	4	\$59,963.39	FF/PM	2	PM-15% & 3%	\$24.994	\$62,385.02	4.0%		
JOSEPH	CRESPI	11/9/92	7/10/97	1/23/93		10/1	DE/M	10	\$93,297.62	DO	8	15yr, PM-10% & 3%, Float-5%	\$39.248	\$97,963.01	5.0%	RC	3.2%
JOHN	CRESPO	12/6/05		6/19/07		DOH	FF/M	4	\$59,963.39	FF/PM	2	PM-15% & 3%	\$24.994	\$62,385.02	4.0%		
KENNETH	ELMORE	1/4/88	9/11/03		2/1/08	10/1	FC/EMT	8	\$98,686.53	CAPT	6	20yr, EMT-5%	\$39.756	\$99,230.98	0.6%		
FAYE	FORNAH	3/27/89	10/9/00			DOP	FSS	4	\$67,620.80	FSS	1	20Yr	\$32.757	\$68,134.56	0.8%		
STEVE	GELMAN	4/16/01		1/29/99		DOH	FF/M	4	\$59,963.39	FF/PM	2	PM-15% & 3%	\$24.994	\$62,385.02	4.0%		
RAYMOND	GORDON	5/19/03		9/6/05		DOH	FF/M	4	\$59,963.39	FF/PM	2	PM-15% & 3%	\$24.994	\$62,385.02	4.0%		
DREW	HACKER	3/22/93	11/5/07	11/3/03		DOP	FC/M	8	\$102,415.95	CAPT	6	15yr, PM-10% & 3%, Float-5%	\$43.945	\$109,686.72	7.1%		
APRIL	HANYECZ	12/19/94		4/25/95		DOH	FF/M	8	\$73,560.43	FF/PM	5	10yr, PM-15% & 3%	\$30.380	\$75,828.48	3.1%		
JAMES	HLAVENKA	10/23/00				DOH	FF/M	5	\$62,690.37	FF/PM	3	PM-15% & 3%	\$26.244	\$65,505.02	4.5%		
KATHY	ISLER	4/19/04	10/1/09	10/6/05		DOP	FF/M	4	\$59,963.39	LT	2	PM-15% & 3%	\$27.556	\$68,779.78	14.7%		
JEFF	JOEL	2/6/89				DOH	FF/EMT	10	\$79,505.48	FF	8	20YR, EMT-5%	\$32.754	\$81,753.98	2.8%		
BRIAN	JOHNSON	9/19/88	1/30/94			10/1	DE/EMT	10	\$90,367.12	DO	8	20yr, EMT-5%	\$36.205	\$90,367.68	0.0%	RC	5.3%
MARK	KAZEN	2/10/86	6/13/94			10/1	DE/EMT	10	\$90,602.39	DO	8	20yr, EMT-5%	\$36.299	\$90,602.30	0.0%	RC	5.5%
JAMES	KELLEY	9/11/06				DOH	FF/M	4	\$59,963.39	FF/PM	2	PM-15% & 3%	\$24.994	\$62,385.02	4.0%		
RORY	KIMBRELL	3/3/00		4/27/01		DOH	FF/M	5	\$62,690.37	FF/PM	3	PM-15% & 3%	\$26.244	\$65,505.02	4.5%		
NEIL	KLEIN	8/30/93		6/2/94		DOH	FF/M	9	\$80,003.69	FF/PM	6	15yr, PM-15% & 3%	\$32.697	\$81,611.71	2.0%		
MARK	LAMB	2/10/86	1/2/94	7/20/88		10/1	FC/M	8	\$104,891.28	CAPT	6	20yr, PM-10% & 3%	\$42.898	\$107,073.41	2.1%		
JAMES	LONGENECKER	1/18/88	1/1/04		5/3/06	10/1	FC/EMT	8	\$99,649.16	CAPT	7	20yr, Float-5%	\$41.743	\$104,190.53	4.6%		
GLENN	MAJEWSKI	8/17/81	11/2/86	2/7/08	10/20/07	10/1	FC/M	8	\$104,891.28	CAPT	6	20yr, PM-10% & 3%	\$42.898	\$107,073.41	2.1%		
JOSHUA	MARINO	12/6/05		1/15/09		DOH	FF/M	4	\$59,963.39	FF/PM	2	PM-15% & 3%	\$24.994	\$62,385.02	4.0%		
ELAINE	MARTIN	7/3/95	1/11/09	8/10/98		DOP	Capt/EMS	4	\$81,232.94	EMS Capt	1	10yr, TR-6%, PM - 3%, Float-5%	\$35.651	\$88,984.90	9.5%		
MICHAEL	MARTIN	3/11/91	4/26/04			10/1	DE/EMT	10	\$89,058.82	DO	8	15yr, Float-5%	\$35.681	\$89,059.78	0.0%	RC	6.3%
TIMOTHY	MASSEY	12/6/05		2/6/08		DOH	FF/M	4	\$59,963.39	FF/PM	2	PM-15% & 3%	\$24.994	\$62,385.02	4.0%		

