

**Collective Bargaining Agreement
between
PALMBEACHCOUNTY
AND
PROFESSIONAL
FIREFIGHTERS/PARAMEDICS OF
PALMBEACHCOUNTY,
LOCAL 2928, IAFF, INC.**

October 1, 2018 through September 30, 2021

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ARTICLE 1 – PREAMBLE

Section 1. This Agreement is entered into by and between PALM BEACH COUNTY, hereinafter referred to as the "County", and the PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC., hereinafter referred to as the "Union".

Section 2. It is contemplated that the members of both Bargaining Units will, at all times, exhibit the high degree of professionalism and moral standards commensurate with the stature of the position of uniformed public servant being entrusted to them.

Section 3. It is the purpose of this Agreement to achieve and maintain harmonious relations between the County and the Union to ensure an accurate line of communications, and clear transmission of facts relating to the workplace, to provide for equitable and peaceful adjustment of grievances which may arise, and to establish fair standards of wages, hours, and other terms and conditions of employment.

Section 4. When the contract refers to an individual/position taking or approving an action, it shall also include designee.

ARTICLE 2 – RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all employees of the Palm Beach County Fire Rescue Department in the main bargaining unit certified by the Public Employees Relations Commission (PERC cert. #RA-84-008), and a Supervisory Bargaining Unit certified by the Public Employees Relations Commission (PERC cert. #RA-93-004) as follows:

COVERED BY THIS AGREEMENT:

Firefighters, Driver Operators, Lieutenants, Captains, ARFF Captains, Special Operations Captains, EMS Captains, Staff Captains, Battalion Chiefs, Communicator III, Communicator Supervisor, Communications Center Training Supervisor, Communications Center Quality Assurance Manager, Alarm Office Manager, Fire-Rescue Communications Coordinator, Integrated Health Paramedic*, Fire-Rescue Building Coordinator, Fire Apparatus Maintenance Superintendent, Fire Apparatus Tech II, Facility Technician, Electronics Technician, Fire Safety Specialist, Materials Manager, T.V. Producer/Director, Fire Rescue Broadcast Facility Coordinator, Fire Rescue Video Production Manager, Wellness Coordinator, Exercise Physiologist, Fire Rescue Support Services Driver, Fire Rescue Inventory Specialist, Respiratory Protection Specialist, Fire Rescue Respiratory Protection Manager, Fire Rescue Training Facility Coordinator, and Medical Social Work Coordinator.

NOT COVERED BY THIS AGREEMENT:

Fire Rescue Administrator, Deputy Chiefs, Division Chiefs, District Chiefs, Executive Assistants, Budget and Finance Employees, Information Technology Services Employees, Personnel and Payroll Records Employees, Planners and Clerical Employees, Inventory and Stores Manager, Capital Projects Coordinator, , Fire-Rescue Fleet Director.

Recognition status in the Bargaining Unit shall not change in the event of an assignment.

*Prior to implementing a program involving the classification of Integrated Health Paramedic or CAT Team Coordinator, the County and the Union agree to negotiate the program, the impacts of the program, and the wages, hours and terms and conditions of employment of the Integrated Health Paramedic or CAT Team Coordinator.

ARTICLE 3 – DUES CHECKOFF

Section 1. Employees who wish to join the Union and have their dues and assessments deducted through the payroll system may authorize the County to make such deductions by using the Union’s “Dues Check off Authorization” form. This authorization shall remain in effect until such time as the County has received written notice of revocation of this authorization. Deductions shall be submitted to the Union each payroll period, and an itemized statement shall be provided to the Union on a monthly basis.

Section 2. The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 4 – UNION BUSINESS

Section 1. Each employee shall be allowed to voluntarily contribute any accrued leave, except sick leave, to the Union Time Pool. The Union Time Pool may be used for Union business upon approval by the Union President. Employees shall be released from duty on Union Time Pool only if the established needs of the service permit; with the approval of the non-bargaining unit supervisor, but such release shall not be unreasonably denied.

Any request for Union Time Pool, that is greater than twelve (12) hours and causes overtime must be authorized by the Deputy Chief. Any time pool usage that causes overtime will be charged at a rate one and one-half (1½). Requests for such time off shall be in writing or on the Department's computer system and shall be submitted to the Fire Rescue Administrator, forty-eight (48) hours prior to the time of such requested time off; provided that when it is impossible to submit written, forty-eight (48) hours' notice, then a request may be submitted orally together with the need for the short notices substantiated, and must be approved by the Division Chief in Operations, (or the appropriate non-bargaining unit supervisor in divisions not having Division Chiefs) and later confirmed in writing. Such release shall not be unreasonably denied. All 24-hour time pool requests from the Union President submitted at least thirty (30) days in advance will be approved or denied within two (2) business days of receipt of the request.

Section 2. Union Time Pool hours will be used on an hour for hour basis.

Section 3. The Union will be allowed up to four (4) designated employee representatives from the Main Bargaining Unit (one (1) of which is from non-shift personnel), and one (1) designated employee representative from the Supervisory Bargaining Unit who shall be permitted to participate in labor contract negotiation sessions while on duty with no loss of pay or emoluments. It is contemplated that the designees will not change except for substantial reason not related to the question of pay or scheduling.

Section 4. Two (2) grievance representatives, one (1) of whom is the Executive Vice President of the Union, shall be allowed to utilize time pool to attend grievance meetings. Two (2) Executive Board members shall be allowed to utilize time pool to attend Executive Board meetings (for up to four (4) hours).

Section 5. The Union President or designee, if covered by this Agreement, shall be released from duty on a permanent basis to conduct Union business on the basis of a forty (40) hour employee and shall be paid the five (5%) percent adjustment in accordance with this Agreement. One other Union Principal Officer, if covered by this Agreement, designated by the Union President, shall be released from duty on those shifts which fall on Mondays through Fridays to conduct Union business. They shall maintain their current pay, rank, bidded position, and time in grade. They shall accrue all benefits available to other bargaining unit employees (except that they shall be exempt from overtime as to those duties as Union Officers) and shall also be eligible for any promotional examinations as applicable. The President may perform regular Fire Rescue duties upon the approval of the appropriate Deputy Chief. The President and designated other Union Officer, shall be available to conduct Union business during the same hours as the Fire Rescue Administrator.

The Union authorizes Payroll to automatically deduct, from the Union Time Pool, the number of regularly scheduled hours in each pay period, unless notified of an exception by the Union.

It is further agreed that the County shall provide a written accounting of the usage of the Union Time Pool on a monthly basis.

Section 6. The first Executive Vice President of the Union shall be released from duty on Union time pool for all labor-management meetings, the IAFF convention, the FPF convention and other Union business approved by the Union President and the Fire Rescue Administrator.

ARTICLE 5 – BULLETIN BOARDS

Section 1. The County shall furnish at each Fire Station, and other offices, space for bulletin board for the purpose of Union notices. Material posted shall be subject to review by the Fire Rescue Administrator. Any notice placed on the bulletin board shall bear on its face the legible designation of the person responsible for placing such notice or item on the board.

Section 2. Notices shall not contain anything reflecting in an untrue manner on the County or any of its Officers, and no materials, notices or announcements, which violate the provisions of this Article, shall be posted.

Section 3. Notices placed must be dated and bear the signature of a Union Officer or his or her authorized representative.

Section 4. The Union President (and the Firefighter Insurance Benefit Fund and “Local 2928 Retiree Fund” upon approval of the Union President) shall be allowed to use “Outlook” and any successor for notices. Materials posted shall be subject to approval by the Fire Rescue Administrator prior to posting.

ARTICLE 6 – MEETING ROOMS

Section 1. The County agrees to grant the Union permission to use meeting rooms for its meetings as space and scheduling permit.

Section 2. The Union will supply the County with a schedule of monthly meetings and will provide forty-eight (48) hours' notice of special meetings.

Section 3. The Union agrees to leave any meeting room in its original condition at the end of the meeting.

ARTICLE 7 – MANAGEMENT RIGHTS

Section 1. General. All rights of management, which are not limited by the provisions of this Agreement, are retained by the County.

Section 2. Enumeration of Rights. The management of the Fire Rescue Department and the direction of the work force of the Department, including but not limited to the following, are all the exclusive functions of Management:

- a. the right to plan, direct and control all the operations or services to be performed in or at any facility or by employees of the Department;
- b. to schedule the working hours;
- c. to hire, promote, transfer, lay off and recall;
- d. to suspend, discipline, demote, or discharge, for just cause;
- e. to make, enforce, change, add to, or delete from, reasonable rules and regulations of employee conduct and performance;
- f. to make and enforce work standards;
- g. to determine the content of job classifications;
- h. to introduce new and improved methods, materials, equipment or facilities;
- i. and to change or eliminate methods, materials, equipment or facilities.

Section 3. Limitation. The exercise of any of the rights enumerated in this Article shall not conflict with, and must be exercised consistent with, other provisions of this Agreement.

Section 4. Responsibilities. It is agreed that Battalion Chiefs, by virtue of their job duties and responsibilities, shall carry out the above noted functions with respect to subordinate employees.

Section 5. Fire Rescue Element of the Palm Beach County Comprehensive Plan. Minimum staffing proposal will be addressed by amending the Comprehensive Plan.

ARTICLE 8 – MEETINGS WITH MANAGEMENT

At mutually agreeable times, representatives of the Union and Management shall meet upon request of either party for the purpose of discussing any matter of mutual interest.

ARTICLE 9 – SAFETY COMMITTEE

Section 1. There shall be a Safety Committee in the Fire Rescue Department, which shall consist of six (6) members. Three (3) members shall be appointed by the Union and three (3) members shall be appointed by the Fire Rescue Administrator.

Section 2. The Safety Committee shall meet bi-monthly or more or less often by mutual consent, and such meeting shall be scheduled at the time established by the Fire Rescue Administrator. The Fire Rescue Administrator shall preside at all meetings.

Section 3. The purpose of these meetings will be to discuss problems and objectives of mutual concern related to safety and health conditions of the Fire Rescue Department.

Section 4. Meetings shall be conducted on a semi-formal basis following an agenda which shall include items submitted by any member of the Committee to the Fire Rescue Administrator at least five (5) calendar days prior to the meeting, together with such information as may be helpful in preparing a meaningful meeting agenda program. The agenda shall be provided to each member of the Committee. The Fire Rescue Administrator shall arrange for minutes to be taken of each meeting and for distribution of copies to each member of the Committee in advance of the next meeting. Recommendations of the Committee shall be sent to the Fire Rescue Administrator who shall in turn respond in writing within thirty (30) days.

Section 5. A copy of all notices of exposure to infectious disease, job related accidents or injuries, with the employee's name blanked out, shall be provided to the Union, when requested.

Section 6. This Article may be amended by mutual written agreement between the Fire Rescue Administrator and the Union President.

ARTICLE 10 – NON-DISCRIMINATION

Neither the Union nor the County shall discriminate against any employee covered by this Agreement on the basis of race, color, religion, sex, age, disability, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The County and the Union mutually agree to support the Affirmative Action Program of the County, so long as it does not conflict with provisions in the Collective Bargaining Agreement. Charges of discrimination by an employee against the County, its officers, or representatives must be filed with any appropriate agency having jurisdiction of such charge, and are not subject to the grievance procedure under this Agreement.

