



OFFICE OF INSPECTOR GENERAL PALM BEACH COUNTY

REPORT OF INVESTIGATION CASE NUMBER: 2013-0007

Sheryl G. Steckler
Inspector General

"Enhancing Public Trust in Government"

EXECUTIVE SUMMARY

The Office of Inspector General (OIG) received an anonymous complaint, which advised that sometime in 2011, City Fire Chief Danielle Connor was notified by an unknown individual that City Firefighters belonging to the Union were misusing the Union Time Pool by:

- Using Union Time Pool for non-Union business.
- Receiving overtime payment from the City for the Union member working the shift swap.

According to the anonymous complaint, Chief Connor took corrective action; however, although the misuse of Union Time Pool has decreased, Chief Connor was allegedly still allowing it to continue.

According to Article 7, of the Collective Bargaining Agreement (CBA) between the City of Delray Beach (the City) and the Professional Fire Fighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., "[Union] Employees who are Union officials or their designees may be permitted by the Department Head or his or her designee to swap shifts during the contract year to conduct Union business...All such swapping shall be purely voluntary on the employee's part and shall be solely for the employee's benefit and not that of the City; therefore, no overtime shall be paid as a result of such shift swapping" Additionally, "only authorized Union officials or their designees may withdraw from the [Union] Time Pool for the purpose of conducting Union business..."

Based on the information provided in the anonymous complaint, the OIG initiated an Investigation on April 6, 2013.

ALLEGATIONS AND FINDINGS

Allegation (1):

City of Delray Beach Fire Chief Danielle Connor, after directing the misuse of Union Time Pool to cease, continued to allow City Firefighters belonging to the Union to misuse the Union Time Pool. If supported, the allegation would constitute a violation of Article 7 of the Collective Bargaining Agreement between the City of Delray Beach and the Professional Fire Fighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc.

Finding:

The information obtained does *not support* the allegation.

According to Article 7, of the Collective Bargaining Agreement (CBA) between the City of Delray Beach (the City) and the Professional Fire Fighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., “[Union] Employees who are Union officials or their designees may be permitted by the Department Head or his or her designee to swap shifts during the contract year to conduct Union business...All such swapping shall be purely voluntary on the employee’s part and shall be solely for the employee’s benefit and not that of the City; therefore, no overtime shall be paid as a result of such shift swapping” Additionally, “only authorized Union officials or their designees may withdraw from the [Union] Time Pool for the purpose of conducting Union business...”

According to information provided by the City, various forms are used to document the use of Union Time Pool. The OIG conducted a review of the City’s “Blue Forms¹ (aka Department Leave Form),” “White Forms² (aka Time Pool Form),” and payroll records related to the use of Union Time Pool between January 1, 2011 and December 31, 2012. The OIG’s review disclosed the following:

- Between January 1, 2011 and December 31, 2011, there were 95 occasions in which Union Time Pool was used. Between January 1, 2012 and December 31, 2012, there were 19 occasions in which Union Time Pool was used (an 80% decrease from the previous year).
- According to City payroll records, between January 1, 2011 and December 31, 2012, Union Time Pool was paid in accordance with the CBA.³

Statement of David Harden, former City of Delray Beach Manager

Mr. Harden explained that the Union Time Pool was only to be used for official Union business and that the City should not have incurred any overtime costs associated with its use. Mr. Harden advised that sometime in mid 2012, Chief Connor notified him that she had become aware of an issue involving the misuse of Union Time Pool by City Firefighters belonging to the Union. According to Mr. Harden, Chief Connor advised that the Union Time Pool was being used for reasons other than Union business. Mr. Harden stated that Chief Connor advised that she met with Union officials regarding the misuse of Union Time Pool and notified them that this practice would not be permitted. Mr. Harden stated that he allowed Chief Connor to handle the issue and agreed with her course of action.

¹ According to City Payroll Administrator Glenda Rivera, the “Blue Form” is used by all City Departments to request various types of leave. Ms. Rivera further stated that the “Blue Form” is maintained by the individual Department.

² According to City Fire Department Administrative Assistant Gloria Marsh, the “White Form” is used by the Fire Department and includes verification from the designated Union official that the use of Union Time Pool by the requesting member(s) is for Union business. The “White Form” is submitted with the “Blue Form” for approval.

³ The OIG reviewed one exception that is documented in Chief Connor’s interview with the OIG.

