



**INDIAN RIVER COUNTY  
EMERGENCY SERVICES DISTRICT  
AND  
INDIAN RIVER COUNTY  
FIREFIGHTERS/PARAMEDICS  
ASSOCIATION, LOCAL 2201, I.A.F.F.  
IMPASSE HEARING MEETING MINUTES**

**FRIDAY, MARCH 20, 2015**

**Commission Chambers  
Indian River County Administration Complex  
1801 27<sup>th</sup> Street, Building A  
Vero Beach, Florida, 32960-3388  
[www.ircgov.com](http://www.ircgov.com)**

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**COUNTY COMMISSIONERS     DISTRICT**

<b>Wesley S. Davis, Chairman</b>	<b>District 1</b>	<b>Present</b>	<b>Joseph A. Baird, County Administrator</b>	<b>Present</b>
<b>Bob Solari, Vice Chairman</b>	<b>District 5</b>	<b>Present</b>	<b>Dylan Reingold, County Attorney</b>	<b>Present</b>
<b>Joseph E. Flescher</b>	<b>District 2</b>	<b>Present</b>	<b>Jeffrey R. Smith, Clerk of the Circuit</b>	
<b>Peter D. O'Bryan</b>	<b>District 4</b>	<b>Present</b>	<b>Court and Comptroller</b>	
<b>Tim Zorc</b>	<b>District 3</b>	<b>Present</b>	<b>Leona Adair Allen, Deputy Clerk</b>	

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1.     **CALL TO ORDER**                             **9:30 A.M.**
  
2.     **INVOCATION**                                 Commissioner Wesley S. Davis, Chairman
  
3.     **PLEDGE OF ALLEGIANCE**             Commissioner Bob Solari, Vice Chairman

4.     **BRIEF INTRODUCTION AND OVERVIEW OF PROCESS**

**Attorney Matthew J. Mierzwa, Jr., Mierzwa and Associates, P.A., was representing the Indian River County Firefighter/Paramedic Association, International Association of Firefighters (IAFF), Local 2201 (Union).**

**Attorney Jeffrey E. Mandel, Fisher and Phillips, LLP, was representing Indian River County.**

**County Attorney Dylan Reingold announced that today's Impasse Public Hearing was concerning the Collective Bargaining Agreement (CBA) between the County Firefighter/ Paramedic Association, International Association of Firefighters (IAFF) Local 2201 (Union), and the Indian River County Emergency Services District. He said between April 22, 2013 and May 29, 2014, the Union and the County had been negotiating a CBA that would begin in FY 2013-2014. He reported that on May 30, 2014, the County formally declared an impasse; on October 9 and 10, 2014, a hearing**

was heard before a Special Magistrate; and on December 19, 2014, the Special Magistrate issued his recommendations on the Articles at Impasse. He revealed that on January 26, 2015, both the Union and County filed their rejections of the recommendations rendered by the Special Magistrate; and under Florida Law, the Legislative body is required to conduct a public hearing at which the parties explain their positions, with respect to the rejected recommendations of the Special Magistrate. He listed the ten Articles at impasse, and recalled that the Union had submitted a proposal concerning a Union Business Bank under Article 6 – Union Activity, at the October 9, 2014 Special Magistrate hearing, but the Special Magistrate determined that it was not identified as an issue when the impasse was declared, precluding the Special Magistrate from making a recommendation on that issue; and therefore, Attorney Reingold did not include Article 6 on the Agenda.

Attorney Reingold announced that each Commissioner received two books from Attorney Mierzwa, (1) Attorney Mierzwa’s presentations, and (2) Local 2201’s recommendations. He pointed out that based on the subject matter, speakers were not required to provide their addresses.

Attorney Reingold requested Commissioners to declare any ex parte communications they have had since January 26, 2015.

Commissioners, as requested, disclosed ex parte site visits, investigations, and communications. Each Commissioner affirmed that he can and will have an open mind based on the evidence presented and the applicable law.

John O’Connor, Indian River County Firefighter, and President of the International Association of Firefighters Local 2201 (Union), recognized veterans in the audience, and invited everyone to the reception at the Elks Lodge following this meeting.

The Board decided to eliminate time limits, and felt it would be best to hear each Article individually, unless Counsel requested to combine the items.

**5. ARTICLES AT IMPASSE**

**A. Article 14 – Uniforms and Equipment**

10 minutes each, County presents first

9:50  
a.m.

Attorney Mandel stated that under Article 14, the only Paragraphs that remained in dispute were 14.01 and 14.02, concerning the issue of uniforms and safety equipment. He reviewed the County’s proposed changes as shown in Exhibit G of the Agenda Packet; and stated that the Special Magistrate’s recommendation was to replace existing Paragraph 14.01 with the County’s proposed language, and leave Paragraph 14.02 unchanged. He requested the Board adopt the County’s proposed recommendation on both paragraphs.

Attorney Mierzwa used a PowerPoint presentation (on file) to rebut Attorney Mandel's recommendations. He explained why in Paragraph 14.01, the County should not delete the requirement to allot sufficient funds for uniforms and protective clothing; and why the County should delete the phrase "deemed necessary by management" in providing safety equipment. He also asked to delete the phrase "as determined by management" for replacing protective clothing in Paragraph 14.02.

Attorney Mandel did not support Attorney Mierzwa's requested changes.

**B. Article 15 – Safety and Health**

15 minutes each, Union presents first

11:17  
a.m.

*(Clerk's Note: Article 17 was heard before Article 15)*

Attorney Reingold called attention to the pictures in the Union's book of a burned firefighter in the hospital, and pursuant to public records law, pictures of firefighters are exempt from the public records law. He requested the pictures in the book not be presented on the screen or transmitted out, if the firefighter did not provide written authorization for his picture to be used.

Attorney Mierzwa did not have a signed release from the individual.

ON MOTION by Vice Chairman Solari, SECONDED by Commissioner Flescher, the Board unanimously agreed to withhold the firefighter's pictures since there was no signed release from the individual.

Attorney Mierzwa used a PowerPoint presentation (on file) to discuss issues dealing with vehicles; fit testing; station conditions; not being able to schedule Safety Committee meetings; problematic respiratory and safety programs; and testing in the stations for mycotoxins (toxic mold). He also spoke about an incident where a firefighter was critically injured and the State Fire Marshal was not notified. Additionally, he asked the Board to review and approve the Union's recommendation for additional verbiage to Paragraph 15.01.