ARTICLE 11 – PROHIBITION OF STRIKES

No employee may participate in a strike against the County by instigating or supporting, in any matter, a strike as defined in Chapter 447, Part II, Florida Statutes. Any violation of this Section shall subject the violators to the penalties provided by law. The parties further agree that the County shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity in Chapter 447, Part II, Florida Statutes, at its discretion.

ARTICLE 12 – PERSONNEL REDUCTION

Section 1. In the case of a personnel reduction, probationary employees in the classification to be reduced shall be laid off first. Thereafter, the employee in the classification to be reduced with the least seniority shall be laid off first. Battalion Chiefs with the least seniority in the rank of Battalion Chief shall be reduced to the highest rank they previously held and are currently qualified for or may become qualified for within three (3) months or such extension of time as may be agreed to by the Fire Rescue Administrator and the Union President. For purposes of this Article, employees who have a needs improvement or unacceptable performance evaluation during the most recent annual evaluation may have their seniority reduced by one year. For purposes of this Article, Paramedics shall be considered a classification only in order to prevent the number of Paramedics from being reduced below State requirements.

Section 2. Employees who are laid off from their classifications may bump into the next lower classification in which case they may bump the most junior employee in the classification if that junior employee has less seniority.

Section 3. Employees who are laid off, or who have bumped into the next lower classification, shall be recalled to their original classification in the reverse order in which they were laid off or bumped (last laid off or bumped, first recalled) provided they meet the requirements to perform the work. Employees on layoff or who have been bumped, shall be offered recall before employees are hired into their classification, or shall be offered a new position in another lateral or lower classification for which they are qualified before new employees are hired into the other classification.

Section 4. Employees who are laid off shall be paid one hundred (100%) percent of accrued vacation leave.

Section 5. In the case of a personnel reduction in the rank of District Chief, those District Chief(s) identified by the Fire Rescue Administrator who were promoted to that rank before July 14, 2000, and District Chiefs appointed to the rank as a result of municipal mergers, shall be reduced to the rank of Battalion Chief. Such reduction shall not adversely affect the wages, hours, and terms and conditions of employment of any other bargaining unit employee.

Section 6. Employees promoted to the rank of District Chief after July 13, 2000, who are affected by a personnel reduction in the rank of District Chief, shall be reduced to the rank previously held, or another position for which they have successfully tested, in accordance with the provisions of this Article. No personnel in the classification to which the employee is returned shall be removed, and any over-staffing shall be addressed through attrition. District Chiefs may sit for promotional examinations for positions of lower rank within the bargaining unit and will be considered to have obtained that status upon successful promotion of any employee with a lesser standing on that promotion register.

Section 7. The protection afforded to other bargaining unit employees in sections 5 and 6 above, shall not apply in the event of a workforce reduction that affects all ranks.

Section 8. Station Closing – A station shall be considered closed when it is taken out of service, even if it is re-opened in a new Battalion. In such a case, the personnel at the closed station shall have “bumping” rights in accordance with the Station Bid policy, which may be amended by negotiation or agreement between the Fire Rescue Administrator and the Union President, and the new station shall be bid.

Section 9. Station Re-location – A station shall be considered re-located when it is closed and re-opened within the same Battalion. In such a case, their personnel shall be re-located in the same Battalion, at the new station.

Section 10. The classification and bumping rights of non-bargaining unit personnel included in any merger shall be determined by negotiation or agreement between the Fire Rescue Administrator and the Union President.

ARTICLE 13 – SENIORITY

Section 1. Seniority shall be determined from date of last hire with the County Fire Rescue Department; County Airport; or County EMS; or from the date of hire with the predecessor Fire District, if the employee was employed by the Fire District on September 30, 1984, and was employed by the County as of October 1, 1984; or from the date of hire with Lantana Fire Department, if the employee was employed by Lantana Fire Department on September 30, 1997, and was employed by the County as of October 1, 1997; or from the date of hire with Royal Palm Beach Fire Department, if the employee was employed by the Royal Palm Beach Fire Department on March 12, 1999, and was employed by the County as of March 13, 1999; or from the date of hire with Lake Park Fire Department, if the employee was employed by the Lake Park Fire Department on June 28, 2002, and was employed by the County as of June 29, 2002, or from the date of hire with the Belle Glade, Pahokee or South Bay Fire Department, if the employee was employed by the Belle Glade, Pahokee or South Bay Fire Department on September 30, 2006, and was employed by the County on October 1, 2006; or from the date of hire with the Lake Worth Fire Department, if the employee was employed by the Lake Worth Fire Department on September 30, 2009, and was employed by the County as of October 1, 2009; or from the date of hire with the Palm Springs Fire Department, if the employee was employed by the Palm Springs Fire Department on September 30, 2009, and was employed by the County as of October 1, 2009. If two (2) or more employees have the same date of hire, seniority shall be determined by date of application with the County or with the predecessor Fire District/Department. All employees hired after June 1, 1991, who have the same date of hire, shall have their seniority determined by random selection by Employee Relations and Personnel except where noted above for Lantana, Royal Palm Beach, Lake Park, Belle Glade, Pahokee and South Bay, Lake Worth, and Palm Springs Fire Department former employees.

Section 2. Seniority lists shall be posted on the Intranet. Exceptions to the list shall be made by filing a written notice and the list shall be revised to reflect the results of any investigation. If the written notice and the investigation thereof produce a dispute, which is not resolvable, a grievance can be filed.

Section 3. For Battalion Chiefs, seniority in rank shall be determined from the effective date of last being appointed or promoted to a Battalion Chief. If two (2) or more Battalion Chiefs have the same date of rank, then seniority shall substitute for determining rank

reduction for those Battalion Chiefs with the same date of rank. In the event a District Chief is demoted to the rank of Battalion Chief, their total time at a rank of Battalion Chief or higher, which has been continuous, shall be counted towards their total seniority rank as a Battalion Chief.

Section 4. Effective September 26, 1997, in the event that an employee leaves a bargaining unit position in Palm Beach County Fire Rescue, for another position with any other Palm Beach County agency, and is granted permission by the Fire Rescue Administrator to return to the same position which was previously vacated within one year, that employee shall be entitled to resume their original position. The employee shall be slotted in the same position in the step plan, which they vacated. The employee, however, will not be entitled to any resumption of seniority or retroactivity of pay or benefits.

The return to the original position in Palm Beach County Fire Rescue may only be done in the event that there is a position available to fill within that year. The provision in this Article does not allow for bumping of personnel already working for Palm Beach County Fire Rescue.

ARTICLE 14 – PROBATIONARY EMPLOYEES

Section 1. New employees will be on probation for a period of one (1) year from the date of hire; however, the new employee's probation may be extended due to an extended absence (30 calendar days or more) or unsatisfactory performance.

The new employee's probation will continue when they return to full duty and last until they have completed a total of twelve (12) months of probation. During the probationary period new employees may be terminated and will have no right to have the issue of their termination arbitrated. Subject to the exceptions listed below, the new employee's step increase will not be granted as a result of this extension of probation until probation has been successfully completed. However, after being absent due to a work-related injury, if an employee successfully completes probation, the new employee's step increase will be paid retroactively.

Probationary employees who are unable to work full duty due to military leave, and whose probationary performance was acceptable prior to the military leave, shall be considered to have successfully completed their probation one year from the date of hire.

For newly hired Firefighters, successful completion of the Training and Safety Division Recruit Academy shall be considered as a mandatory component of successful completion of probation.

Section 2. Employees who are promoted will be on probation in the promoted classification for a period of four (4) months (which may be extended by two (2) additional months upon written notice to the employee), during which time they may be returned to their former classification and will have no right to have the issue of their return to that classification submitted to arbitration.

Section 3. Use of Vacation Time While on Probation – Newly hired probationary employees shall not use vacation time during the first three (3) months of employment or while in officially scheduled training.

Section 4. If employment is terminated for any reason during the probationary period, there will be no payout of vacation or sick leave accrual.

ARTICLE 15 – DISCIPLINARY ACTION AND DISCHARGE

Section 1. Disciplinary action may be taken for just cause.

Section 2. Any employee disciplined or discharged will be notified of the discipline or discharge in writing within ten (10) business days, of the incident which prompted the action or management's (which shall be defined as any Supervisor who, under the disciplinary policy and guidelines, may take action without the approval of a higher ranking Officer or Manager) knowledge of the incident. Failure of management to inform the employee of impending discipline or discharge within the stipulated time may be a factor in any just cause determination by an arbitrator.

Section 3. If the grievance procedure is instituted over discipline, any written disciplinary action will not be placed in the personnel file or any permanent file until the grievance procedure is completed. If the discipline is rescinded, disciplinary action will be stamped as such and placed in the personnel file. During the promotional process, disciplinary material in the employee's personnel file two (2) years or older (or one (1) year or older in the case of reprimands or counseling) will not be given to any interview board.

Section 4. A discharge shall be considered a suspension without pay until completion of Step 3 of the grievance procedure.

ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any grievance concerning the application or interpretation of the terms of this Agreement, or a claimed violation thereof, shall be settled in the following manner:

STEP 1. The grievance shall first be discussed orally with the employee's District Chief, or non-bargaining unit supervisor, with the presence of a Union representative, within ten (10) calendar days of the date of the grievance or knowledge by the affected employee of the occurrence giving rise to the grievance. Grievances resolved at this step must be documented on a grievance form and forwarded to the Fire-Rescue Administrator and the Union.

STEP 2. If the grievance has not been satisfactorily resolved in Step 1, a written grievance shall be filed within seven (7) calendar days following the completion of Step 1. The grievance shall be filed with the appropriate Deputy Chief. The Deputy Chief, shall meet with and discuss the grievance with the aggrieved employee and Union representative, within five (5) calendar days of the written grievance. An answer to the grievance shall be submitted to the Union and to the aggrieved employee, in writing, within five (5) calendar days thereafter.

STEP 3. If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be taken to the Fire Rescue Administrator by the Union within seven (7) calendar days following completion of Step 2. Within ten (10) calendar days of receipt of such appeal, the Fire Rescue Administrator may meet with the aggrieved employee and Union representative to discuss the grievance, and shall meet with the Union representative in the event filed under Section 3. The Fire Rescue Administrator shall respond in writing within seven (7) calendar days thereafter.

STEP 4. If the grievance has not been resolved in Step 3, the Union may request a final and binding disposition by filing a written request for arbitration with the Fire-Rescue Administrator within sixty (60) days of the completion of Step 3. An arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. The Union shall have the exclusive right to proceed to arbitration on behalf of bargaining unit members.

Section 2. Failure of the County to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step unless the parties agree otherwise in writing.

Section 3. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and the County, it shall be presented in writing directly at Step 3 of the Grievance Procedure, within fifteen (15) days of the time limits provided for the submission of a grievance in Step 1 and shall be signed by the aggrieved employees or the Union representative on their behalf.

Section 4. Arbitration – All grievances shall be arbitrated on an expedited basis. To accomplish this goal, the County and the Union agree upon the following procedures:

1. The arbitrator must be notified immediately.
2. After an arbitrator has been selected, the arbitration hearing shall be held no later than thirty (30) days thereafter, unless the arbitrator is unavailable within this thirty (30) day period.
3. Briefs, if any, must be filed with the arbitrator no later than fifteen (15) days after the close of the hearing, or after receipt of the transcript, if a transcript is requested.
4. The arbitrator must render an opinion within twenty (20) days of the receipt of the briefs.