Statement of Gloria Marsh, City of Delray Beach Fire Department Administrative Assistant

Ms. Marsh stated that she did not recall any issues regarding the misuse of Union Time Pool, but noted that approximately one year ago Chief Connor made some changes to the approval process by reviewing the time-off requests and supporting e-mails and/or other documentation. This change included the requirement that the "Blue Forms" be signed by the City Firefighter(s), their immediate supervisor (the Battalion Chief), and the Fire Chief prior to the leave being taken. According to Ms. Marsh, previously, Union Time Pool was taken with little or no proper notification to the Fire Chief until after the time had already been taken.

Statement of Danielle Connor, City of Delray Beach Fire Chief

Chief Connor advised that she has worked for the City Fire Department since 1993. Chief Connor further advised that she was the Acting Fire Chief for 18 months prior to being appointed as the Fire Chief in December 2011. Chief Connor explained that pursuant to the CBA, City Firefighters belonging to the Union are eligible for the use of Union Time Pool, provided that it is for Union-related business.⁴ Chief Connor stated that there is no "money line item" in her budget for the use of Union Time Pool. Chief Connor explained that the use of Union Time Pool is an exchange of hours⁵ between donated time and time being taken (i.e., a "bank of time") by Union members, therefore resulting in no cost to the City. According to Chief Connor, Union members donate their leave to the Union Time Pool and when a member requests leave from the Union Time Pool, the requested time is withdrawn from the same bank (Union Time Pool). Furthermore, the Union has agreed to reimburse the City time and a half for the replacement whose time is also paid from the Union Time Pool. Chief Connor advised that she could only recall one incident during the previous Christmas Holiday (2012) where overtime was paid as a result of staffing issues related to the use of Union Time Pool. Chief Connor stated that on this occasion, she approved the use of Union Time Pool; however, there was not enough staff to cover that shift and overtime had to be paid by the City.⁶ Chief Connor acknowledged that this was an oversight on her part.

Chief Connor explained that in the past, Union members would contact the designated Union official for time off and the Union would then process the paperwork for both the Union member requesting time off and their replacement. Chief Connor advised that between 1 to 1.5 years ago, she was notified by an employee that the Union Time Pool was being misused. According to Chief Connor, she immediately ordered a cease-and-desist so that she could rectify the problem(s), which included her modification of the approval process. Chief Connor advised that previously, the use of Union Time Pool had already been scheduled by Union officials and taken by the respective requestors, all of which was prior to her review and authorization. Chief Connor stated that she

⁴ Chief Connor provided examples such as Union negotiations, disciplinary hearings, Union meetings, campaigning, etc.

⁵ Ms. Marsh explained that if a Union member withdraws 12 hours from the Union Time Pool, that same member has to replenish the Union Time Pool with 18 hours (time and a half), which can be in the form of Personal Holiday(s), Vacation Time, and/or Compensatory Time.

⁶ The OIG's investigation did not disclose any other instance in which overtime was paid by the City related to Union Time Pool during the aforementioned time period.

modified this procedure to include her own approval prior to the time off being taken, as well as advising the Union that the use of the Union Time Pool would only be authorized in accordance with the CBA. Chief Connor stated that since her implementation of new procedures, types of leave using the Union Time Pool that had been approved in the past are no longer authorized. Additionally, the actual amount of Union Time Pool being used has been significantly reduced.

RECOMMENDED CORRECTIVE ACTIONS

Although the allegation was *not supported*, the OIG recommends the following corrective actions:

1. Although administrative procedures have been enacted regarding the use of Union Time Pool in accordance with the Collective Bargaining Agreement, a written policy should be implemented for those procedures.

During the course of the OIG Investigation, Chief Connor implemented a written policy outlining the procedures for use and approval of Union Time Pool.

2. Review the current methodologies for the verification and approval of Union Time Pool and determine whether additional safeguards are necessary.

During the course of the OIG Investigation, Chief Connor advised that in addition to the process she implemented for the verification and approval of Union Time Pool, she has instituted an annual review of such hours and authorizations.

ARTICLE XII, SECTION 2-427

Pursuant to Article XII, Section 2-427 of the Palm Beach County Code, on May 24, 2013, Chief Connor was provided the opportunity to submit a written explanation or rebuttal to the findings as stated in this Investigative Report within ten (10) calendar days. On June 3, 2013, Chief Connor advised that she had no rebuttal to the report.

This Investigation has been conducted in accordance with the ASSOCIATION OF INSPECTORS GENERAL Principles & Quality Standards for Investigations.