Attorney Mandel addressed Attorney Mierzwa's allegations and issues. He provided a timeline of what happened at the bargaining table, and stressed that the County had no objections to having dialogue with the Union or trying to find remedies. His objection was adding, what he thought, vague and undefined language into the contract. He believed the Union's proposed language would expose the County to uncontrollable costs, would take away the County's local control, and give it to an arbitrator. He said the Special Magistrate's recommendation was to keep Article 15 as status quo; and he agreed that the language in Paragraph 15.01, shown as Exhibit I, should remain unchanged. He said the mold issue had been in litigation,

was tied up in workers' compensation claims, and he was not able to respond to the mold issues due to it being confidential medical information.

Attorney Mierzwa responded to Attorney Mandel's comments and wanted the language in the contract to send the message that the County is going to provide a safe and healthy work environment.

**C. Article 17 – Staffing**

10 minutes each, County presents first

11:28  
a.m.

*(Clerk's Note: This Article was addressed prior to Article 15)*

The only paragraph of this Article that remained in dispute was Paragraph 17.02. Attorney Mierzwa and Attorney Mandel agreed for the Board to impose the County Administrator's recommendation.

**D. Article 18 – Vacancies and Promotions**

15 minutes each, County presents first

2:13  
p.m.

Attorney Mandel said the Paragraphs in dispute under this Article were 18.02, 18.03, 18.08, and 18.09. He stated that the County was trying to correct the issues that had arisen in respect to the current promotion process. He explained the promotion exam process for bargaining unit employees; described the 2012 point system that was being considered for promotions; and reviewed the County Administrator's recommended changes to each Paragraph, as shown in Exhibit K.

Attorney Mierzwa discussed promotional issues relating to the process in Paragraph 18.03, which provides for the Promotional Board to send three candidates for selection by the Fire Chief, and recommended this Paragraph remain as is. He spoke about Paragraph 18.08, which deals with the application of points in the promotional process, and requested the system remain unchanged. He pointed out that the Fire Chief wanted to be able to appoint individuals who were recently disciplined, failed the test, did not take the test, or did not work for the department, for promotional positions. He said the firefighters support promotions that are made from eligible lists. He also presented data on Indian River County's vacancies and promotions on Lieutenant Fire Medics, for Fiscal Year (FY) 2013-2014 with ranks and salaries, and how they compare to neighboring counties.

Attorney Mendel reported that the Union had pulled a promotion procedure off the table and never made a substitution. He explained why testing would not be a viable solution, and requested the Board adopt the County's recommendation.

**E. Article 19 – Shift Exchanges**  
15 minutes each, County presents first

3:45  
p.m.

Attorney Mierzwa asked for Articles 19, 26, and 28 to be combined since they were interrelated.

Attorney Mandel reported that under Article 19, Shift Exchange, the Paragraphs in dispute were 19.01, 19.02, 19.03, 19.04, and 19.05. He revealed that so far this year, the shift exchanges had increased by 21.5%, which shows this to be an issue of concern. He spoke about shift exchanges and pay backs, and out-of-rank shift exchanges. He relayed the Special Magistrate’s recommendation to adopt up to a maximum of 12 full shifts and 6 partial shifts per fiscal year, instead of the current 10 full and 4 partial shifts. He also provided an analysis on shift swaps, and recommended the Board adopt the County’s proposals for said paragraphs, as shown in Exhibit L.

Attorney Mierzwa described the Union’s proposed changes to Article 19, Shift Exchange, Paragraphs 19.01, 19.02, 19.03, 19.04 and 19.05. He said the firefighters’ workweek consists of 24 hours on duty followed by 48 hours off duty, totaling about 56 hours per week, compared to other departments who usually work 40 hours per week. He pointed out that for a 7-day week, a firefighter is either scheduled to work 48 hours (2 shifts), or 72 hours (3 shifts), depending on the week. In addition, he discussed shift exchanges within the department and made comparisons among neighboring Counties; he also made comparisons with Union Business Banks. He concluded by saying the Union’s position is that in the absence of a Union Business Bank, they proposed status quo on shift exchanges.

**F. Article 26 – Medical Leave and Disability Leave**  
15 minutes each, County presents first

7:44  
p.m.

Attorney Mandel explained the County’s proposed changes to Article 26 - Medical Leave and Disability Leave, Paragraphs 26.01, existing 26.03, newly numbered 26.03, newly numbered 26.05, newly numbered 26.06, and newly numbered 26.09. He stated that the County’s proposal was an attempt to reduce sick leave accruals and payouts upon separation from employment, and be consistent with the reductions that had occurred County-wide. The changes would bring the use of medical leave under control to reduce overtime costs and to lessen staffing nightmares that the division has been facing. He recommended the Board approve the County’s proposals, as shown in Exhibit M.

Attorney Mierzwa stated that under Article 26, Medical Leave and Disability Leave, the firefighters had made economic and non-economic concessions to preserve medical and disability leave, but the County Administrator’s proposal would cut the maximum cap for medical leave by

50% for over two-thirds of the firefighters currently employed, and 70% for new firefighters. He stressed that firefighters need to have sufficient medical leave to fully recover from an injury or illness; and thereafter presented medical leave maximum accrual comparisons among neighboring Counties. He disclosed that the Union had proposed a Post Employment Health Plan (PEHP) be offered by Nationwide Insurance during the negotiations, but it was rejected. He did not think the County's proposals for Paragraphs 26.01, newly numbered 26.03, newly numbered Paragraph 26.05, or newly numbered Paragraph 26.06, made sense; and did not think they were supported by evidence. He recommended Article 26 remain status quo.

**G. Article 28 – Annual Leave**

10 minutes each, County presents first

8:00  
p.m.

Attorney Mandel said the issues under Article 28, Annual Leave, were pertaining to Paragraphs 28.01, 28.02, and 28.03. He pointed out that the County's proposal was an attempt to reduce the annual leave accruals and payouts upon separation from employment, consistent to what was done County-wide (internal consistency). He indicated that the change would only apply to those hired after the ratification of the CBA. He recommended the Board approve the County's proposal on the said Paragraphs, as shown in Exhibit N.