Section 5. The cost of the arbitration shall be divided equally between the parties. Either party may strike one (1) entire panel with the striking party paying for the cost of the new panel.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. If an employee elects not to have Union representation, or if the Union elects not to represent an employee, the County shall keep the Union informed of all proceedings initiated by the employee on his or her own behalf, provide copies of all written documents, and give the Union full access to any meeting held on the matter.

Section 8. In the event that either party claims that a dispute is non-arbitrable, the arbitrator will rule on that issue and also on the merits of the grievance if it is determined to be arbitrable.

Section 9. The limits set forth in this article are of the essence and must be strictly complied with, but may be extended by mutual written agreement of the parties. A grievant's or Union's failure to process a grievance within the time limits set forth in this Article shall mean that the grievance shall be treated as withdrawn unless the parties agree otherwise in writing. In order to be eligible for processing, a grievance must be timely filed and contain the following:

- A. The name of the grievant, whether it is an individual employee or the Union.
- B. The identification of the event or omission that gave rise to the grievance and the time it occurred and a short, plain statement of the facts surrounding the grievance, with an explanation of how the contract was violated.
- C. The citation of the particular sections and subsections of this Agreement (not articles alone) on which the grievant relies which may be amended by the Union at any time prior to referral to arbitration, with written notice to the County.
- D. A statement of the precise relief sought.

ARTICLE 17 – PERFORMANCE REVIEW

Section 1. Employees shall be evaluated annually and periodically, in special circumstances, by their immediate supervisors and reviewed at higher levels.

Section 2. Any employee may file a grievance over his or her performance rating provided such a grievance may not be taken to arbitration unless it involves a rating of unacceptable or needs improvement of a permanent (non-probationary) employee. The burden of proving just cause rests with management.

Section 3. Employees shall receive step increases on the effective anniversary date or effective date of last promotion. Employees promoted within two pay periods of their effective anniversary date or effective date of last promotion will receive the next step increase.

Section 4. Employees receiving a rating of unacceptable or needs improvement on their annual review will have the effective step increase rescinded and shall reimburse the Department the received step increase amount over the same time frame which it was paid by the Department. The step increase shall remain rescinded for the period of time their performance is unacceptable and shall not be paid retroactively.

Section 5. Employees (except probationary new hires) must work at least six (6) months out of each one (1) year rating period in order to have their performance accurately rated. Employees who work less than six (6) months will not be rated, and therefore, will be ineligible for annual step raises. Employees who are denied a step raise as described above, who then return to work in that rating period for at least four (4) months, and who receive at least a rating of "acceptable", shall be given the annual step raise retroactive to the point at which the employee returned to work.

Section 6. Probationary employees shall receive performance reviews at the completion of the recruit or applicable training program, at the completion of four (4) months; at the completion of eight (8) months continuous service with the Department and at the completion of twelve (12) months continuous service with the Department.

ARTICLE 18 – PROMOTIONS

Section 1. Filling of Positions

- A.** For the position of Driver Operator, Lieutenant, Captain, ARFF Captain, Special Operations Captain, EMS Captain and Battalion Chief, where active promotional registers exist, all promotions will be made within two (2) pay periods after the vacancy occurs unless the Fire Rescue Administrator orders the freezing or elimination of said positions. The Fire Rescue Administrator shall provide the Union with written notice of two (2) pay periods in advance of any such freezing or elimination unless the vacancy is unanticipated, in which case said notice will be provided within two (2) business days. For the positions of Communication Supervisor, Communications Quality Assurance Manager, Communications Center Training Supervisor, Shop Foreman, or Fire Apparatus Maintenance Superintendent, where active promotion registers do not exist, promotions will be made within one hundred twenty (120) days after vacancy occurs.
- B.** All selection procedures for all promoted positions shall be developed in accord with legal and professional standards and will endeavor to be reliable, valid, non-discriminatory, and applied consistently. However, disputes arising as a result of this subsection shall not be arbitrable.

Section 2. Notification of Examination

Employees will be given written notice, posted on all Department computers, at least ninety (90) days in advance of a target promotional examination date. The written examination will be held no sooner than ninety (90) days after the notice, no later than one hundred twenty (120) days after the notice. Source materials from which the examination is drawn shall be given in writing concurrent with the exam announcement and shall be in print or otherwise obtainable. The oral interview board, practice exam, assessment center, and practical scenarios shall be given no sooner than thirty (30) days and no later than sixty (60) days from the posting of the written exam scores, unless there are unforeseen circumstances which necessitate the extension of the process.

Section 3. Application for Examination

No employee shall be permitted to apply for a promotional examination after the announced closing date. The closing date will take effect between thirty (30) and thirty-five (35) days prior to the date of the examination.

Section 4. Eligibility Criteria for Promotional Examinations

A. In order to be eligible to take a promotional examination, the applicant must not have been suspended for more than twenty-four (24) hours during the twelve (12) months preceding the closing date for the written examination and until the date the examination process is completed.

For the purpose of disciplinary action and promotional examination eligibility, the effective date of the discipline shall be the date an employee signs written communication acknowledging notification of the disciplinary action and/or suspension. A demotion shall be considered as equivalent to a suspension of greater than twenty-four (24) hours for the purposes of promotional eligibility.

B. Employees who apply for a promotion must have the prerequisites as of the closing date for the written examination unless an exemption is noted.

➤ Personnel with an approved Associates Degree may utilize the degree for only a single promotional opportunity. Personnel with an approved Associates Degree and Bachelor's Degree may utilize the Degrees for two (2) promotional opportunities. For personnel with an approved Bachelor's Degree, but without an Associate's Degree, the Bachelor's Degree may be utilized for two (2) promotional opportunities.

➤ Movement from Driver Operator to Lieutenant shall be considered cumulative provided the employee performs a minimum of one (1) year as a Lieutenant.

➤ The following applies to Driver Operator requirements:

(a) Department certified Driver Operator prior to October 1, 2005; or

(b) Successful completion of a fire hydraulics and fire apparatus course from a County Technical School, Community College or other state recognized institution; or

(c) Successful completion of the Department's Driver Operator Candidate School; or

(d) Have actually been permanently assigned as a Driver Operator.

1. Driver Operator:

(a) Current employment with the County as a Firefighter; and

(b) Forty-eight (48) months continuous service as a Firefighter; provided that any person with an Associate's or Bachelor's Degree as approved by the State of Florida for Educational Incentive, need only have thirty-six (36) months continuous service as a Firefighter; and

(c) Current EMT or Paramedic certification; and

(d) Class E driver's license; and

(e) No driver's license suspension for DUI or points, within two (2) years; and

(f) No avoidable and major accidents for twelve (12) months; and

(g) Driver Operator requirement, except "(d)" of the Driver Operator requirement.

2. Lieutenant:

(a) Current employment with the County as Firefighter or Driver Operator; and

(b) Forty-eight (48) continuous months as a Department protocol Paramedic from the date of completion of Paramedic Development Course (PDC); and

(c) Department approved Trauma Course if available; and

(d) Department approved Advanced Airway Management Class.

3. Captain:

- (a) Current employment with the County as a Firefighter, Lieutenant or Driver Operator; and
- (b) One hundred eight (108) months continuous service as a Firefighter; provided that any Firefighter with an Associate's or Bachelor's Degree as approved by the State of Florida for Educational Incentive, need only have ninety-six (96) months continuous service as a Firefighter or: forty-two (42) months as a Driver Operator provided that any Driver Operator with an Associate's or Bachelor's Degree as approved by the State of Florida for Educational Incentive, need only have thirty (30) months continuous service as a Driver Operator or: thirty (30) months as a Lieutenant provided that any Lieutenant with an Associate's or Bachelor's Degree as approved by the State of Florida for Educational Incentive, need only have eighteen (18) months continuous service as a Lieutenant; and
- (c) Current Department Protoled Paramedic; or current EMT and Department Protoled Paramedic within two (2) years after promotion; or current EMT and completion of Associate's Degree in Fire Science or EMS within three (3) years after promotion. Employees who are not Department Protoled Paramedics at time of promotion must agree to and complete a form, approved by the Union President and the Fire Rescue Administrator, stating the anticipated progress toward meeting the requirements of this paragraph; and
- (d) Strategy and Tactics (FFP 1810 or equivalent) and Company Officer Leadership (FFP 2720 or equivalent); and
- (e) Driver Operator requirement.

4. ARFF Captain, Special Operations Captain and EMS Captain:

Current employment with the County and twelve (12) months continuous service as a Captain;

- (a) EMS Captain – Current Department Protoled Paramedic; or

- (b) Special Operations Captain – Department protocol Paramedic and HazMat Tech Certification, or current EMT and HazMat Tech Certification and Associate’s Degree in Fire Science or EMS; and Rope Operations, Dive Rescue, Confined Space Operations and Technician; or
- (c) ARFF Captain – Department protocol Paramedic or EMT, meets all requirements for ARFF assignment, and Fire Instructor I. Fire Instructor I must be completed within one (1) year of promotion to ARFF Captain).

5. Battalion Chiefs:

- (a) Current employment with the County as a Captain, ARFF Captain, Special Operations Captain or EMS Captain; and
- (b) Thirty-six (36) months continuous service as an ARFF Captain, Special Operations Captain or EMS Captain provided that any ARFF Captain, Special Operations Captain or EMS Captain with a Bachelor’s Degree, or equivalent as approved by the State of Florida for Educational Incentive, need only have twenty-four (24) months of continuous service as an ARFF Captain, Special Operations Captain or EMS Captain; forty-eight (48) months continuous service as a Captain, provided that any Captain with a Bachelor’s Degree, or equivalent as approved by the State of Florida for Educational Incentive, need only have thirty-six (36) months of continuous service as a Captain; and
- (c) Current Department Protocol Paramedic certification or EMT and Paramedic qualifications, per section 15; and
- (d) Associate Degree as approved by the State of Florida for Educational Incentive; and
- (e) State Certified Municipal Fire Inspector; and
- (f) State Certified Fire Instructor I; and
- (g) Effective October 1, 2019: State Certified Fire Officer I or higher.

6. District Chief:

Refer to District Chief Supervisory Unit Collective Bargaining Agreement, Article 16-Promotions for District Chief promotional qualifications.

7. Communications Supervisor:

- (a) Current employment with the County as a Communicator III; and
- (b) Three (3) year continuous service as a Communicator III; and
- (c) EMD certified.

8. Communications Quality Assurance Manager:

- (a) Current employment with the County as a Communicator III or Communications Supervisor; and
- (b) Three (3) years continuous service as a Communicator III; and
- (c) The selection procedure for a Communications Quality Assurance Manager shall include an oral interview process.

9. Communications Center Training Supervisor:

- (a) Current employment with the County as a Communicator III; or Communications Supervisor and
- (b) Three (3) years continuous service as a Communicator III; and
- (c) The selection procedure for a Communications Training Supervisor shall include an oral interview process.

10. Shop Foreman:

Shop Foreman is paid as an assignment; not as a promotion. Below are the qualifications for that assignment.

- (a) Current employment with Palm Beach County as a Fire Apparatus Tech II; and

- (b) Three (3) years continuous service with the County as a Fire Apparatus Tech II; and
- (c) Four (4) of eight (8) ASE certifications.

