

ARTICLE 11-A-FR

RECALL

Section 1 -- Recall Pay

Employees who are recalled to work because of conflagration, shortage of personnel or other situations will come to work immediately. They shall be paid according to the provisions of Article 12, OVERTIME; subject to a minimum of two (2) hours.

Section 2 -- Procedure for Recall

- A. ~~The procedure for recall will be pursuant to the October 2,~~
~~105 version of Administrative Policy Volume I, Chapter 2,~~
~~Section 22. "Recall".~~ Employees will "sign up" for all
overtime opportunities (e.g. shift, special event, fire watch
and union time pool) through Telestaff. Overtime will be
scheduled fairly and equitably by the Battalion Chief or his
designee. An overtime list will be sorted on Telestaff;
Employees on Kelly day will have priority and will be listed
first, then all others that have signed up for shift overtime
with the person having the least number of overtime hours
offered at the top of each list (i.e. Kelly Day list then list
of all others signed up). In the event two or more employees
have an equal number of hours offered, the most senior
employee will be offered the overtime.
- B. For anticipated shift overtime the Battalion Chief or his
designee will award the overtime using the overtime list up to
72 hours prior to the overtime shift. In an effort to give
employees advanced notice, the City shall attempt to schedule

overtime as early as possible. An email will be sent to notify the employee they were awarded overtime.

C. If an anticipated shift overtime position becomes available between the recall 72 hour notification procedure and the unanticipated overtime position vacancy procedure, it will be filled by the on-duty Battalion Chief from the Telestaff sign up overtime list for the affected time period. Personnel will be notified by telephone (message shall be left if no answer) of their selection to fill the anticipated overtime position. When a message is left, it is the selected employee's responsibility to make contact with the on-duty Battalion Chief of their intent to work the overtime. If the on-duty Battalion Chief has not received notification from the selected employee by 0700 hours, the next person on the Telestaff sign up overtime list will be contacted.

D. For unanticipated overtime the morning of a shift the Battalion Chief or his designee shall contact the overtime list via phone call beginning at 0700 hours. The employee will be allowed 5 minutes to call back prior to contacting the next qualified employee on the overtime sign up list. Overtime created after 2200 hours for the remainder of the shift shall be filled in the following order: First attempt to fill the vacancy will be to the individual scheduled for the following shift. Second attempt will be to any eligible person on duty at the station the following shift. Third, the overtime will be filled at the discretion of the Battalion Chief.

- E. Special Event (e.g., peak staffing), fire watch and union time pool overtime; employees will be notified of these overtime opportunities and a special event overtime list will be created for these overtime positions. This overtime list will be based solely on hours offered with seniority being the tie breaker. This overtime will be awarded as early as possible and the employees will be notified via email.
- F. In the event a vacancy requiring overtime is of an immediate nature were a vacancy has occurred during shift, special event period, or immediate institution of Fire Watch, the Battalion Chief will implement the unanticipated overtime position vacancy procedure. If the vacancy has not been filled, the Battalion Chief is encouraged to award overtime to any previously contacted employee even if the 5 minute time limit has expired.
- G. If the overtime sign up list is exhausted the Battalion Chief will make every effort to fill the position with an employee volunteering to work the overtime. If the Battalion Chief is unable to fill the position then an employee may be mandated to work per Section 3.
- H. Newly hired employees shall not be permitted to sign up for overtime until six months after their date of hire. At that time they will be entered into Telestaff at the average accrued hours for the department.
- I. It is the employee's responsibility to maintain their contact information/phone number in Telestaff.

- J. Employees shall not be permitted to "shift swap" while on overtime.
- K. Each employee's overtime hours will be reset to zero annually in conjunction with the Kelly day changes.
- L. If an employee is unable to work an awarded or accepted overtime shift he will notify the fire department and will be removed. These hours will count towards the employees hours offered total on Telestaff.
- M. In the event of a bona fide emergency, the provisions of this Section shall not apply.

Section 3 -~~Fire Watch Overtime~~ Mandatory Recall

- ~~1. The purpose of this section is to establish a formal personnel recall procedure for Fire Watch activities as identified in the Florida Fire Prevention Code, utilizing a procedure that is similar to those currently outlined in Article 11-A-FR, Section 2 of the current Agreement between the parties.~~
- ~~2. Specifically, Volume II, Article 3, Section 10 (III) (A.) of the Delray Beach Fire Department Operational Procedures would be amended to read as follows:~~
 - ~~a. Personnel - Employees scheduled for Fire Watch duty will be recalled out of the Fire Watch recall box to be established in the following manner. Personnel that voluntarily want to be considered for Fire Watch duty~~