Attorney Mierzwa voiced concern that under Article 28, Annual Leave, the County Administrator's proposal would place the firefighters at the lowest rate of annual accrual, which would be problematic and unfair in light of their 56-hour work week. He emphasized, after showing comparisons with neighboring counties, that the County Administrator's proposals would put the Indian River Firefighters at the bottom of every benefit. He stressed that this information would quickly spread to all workers, and soon Indian River County would be experiencing turn-over and hiring problems. He urged the Board not to further destroy the morale of the department.

**H. Article 33 – Incentive Pay**

15 minutes each, Union presents first

8:06  
p.m.

Attorney Mierzwa announced that Paragraph 33.10 was the only paragraph under Article 33 that remained in dispute. He reported that the County's budget had been funding 86 solo paramedic incentive slots annually, but the Fire Chief had not filled them, which is why the Union wanted to keep the language that the County would fund the slots, and add the language that the Fire Chief would fill them, because failure to do so, negatively impacts the ability for employees to take vacations, choose Kelly Days, and engage in shift exchanges. He also requested the Board adopt the language that would allow the State Certified Medical Director to approve protocolled paramedics to function as solo medics.



Attorney Mandel explained the County's proposal was to change the language in Paragraph 33.10. He said the County has a lead paramedic that is assigned to each piece of apparatus, and that person is paid an incentive ranging from \$3,000 to \$47,000 per year, to provide lead paramedic service. He described the qualifications and functions of a lead paramedic, how individuals were selected, what they were responsible for, and the process for filling vacancies. He felt that funding 86 solo paramedic slots was a reasonable number, which covered the 60 people required for each shift, plus an additional 26 people that would cover all the vacancies. He said the cost to make all the folks who were eligible to become lead paramedics, would cost the County about \$200,000+ a year. He relayed that the Special Magistrate recommended against this, and asked the Board to approve the County's proposed language, with a caveat to change the incentive to be paid from an hourly rate to a day rate.

Attorney Mierzwa questioned why the department could overrule the decision of the Medical Director, and stressed that protocol medics should be allowed to function as protocol medics.

**I. Article 34 – Salaries**

15 minutes each, County presents first

9:07  
p.m.

Attorney Mandel said the only Paragraph in Article 34 that was in dispute was Paragraph 34.02, the amount of the wage increases for each of the fiscal years of the contract, and whether the wage increases should be applied prospectively or retroactively. He provided past history relating to full-time personnel; proposals from Fiscal Years 2013 through 2015; and the Emergency Services District Fund Balance/Reserves. He informed the Board that the County was recommending the Special Magistrate's proposal; effective upon ratification, through September 30, 2015, a 3% COLA increase, a 5% step increase under the existing step plan, and a \$1,500 lump sum payment for topped-out employees. He urged the Board to reject the Union's proposal and adopt the County's proposed language in Paragraph 34.0, Exhibit P.

Attorney Mierzwa did not agree that characterizing the proposal as 8% was correct since a step increase is not the same as a pay increase, and only half the employees get the step increases. He reviewed the County Administrator's proposals and changes since Fiscal Year 2013, and proposed a continuation of the step plan that was frozen many years ago. He presented history and salary comparisons with neighboring Counties; spoke about the individuals who left Indian River County to work elsewhere; emphasized that Local 2201 had not received a pay increase in 7½ years; and reiterated their proposal for a 3% pay increase. He concluded by stating that the Indian River County firefighters were on the bottom in all comparisons, and were not asking for a catch-up raise of 10%,

but a 3% raise for FY 2013-2014, which had already been budgeted.

Attorney Mandel addressed Attorney Mierzwa's comments regarding wage increases; he pointed out that the Teamsters had also given back step increases in FY years 2008-2009 and 2009-2010, and went without a COLA for seven years, like other County employees; and he said he supported the County's goal of keeping internal equity. He emphasized that the County had not proposed retroactivity, because none of the cost saving measures that the Union implemented were being applied retroactively. He reported that the County's ranges were comparable with Brevard, and if the County were to give a 3% COLA and raise the ranges by 3% on the minimums and maximums, Indian River County would be higher than Brevard County in every category. He addressed issues of turn-over, noting the average for resignations was 3.2%, and he did not consider it to be at a critical level. He suggested that instead of giving a 3.0% COLA increase for FY 2014-2015, the Board might consider offering a 5.5% COLA increase for FY 2014-2015, and give a 2.5% step increase under the revised step plan, then everyone in the bargaining unit would receive a 5.5% COLA, and those topped-out would receive \$1,500.

**J. Article 37 – Duration and Renewal**  
5 minutes each, County presents first

10:55  
p.m.

Attorney Mandel said the issue in Article 37, under Paragraph 37.01, was the duration of the contract - should it be a 2-year or a 3-year contract. He said the Union's proposal was to have the contract end September 30, 2015 (FY 2014-2015), and the County's proposal was for it to end on September 30, 2016 (FY 2015-2016). He urged the Board to approve the County Administrator's recommendation for the contract to run until September 30, 2016, to give the parties a chance to fairly evaluate the new CBA.

Attorney Mierzwa rebutted the County's proposal, reasoning that since Exhibit P of Article 34 – Salaries, was just adopted, the contract should end in FY 2014-2015.

**6. BOARD OF COUNTY COMMISSIONERS DISCUSSION AND ACTION**

**A. Article 14 – Uniforms and Equipment**

9:50  
a.m.

The Commissioners sought and received information relating to uniforms, equipment, mask fit testing, and allotting sufficient funds to provide initial allotments and replacements.

Emergency Services Director John King informed the Board that he kept an inventory of the most common sizes, and was able to replace safety equipment quickly.



The Chairman opened the floor to public comments.

The following individuals spoke in support of the Union's proposal for changing the uniform and equipment language in Article 14:

Roger Van Kramer  
Kurt Vroman  
Francine Brown  
Steve Murdock  
Nicole Tessier  
Steven Provost  
John Kurutz  
Dave Ginsburg  
Steve Cullin  
Dave Bell

Walter Geiger, Indian River County Taxpayers Association Director, did not think uniforms or equipment should be replaced until they were out of condition. He supported the County Administrator's recommendation.

Discussions ensued throughout the speakers' comments as Commissioners posed questions and expressed opinions.

Commissioner O'Bryan offered to meet with any firefighter that wished to discuss issues and concerns.