11. Fire Apparatus Maintenance Superintendent:

- (a) Open/competitive selection process; and
- (b) Minimum of six (6) years as a Fire Apparatus Tech II with Palm Beach County Fire Rescue or at least one year as Shop Foreman with Palm Beach County Fire Rescue; and
- (c) ASE Master Certification or EVT Master Certification.

Continuous service refers to continuous service as used herein with Palm Beach County Fire Rescue Department as defined in Article 13 Section 1.

For the purposes of time in grade required to be eligible for participation in a promotional process, the Belle Glade, Pahokee or South Bay Fire Department employees slotted as Battalion Chiefs, Lieutenants or Driver Operators on October 1, 2006, shall have a date of promotion of October 1, 2006, and Palm Springs employees shall have a date of promotion of October 1, 2009.

Section 5. Selection Procedures

- A.** Selection procedures for Lieutenant, Captains, ARFF Captains, Special Operations Captains, EMS Captains and Battalion Chiefs shall include written examinations, and oral interview boards (structured panel/exercise evaluations or assessment centers).
- B.** Selection procedure for Driver Operators shall be made from the written examinations and practical exam.
- C.** The selection procedure for Communicator Supervisor shall include a written examination and an oral interview board.

- D. The selection procedure for the Communications Center Training Supervisor, Communications Center Quality Assurance Manager and Shop Foreman shall consist of an oral interview.
- E. Should the County need to promote a Fire Apparatus Maintenance Superintendent the parties will meet to negotiate selection procedures.
- F. Hiring and or promotion into the position of Communications Coordinator, Building Coordinator and Alarm Office Manager shall be at the discretion of the Fire-Rescue Administrator.

Section 6. Testing Security Procedures

The following security procedures will apply to written exams, oral review boards, practical exams, assessment centers, and/or practical scenarios (also referred to collectively and/or individually as exam or exams) for the Driver Operator, Lieutenant, Captain, ARFF Captain, Special Operations Captain, EMS Captain and Battalion Chief positions:

- A. All candidates for promotion shall sign a statement that they are not related by blood or marriage to any exam development team or committee member; and that they have not received any prior knowledge of exam items.
- B. All Subject Matter Experts shall sign a statement that they are not related by blood or marriage to any exam development team or committee members; and a statement not to discuss exam items, or be involved with the tutoring of any promotional candidate.
- C. If the written exam, oral review board, practical exam, assessment centers, and/or practical scenarios are developed by Human Resources, writing, preparation, and editing of questions will take place on County property, under the direct supervision of the Human Resources staff person assigned to develop the exam. Exam items will not be drafted, or edited, outside of these areas and no exam materials will be removed, by any employee of Palm Beach County Fire Rescue.
- D. If the written exam, oral review board, practical exam, assessment centers, and/or practical scenarios are developed by Human Resources, all exam material prior to and after examination, will be locked and secured.

- E.** Written exam items will be developed using only the referenced study materials, by small teams of subject matter experts.
- F.** Each team will develop two (2) to three (3) times more items than will actually be used in the exam. No Item Development Team Member or other employee of Palm Beach County Fire Rescue will be informed of which items are on the actual exam. Exams, once developed, will not be handled or delivered by any employee of Palm Beach County Fire Rescue. Exams will be administered by Human Resources and non-bargaining unit employees of Palm Beach County Fire Rescue unless otherwise provided for in this agreement.
- G.** Candidates for the same rank shall be tested at the same time, subject to the County's ability to adequately staff the Department.
- H.** The County will use scrambled versions of the same test for the written exam.
- I.** Prior to the exam, the facilitator will announce a zero tolerance policy for cheating, and follow up with close and continuous proctoring of the exams (which may include videotaping for documentation). Any employee caught cheating shall be disqualified from the promotional process and subject to the appropriate disciplinary action.
- J. **Protest Procedure:****

 - 1.** The proper procedure for protesting the written exam shall be announced prior to starting the exam and shall include the following:
 - a.** Item not from the reading list.
 - b.** No correct answer available.
 - c.** More than one correct answer.
 - 2.** All protests must be noted at the conclusion of the exam. No candidates are to be involved in the discussions related to the resolution.
 - 3.** If a protest is determined to be valid, the affected item shall be removed from the test for all candidates. All protests shall be resolved within three (3) business days of the exam.

- 4a.** Candidates will be given two (2) chances to appeal the performance-based component of the promotional process. For the first appeal opportunity, candidates can appeal a procedural error or method error on the day of the performance-based component and it will be reviewed and decided within three (3) business days of the event.
- b.** Candidates will also be given a chance to appeal their score on the performance-based component. Within five (5) business days of the posting of the results of a performance-based exam component of a promotional exam, candidates will be given a chance to review their recorded performance on the performance-based exercises. After reviewing their recorded performance on the exercise, if the candidate feels that there is significant error in their score on any or all of the exercises, the candidate may submit a written appeal. This appeal must be submitted within five (5) business days of their review of the recorded performance. The Local and Management will meet to check the validity of the protest before re-convening the original assessors. After receiving the appeal on the score, the Exam Committee will request that a panel of the assessors drawn from the original trained panel be convened but with new input from at least one assessor who did not participate in the first assessment. This new panel of assessors will be trained for this purpose. The outcome of the appeal could be that candidate score remains the same; the score could go up; or the score could go down. If the panel of assessors believe that the original score had error that resulted in the candidates being unfairly higher or lower than the candidate should have been, it will be rescored, within two (2) weeks of the receipt, by Human Resources of the appeal. The rescored version of the recorded performance shall be the final score.

K. Passing Scores

The passing grade for written examinations shall be seventy (70%) percent.

- L.** Oral interviews shall be conducted using a blind numbering system. Each candidate shall be assigned an applicant number, which shall be used as identification, in lieu of their name during the interview process.
- M.** Once the questions for the oral interview are developed, response standards shall be created. Points shall be applied for each question based on the

response standards. All candidates who participate in the interviews shall have their interview scored and totaled. These totals shall be the basis for the oral interview score.

Section 7. Written Examinations

- A.** Eligible, qualified applicants shall take a written examination, which shall be graded.
- B.** The written exam content shall be weighted as determined by the job task analysis and shall include questions from the following skill dimensions, as applicable to the position being tested.

Supervisory Practices
Incident Command
ALS/BLS Protocols
Department Policies/S.O.G.'s
Fire Hydraulics
Fire Apparatus and Procedures
Emergency Operations
Aircraft Rescue Fire Fighting
Fire Prevention
Hazardous Materials
Collective Bargaining Agreement

Section 8. Posting of Examination Scores

A list of applicants receiving a passing grade on the written examination shall be posted on all Department computers in order of highest to lowest score.

Section 9.

A. Oral Interview Boards/Practical Exercise

This shall pertain to Lieutenants, Captains, ARFF Captains, Special Operations Captains, EMS Captains, Battalion Chiefs, Communications Quality Assurance Manager, Communications Center Training Supervisor, Communications Center Supervisors, and Shop Foreman only:

1. All applicants receiving a passing grade on the written examination shall participate in the Oral Interview/practical exercise process; and
2. The interview/practical exercise shall be conducted using a panel of three (3) raters, and shall be structured using a prepared series of questions/scenarios relating to the position being sought (the County may use multiple panels if they determine that the number of applicants is great enough); and
3. No raters shall be employed by Palm Beach County; and
4. All raters shall hold, as a minimum, the rank of the position for which they are interviewing; and
5. The results of the oral interview/practical exercise shall be scored.
6. For ARFF Captains, Special Operations Captains and EMS Captains, applicants receiving a passing score of the written examination may apply for all oral interview processes for which they meet the eligibility requirements as identified in section 4.B.(4).
7. Raters selected for the oral interview/practical exercise for all positions listed above shall be approved jointly by the Fire-Rescue Administrator and the Union President.
8. The interview/practical exercise shall be specific to the position to be filled, i.e. Special Operational, EMS Captain, ARFF.

B. Practical Exam

This shall pertain to Driver Operators only:

1. All applicants receiving a passing grade on the written examination shall participate in the practical exam.
2. The exam shall be graded by three (3) examiners who shall be approved jointly by the Fire-Rescue Administrator and the Union President. Appointments shall hold, as a minimum, the rank of Driver.
3. The exam shall be developed by Human Resources with a minimum pool of ten (10) scenarios drawn by Human Resources and each candidate will perform that scenario.

4. The practical examination shall have a minimum passing score of seventy(70%) percent.

C. Oral Interview Scenarios

1. The oral interview scenario for a Lieutenant, Captain, and Battalion Chief shall be outsourced except upon mutual written agreement between the Fire Rescue Administrator and the Union President. If the Fire Rescue Administrator determines that the number of candidates is not enough to warrant outsourcing, the Fire Rescue Administrator and the Union President may arrive at the final determination for in-house assessment by mutual consent.
2. Oral interview scenarios shall be developed for ARFF Captains, Special Operations Captains, and EMS Captains by the Human Resources with a minimum pool of two (2) scenarios. The final scenario shall be randomly selected on the morning of the exam. All panels shall administer the same scenario to all candidates.
3. The passing grade for oral interview scenarios shall be seventy (70%) percent.

Section 10. Overall Promotion Scoring

This section shall apply for the Driver Operators, Lieutenants, Captains, ARFF Captains, Special Operations Captains, EMS Captain, Battalion Chiefs, and Communications Supervisors only:

- A. Weighting**– Each applicant who has passed the written exam, and has completed the oral interview, and/or practical exam (as applicable) in the selection process shall have the results weighted as follows:

Captains

| | |
|----------------|-----|
| Written Exam | 60% |
| Oral Interview | 40% |

Battalion Chiefs

| | |
|----------------|-----|
| Written Exam | 30% |
| Oral Interview | 70% |

Communications Supervisors

| | |
|----------------|-----|
| Written Exam | 60% |
| Oral Interview | 40% |

Driver Operators

| | |
|----------------|-----|
| Written Exam | 40% |
| Practical Exam | 60% |

ARFF, Special Operations,

EMS Captain

| | |
|----------------|-----|
| Written Exam | 35% |
| Oral Interview | 65% |

Lieutenants

| | |
|----------------|-----|
| Written Exam | 60% |
| Oral Interview | 40% |

- B. Tie Breakers** – In the event of a tie in the overall score, the tie shall be broken by rating the applicant who had the highest written examination score above any other applicant who otherwise would have had a tie in the overall score. If after comparing the written examination scores, a tie still exists, it shall be decided by seniority.

Section 11. Promotional Registers

- A.** Applicants who have passed the written exam and completed the oral interview/practical exercise for Communications Supervisors, Lieutenants, Captains, ARFF Captains, Special Operations Captains, EMS Captain and Battalion Chiefs, or passed the written and practical exam for Driver Operators shall be placed on the applicable Promotional Register.
- B.** Each Promotional Register shall be posted on all Department computers listing the applicants by name, in order of highest to lowest score.
- C.** In accordance with Article 21, Overtime, step-ups will be used from the current Promotional Register, first from the station, then from the Battalion after which, step-ups shall be selected from the entire Department. Employees on any Promotional Register are subject to being moved across Battalion lines to step-up. Employees on promotional rosters for Driver Operator, Lieutenant, Captain, ARFF Captain, Special Operation Captain, EMS Captain and Battalion Chief are subject to mandatory step-up. Refusal to step-up shall constitute a voluntary request to be removed from a promotional roster. ARFF Captains, Special Operations Captains, EMS Captain must be specifically qualified to step-up. Except as specified below, step-ups will be given to persons listed on a current Promotional Register. For Fire Operations Officers, step-ups will be offered to personnel approved by the Department. For any absence anticipated to be greater than twenty-

eight (28) calendar days, long term step-ups shall be selected from the appropriate promotional roster, in accordance with Policy #FR-O-102 Overtime.