~~will submit a notice of interest to the Fire Safety Division. The Fire Safety Division will arrange the Fire Watch recall box in seniority order and schedule Fire Watch overtime in accordance with the following guidelines.~~

- ~~b. An employee shall maintain their position in the Fire Watch rotation if they are already on duty during the scheduled Fire Watch. On-duty is defined as working an employee's regular shift or non-shift assignment.~~
- ~~c. A Fire Watch commitment by the employee precludes the employee from any other overtime assignment that would occur simultaneously with the Fire Watch.~~
- ~~d. Fire Watch recall shall be conducted at a reasonable time when most off-duty employees might be accessible.~~
- ~~e. A five (5) minute response shall not be required for Fire Watch commitment. Fire Watch recall should allow ample and reasonable time before proceeding in Fire Watch rotation.~~

~~3. Mandatory Recall - If mandatory overtime is needed, the call back should start in reverse seniority (from junior to senior) for the current contract year. At the end of the contract year the mandatory recall will start over in seniority order.~~

~~4. All personnel will be trained by the Department in how to perform Fire Watch duties. Personnel can not be excluded from mandatory recall even if they do not have the training~~

~~or if they are probationary and not eligible for regular
overtime.~~

~~5. The overtime will be exchangeable.~~

1. Each contract year (Oct 1) a mandatory recall list will be
created in reverse seniority (from junior to senior). This
list will be utilized for any mandatory recall. Once an
employee has been mandated in they will not be mandated in
again until the entire list has been exhausted. To be
considered to have been mandated the employee must have
actually worked a portion of the mandated time. If the mandate
list has been exhausted during the contract year it will begin
again in reverse seniority. This list will expire on Sept 30
and a new list created on Oct 1.

2. All personnel will be trained by the Department in how to
perform Fire Watch duties. Personnel can not be excluded from
mandatory recall even if they do not have the training or if
they are probationary and not eligible for regular overtime.

3. This overtime will be exchangeable.

4. Mandatory overtime hours will not count toward your hours
offered total on Telestaff, this will include shift hold overs
required by the City.

5. Overtime shall be filled with staffing levels set by the City
in accordance with Article 22, Section 1C.

ARTICLE 26-A-FR

PROMOTIONS

Section 1

The Labor Management Committee shall meet annually to review and select source materials for each written examination, keeping the material current in accordance with accepted modern day concepts and practices.

A list of source material from which the written examination is drawn shall be published concurrent with the exam announcement, and shall be published at least one hundred eighty (180) days in advance of the date of the examination.

The examination for the position of Driver Engineer shall be given annually during the month of November. The examination for Captain shall be given every even year and the examination of Chief Officer shall be given every odd year during the month of June. The date of the promotional examinations may be delayed up to sixty (60) days, due to extenuating circumstances as determined by the City Manager or his or her designee, and if extenuating circumstances persist, may be delayed an additional sixty (60) days. If extenuating circumstances result in a delay of a promotional examination, notice shall be given to the Union at least fifteen (15) days before the examination, if possible.

Section 2

The minimum qualifications for each position are as follows:

Driver Engineer - Three (3) years continuous service with the Delray Beach Fire-Rescue Department; and current EMT or Paramedic Certification; and successful completion of the following courses:

Pumps and Apparatus, FFP#1601

Hydraulics, FFP#2640

Truck Company Operations, FFP#0703

Captain - Five (5) years continuous service with the Delray Beach Fire-Rescue Department; and

Current EMT or Paramedic Certification; and

Currently serving as a Driver Engineer or have passed the Driver Engineer's Examination; and

Successful completion of thirty (30) Semester Hours of college courses, or approved courses specifically identified as Fire Science or EMS Degree courses. A minimum of fifteen (15) hours shall be Fire Science or EMS courses. The remainder of hours may be Fire Science, EMS, or related courses accepted by the State Fire Marshal's Rules and Regulations, 4A-37.073, supplemental compensation which may include EMT or Paramedic college credit courses, not both.

In addition to meeting the minimum qualifications for the rank of Captain, the following shall apply:

1. Candidates for Fire Safety Division Captain shall possess a current State Certification for Municipal Fire Safety Inspector at the time of promotion.
2. Candidates for a Paramedic Captain position shall possess a current State Certification for Paramedic and be protocol certified at the time of promotion.
3. Candidates hired after October 1, 1999 shall be required to possess current State Certification as a Paramedic and Municipal Fire Inspector to be eligible to sit for a promotional examination for the position of Captain.