**Palm Beach County Fire Rescue
Proposed Lake Worth Merger Slotting Proposal
as of October 1, 2009**

as of 08/26/09

FIRST NAME	LAST NAME	DOH	DOP	Medic Date	DROP Date	Date of Step	Prior to Merge (City as of 10/1/09)			County - No Loss of Pay as of 10/1/09						
							Pos	Step	Annual Wage	Pos	Step	Long/Assgn.	Hourly Rate	Annual Wage	% Incr.	% Over Top Out
BRUCE	McADAM	10/5/87	4/16/97	10/5/87		10/1	Capt/EMS	8	\$101,728.35	EMS Capt	4	20yr, TR-6%, PM - 3%,Float-5%	\$43.361	\$108,229.06	6.4%	
MATTHEW	MURNANE	2/28/00		4/5/01		DOH	FF/M	5	\$62,690.37	FF/PM	3	PM-15% & 3%	\$26.244	\$65,505.02	4.5%	
JAMES	NEVAD	8/31/81	9/14/86		3/1/08	10/1	FC/EMT	8	\$100,393.81	CAPT	7	20yr, EMT-5%	\$41.743	\$104,190.53	3.8%	
TINA	PALERMO	9/5/89	3/11/91	9/5/89	11/1/07	10/1	Capt/EMS	8	\$105,578.88	EMS Capt	5	20yr, TR-6%, PM - 3%,Float-5%	\$45.529	\$113,640.38	7.6%	
MIKE	PEPER	7/28/97	10/1/09	7/26/02		DOP	FF/M	6	\$67,248.60	LT	3	10yr,PM-15% & 3%	\$30.380	\$75,828.48	12.8%	
HERB	Redmond	8/19/96				10/1	Deputy		\$113,769.81	DC	4	10yr, PM-3%, Float-3%	\$48.741	\$121,657.54	6.9%	
RYAN	REDROCH	9/11/06				DOH	FF/EMT	4	\$55,465.92	FF	3	EMT-5%	\$23.264	\$58,066.94	4.7%	
RUSSELL	REESE	10/5/87	7/14/06			10/1	FC/EMT	8	\$98,686.53	CAPT	6	20yr, EMT-5%	\$39.756	\$99,230.98	0.6%	
DANIEL	REEVES	9/18/89	9/11/03			10/1	DE/EMT	10	\$90,367.12	DO	8	20yr, EMT-5%	\$36.205	\$90,367.68	0.0%	RC 5.3%
STEVE	RESSLER	10/15/01	10/1/09	5/2/03		DOP	FF/M	4	\$59,963.39	LT	2	PM-15% & 3%	\$27.556	\$68,779.78	14.7%	
JESSIE	RIVERO	5/9/05				DOH	FF/M	4	\$59,963.39	FF/PM	2	PM-15% & 3%	\$24.994	\$62,385.02	4.0%	
BARRY	RUF	5/21/01	10/1/09	11/1/01		DOP	FF/M	4	\$59,963.39	LT	2	PM-15% & 3%	\$27.556	\$68,779.78	14.7%	
RICHARD	SEAMON	1/7/80	6/14/97		12/17/06	10/1	BC	9	\$111,794.29	DC	3	20yr, Float-3%	\$47.349	\$118,183.10	5.7%	
CHRIS	SEILER	2/4/91	3/25/96			10/1	DE/EMT	10	\$89,058.82	DO	8	15yr, Float-5%	\$35.681	\$89,059.78	0.0%	RC 6.3%
TIMOTHY	SELLITTI	6/5/00		3/8/01		DOH	FF/M	5	\$62,690.37	FF/PM	3	PM-15% & 3%	\$26.244	\$65,505.02	4.5%	
JAMES	SHOOK	7/20/81	9/14/86		10/19/07	10/1	DE/EMT	10	\$90,602.39	DO	8	20yr, EMT-5%	\$36.299	\$90,602.30	0.0%	RC 5.5%
TIMOTHY	SIPE	10/5/87	1/2/94			10/1	DE/EMT	10	\$89,058.82	DO	8	20yr, EMT-5%	\$35.681	\$89,059.78	0.0%	RC 3.7%
CHANCE	SMART	9/11/06		11/21/08		DOH	FF/M	4	\$59,963.39	FF/PM	2	PM-15% & 3%	\$24.994	\$62,385.02	4.0%	
LANDON	SMITH	8/23/99		7/22/04		DOH	FF/M	5	\$64,304.11	FF/PM	2	10yr,PM-15% & 3%	\$26.244	\$65,505.02	1.9%	
EMILY	TAMBOE	2/19/04		12/16/05		DOH	FF/M	4	\$59,963.39	FF/PM	2	PM-15% & 3%	\$24.994	\$62,385.02	4.0%	
ADA	VOUGHT	10/1/01	10/1/09	3/6/02		DOP	FF/M	5	\$62,690.37	LT	3	PM-15% & 3%	\$28.934	\$72,219.26	15.2%	
CATHY	WALDRON	12/19/94	3/30/05	4/26/95		10/1	DE/M	9	\$88,905.45	DO	8	10yr,PM-10% & 3%,Float-5%	\$37.400	\$93,350.40	5.0%	RC 0.8%