- D. Any member on a Promotional Register(s) for ARFF Captain, Special Operations Captain or EMS Captain will be required to complete all specialty training necessary to perform the duties of that position. This training will be successfully completed within six (6) months of the establishment of a Promotional Register or the member will be removed from the Promotional Register. The Department will make said training available within six (6) months of the established Promotional Register.
- E. Qualified personnel may be required to "step-down" to the last rank held as the needs of the Department dictate.

Section 12. Duration of Promotional Register

A Promotional Register shall remain in effect for two (2) years from the date the Register is established or until there are no names remaining on the Register, whichever occurs first. In order to maintain a continuous Promotional Register, the County shall produce a new Promotional Register in advance of the two (2) year expiration date of the current register or when it is anticipated that the existing roster will be used up, in accordance with the time frames provided in this Article.

Section 13. Removal from Promotional Register

The name of any applicant appearing on a Promotional Register may be removed, temporarily not to exceed three (3) months, if the applicant submits a written request, and shall be voluntarily removed permanently, if the applicant submits a written request, and shall be removed permanently as a result of a demotion or suspension of greater than twenty-four (24) hours. An applicant shall be removed from a promotional register temporarily, if the applicant is on light duty, on disability leave, or any other leave of absence except military leave and FMLA, or if the applicant otherwise is not working and is unavailable for work, at any time the Promotional Register is established.

Section 14. Selections from Promotional Registers

- A.** Selections for promotions from the Promotional Register shall be made by the Fire Rescue Administrator utilizing a Rule of one (1) for Driver Operators, Lieutenants, Captains and Communications Supervisors, (i.e. each promotion must be made from the then current top person on the Promotional Register), and by the rule of two (2) for ARFF Captain, Special Operations Captain, EMS Captain and Battalion Chief (i.e., each promotion must be made from among the then current top two (2) persons on each Promotional Register). Additionally, an employee may refuse a promotion one (1) time without jeopardizing their standing on the Promotional Register. A second refusal will result in removal from the Promotional Register.
- B.** In each case where an applicant had a higher overall score than the person who was selected for promotion, the applicant shall be counseled, upon the applicant's request, as to the reason the applicant was not promoted.
- C.** **Orientation Programs.** Promoted Lieutenants and Captains shall attend or have attended an Officer Orientation Program. Promoted ARFF Captains, Special Operations Captains, EMS Captain and Battalion Chiefs may be required to attend an Officer Orientation Program. These orientation programs will be administered on the basis of a forty (40) hour, Monday through Friday, schedule. This course shall not exceed eighty (80) hours.
- D.** Either the Union or the County may open for further negotiations the provisions relating to Orientation Programs.

Section 15. Promotional Qualifications

As a condition of promotion, employees who are promoted to the classification of Battalion Chief from promotional registers established after January 1, 2003, must either be a Department Protocoled Paramedic or become a Department Protocoled Paramedic within two (2) years after the date of promotion. For promotions made after October 1, 2013, if a promoted employee in any of the listed positions does not achieve and maintain the requirements at the time of promotion contained in Section 4 of this Article within the prescribed time frames, that employee shall be demoted.

Section 16. Selection Procedures for Staff Captain

When in the discretion of the Fire Rescue Administrator a vacancy exists in the position of Staff Captain, all employees of Palm Beach County Fire Rescue may submit an application, the Fire Rescue Administrator shall institute a selection process for the specific position being sought. The requirements for the position, including preferences, shall be posted prior to selection. A representative of the Union, appointed by the Union President, may be present during interviews conducted by the Fire Rescue Administrator. The final selection of candidates shall be made in the sole discretion of the Fire Rescue Administrator. Staff Captains are selected by the Fire Rescue Administrator in accordance with Article 18 of this Agreement. Employees selected have no property right or expectation of maintaining this position and may be removed in the sole discretion of the Fire Rescue Administrator upon forty-five (45) days written notice. Such removal shall not be subject to the grievance and arbitration procedure. Staff Captains who are removed shall be returned to the position from which they came, or one position above the position from which they came, for which they have successfully tested, in accordance with the provisions of this Article. No personnel in the classification to which the employee is returned shall be removed, and any other staffing shall be addressed through attrition. Staff Captains may sit for one (1) promotional examination within the bargaining unit and will be considered to have obtained that status upon successful promotion of any employee with a lesser standing on that promotional register.

A position left vacant, as a result of an employee assigned to the position of Staff Captain, shall be filled within 45 days from the date the vacancy was created. Any Staff Captain assigned that returns to the field, for any reason, other than provided in Article 12, Section 8, within 45 days of assignment will not be carried extra and shall be slotted into the next available opening in his or her rank.

Staff Captains returning to the field who were assigned prior to January 1, 2014, will be carried extra (above and beyond the established complement) until the posting of the next promotional exam in their respective rank. Once posted, they shall be slotted into the next available vacancy in their rank.

Section 17.

After ratification of this Agreement, this article may be modified by mutual written agreement between the Union President and the Fire Rescue Administrator.

ARTICLE 19 – PAY PLAN

Section 1. Wage Levels

A. Pay Plan – The wage levels for bargaining unit employees in the classifications included in the Recognition Article are set forth in the Attachment A attached to, and made a part of, this Collective Bargaining Agreement.

B. Schedule of Wage Increases – The pay plan set forth in Attachment A includes across-the-board increases in pay to all bargaining unit employees as follows.

Effective the pay period, which includes:

| | |
|----------------------|----|
| Date of ratification | 3% |
| October 1, 2019 | 3% |
| October 1, 2020 | 2% |
| April 1, 2021 | 2% |

Section 2. Assignment Pay

A. List of Assignment Pay – Assignment pay will be paid as follows:

- I.** All operational personnel, except Battalion Chiefs, ARFF Captains, Special Operations Captains, EMS Captain and Staff Captains, shall receive assignment pay above their base rate of pay for the following assignments, provided that employees may hold any number of assignments, in accordance with the schedules listed below subject to a maximum amount of assignment pay of twenty (20%) percent of the employee's base rate of pay:

| | |
|---|----|
| 24-Hour Shift Employees Assigned to Non-24 Hour Shift (other than new hires, light duty, Fire Prevention Bureau, Flight Medics, or Staff Captains Assigned after 10/01/2012)) | 5% |
|---|----|

| | |
|---|----------|
| Fire Prevention (without full time Fire Safety Inspector certification) | 5% |
| Fire Prevention (with full time Fire Safety Inspector certification) | 10% |
| Paramedic | |
| Firefighters & Lieutenant) | 15% |
| Driver & Captain | 10% |
| Flight Medics | 5% |
| Staff Captain Assignment Pay | 10% |
| Flight Medic with Registered Nurse Certification | 10% |
| (5% not subject to cap) (based on a contract with Health Care District) | |
| ARFF Vehicle Drivers | 5% |
| (Only Firefighters and Firefighter/PM's that are Department certified ARFF Drivers are eligible) | |
| Floating Squad | 5% |
| Special Operations (including B9 Lieutenant Floaters and Driver Floaters) | |
| (not subject to cap) | 6% |
| ARFF employees | 3% or 6% |
| (according to the qualifications listed below) (1% not subject to cap) | |
| Airboat Crew/Operator | 1% |

New employees assigned to the Aviation Battalion, except ARFF Captains, who complete the required airfield and airport familiarization, the ARFF SOP Test, and required training and testing on one (1) ARFF Apparatus,

shall receive three (3%) percent assignment pay. Employees assigned to the Aviation Battalion, except ARFF Captains, who are fully ARFF qualified, shall receive an additional three (3%) percent assignment pay. Future qualifications shall be determined by the Deputy Chief of Operations.

Employees assigned to Special Operations, who have Hazardous Materials Technician, Open Water Dive Certification and Department Approved Dive Rescue Training shall receive assignment pay of three (3%) percent. Employees shall have one (1) year from the date of assignment in order to complete the remaining certifications in accordance with Operational Procedure I-19. Failure to complete all four (4) certifications at the end of one (1) year period shall be grounds for removal from Special Operations Assignment.

Battalion Chiefs permanently assigned to Special Operations shall receive three (3%) percent assignment pay provided they meet qualifications for assignment. If the County assigns Battalion Chiefs (who hold the four (4) certificates required for Special Operations assignment and both baseline and annual physical) to Special Operations as a temporary assignment, they shall receive three (3%) percent on the days assigned.

All employees who are assigned to the Aerials, or to rescues in stations where Aerials are "housed", as the result of a bid award, temporary assignment, or daily assignment and meet the following requirements will receive two (2%) percent assignment pay added to their base pay.

The requirements are:

- Rope Rescue Operational Level
- Department approved Aerial Operations or any FSFC 703 course.
- Department Approved Dive Rescue Training (only for employees assigned to TR57/R57 and L73/E73/R73/R273)

All employees, not assigned to Special Operations, permanently assigned, temporarily assigned, or daily assigned to a Dive Unit shall receive one (1%) percent assignment pay.

II. Nonoperational personnel shall receive the following assignment:

| | |
|---------------------------------|----|
| BOSS Assignment to Plans Review | 5% |
| Shop Foreman* | 5% |

*see Shop Foreman qualifications in Article 18 Promotions

III. Battalion Chiefs, Special Operations Captains, and EMS Captains

| | |
|--|----|
| Battalion Chiefs Assigned to Floating Squad | 5% |
| EMS Captains Assigned to Floating Squad | 5% |
| Special Operations Captains Assigned to Floating Squad | 5% |

IV. Staff Captain Assignment

All employees assigned to Staff Captain, prior to 10/01/2012, receive Specialty Captain pay scale and one percent (1%) incentive pay. 24 hour shift employee so assigned shall receive an additional 5% for days.

Employees assigned to Staff Captain, between 10/01/2012 and 09/30/2018 shall be paid their regular rate of pay including current assignment and incentive pay, plus 10% Staff Captain assignment.

Employees assigned to Staff Captain after 10/01/2018 will receive 10% Staff Captain assignment and will only receive any current paramedic assignment, paramedic incentive pay, or Certified Inspector incentive pay.

Staff Captains that accept the one allowable promotion will be slotted into the pay classification based on the promotional increase detailed in Section 5 of this Article with appropriate assignments.

B. EMT Assigned to an ALS Unit – Any Firefighter, Driver Operator, or Captain, assigned to an ALS unit and certified as an EMT, shall receive five (5%) percent additional earnings added to their base pay.

C. Driver Operators – Employees who drive/operate an Engine, Aerial, Tender, Special Operations Unit, Rescue Pumper, shall receive the Driver Operator pay in accordance with the provisions of this Article.

D. Assignment to Non-Twenty-Four (24) Hour Shift – Except for extenuating circumstances, the County shall request twenty-four (24) hour shift employees to volunteer for assignment to non-twenty-four (24) hour shift/day. If the County cannot obtain sufficient persons by such action within a reasonable time period, then the County has the right to assign twenty-four (24) hour shift employees to work a non-twenty-four (24) hour shift/day.