Chief Officer - Seven (7) years continuous service with the Delray Beach Fire-Rescue Department; and

Current EMT or Paramedic Certification; and
Currently serving as a Captain for a minimum of two (2) years; and successful completion of sixty (60) Semester hours of college courses, or approved courses specifically identified as Fire Science or EMS Degree courses. After June 2007, an AS or AA degree will be required in place of the sixty (60) semester hours. A minimum of twenty-seven (27) hours shall be Fire Science or EMS courses. The remainder of hours may be Fire Science, EMS, or related courses accepted by the State Fire Marshal's Rules and Regulations, 4A-37.073, supplemental compensation which may include EMT or Paramedic college credit courses, not both.

In addition to meeting the minimum qualifications for the rank of Chief Officer, the following shall apply:

1. Candidates for a Chief Officer assigned to the Fire & Life Safety Division shall possess a current State Certification for Municipal Fire Safety Inspector at the time of promotion.
2. Candidates for EMS Division Chief shall possess a current State Certification for Paramedic and be protocol certified at the time of promotion.
3. Candidates for Training and Logistics Division Chief shall possess a current State Certification for Basic Instructor at the time of promotion.

Section 3

The Union and the City agree that a passing score of 70% shall be achieved for each portion of the examination process. If one portion of the examination process is failed, the individual shall not become a candidate for promotion on the next standing list.

Examination process weight will be applied for each position as follows:

Driver Engineer

Written Examination	30%
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Driving Skills - Non-emergency Operations	30%
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Practical Skills - Emergency Apparatus Operations	40%
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Seniority - 0.5 points per year of service to a maximum of five (5) points

City of Delray Beach & Professional Fire Fighters & Paramedics, Local 2928, IAFF
Collective Bargaining Agreement
October 1, 2014 through September 30, 2017

Certification

Three (3) points for State Certification as a Paramedic

Two (2) points for State Certification as a Municipal Fire
Inspector

One (1) point for certification as a Haz-Mat Technician

Captain

Written Examination 40%

Assessment Center 60%

Seniority - 0.5 points per year of service to a maximum of five (5)
points

Certification - Three (3) points for State Certification as a
Paramedic

Two (2) points for State Certification as a Municipal Fire Inspector

One (1) point for certification as a Haz-Mat Technician

Chief Officer

Written Examination 40%

Assessment Center 60%

Seniority - 0.5 points per year of service to a maximum of five (5)
points

Certification - Three (3) points for State Certification as a
Paramedic

Two (2) points for State Certification as a Municipal Fire Inspector

One (1) point for certification as a Haz-Mat Technician

Section 4

All employees who pass a promotional examination shall be listed on a Promotional List in consecutive order with the employee having the highest score being listed first. For the position of Driver Engineer, the Promotional List shall expire one (1) year from the date it is posted. The Promotional List for Captain and Chief Officer shall expire two (2) years from the date they are posted.

The Fire Chief will fill all vacant positions within sixty (60) days of the opening from the current promotional list.

Promotional vacancies shall be filled by selection from among those three (3) employees who achieve the highest passing score on the promotion process. If an employee is to be passed over, the Fire Chief shall counsel the individual as to why the employee was not promoted.

Section 5

When an employee is promoted to a higher classification and pay grade, the employee's base salary shall be increased by five percent (5%). ~~The employee shall then be placed in the step of the higher classification which is equivalent to the employee's increased base salary. If the employee's new base salary is not equivalent to any step in the higher classification, the employee shall be placed in the lowest step in the higher classification that exceeds the employee's new base salary.~~ Whenever a promotion results in an increase of more than ten percent (10%) in an employee's base salary, that employee's annual performance review date shall be changed to the anniversary date of the promotion.

Section 6

When a Paramedic accepts an assignment to the rank of Driver Engineer, the Paramedic's grade level shall not be changed. Driver Engineers who become certified Paramedics will have their grade level moved to the same grade as Paramedics.

Section 7

To be eligible for a lateral transfer to a vacant Captain position, an employee must meet the minimum qualifications for the position. Lateral transfer application should be considered by the Fire Chief, but no obligation to grant the request is mandated.

Section 8

When a new employee is hired to the position of Fire Fighter/Paramedic his/her salary will begin at the entry level Fire Fighter pay grade. Upon course completion, obtaining his/her Paramedic State Certification, and passing the Department's protocol testing, the employee will be promoted to the entry level Fire Fighter/Paramedic grade. When this promotion results in an increase of more than ten percent (10%), the employee's annual performance review date will change due to the promotion.

Article 49-A-FR

Shift Swaps

Section 1

Employees shall have the ability to swap shifts so long as the swap does not interfere with the operation of the Fire Department. Shift swaps / Kelly Swaps are voluntary undertakings between two employees, or one employee swapping a Kelly Day, and must be approved by the department. Responsibility for the repayment of the swaps lies solely with the employees involved. No obligation shall be placed on the department for the repayment of the time voluntarily swapped between employees.