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

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www.IAFF2928.com

September 10, 2009

Steve Jerauld, Administrator
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, Florida 33411

Dear Chief Jerauld,

Re: Ratification of Side Agreements

I am writing to inform you that the Side Agreements to the Collective Bargaining Agreement between Palm Beach County and Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. on Drug Testing Article 45, Addendum to the Collective Bargaining Agreement - Lake Worth, and Addendum to the Collective Bargaining Agreement - Palm Springs were voted on during two morning meetings held on Wednesday, September 9th and Thursday, September 10th, 2009, passed and therefore were ratified.

If you should need any additional information regarding these ratification votes, 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

cc: Matt Mierzwa, Esq.
File

**ADDENDUM TO THE
COLLECTIVE BARGAINING AGREEMENT**

HIRE OF VILLAGE OF PALM SPRINGS PUBLIC SAFETY DEPARTMENT EMPLOYEES

SECTION 1.

It is agreed between the parties that all provisions of the Collective Bargaining Agreement (Master Agreement) between Palm Beach County (the County) and IAFF Local 2928 (the Union) shall apply to those employees of the Palm Springs Public Safety Department who will be hired by the County as of 7:30 a.m. on October 1, 2009, in accordance with the interlocal service agreement between the County and Village of Palm Springs (hereinafter the "Palm Springs Public Safety Department employees" or the "Palm Springs employees"), except that the following provisions shall apply in lieu of existing provisions in the Master Agreement and shall be deemed to amend the Master Agreement to the extent any conflict may exist. This side agreement shall be incorporated into the next Collective Bargaining Agreement unless otherwise modified by agreement between the parties.

SECTION 2. ARTICLE 13 - SENIORITY

Seniority with the Palm Springs Public Safety Department shall be considered as continuous in the same manner as a County employee from a predecessor fire district. Seniority shall be determined from the last date of hire with the Palm Springs Public Safety Department, (as identified on Exhibit 1), if the employee was employed by Palm Springs Public Safety Department on September 30, 2009, and was employed by Palm Beach County as of October 1, 2009.

SECTION 3. ARTICLE 18 - PROMOTIONS

Palm Springs Public Safety Department employees shall be considered eligible to participate in the promotional procedures specified in the Master Agreement.

SECTION 4. ARTICLE 19 - PAY PLAN

The wages for the Palm Springs Public Safety Department employees shall be based on the slotting set forth in Exhibit 1.. The parties agree that Palm Springs employees shall not be eligible to be brought to parity unless they do so by advancement through the appropriate pay plans which shall be in accordance with the Master Agreement. Assignment and step-up pay shall be paid in accordance with the Master Agreement.

SECTION 5. ARTICLE 20 - WORK WEEK

The Kelly Day selections of the Palm Springs employees shall be honored by the County until the next round of selections, unless the employee voluntarily changes shifts or Battalions. Thereafter, the Palm Springs employees shall select in accordance with the Master Agreement.

SECTION 6. ARTICLE 21 - OVERTIME

Comp Time - Effective at 7:30 a.m. on October 1, 2009, Palm Springs Public Safety Department employees shall come to the County with a zero (0) balance for Comp Time.

SECTION 7. ARTICLE 22 - EXCHANGE OF TIME

Palm Springs employees shall be allowed to exchange time in accordance with Article 22. Any pre-merger exchange of time which is inconsistent with the provisions of the Master Agreement must have been repaid prior to the transfer and shall be the responsibility of the employees involved and not Palm Beach County.