E. Paramedics – All Firefighters and Lieutenants who are Department Protoled Paramedics shall receive the fifteen (15%) percent assignment pay and shall be required to function as Paramedics. Captains and Driver Operators, who are Department Protoled Paramedics, shall receive ten (10%) percent Paramedic assignment.

Department Protoled Paramedics assigned to Station 81 (ARFF) shall be eligible for ARFF assignment pay and ARFF Driver Pay (paid only when performing as a driver on a daily basis), in addition to the Paramedic assignment pay described above. Department Protoled Paramedics assigned to the Bureau of Safety Services who also possess a current State Fire Safety Inspector certification shall be eligible to receive Fire Prevention (with full-time Fire Safety Inspector certification) pay, in addition to the Paramedic assignment pay described above. Probationary Paramedics who utilize extended leave shall have their fifteen (15%) percent Paramedic pay removed from their base pay for the period of their extended leave. Upon return to duty from extended leave, the employee shall be eligible to again receive fifteen (15%) percent Paramedic pay.

F. Retention of Assignment – Persons shall retain their assignment so long as they remain certified (if the assignment requires certification), do not voluntarily relinquish the assignment, and are not removed for just cause. “Just cause” may include matters bearing upon performance.

G. Pay After Assignment Ends – Persons who cease to be assigned to one (1) of the above assignments shall be paid as follows:

1. **Paramedic** – A person who is no longer assigned as a Paramedic will be paid at the appropriate step of their Firefighter classification based upon their years of service (seniority).
2. **Fire Prevention** – A person who is no longer assigned to Fire Prevention will be paid at the appropriate step of the Firefighter, Lieutenant, Driver Operator, or Captain classification.
3. **Other Assignments** – All other persons who stop working at one (1) of the above assignments will be paid at the appropriate step of their classification.

Section 3. Step and Longevity Increases

A. Step Increases – For all employees step increases will be given at annual intervals based upon the initial date of hire or the date of promotion. The County may deny a step increase for just cause, which shall relate to the employee’s performance only.

B. Longevity Increases – Longevity increases are based upon years of service (seniority) and this anniversary date does not change in the event of promotion. The amount of the longevity increases are as follows:

| <u>Years of Service (Seniority)</u> | <u>% Above Present Rate of Pay</u> |
|-------------------------------------|------------------------------------|
| 10 | 5% |
| 15 | 2½% |
| 20 | 2½% |

C. Red Circled Employees

1. Employees in a category considered to be “red-circled” shall have their wages frozen for the purposes of steps and across-the-board increases.
2. Longevity increases shall be paid on appropriate seniority basis.
3. Red-circled employees who are slotted in steps beyond those appropriate to their seniority shall remain in those steps until such time as the pay plan catches up.

Section 4 Miscellaneous

A. On-Call.

The time period during which an employee is on-call shall mean the hours during which an employee is on-call outside his or her normal work schedule.

- 1. Mechanics** – Apparatus Technicians and Electronic Technicians assigned to on-call status shall be paid ten (10%) percent above their base rate of pay while on-call. Volunteers shall first be requested to be on-call. If there are not enough volunteers, on-call shall be assigned on a rotation basis. On-call shall be in intervals of one (1) week.
- 2. Fire Prevention and Communications** – Employees in the Fire Prevention Bureau as well as Communication employees assigned to on-call status shall be paid ten (10%) percent above their base rate of pay while on-call.

B. Tool Allowances – The County shall pay a tool allowance of fifty (\$50) dollars per pay period to all Electronic Technicians, Facility Technicians, Fire Apparatus Maintenance Superintendent, and the Fire Rescue Building Coordinator. Fire Apparatus Technicians shall receive a tool allowance of seventy-five (\$75.00) dollars per pay period. If a tool is stolen through no fault of the employee, the County will reimburse the employee if theft is established.

C. Shift Differential – Communicator III and Communicator Supervisor employees working the PM shift shall be paid a five (5%) percent differential above their base rate of pay.

D. Twenty-four (24) Hour Vehicle Assignment – Twenty-four (24) hour vehicle assignment may not be a condition of employment for new employees in those positions, as determined by the County.

Section 5. Promotional Increases

A. Employees who are promoted to the rank of Driver Operator, will initially be paid at the starting rate for that classification, provided that, if the starting rate results in less than a five (5%) percent raise for the employee, then the employee shall be paid at the next highest step which will provide at least a five (5%) percent raise. Employees who are promoted to the rank of Lieutenant will initially be paid

at the starting rate for that classification provided that if the starting rate results in less than a five (5%) percent raise for the employee, then the employee shall be paid at the next highest step which will provide at least five (5%) percent raise (except Driver Operators, who shall be slotted at an equal rate of pay). Firefighters who are promoted to the rank of Lieutenant will initially be paid at the starting rate for that classification provided that if the starting rate results in less than a ten (10%) percent raise for the employee, then the employee shall be paid at the next highest step which will provide at least a ten (10%) percent raise. Driver Operators who are promoted to the rank of Lieutenant will initially be paid at the starting rate for that classification provided that if the starting rate results is less than a five (5%) percent raise for the employee, then the employee shall be paid at the next highest step which will provide at least a five (5%) percent raise. Employees who are promoted to the rank of Captain will initially be paid at the starting rate for that classification, provided that if the starting rate results in less than a fifteen (15%) percent raise for the employee, then the employee shall be paid at the next highest step which will provide at least fifteen (15%) percent raise. Employees who are promoted to the rank of ARFF Captain, Special Operations Captain, or EMS Captain will initially be paid at the starting rate of that classification, provided that if the starting rate results in less than a ten (10%) percent raise for the employee, then the employee shall be paid at the next highest step which will provide at least a ten (10%) percent raise. Employees who are promoted to the rank of Battalion Chief will initially be paid at the starting rate of that classification, provided that if the starting rate results in less than a ten (10%) percent raise for the employee then the employee shall be paid at the next highest step which will provide at least a ten (10%) percent raise. Communicator III's who are promoted to the rank of Communicator Supervisor will initially be paid at the starting rate of that classification, provided that if the starting rate results in less than a ten (10%) percent raise for the employee, then the employee shall be paid at the next highest step which will provide at least a ten (10%) percent raise. All other promotions to a position in this Agreement, not provided above, shall be slotted in the pay classification of the new position which provides a minimum of a 10% pay increase.

- B.** Red Circled Employees who are promoted shall be paid at the next step next above their previous rate of pay.

- C. Assigned Paramedics who have been receiving fifteen (15%) percent assignment pay who are promoted to the rank of Captain and no longer assigned as Paramedic shall be paid at the next closest step in the Captain pay range that either maintains their current rate of pay (with assignment pay) or results in a salary increase.
- D. Employees who are promoted shall have their performance review date changed to the date of promotion.
- E. When an employee is promoted from a position, other than Staff Captain, that person shall have their pay increase calculated in accordance with past practice. However, if the calculation of the promotion results in a pay decrease, that employee shall be slotted in the pay plan of the new position in the next step that does not cause the reduction in pay. Once slotted the employee shall remain red-circled until such time as the pay plan catches up to the employee's salary other than longevity.

Section 6. Working in other Classifications (Step-ups)

A. Firefighters

Firefighters, Driver Operators, or Lieutenants temporarily assigned to work as Captains for one half (½) shift or more shall receive a five (5%) percent wage supplement paid retroactively to the beginning of the first shift.

Firefighters temporarily assigned to work as Driver Operators for one half (½) shift or more shall receive a five (5%) percent wage supplement paid retroactively to the beginning of the first shift.

Firefighters and Driver Operators temporarily assigned to work as Lieutenants for one half (½) shift or more shall receive a five (5%) percent wage supplement paid retroactively to the beginning of the first shift.

B. Captains

Captains temporarily assigned to work as ARFF Captains, Special Operations Captains, or EMS Captain for one half (½) shift or more shall receive a five (5%) percent wage supplement paid retroactively to the beginning of the first shift.

Captains assigned to the airport, who are not on the established ARFF Promotional Register and provide ARFF Captain coverage, shall receive a two (2%) percent wage supplement.

C. Battalion Chiefs

Employees temporarily assigned to work as a Battalion Chief for one half (½) shift shall receive a five (5%) percent wage supplement paid retroactively to the beginning of the first shift.

D. Communicators

A Communicator III assigned to work as a Communicator Supervisor shall receive a five (5%) percent wage supplement for all hours worked.

Communicator III that are Certified Training Officers (CTO) shall be entitled to five (5%) percent for all hours worked when assigned to train employees.

E. Out of Class

In the event that management requires an employee (including a Battalion Chief) to assume a supervisory position of higher responsibility than the employee's normal assignment (which is also not covered by the step-up provisions of this Article), that employee shall be entitled to five (5%) percent step-up pay for all hours worked in that capacity. In the event that management requires an employee (including a Battalion Chief) to assume a role in a position of lower responsibility than the employee's normal assignment, that employee shall not suffer a loss in pay.

F. Trauma Hawk Field Training Officer

Trauma Hawk employees temporarily assigned to train new employees shall be entitled to two (2%) percent while working in such capacity.

Section 7. Re-Assignment

Any employee who is moved from one assignment or classification to another of a lesser pay grade by the Department shall receive no more than five (5%) percent reduction in pay and that the employee shall be "Red Circled" until the Pay Plan

catches up to the employee, except if the movement of the employee is based on performance and subject to the just cause standard, in which case the employee shall be paid at the appropriate rate for the demoted position. Any employee who voluntarily moves from one assignment or classification to another shall be placed in the appropriate position in the pay scale for the job that the employee is moving to.

Section 8. Overpayment/Underpayment/Repayment

In the event of a pay error, the maximum period utilized for the calculation of the amount of overpayment or underpayment shall be eighteen (18) months. This shall apply to pay errors identified after the ratification of this Agreement.

In the event an employee is overpaid they will be required to pay back the County in either a lump sum or at the employees discretion, have the amount repaid over the same number of pay periods in which the employee received the overpayments.

In the event of separation from the County, any monies owed the County that are not recouped will be deducted from the employee's final paycheck.

ARTICLE 20 – WORK WEEK

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

- A.** The average work week for twenty-four (24) hour shift employees shall be forty-eight (48) hours, with twenty-four (24) hours on duty and forty-eight (48) hours off duty, with an additional shift off (Kelly Day) after every seventh (7th) shift. The FLSA work period for shift employees is twenty-one (21) days.
- B.** The starting time is 7:30 a.m.
- C.** Kelly Days will be selected following the annual bid process and before vacation selections are made annually. For all employees, the selection of Kelly Days shall be determined by shift on a Department-wide basis, based on seniority as defined in the current Collective Bargaining Agreement. The following method will be utilized in the Kelly Day selection process. The Department-wide Kelly Day slots shall be determined by the total number of personnel per classification per shift divided by seven (7) with an additional slot added for each fraction above the whole number after the division by seven (7). Seven (7) representing the seven (7) days of the week. The additional slot(s) are based on personnel selection. Example: fifty-eight (58) personnel divided by seven (7) will result in five (5) days of the week with eight (8) personnel off on Kelly Day and two (2) days of the week with nine (9) personnel off on Kelly Day. The total number of Kelly Day slots will equal the total number of personnel per shift per classification. These Kelly Day selections shall become effective the first Kelly day cycle commencing the following January.

Once the Kelly day selection process is completed, the roster of personnel shall be available electronically.