*(Clerk's Note: The Motion for Paragraph 14.02 was made prior to the Motion for Paragraph 14.01)*

**MOTION WAS MADE** by Commissioner O'Bryan, **SECONDED** by Vice Chairman Solari, to adopt the County's proposal on Paragraph 14.02, as unchanged and shown in Exhibit G to the County Administrator's recommendation.

There was a brief discussion regarding inventory management and the process for issuing uniforms.

The Chairman **CALLED THE QUESTION** and the Motion carried unanimously.

**ON MOTION** by Commissioner O'Bryan, **SECONDED** by Vice Chairman Solari, the Board unanimously adopted the County's modified proposal for Paragraph 14.01, with the following language change: "...allocate sufficient funds to provide..."

Paragraph 14.01 now reads as follows:

The Employer will ~~allot sufficient funds per employee per year~~ allocate sufficient funds to provide an initial allotment, and replacement in accordance with Article 14.02, for trousers (style to be determined by management), shirts, t-shirts, short-sleeve and long-sleeve polo shirts, shoes, hats, ~~windbreakers, winter jackets,~~ job shirts, jumpsuits, cap, badge and name plate. The Employer also will provide protective clothing and devices; bunker coat and bunker pants made of Nomex or similar material, boots, helmets, shatter-resistant face shield, gloves, safety glasses for welding and metal cutting, and any other safety equipment deemed necessary by management.

The Chairman called for a break at 11:09 a.m., and reconvened the meeting at 11:17 a.m., with all members present.

**B. Article 15 – Safety and Health**

11:17  
a.m.

The Board sought and received information and clarification from the Attorneys during their presentations on safety and health.

Management and Budget Director Jason Brown explained the process of a workers' compensation claim and the testing involved. He stated that last week, his office resolved the scope of testing to be performed by the outside Workers' Compensation Council, and noted that it was scheduled for the near future.

Chairman Davis agreed that the language in the contract was vague; stated that the mold in the fire stations was inexcusable; and was not convinced that the proposed language would help the situation.

MOTION WAS MADE by Commissioner O'Bryan, SECONDED by Vice Chairman Solari, to adopt the County's proposal on Paragraph 15.01, as unchanged and shown in Exhibit I to the County Administrator's recommendation.

Discussion ensued regarding funding issues, concerns that it took three months to hold the workplace safety committee meeting, and the language that the Union wanted added to Paragraph 15.01.

The following individuals spoke in support of adding additional safety and health language to Article 15:

Kurt Vroman  
Roger Van Kramer  
Peter Hesby  
John Wallace  
Dustin Hawkins

Francine Brown  
Steven Provost  
Steve Cullin  
Pam Lewis  
Jennifer Gentry Garry  
Ruthie Chesney  
Meredith Jones  
Brandon Phillips  
Amanda Murdock  
Dave Ginsburg

Mr. Geiger did not believe an arbitrator would have the necessary training or expertise in health and safety matters, if there was an appeal on whether the County violated health and safety standards.

Attorney Reingold explained that the Board was limited on what they could deal with in today's meeting, and made it clear that the real issue was the proposed changes. He said the Board was not in the posture to address issues that fall outside the Articles in debate/impasse.

The Chairman CALLED THE QUESTION, and by a 4-1 vote (Commissioner Flescher opposed), the Motion carried. The Board approved no change to Paragraph 15.01.

Commissioner O'Bryan emphasized, "no more delays," and directed staff to contact the company that would be conducting the fire station inspections, and insist that they do it no later than the end of next week so the County can move forward with remediation.

Mr. O'Connor felt it would be prudent to remove the firefighters from the unhealthy stations as soon as possible. He asked the County Attorney to add this issue to the next Board of County Commission meeting.

Commissioner Zorc asked staff to have options in place for temporary housing, should the test results come back positive.

The Chairman called for a break at 2:03 p.m., and reconvened the meeting at 2:13 p.m., with all members present.

**C. Article 17 – Staffing**

11:28  
a.m.

ON MOTION by Commissioner Flescher, SECONDED by Commissioner O'Bryan, the Board unanimously adopted the County's proposal on Paragraph 17.02, shown as Exhibit J to the County Administrator's recommendation.

Paragraph 17.02 now reads as follows:

“As a general rule, ~~(6) employees per shift may be granted leave and one (1) employee per shift may be granted a Kelly day by the Fire Chief. The County may allow eight (8) employees off on approved leave per shift. Approved leave shall be defined as Annual Leave, PT day (if any), or Kelly Days. Up to two of the eight employees granted leave may be on Kelly days per shift. Kelly days shall be selected first.~~ Any additional employee leave may be granted only with special approval of the Emergency Services Director ~~Fire Chief.~~”

2:13  
p.m.

**D. Article 18 – Vacancies and Promotions**

There was a lengthy discussion/debate regarding vacancies, testing and promotions, and promoting from outside the department.

The following individuals spoke in support of the Union’s proposal to add additional language to Article 18, Vacancies and Promotions:

Steven Provost  
Garry Hughes  
Jimmy Holbrook  
Wayne Howard  
Nick Diaz  
Roger Van Kramer  
Steve Abernathy

Attorneys Mandel and Mierzwa agreed there would be no changes made to Paragraph 18.02, which dealt with promotional examinations.

Attorney Mendel withdrew the proposed verbiage in newly numbered Paragraph 18.03. Attorney Reingold clarified with Attorney Mendel that his proposal would delete the following verbiage of the last sentence: “If all employees offered the promotion reject it (a minimum of three employees shall be offered the promotion), the Emergency Services Director shall have the authority to appoint an individual from outside the bargaining unit, or hire an individual from outside the District, for the position.”

Director King said he would support going back to promotions that are done through the Promotional Board as long as education could be considered on who gets selected.

Commissioner O’Bryan wanted to get the contract in place, then come back and negotiate how to narrow the gap and make it more attractive to move up in ranks, but for now, he wanted staff to move forward with a financial analysis.

*(Clerk's Note: The Motion for Paragraphs 18.08 and 18.09 were made prior to the Motion for Paragraph 18.03.)*

**ON MOTION** by Commissioner O'Bryan, **SECONDED** by Commissioner Flescher, the Board unanimously adopted the Union's proposal on newly numbered Paragraphs 18.08 and 18.09, which would keep the status quo.

Commissioner O'Bryan clarified that the current evaluation system would remain in place and there would be no specific points awarded for educational credits.