Section 2

The employees accepting the swap shall be responsible for entering the swaps into the department's electronic scheduling software at least 72 hours in advanced of the swap. If a swap is within the 72 hour window, the employee will contact the Battalion Chief for approval and the Battalion Chief will, if approved, enter the swap into the electronic scheduling software. The Battalion Chief has the discretion and responsibility for approval of all swaps.

When an employee has agreed to work for another employee, the employee agreeing to work in place of another shall be responsible for working the scheduled tour of duty. If an employee is unable to fulfill a swap agreement, he or she shall

notify the affected shift's Battalion Chief and provide a replacement. If no replacement is secured, the employee agreeing to the swap will be charged time at the rate incurred for staffing the position, i.e., straight time or overtime (time and one-half). From their accrued leave (time will be charged from sick leave first, then vacation, and then compensatory time). In order to ensure the provision may be implemented, an employee must have accrued at least 36 hours of ~~sick~~ leave (e.g. sick, vacation, or compensatory time) in order to agree to work for another employee.

No three way swaps are permitted unless approved by the Battalion Chief.

An employee will only be allowed to swap a Kelly Day with himself or herself if it does not create overtime and the swap occurs during the same work cycle.

No exchange of time can result in an employee working in excess of two (2) consecutive shifts (48 hours). Exchange of Time for cash or bartered services/products is strictly prohibited. ~~This will include the practice of working an Exchange of Time in lieu of Comp Time.~~

~~Section 3~~

~~Employees shall be limited to a total of 480 hours of swaps per calendar year and shall not, at any time, owe or be owed more than 240 hours of swap time unless a waiver of these limitations has been granted by the Assistant Chief of Operations or his/her~~

~~designee. Further, employees are limited to no more than 15 consecutive shifts off including leave as a result of a swap, vacation, Kelly Day, and /or compensatory time. It is the responsibility of each employee to ensure that they do not exceed the limitations established herein. Working for another employee while exceeding the 240 hour limit may result in loss of the ability to swap time as follows:~~

~~a. First Offense: 6 month suspension of the ability to enter into a swap.~~

~~b. Second Offense: 12 month suspension of ability to enter into a swap.~~

~~Employees utilizing a swap for purpose of attendance at a seminar, conference, training, or any similar event or situation where the employee is an approved representative of the Department or City shall not have such swap time counted against the limitations provided herein. Employees may be required to provide documentation verifying attendance at any such events. A Kelly Day swap shall also not count against the limitations provided herein.~~

~~Unless approved by the Assistant Chief of Operations, newly hired probationary employees will not be permitted to exchange time during their probationary period.~~

~~Section 4~~

~~Exchanges of Time between two (2) employees will be considered for approval provided:~~

- ~~a. Both employees are required for the exchange(s). This will require that both parties involved in the Exchange of Time are required and able to work normally assigned positions/ranks. This will require position for position or someone on the current promotional list.~~
- ~~b. Both employees hold the necessary certification(s) in order to work for each other, e.g., Hazmat Technician.~~
- ~~c. The member agreeing to work has a minimum of 48 36 hours of sick leave accrual. It is the responsibility of the employee agreeing to work, to refuse to exchange on if they do not have adequate sick leave. Signing on Agreeing to work for another employee without having a minimum of 48 36 hours of sick leave accrual may result in loss of exchange of time privileges as follows:~~
 - ~~• First Offense 6 months suspension of Exchange of Time privilege.~~
 - ~~• Second Offense 12 months suspension of Exchange of Time privilege.~~
- ~~d. The exchange does not create any financial obligation to the City.~~
- ~~e. All Exchange of Time requires the person agreeing to work to initiate the request in Telestaff.~~

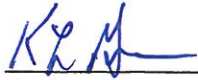
Section 5 3

Employees shall be granted 480 hours of shift swaps in a calendar year. The Battalion Chief or higher is provided the

authority to grant or deny all initial and additional Exchange of Time requests. No requests will be unreasonably denied. Exchange of Time requests maybe disapproved up to 60 hours prior to the start time of the requested exchange. It is the responsibility of those involved in the exchange to verify that the exchange has been approved.

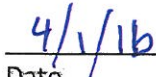
City of Delray Beach

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



On Behalf of the City

Asst. Chief



Date

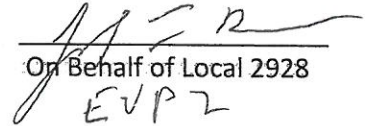


On Behalf of Local 2928

DVP 19

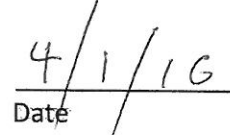


Date



On Behalf of Local 2928

EVP 2



Date