SECTION 8. ARTICLE 27 - UNIFORMS

Palm Springs Public Safety Department shift employees shall be given an initial allocation of uniforms consisting of: 1 Class A shirt (short sleeve); 1 Class A shirt (long sleeve with tie); 4 polo shirts; 2 pair of pants; 1 cap; 1 pair shoes/boots; 1 jump suit; 1 windbreaker; 1 Department badge, collar brass (if applicable), name plate; 2T-shirts; and 1 pair of gym shorts. Effective October 1, 2010, Palm Springs Public Safety Department employees shall receive a uniform credit in accordance with the Master Agreement.

SECTION 9. ARTICLE 28 - VACATIONS

Palm Springs Public Safety Department employees will be credited with a 48-hour vacation balance. No other balances whatsoever, including but not limited to unused sick leave hours and compensatory time balances, will be recorded or paid by the County. For the remainder of the calendar year 2009, the County shall honor those vacation selections made prior to October 1, 2009, provided documentation of Palm Springs's approval of the scheduled vacation is submitted prior to October 1, 2009. Said approval shall be in accordance with applicable city policies and limitations as they existed on August 1, 2009. For the remainder of calendar year 2009, employees shall be permitted to go into out-of-pay status for a vacation scheduled prior to October 1, 2009, which exceeds their available vacation accruals. Effective October 1, 2009, employees may not schedule vacation in excess of their available vacation balance with Palm Beach County.

Beginning with calendar year 2010, vacations shall be scheduled from the beginning of the first annual Kelly Day cycle of the County that starts after December 31st of any given year

until the end of the Kelly Day cycle that includes December 31st, 1 (one) year later. Vacation leave shall be scheduled in accordance with the Master Agreement.

SECTION 10. ARTICLE 34 - PENSION

Subject to the provisions of Chapters 121, Florida Statutes, and any other applicable Florida laws, all Palm Springs Fire Department employees shall be enrolled as new employees under the Florida Retirement System, effective October 1, 2009. The County does not assume any responsibility, including any funding obligation, for Palm Springs's retirement plans.

SECTION 11. ARTICLE 43 - DURATION

It is understood by the parties that the provisions of this addendum shall remain in effect until otherwise specifically addressed by a modification to the Master Agreement.

SECTION 12. ARTICLE 45 - WELLNESS PROGRAM

A. Sick Leave - Effective at 7:30 a.m. on October 1, 2009, Palm Springs Public Safety Department employees shall come to the County with a zero (0) balance for sick leave. Effective at 7:30 a.m. on October 1, 2009, Palm Springs Public Safety Department employees shall be credited with an appropriate prorated balance of sick leave hours based on the months remaining until the next allotment. Said prorated sick leave hours shall not be eligible for pay out. From October 1, 2009, until the new sick leave allotment is posted after November 1, 2009, Palm Springs personnel who are off duty on sick leave shall be permitted to utilize accrued vacation hours to supplement the prorated sick leave.

B. Medical Physicals and Fitness Assessments – Prior to October 1, 2009, all Palm Springs employees covered by this addendum shall complete a medical physical at the

County Clinic. Commencing January 1, 2010 these employees shall be required to complete annual physicals and fitness assessments in accordance with the schedule contained in the Master Agreement.

C. Supplemental Long Term Disability

Former Palm Springs firefighter employees shall be eligible for SLTD benefits as outlined in Article 45, Section 9.

SECTION 13. ASSIGNMENT OF EMPLOYEES

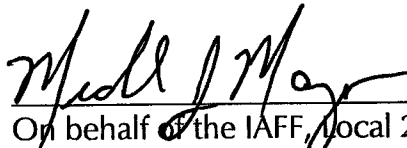
It is agreed between the parties that the employees covered by this addendum shall receive initial station bid assignments in accordance with the Palm Springs bid assignments in effect as of September 30, 2009. All employees shall be eligible to participate in the bid process in accordance with Palm Beach County Fire Rescue policies.

The Palm Springs Public Safety Department employee slotted as a Captain- on October 1, 2009, who is not slotted into a unit-attached bid on a Palm Springs engine, shall be considered as an excess position- in the floating squad , and may be utilized through-out Fire Rescue. When the individual leaves this position due to promotion, demotion or separation from service, a vacancy in the complement shall not be created and the position may not be replaced.



On behalf of the County
Steve Jerauld, Fire Rescue Administrator

Date 8-19-09



On behalf of the IAFF, Local 2928
Michael Mayo, President

Date 8-19-09

Ratified by Palm Beach County on the
____ day of _____, 2009.

Ratified by the Union on the
10th day of September, 2009.