**ON MOTION** by Commissioner O'Bryan, **SECONDED** by Commissioner Flescher, the Board unanimously adopted the County's proposal on newly numbered Paragraph 18.03, shown in Exhibit K to the County Administrator's recommendation, with the deletion of the last sentence.

Newly numbered Paragraph 18.03. now reads as follows:

The Promotion Board shall be composed of the Assistant Chief, three (3) Battalion Chiefs, three (3) Captains, and one (1) member of the Union or his designee who will be elected by the bargaining unit. The Promotion Board shall rank all of the candidates, and shall forward the top three entire list of ranked candidates to the Emergency Services Director. The rankings shall be determined based upon a point system formulated in Article/Section 18.078 and 18.089. The Emergency Services Director shall select from the top three candidates the individual he believes, in his discretion, is most qualified for the position. Once the selection is made, the list shall automatically reset to advance the next highest-ranked candidate to the top three. In the event there are fewer than three employees on the promotional list, or the list is exhausted, the Emergency Services Director shall have the authority to appoint an employee who is not on the promotional list that the Emergency Services Director believes, in his discretion, is most qualified for the position; provided that the employee selected must be qualified to work out-of-classification for the position. In appointing an employee who is not on the list, the Emergency Services Director shall consider the employee's job performance, disciplinary actions, college degrees, additional training courses, certifications, leadership, attitude, attendance, and seniority. No appointed employee shall be forced to accept a promotion. If all employees offered the promotion reject it (a minimum of three employees shall be offered the promotion), the Emergency Services Director shall have the authority to appoint an individual from the outside the bargaining unit, or hire an individual from outside the District, for the position.

The Chairman called for a break at 3:30 p.m., and reconvened the meeting at 3:45 p.m., with all members present.

3:45  
p.m.

**E. Article 19 – Shift Exchanges**

Articles 19, 26, and 28 were combined since they were interrelated.

Discussion ensued throughout the Attorneys’ presentations on shift exchanges, as Commissioners posed questions and expressed opinions.

Commissioner O’Bryan questioned whether adding the word “scheduled” to Paragraph 26.04, would resolve the situation regarding medical, dental, optical, or chiropractic examinations or treatment being scheduled 72 hours in advance; commented on shift swaps; revealed that Fort Lauderdale had a shift limit policy similar to what this County was proposing; liked the proposal that shifts need to be paid back; and thought Indian River County should be competitive with neighboring Counties.

Further discussion ensued regarding shift exchanges; individuals working out of rank; and the difficulties firefighters face when trying to obtain their required training.

Commissioner Flescher believed there needed to be a carveout for the individuals trying to meet the obligations of the agency.

Director King was in favor of having a carveout to help probationary employees meet their minimum requirements.

Mr. Connor said there was no incentive to seek training because the Administration’s stance was that training should be on the individual’s own time and expense; therefore, why would anyone want to spend their shift exchanges going to a class when they would not be reimbursed.

Attorney Mierzwa said the Union was not opposed to shift exchange restrictions, and would be willing to entertain the County’s proposal as long as the standby for union business was excluded.

The following individuals spoke in support of the Union’s proposals for Article 19 – Shift Exchange; Article 26 – Medical Leave and Disability; and Article 28 – Annual Leave:

- Wayne Howard
- Christen Brewer
- Francine Brown
- Jennifer Gentry Garry
- James Holbrook
- Roger Van Kramer
- Donna Garofalo
- Joe Walls
- Kurt Vroman



Mr. Geiger opposed giving the firefighters more shift exchanges. He felt the rules needed to be changed, so the 10% abusing the system would be forced to comply. He also opposed giving the firefighters additional annual and sick leave, believing they should accrue the same amount as other County employees.

Discussion ensued throughout the speaker's comments regarding the abuse of sick leave; operational needs; potential carveouts; and limitations.

Attorney Mandel pointed out that he had suggested at the Special Magistrate hearing, giving a carveout for the Firefighters Fair, and giving extra leave or extra shift exchanges for Union business, and it was accepted.

Attorney Mierzwa responded that if the County did not carveout Union business, there would never be an agreement reached on the restrictions.

MOTION WAS MADE by Commissioner Flescher, SECONDED by Vice Chairman Solari, to adopt the County's proposal on Paragraphs 19.01, 19.02, 19.03, 19.04 and 19.05, with a caveat under Paragraph 19.01 that the Emergency Services Director may provide a carveout for union business, the Firefighters' Fair, and education.

Further discussion ensued regarding shift exchanges and the consideration of an automated tracking process.

Commissioner Flescher asked if the motion, which includes the carveouts, would address all of the Union Representatives' concerns.

Mr. O'Connor said the Union would be willing to accept unlimited shift exchanges for rank-for-rank, solo-for-solo, and out-of-rank for out-of-rank; and potential carveouts for the standby arrangements for the Fair, union business, and medical leave.

Commissioner O'Bryan did not like that the Motion included Paragraph 19.05, which was charging sick leave at twice the rate used, or the open-endedness of the carveouts. He preferred seeing a fixed number for all the work related to the Fair, and asked if the Motion could be amended so the Fair Chairman or his designee could assign 70 stand-by arrangements, and the Union President or his designee do the same. He also wished to adopt the Special Magistrate's recommendation that employees may exchange "up to a maximum of 12 full shifts and 6 partial shifts per fiscal year."

After a brief discussion, it was decided to remove Paragraph 19.05 from the original motion; therefore Paragraph 19.05 will remain unchanged.

MOTION WAS AMENDED by Commissioner Flescher, SECONDED by Vice Chairman Solari, to adopt the County's proposals as follows: (1) Paragraph 19.01: (a) change "...up to a maximum of twelve (12) shifts or partial shifts of four (4) hours or more and six (6) partial shifts less than four (4) hours each fiscal year..."; (b) add the Chief may provide a carveout for education; (c) add the Firefighters' Fair Chairman may assign up to 70 full or partial standby arrangements each fiscal year; and (d) add the Union President may assign up to 70 full or partial standby arrangements; (2) adopt Paragraph 19.02 unchanged; (3) adopt Paragraph 19.03 unchanged; and (4) adopt Paragraph 19.04 unchanged; all shown in Exhibit L to the County Administrator's recommendation.