- D.** Kelly Days may be exchanged regardless of Kelly Day cycles on a permanent or temporary basis by two (2) mutually agreeable employees in accordance with Article 22 (Exchange of Time) of this Collective Bargaining Agreement except that employees may exchange Kelly Days between ranks and assignments subject to the restrictions in Section 1C of this Article.

- E.** If an employee requests a transfer, is demoted, or accepts a promotion or assignment into a new classification, the employee shall be assigned a Kelly Day on the shift to which the employee is to be transferred. This Kelly Day will remain in effect for the remainder of the annual Kelly Day cycle provided the employee remains in that classification.
- F.** If an employee is involuntarily transferred to a different shift by the County, Department-wide restrictions will not apply and the employee shall maintain his or her previously scheduled Kelly Day for the remainder of the annual Kelly Day cycle without displacing any of the already scheduled employees from their selection.
- G.** If a problem arises in the implementation of this Article, the Union Vice President and the Division Chief shall meet to resolve the problem.

On an emergency basis, and in the discretion of the Fire Rescue Administrator, all personnel shall be available for call back. In the event of a major emergency (i.e., earthquake, tropical storm, hurricane, or civil emergency) personnel who are required to work on a scheduled Kelly Day shall be paid overtime. Other than a major emergency, personnel shall not be subject to mandatory overtime on a scheduled Kelly Day.

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

The work week for all employees who are not working a twenty-four (24) hour shift shall be forty (40) hours, except as noted otherwise in this Section.

- A. Bureau of Safety Services** – The work week, commencing at 8:00 a.m. and concluding at 4:30 p.m. for Fire Prevention employees shall be forty (40) hours plus a one-half (½) hour daily lunch. This starting and concluding time shall not apply to employees who are assigned to the Investigation Bureau or to employees working a 4-10 schedule. Except for the Investigations Bureau, the Bureau of Safety Services shall be allowed to work a four (4) ten (10) hour day schedule, Monday through Friday. The Department's Fire Marshal shall evaluate the program to determine the effectiveness of its implementation. Should it be determined that the four (4) ten (10) hour day program is not beneficial to the Department, the Fire

Rescue Administrator may choose to discontinue the program and return to the previous work schedule. The County maintains the authority to move or change an assignment or work schedule based on performance which is based on observed occurrences after counseling has occurred.

B. Communications Employees

1. The work week for Communicator III's and Communications Supervisors shall be an average of forty-two (42) hours utilizing twelve (12) hour shifts arranged in the following manner:

Four (4) twelve (12) hour shifts on-duty, followed by three (3) days off, then;

Three (3) twelve (12) hour shifts on-duty, followed by four (4) days off. This pattern will be repeated to assure continual staffing of the Alarm Office. The morning shifts start time shall be 0700 hours and the evening shifts start time shall be 1900 hours. The Communications Training Supervisor and Communications Center Quality Assurance Manager shall work a forty (40) hour work week, consisting of four (4) ten (10) hour days. The work week for communications employees may be modified by agreement between the Union President and the Fire-Rescue Administrator.

2. Twelve (12) hour shift employees shall be paid for actual hours worked in each of the work week schedules contained within a pay period, provided that all hours in excess of forty (40) within the seven (7) day work week shall be considered overtime unless otherwise stipulated within this Agreement. Example: Employees would receive thirty-six (36) hours straight time pay for one (1) week, plus forty (40) hours of straight time pay plus eight (8) hours of overtime pay, at time and one-half, for the second week of a normal two-week pay period.

3. Sick time shall not count as "time worked" for purposes of overtime calculations, therefore any employee taking sick time will have those hours deducted from the total hours compensated for that week prior to calculating any overtime payment due. Example: In the week where the employee is scheduled to work four (4) twelve (12) hour shifts, they utilize twelve (12) hours of sick leave. That employee would receive thirty-six (36) hours of straight time pay,

plus twelve (12) hours of sick leave compensation (at straight time, providing they have time remaining in their sick leave bank) for a total of forty-eight (48) hours of straight time pay.

4. Communications employees hired prior to October 1, 2002, shall receive an additional five (5%) percent pay incentive.

C. Shop Personnel – The work week for shop personnel shall be forty (40) hours as follows: Employees shall work five (5), eight (8) hours shifts, Monday through Friday. Shop personnel shall be allowed to work a rotational four (4) ten (10) hour day schedule, Monday through Friday. The Support Services Deputy Chief shall evaluate the program to determine the effectiveness of its implementation. Should it be determined that the four (4) ten (10) hour day program is not beneficial to the Department, the Fire Rescue Administrator may choose to discontinue the program and return to the previous work schedule. The County maintains the authority to change a work schedule based on performance which is based on observed occurrences after counseling has occurred.

D. Flight Medics – The work week for all Flight Medics shall average forty-two (42) hours. The FLSA work period shall be the twenty-one (21) day Kelly cycle. The work week for Flight Medics may be adjusted by mutual agreement between the Fire-Rescue Administrator and the Union President.

E. Fire Operations Officers – The work week for all Fire Operations Officers shall be forty-two (42) hours, with twenty-four (24) hour shift on duty followed by seventy-two (72) hour shift off duty starting at 0700 hours without a loss in pay.

F. Staff Captain – The work week for employees assigned as Staff Captain may be four (4) ten (10) hour days, or five (5) consecutive eight (8) hour days as approved by the appropriate Division or Deputy Chief and agreed to by the employee. Notice of any change(s) shall be provided to the Union at least seven (7) days prior to the effective date of the change.

G. Except for Bureau of Safety Services employees, all employees working at Headquarters assigned to a non-twenty-four (24) hour shift scheduled, may be assigned to four (4), ten (10) hour shifts when agreed upon by the Fire

Rescue Administrator and the Union President. Employees placed in "non-safety sensitive" positions, pending evaluation or investigation, or on "light-duty" assignments, are not eligible for four (4) ten (10) hour days.

Section 3. **Early Release.**

Personnel may be released from duty prior to their normal starting time if the following criteria are met:

- A.** The release must be sanctioned and approved by the Station Officer who shall note the time of the release in the station logbook.
- B.** Both employees must be in agreement of exchange.
- C.** Must be for one (1) hour or less (earlier may be approved in accordance with Article 22).
- D.** Fifth (5th) occurrence or higher sick leave disincentives have not been applied.

ARTICLE 21 – OVERTIME

Section 1. All work performed outside of the employee's regular work day shall be paid at the rate of time and one-half ($\frac{1}{2}$) the employee's straight time rate of pay, except as otherwise provided in this Article.

Section 2. All employees who work a twenty-four (24) hour shift shall be designated as partially exempt under Section 7(k) of the Fair Labor Standards Act.

Section 3. Employees who do not work a twenty-four (24) hour shift (except for Communications employees, Fire Operations Officers, Trauma Hawk Flight Medics and Battalion Chiefs) scheduled in advance to work on a Sunday or a holiday for non-emergencies; shall be paid at the rate of double time the employee's straight time rate of pay. Support Services personnel and Investigators who work on holidays shall receive double the employee's straight time of pay.

Section 4.

- A.** Communications employees shall not be assigned to work more than sixteen (16) consecutive hours. All hours worked in excess of the employee's normal shift shall be paid at time and one half ($\frac{1}{2}$), unless otherwise stipulated within this Collective Bargaining Agreement.
- B.** Overtime distribution for Communication employees shall first be determined by volunteers, in seniority, on the off-going shift, on a rotation basis, provided, that employees who have gone out of pay status at any time during the same pay cycle, shall not be called for overtime. Thereafter, the County may call absent employees for volunteers. If there are no volunteers, employees on the off-going shift shall be held over by reverse seniority on a rotational basis.

Section 5. For operational employees, overtime shall be issued in accordance with the department's overtime policy, #FR-O-102, which may be amended by agreement between the Fire Rescue Administration and the Union President.

Section 6. All employees shall be paid overtime in one-quarter ($\frac{1}{4}$) hour increments.

Section 7. Compensatory time may be offered to the Bureau of Safety Services, Support Services, Training and Safety Division, Trauma Hawk, Fire Operations Officer, Honor Guard/Pipes and Drums employees, Communicator III, Communications Supervisor, Communications Center Quality Assurance Manager, Communications Center Training Supervisor/Coordinator, and the Department Chaplain(s) in lieu of overtime pay, subject to the following situations:

- A.** The Fire Rescue Administrator shall have the option of offering compensatory time in lieu of overtime pay at a minimum rate of time and one-half (½).
- B.** Once offered, an employee shall have the option of receiving compensatory time in lieu of overtime pay.
- C.** There shall be a maximum accrual of one-hundred and twenty (120) hours for all employees. Any time in excess of this shall be paid at the appropriate rate of pay for the hours worked.
- D.** If an employee is permanently separated from the County, the employees shall be compensated for any unused compensatory time at either of the following rates, whichever is higher.
 - 1.** The average rate earned over the last three (3) years.
 - 2.** The final regular rate received by such employee.
- E.** The Fire Rescue Administrator reserves the right to offer to cover non-operational events, including training, outside the normal duty hours as comp time only when advertised as such prior to the event. Such comp time shall be accrued at time and one-half (1 1/2).
 - 1.** The average rate earned over the last three (3) years.
 - 2.** The final regular rate received by such employee.
- F.** It is understood between the parties that forty (40) hour personnel assigned to headquarters based on operational need are covered under the Compensatory Time provisions of this article. Employees placed in "non-safety sensitive" positions pending evaluation or investigation or on "light-duty" assignments are not eligible for compensatory time.
- G.** Compensatory Time is not allowed for Disaster Overtime.

Section 8. Special Event Pay.

Employees shall be compensated at a rate of thirty dollars (\$30.00) per hour for all hours worked during a Special Event that falls under the following criteria:

- A.** It is the employee's sole option to work or not work the event; and
- B.** The County has a contract with the separate employer for whom the service is being performed; and
- C.** The separate employer compensates the County for hours worked by the employee as well as administrative fees as applicable; and
- D.** The event is not covered during the employees normal working hours; and
- E.** Hours worked for the Special Event shall not be combined with regular hours worked by the employee for the purposes overtime compensation.

The County shall pay the Union four dollars (\$4.00) per employee hour billed to the requesting agency for each permitted Special Event to compensate it for administrative functions relating to the scheduling and coordination of special event coverage. The Union shall invoice the County for this amount at the end of each fiscal quarter. This cost to the County shall be added to the rate charged by the County to the agency requesting special event coverage.

Section 9. On-call Technicians shall be paid overtime in one-quarter (1/4) hour increments for any phone calls they receive that are related to their on-call status.

Section 10. SWAT Medic Pay.

- A.** Employees attending mandatory SWAT training will be paid at time and a half for all hours worked. Training that is not mandatory will not be paid by the Department.
- B.** SWAT employees that are called back will be paid a minimum of three (3) hours of overtime.