Confirmed by:


Chair, of the Palm Beach County
Board of County Commissioners

Confirmed by:



President, Professional Fire Fighters of
Palm Beach County, Local 2928, IAFF

Approved as to Form +
Legal Sufficiency


Asst Co Atty.

Palm Beach County Fire Rescue - Proposed Palm Springs Merger Slotting

as of 8/20/09

NAME	PS DOH	Fire Res DOH	DOP/ DOS	Prior to Merge (City as of 9/30/09)			County - No Loss of Pay as of 10/1/09					
				Pos	Step	Annual Wage	Pos	Step	Long/Assgn.	Hourly Rate	Annual Wage	% Incr.
DeMarco, John	10/01/03	10/01/03	06/17/09	Captain	11	\$79,726.40	Capt	2	- PM-10% & 3%	\$31.993	\$79,854.53	0.2%
Lee, Russell	06/30/93	06/30/93	06/17/09	Lieutenant	10	\$61,451.52	Capt	1	15yr, PM-10% & 3%	\$32.792	\$81,848.83	33.2%
Higgs-Pinkston, Kevin (2)	04/23/97	04/23/97	06/17/09	Lieutenant	8	\$56,784.00	Capt	1	10 yr, PM-10% & 3%	\$31.992	\$79,852.03	40.6%
Conboy, Timothy	03/23/94	03/23/94	06/17/09	Lieutenant	11	\$63,897.60	Capt	1	15yr, PM-10% & 3%	\$32.792	\$81,848.83	28.1%
Suarez, George	03/14/03	03/14/03	10/01/09	Primary Medic	6	\$49,994.88	LT	1	PM-15% & 3%	\$26.244	\$65,505.02	31.0%
Barbre, William	11/17/04	11/17/04	10/01/09	Primary Medic	6	\$49,994.88	LT	1	PM-15% & 3%	\$26.244	\$65,505.02	31.0%
Quintero, Felix	11/17/04	11/17/04	10/01/09	Primary Medic	6	\$49,994.88	LT	1	PM-15% & 3%	\$26.244	\$65,505.02	31.0%
Knowles, Chad	10/04/06	10/04/06	06/17/09	Driver Operator	3	\$44,453.76	DO	1	PM-10% & 3%	\$23.907	\$59,671.87	34.2%
Byk, Braden C. (2)	11/22/02	11/22/02	06/17/09	Driver Operator	9	\$49,895.04	DO	1	EMT-5%	\$22.156	\$55,301.38	10.8%
Price, Jason	10/12/06	10/12/06	06/17/09	Driver Operator	4	\$41,009.28	DO	1	EMT-5%	\$22.156	\$55,301.38	34.9%
Boyd, Zachary	02/02/07	02/02/07	02/02/07	Fire/Medic	3	\$44,453.76	FF/PM	Prob	PM-15% & 3%	\$22.670	\$56,584.32	27.3%
Parker, Courtney	04/04/07	04/04/07	04/04/07	Fire/Medic	3	\$44,453.76	FF/PM	Prob	PM-15% & 3%	\$22.670	\$56,584.32	27.3%
Plowman, David (2)	01/05/05	01/05/05	11/15/06	FF/EMT	8	\$47,973.12	FF/EMT	1		\$20.096	\$50,159.62	4.6%
Mayfield, Jacob	10/05/06	10/05/06	10/05/06	FF/EMT	4	\$41,009.28	FF/PM	1	PM-15% & 3%	\$23.804	\$59,414.78	44.9%
Schmitz, Matthew	12/08/06	12/08/06	12/08/06	FF/EMT	3	\$39,436.80	FF/EMT	Prob		\$19.139	\$47,770.94	21.1%
Watson, Tiffany	04/04/07	04/04/07	04/04/07	FF/EMT	3	\$39,436.80	FF/EMT	Prob		\$19.139	\$47,770.94	21.1%
Hammer, Anthony	04/04/07	04/04/07	04/04/07	FF/EMT	4	\$41,009.28	FF/PM	Prob	PM-15% & 3%	\$22.670	\$56,584.32	38.0%
Taft, Adam	05/14/08	05/14/08	05/14/08	FF/EMT	4	\$41,009.28	FF/PM	Prob	PM-15% & 3%	\$22.670	\$56,584.32	38.0%
Moore, Garrit	06/04/08	06/04/08	06/04/08	FF/EMT	4	\$41,009.28	FF/PM	Prob	PM-15% & 3%	\$22.670	\$56,584.32	38.0%

Notes:

(1) Slotted pay includes Step increase in 1st pay period in FY 2010.

(2) Palm Springs hire date used for Fire Rescue hire date. Employee was certified FF as time of Palm Springs hire date.