Paragraph 19.01 now reads as follows:

Effective the beginning of the first pay period after Union ratification and County approval of this Agreement, Employees may exchange shifts up to a maximum of ~~ten (10)~~ twelve (12) shifts or partial shifts of four (4) hours or more and ~~four (4)~~ six (6) partial shifts less than four (4) hours each fiscal year when the change does not interfere with the operations of the Fire Department, and when prior approval is granted at the discretion of the Emergency Services Director or his designee or her representative. Each shift or partial shift exchange shall be considered an occurrence. Shift or partial shift exchanges are limited to no more than 3 occurrences consecutively regardless of the fiscal year they would occur. Any leave contemplated under this agreement taken between shift exchanges shall be considered an occurrence towards the 3 consecutive limit, but not towards the fiscal year total, under this section. Chit forms or any other method authorized by the Emergency Services Director shall be used for this purpose. The Chief may provide a carveout for education. The Firefighters' Fair Chairman may assign up to 70 full or partial standby arrangements each fiscal year, and the Union President may assign up to 70 full or partial standby arrangements.

Attorney Reingold clarified that there was now only one carveout, whereby the Emergency Services Director may provide a carveout for education. The carveouts for Union business and the Firefighter Fair would now be under "up to 70 full or partial standby arrangements."

The Chairman CALLED THE QUESTION and the Amended Motion carried unanimously.

The Chairman called for a break at 7:35 p.m., and reconvened the meeting at 7:44 p.m., with all members present.

**F. Article 26 – Medical Leave and Disability Leave**

7:44  
p.m.

Discussion ensued among the Board and the Attorney's regarding scheduled appointments, sick leave, and medical leave.

Commissioner O'Bryan wanted to do what would be best for the public's interest, as well as the interest of the public employees, and based on that standard, he did not want to adopt newly numbered Paragraph 26.03.B., which limits the existing employees to no more than 50 days and will leave them equal with other employees in newly numbered 26.03.A.; and for newly numbered 26.03.C., instead of new employees receiving 30 days medical leave, he recommended increasing the number to 50 days of medical leave.

Director Brown asked the Board to consider striking the following language from Paragraph 26.03.A., "...and who have a balance on that date that equals or exceeds fifty (50) days" He wanted the paragraph to state, "...for employees hired before ratification of the Agreement..."

ON MOTION by Commissioner O'Bryan, SECONDED by Commissioner Flescher, the Board unanimously adopted the County's proposal to: (1) add the following sentence at the end of Paragraph 26.01.C.: For shift employees, each shift or partial shift that the employee is absent shall be an "occurrence."; (2) delete old Paragraph 26.03; (3) adopt newly numbered and modified 26.03.A. to read, "for employees hired before ratification of the Agreement..."; (4) delete newly numbered 26.03.B; and (5) adopt newly numbered 26.03.C. with a modification that medical leave shall not exceed "...fifty (50) days at any time."; all shown in Exhibit M to the County Administrator's recommendation.

Paragraph 26.01.C. now reads as follows:

Frequent claiming of benefits under this rule will constitute grounds for the assumption by the Emergency Services Director that the physical condition of the employee is below the standard necessary for the proper performance of duties. Likewise, evidence of malingering or the abuse of this benefit will constitute grounds for prompt dismissal or disciplinary action by the Emergency Services Director. Employees suspected of abusing leave will be placed on notice and will be required to submit a doctor's note upon their return to work. Abuse of leave shall be defined as three occurrences in a 90 day period. For shift employees, each shift or partial shift that the employee is absent shall be an "occurrence."

Newly numbered Paragraph 26.03.A. now reads as follows:

For employees hired before the beginning of the first pay period after Union ratification and County approval of this Agreement, ~~and who have a balance on that date that equals or exceeds fifty (50) days,~~ for employees hired before ratification of the Agreement ~~Medical~~ medical leave may be accumulated for a total of no more than one hundred (100) days at the employee's anniversary date.

Newly numbered Paragraph 26.03.C. reads as follows:

For employees hired on or after the beginning of the first pay period after Union ratification and County approval of this Agreement, medical leave shall not exceed ~~thirty (30)~~ fifty (50) days at any time.

ON MOTION by Commissioner O’Bryan, SECONDED by Vice Chairman Solari, the Board unanimously adopted the County’s proposal on: (1) newly numbered Paragraphs 26.05.B. and 26.05.C.; and (2 ) newly numbered Paragraph 26.05.D. with the word “scheduled” inserted before “medical leave”; all shown in Exhibit M to the County Administrator’s recommendation.

Paragraph 26.05.B. reads as follows:

Medical leave used adjacent to any other approved leave will not be authorized unless the employee submits medical certification at least 24 hours prior to reporting for work.

Paragraph 26.05.C. reads as follows:

Use of medical leave in the last 30 days of employment with the County shall not be permitted unless approved by the Emergency Services Director or his designee.

Newly numbered Paragraph 26.05.D. reads as follows:

Any request for scheduled medical leave authorized under Article 26.04 (B.) shall be requested 72 hours in advance.

ON MOTION by Commissioner O’Bryan, SECONDED by Chairman Davis, the Board unanimously adopted the County’s proposal on: (1) newly numbered Paragraph 26.06.A. to add “For shift employees, medical leave time shall be charged to the employee in 24-hour increments unless the employee has requested approval 72 hours in advance and received approval from the Emergency Services Director or his designee to use less than 24 hours.”; and delete “for the actual time the employee is away from work.”; (2) newly numbered Paragraph 26.06.B. to add “Where approved for less than 24-hour increments...,”; and (3) newly numbered Paragraph 26.C. to add “Employees who are unable to complete their shift due to illness shall provide medical certification at least 24 hours prior to reporting for work.”; all shown in Exhibit M to the County Administrator’s recommendation.

Newly numbered Paragraph 26.06.A. now reads as follows:

For shift employees, ~~M~~medical leave time shall be charged to the employee in 24-hour increments unless the employee has requested approval 72 hours in advance and received approval from the Emergency Services Director or his designee to use less than 24 hours ~~for the actual time the employee is away from work.~~

Newly numbered Paragraph 26.06.B. now reads as follows:

Where approved for less than 24-hour increments, ~~M~~medical leave will be charged in not less than one (1) hour minimum period for time less than one (1) day.

Newly numbered Paragraph 26.C. now reads as follows:

Employees who are unable to complete their shift due to illness shall provide medical certification at least 24 hours prior to reporting for work.

ON MOTION by Commissioner O’Bryan, SECONDED by Vice Chairman Solari, the Board unanimously adopted the County proposal on: (1) Paragraph 26.09.A., with a change of verbiage, “...up to a maximum of twenty-five (25) days, upon retirement or death.”; and (2) Paragraph 26.09.B. with the deletion of the wording “who have fifty (50) days or more of accrued medical leave on that date,”; shown in Exhibit M to the County Administrator’s recommendation.

Paragraph 26.09.C. was not adopted.

Paragraph 26.09.A. now reads as follows:

Employees hired on or after the beginning of the first pay period after Union ratification and County approval of this Agreement, and who have ten or more years service with the County at the time of separation, shall receive 100% of the base rate of pay for one-half of all unused medical leave, up to a maximum of ~~fifteen (15)~~ twenty five (25) days, upon retirement or death. Upon resignation or termination for cause of an employee from the Employer’s services, all medical leave, current and accumulated, will be forfeited.

Paragraph 26.09.B. now reads as follows:

Employees hired prior to the beginning of the first pay period after Union ratification and County approval of this Agreement, ~~and who have fifty (50) days or more of accrued medical leave on that date,~~ shall receive 100% of the base rate of pay for all unused medical leave, up to a maximum of one hundred (100) days, upon retirement in accordance with existing retirement plans or death. ~~Employees retiring in accordance with existing retirement plans or having died will receive 100% of the base rate of pay for medical leave days accumulated.~~

**G. Article 28 – Annual Leave**

8:00  
p.m.

MOTION WAS MADE by Commissioner O’Bryan, SECONDED by Vice Chairman Solari, to adopt the County’s proposal on the following: (1) Paragraph 28.01(3) add the verbiage, “...employees hired prior to the beginning of the first pay period after Union ratification and County approval of this Agreement shall earn...”; (2) Paragraph 28.02 add the verbiage “For employees hired prior to the beginning of the first pay period

after Union ratification and County approval of this Agreement,” and “...and for employees hired on or after the beginning of the first pay period after Union ratification and County approval of this Agreement, thirty (30) days may be carried over from year to year;...”; and (3) Paragraph 28.03 add the verbiage “For employees hired prior to the beginning of the first pay period after Union ratification and County approval of this Agreement...”; and “Employees hired on or after the beginning of the first pay period after Union ratification and County approval of this Agreement will be eligible to receive payment for accrued annual leave up to 500 hours, or the maximum hours allowed by the Florida Division of Retirement at the time, whichever is less, in total.”; ; all shown in Exhibit N to the County Administrator’s recommendation.

Paragraph 28.01(3) now reads as follows:

For each additional year of continuous employment, employees hired prior to the beginning of the first pay period after Union ratification and County approval of this Agreement shall earn an additional day of vacation shall be earned up to a maximum of twenty-one (21) days per year for shift employees and twenty (20) days per year for non-shift employees:

CONTINUOUS EMPLOYMENT	ANNUAL DAYS EARNED	
	SHIFT	NON-SHIFT
11 YEARS	17 DAYS	16 DAYS
12 YEARS	18 DAYS	17 DAYS
13 YEARS	19 DAYS	18 DAYS
14 YEARS	20 DAYS	19 DAYS
15 YEARS	21 DAYS	20 DAYS

Paragraph 28.02 now reads as follows: For employees hired prior to the beginning of the first pay period after Union ratification and County approval of this Agreement, ~~F~~forty-two (42) days may be carried over from year to year; and for employees hired on or after the beginning of the first pay period after Union ratification and County approval of this Agreement, thirty (30) days may be carried over from year to year; however, an employee shall not be allowed more than thirty (30) days annual leave in a one-half (1/2) year period.

Paragraph 28.03 now reads as follows: For employees hired prior to the beginning of the first pay period after Union ratification and County approval of this Agreement, ~~E~~mployer rules and regulations will apply regarding notification and/or pay for annual leave earned above 500 hours. Employees retiring after entering the DROP will be eligible to receive up to 300 hours of leave upon separation. Employees hired on or after the beginning of the first pay period after Union ratification and County approval of this Agreement will be eligible to receive payment for accrued



annual leave up to 500 hours, or the maximum hours allowed by the Florida Division of Retirement at the time, whichever is less, in total.

Chairman Davis explained the annual leave verbiage that was added.

The Chairman CALLED THE QUESTION and the Motion carried unanimously.

**H. Article 33 – Incentive Pay**

8:06  
p.m.

The Board sought and received further clarification relative to the coverage at the Fire Stations, and filling slots for FY 2013-2014.

Commissioner O’Bryan calculated and analyzed the 86 solo incentive slots, and felt there needed to be more than five solo paramedics per day available to fill in. He wanted to see eight abled bodies per day available so it would reduce the overtime and the mandatories.

Director King said he would be okay with Commissioner O’Bryan’s suggestion.

The following individuals spoke in support of the Union’s proposed language changes in Article 33 – Incentive Pay:

Roger Van Kramer  
Jason Judson  
Kurt Vroman  
Joe Walls  
Garry Hughes  
Donna Garofalo

Discussion ensued regarding solo paramedics; creating an environment that would train and keep the solo paramedics in Indian River County; and having 86 abled bodies on duty at one time.

MOTION WAS MADE by Commissioner Zorc, SECONDED by Commissioner O’Bryan, to adopt the County’s proposal on: (1) Paragraph 33.10, adding the following verbiage after “discretion”, “...effective on ratification or imposition of this Article, the County will fill 86 slots, and additional slots will be filled as stations come on line.”; and (2) changing the pay from an hourly to daily rate; shown in Exhibit O to the County Administrator’s recommendation.

Paragraph 33.10 now reads as follows:

To be filled at the Emergency Services Director’s discretion, ~~the County will fund 74 Solo Incentive slots effective October 1, 2008. No more than an additional six slots will be funded for FY 2009/2010 for a total of 80 slots.~~

~~No more than an additional six slots will be funded for FY 2010/2011 for a total of 86 slots. effective on ratification or imposition of this Article, the County will fill 86 slots, and additional slots will be filled as stations come on line.~~ Upon the expiration of this Agreement, future additions of Solo slots will be subject to collective bargaining. The Solo Incentive will be paid as follows:

Months of Service	Non 7(k) Exempt	7(k) Exempt
0 – 36 months	<del>\$.90 per hour \$10.80/day</del>	<del>\$1.00 per hour \$12/day</del>
37 – 72 months	<del>\$1.26 per hour \$15.12/day</del>	<del>\$1.40 per hour \$16.80/day</del>
Over 72 months	<del>\$1.62 per hour \$19.44/day</del>	<del>\$1.80 per hour \$21.60/day</del>

The amount of additional pay for Solo Paramedic status shall be paid bi-weekly as long as the employee maintains their solo paramedic status.

A brief discussion ensued regarding the County filling 86 slots, and the daily rates versus the hourly rates of pay.

The Chairman CALLED THE QUESTION and the Motion carried unanimously.

**I. Article 34 – Salaries**

9:07  
p.m.

The Board sought and received information and clarification throughout the Attorneys’ presentations.

MOTION WAS MADE by Vice Chairman Solari, SECONDED by Commissioner Zorc to adopt the County’s proposal for Paragraph 34.02.B., as shown in Exhibit P to the County Administrator’s recommendation, with the COLA to be a 5.5% increase, and a 2.5% step increase, effective upon ratification.

Mr. O’Connor disclosed that if their bargaining unit does not ratify the contract, Local 2201 would receive zero.

The following individuals supported the Union’s proposal of a 3% COLA increase and a 5% step increase:

- Nicole Tessier
- Joe Rumian, Martin County Firefighter
- Kurt Vroman
- Keith Chisholm
- Christen Brewer
- Chris Fabarkus
- Roger Van Kramer
- John Cantiello

Attorney Reingold clarified the language in the County's proposal.

Commissioner Zorc withdrew his SECOND, and the MOTION DIED.

Commissioner O'Bryan conveyed that the Commissioners were tasked with taking the actions they deem to be in the public interest, as well as the interest of the public employees, and the Board has to weigh the impacts of the decisions they make, look at the overall big picture, and how the economy affects everyone.

MOTION WAS MADE by Commissioner O'Bryan, SECONDED by Vice Chairman Solari, to adopt the County's proposal for Paragraphs 34.02.A., 34.02.B., 34.02.C., and 34.02.D., as shown in Exhibit P to the County Administrator's recommendation.

Paragraph 34.02.A. now reads as follows:

For Fiscal Year 2013-14, bargaining unit employees will not receive cost of living, step, or other wage increases. For fiscal year FY 2008/2009, bargaining unit employees will receive the same cost of living increase, if any, provided to the County's general, non-bargaining unit employees. For fiscal years FY 2009/2010 and FY 2010/2011, the parties mutually agree to reopen this section and collectively bargain future cost-of-living increases. The pay scales for all positions with the bargaining unit will be adjusted accordingly. All bargaining unit employees will proceed to the next step of their respective pay scale effective the first full pay period in April of FY 2008/2009; FY 2009/2010; and FY 2010/2011. All bargaining unit employees at the maximum step shall receive a \$1000 lump sum effective the first full pay period in April of FY 2008/2009; FY 2009/2010; and FY 2010/2011. Any step moves or lump sum payments after the expiration of this Agreement shall be subject to collective bargaining.

Paragraph 34.02.B. reads as follows:

For Fiscal Year 2014-15, effective the beginning of the first pay period after Union ratification and County approval of this Agreement, all bargaining unit employees shall receive a three percent (3%) cost-of-living increase by way of 3% being added to each step of the current pay plans. In addition, effective the beginning of the first pay period after Union ratification and County approval of this Agreement, eligible employees shall receive a step increase. Employees who do not receive step/pay level increases will receive a lump sum payment of \$1500, with the proviso this sum will be paid in three \$500 increments due (1) the beginning of the first pay period after Union ratification and County approval of this Agreement, (2) May 1, 2015 and (3) July 1, 2015.

Paragraph 34.02.C. reads as follows:

For Fiscal Year 2015-16, bargaining unit employees shall receive the cost-of-living increases, if any, mutually agreed to by the County and Local 2201. In addition, for fiscal year 2015-16, employees will be placed in the revised step plans shown in Attachment C, which shall be adjusted by the amount of any cost-of-living increase. Effective the first full pay period following April 1, 2016, employees will proceed to the next step of their respective pay plan.

Paragraph 34.02.D. reads as follows:

Step moves, cost-of-living increases, pay scale adjustments or lump sum payments, if any, after September 30, 2016 shall be established through collective bargaining for a successor Agreement.

Mr. O'Connor remarked that the reason they were here tonight was based on the evidence presented, not just salaries.

The Chairman CALLED THE QUESTION, and by a 3-2 vote (Commissioners Flescher and Zorc opposed), the Motion carried.

**J. Article 37 – Duration and Renewal**

10:55  
p.m.

Attorney Reingold clarified that the County's proposal was for a 3-year contract, and the Union's proposal was for a 2-year contract. He said if the contract is ratified, and the County approves it, it would be a 3-year contract as proposed by the County; if it is a 2-year contract as proposed by the Union, then it would be for FY 2013-2014 and FY 2014-2015. If it is not ratified or approved, then the contract would be for just FY 2013-2014, and negotiations would start mid-2015.

Commissioner O'Bryan said the only negotiation was the COLA increase, not the entire contract.

ON MOTION by Commissioner O'Bryan, SECONDED by Chairman Davis, the Board by a 4-1 vote (Commissioner Zorc opposed), adopted the County's proposal for Paragraph 37.01, as shown in Exhibit R to the County Administrator's recommendation.

Paragraph 37.01 now reads as follows:

This Agreement shall be in full force and effect from October 1, 2008~~13~~, to September 30, 201~~16~~6. This Agreement shall continue in effect from year-to-year thereafter unless amended or terminated in the manner hereinafter provided. Either party desiring to amend or terminate this contract shall notify the other party in writing by February 1 of the year in which the contract expires.

7. **ADJOURNMENT 11:05 P.M.**

There being no further business, the Chairman declared the meeting adjourned at 11:05 p.m.

ATTEST:

\_\_\_\_\_  
Jeffrey R. Smith, CPA, CGFO, CGMA  
Clerk of Circuit Court and Comptroller

\_\_\_\_\_  
Wesley S. Davis, Chairman

By: \_\_\_\_\_  
Deputy Clerk

Approved: \_\_\_\_\_

LA/2015Impasse Hearing Meeting Minutes