ARTICLE 22 – EXCHANGE OF TIME

Section 1. Shift employees (including Communications employees and Mechanics) may exchange shifts, or parts of shifts, with another employee of at least the same classification and assignment subject to forty-eight (48) hours advance notice (twenty-four (24) hours for Communications employees) and approval by the Battalion Chief of each of the exchanging employees. For non-twenty-four (24) hour shift employees, approval must be obtained from the supervisor in charge of scheduling. Less advance notice may be accepted at the discretion of the immediate supervisor, for extenuating circumstances. Battalion Chiefs may exchange a shift, or part of a shift, with an employee of the same rank or an employee on the final Battalion chief promotional register with the approval of the District Chief. Communications Supervisors may exchange with another Supervisor or a Communicator III with the approval of the Alarm Office Manager. The approval shall be based on the employees who are scheduled to work on the date and time of the exchange. Upon approval, the Alarm Office Manager, shall designate the acting Supervisor for that shift. The approval and designation shall be determined by past experience and performance in an acting Supervisors position.

Section 2. When an Officer or Driver Operator exchanges a shift or a part of a shift with a “qualified” employee, (“qualified” being any employees who are listed on the final promotional register, or an employee of the same rank), the person who mutually agrees to the exchange of time shall not be paid for step up pay while working in that exchanged position. However, if an employee on an exchange works any position of higher rank than that of the employee with whom they exchanged time with, they will receive applicable step up pay or assignment pay. In no case will an employee or an exchange of time receive more than five (5%) percent step up pay for an assignment.

Section 3. Exchange of time shall be requested in accordance with the Department’s policy and shall be subject to approval by the immediate supervisors affected.

Section 4. No exchange of time can result in an employee working in excess of two (2) consecutive shifts.

Section 5. Communications employees shall not exchange shifts, which result in the employee working more than sixteen (16) consecutive hours or more than forty (40) hours in any seventy-two (72) hour period of time. A Communication employee who exchanges

time with another Communication employee who is in on-call status, shall assume all on-call status responsibilities and obligations.

Section 6. Employees shall be limited to no more than fifteen (15) consecutive shifts off which may include Exchange of Time, Kelly Days, and Vacation. Contained within these fifteen (15) consecutive shifts, Exchange of Time shall be limited to five (5) consecutive shifts. At the discretion of the Deputy Chief of Operations, time off combinations of vacation, Kelly Days, and exchange of time greater than fifteen (15) consecutive shifts and/or the exchange of time limitations may be waived.

Section 7. Employees shall have no more than two (2) reliefs within a twenty-four (24) hour shift.

Section 8. When an employee who is scheduled to exchange time for another employee does not report or goes off duty for any reason, that employee will be charged with either holiday, vacation or sick time or will be placed in non-pay status.

Section 9. All pay-backs for exchange of time are the responsibility of the employees involved in the exchange.

ARTICLE 23 – CALL BACK

Section 1. Any employee called back (required to report at a work location) shall be paid for the actual time worked at the rate of time and one-half ($\frac{1}{2}$) the employee's straight time rate of pay (in one-quarter ($\frac{1}{4}$) hour increments). An employee shall receive a minimum of three (3) hours call-back pay, except as provided for in Section 2 below. However, if a second call occurs after the employee has returned home from a call back, but during the first three (3) hour block, the employee shall be paid at time and one-half ($\frac{1}{2}$) the employee's straight time rate of pay for all hours worked until the receipt of the second call, and then a guaranteed minimum three (3) hour block from the beginning of the second call forward. This pattern of "rolling" the minimum block shall continue, so long as the employee does not complete the final call. Once the employee has completed the three (3) minimum call back, and then receives an additional call back, the employee shall be eligible for an additional minimum three (3) hours of call back pay.

Section 2. An employee shall receive a rate of time and one-half ($\frac{1}{2}$) on an hour for hour basis for those events which have been pre-scheduled and contiguous to the normal work schedule for intubation training, promotional testing relief, ARFF annual burn and any other mutually agreed upon event by the Fire-Rescue Administrator and the Union President.

Section 3. Employees scheduled to work anticipated overtime which is not cancelled eight (8) hours in advance shall receive a minimum three (3) hours overtime.

Section 4. For ARFF employees who are on duty the day of the annual training burn and prescheduled to participate out of the area for twelve (12) hours or more for the training will, upon returning from the training, be released from duty for the remainder of the shift with pay.

Section 5. Employees assigned to BOSS shall receive a rate of time and one-half on an hour for hour basis for pre-scheduled events contiguous to the work day. If the pre-scheduled event is scheduled 60 minutes or longer past the normal work schedule, then the employee is entitled to a minimum of three (3) hours overtime or comp time. This is to included approved pre-scheduled events on weekends, holidays and special events authorized by the Fire Marshal.

ARTICLE 24 – INCENTIVE PAY

Section 1.

In order to provide a pool of employees who are certified, and available, the County shall pay the following amounts for employees who are certified as noted. Except as noted below, Incentive Pay shall be paid in two (2) equal installments, in advance for the following months, to be paid in the first pay period ending in December and May. Except for employees who retire, employees who add or drop incentive pay shall have their amounts pro-rated appropriately.

I. Department Protoled Paramedics

All Department Protoled Paramedics will receive three (3%) percent on their base pay, paid biweekly as an educational and training incentive.

Protoled by the Medical Director according to the following standards:

- a. Successfully complete Paramedic school;
- b. Successfully complete the Department's protocol test;
- c. Successfully complete ACLS or Department approved equivalent;
- d. Successfully complete up to four (4) months of ride time assigned to an ALS/rescue. (May be reduced or increased at the discretion of the Medical Director).
- e. In the event that a Paramedic, who is not assigned, elects not to accept Paramedic incentive pay, that employee shall be excluded from functioning as a Paramedic under the Medical Director's authority. Once dropped, an employee shall not be eligible for incentive pay for twelve (12) months.

II. Certified Inspectors

(Not assigned to Fire Prevention Bureau) \$600.00

Effective October 1, 2008, Fire Safety Specialist employees only shall receive the following incentives to a maximum of two (2%) percent.

| | | |
|-----|----------------------------------|------------------|
| (a) | NFPA Certified Fire Inspector I | one (1%) percent |
| (b) | NFPA Certified Fire Inspector II | one (1%) percent |
| (c) | NFPA Certified Plans Examiner | one (1%) percent |
| (d) | Florida Fire Safety Inspector II | one (1%) percent |
| (e) | Fire Investigator I | one (1%) percent |

III. EMS, ARFF and Special Operations Captains

EMS, ARFF and Special Operations Captains shall receive a six (6%) percent training incentive on their base pay.

IV. Communications Employees

Existing communications employees who obtain an Emergency 911 Dispatch Certification (208 Hour Program) shall receive two hundred fifty (\$250.00) dollars annually and shall be paid in the first pay period ending in December. Communications employees who complete a minimum of fifty (50) hours of Department approved continuing education within a two (2) year period shall be eligible for incentive pay of five hundred (\$500.00) dollars annually, paid in two (2) equal installments. The two (2) equal installments shall be paid in advance for the following months, to be paid in the first pay period ending in December and May.

Section 2. Incentive pay shall be considered as salary for purposes of FRS.

ARTICLE 25 – EDUCATION

Section 1. Upon completion of any course approved by the Fire Rescue Administrator, employees shall be reimbursed one hundred (100%) percent of the tuition costs, up to two thousand five hundred (\$2,500) dollars, provided the employee received a grade of "C" or better. Such approval shall not be unreasonably denied. As an exception, employees seeking an approved Bachelor's Degree or higher are eligible for up to five thousand(\$5,000) dollars per fiscal year for tuition reimbursement for the completion of one (1) degree program.

Section 2. For purposes of reimbursing an employee's tuition, the cap shall be based on the date of course completion, regardless of the fiscal year in which it is reimbursed. It shall be the responsibility of Palm Beach County Fire Rescue to track these caps in accordance with the policies referenced in this article.

Section 3. Education reimbursement shall be processed in accordance with the department's education reimbursement PPM FR-T-203, which may be amended by agreement between the Fire Rescue Administration and the Union President.

ARTICLE 26 – CERTIFICATION

Section 1. EMT Certification

All employees hired on or after January 1, 1986, who are required to have a Firefighter certificate, shall be required to maintain State of Florida EMT certification in accordance with State of Florida requirements.

Section 2. Promotions

- A.** All employees promoted to the classifications of Driver Operator, Captain, ARFF Captain, Special Operations Captain or Battalion Chief, on or after October 1, 1993, shall maintain at least an EMT level of medical certification.
- B.** All employees hired as Firefighters on or after October 1, 1999, may be required to become Department Protocoled Paramedic (as defined in Article 24) within thirty-six (36) months of hire, in accordance with State of Florida requirements.

Section 3. Fire Safety Inspector

All Battalion Chiefs, currently certified as such, shall be required to maintain Fire Safety Inspector certification, in accordance with State of Florida requirements.

Section 4. Recertification

The County shall pay State of Florida recertification fees for full time Fire Safety Inspector (including Battalion Chiefs), Paramedic and EMT recertification and shall also provide reimbursement for employees who take required recertification courses, if such course is not offered by the County. Any recertification course required by the State of Florida, and which is not available to the employee while on duty, will be taken by the employee while off duty and shall not be considered as time worked. Any recertification course required by the County, but which is not required by the State of Florida, and not available to the employee while on duty, will be taken by the employee and shall be considered as time worked.

The County will continue to reimburse for fees and courses relating to certifications and recertifications that have been previously paid by the Department and any additional

courses/training determined to be beneficial to the Department and approved by the Fire Rescue Administrator.

Section 5. Paramedic Sponsorship

Any employee who accepts a position in the Paramedic program under the County's sponsorship arrangement shall sign an agreement indicating that the employee will remain certified and function as a Department Protocoled Paramedic as a condition of employment for a period of five (5) years unless unable to do so due to illness, injury, or other reasonable condition. No employee will be required to give up his/her bid position to attend the Paramedic program and shall remain until the employee bids out, subject to reassignment as a Paramedic on a temporary basis. Additionally, these employees shall remain employed for at least three (3) years or repay the cost for the sponsorship as follows: if the employee voluntarily leaves employment less than one (1) year completion, the employee will repay the entire cost of the sponsorship; if the employee voluntarily leaves employment within two (2) years after completion, the employee will repay sixty-seven (67%) percent of the cost of the sponsorship; if the employee voluntarily leaves employment less than three (3) years after completion, the employee will repay thirty-three (33%) percent of the cost of the sponsorship.

Section 6. Firefighter

The following bargaining unit positions have been, and continue to be, a part of the promotional career path of Firefighters. As such, the positions are required to maintain their State of Florida Minimum Standards certification:

- Driver Operator
- Lieutenant
- Captain
- Air Rescue Fire Fighting Captain
- Special Operations Captain
- Staff Captain
- EMS Captain
- Battalion Chief
- District Chief

ARTICLE 27 – UNIFORMS

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

A. A committee shall be established to write specifications for uniforms, and to select a vendor under the RFP process. This committee shall consist of two (2) members selected by the Union and two (2) members selected by Management. For new employees, excluding flight medics, the County shall provide the following items via the approved vendor:

OPERATIONS:

- 1 class A-long sleeve shirt
- 3 pair of pants
- 1 EMS pants
- 2 belts with buckle
- 1 pair shoes
- 1 pair boots
- 1 jump suit
- 1 windbreaker
- 6 T-shirts
- 3 pair Gym Shorts
- 1 class C-short sleeve shirt
- 1 tie

NON-24 HOUR EMPLOYEES:

- 1 class A-long sleeve shirt
- 5 Polo shirts
- 5 pair of pants/skirts
- 1 Department badge
- 1 belt with buckle
- 1 pair shoes/boots
- 1 windbreaker
- 1 Department badge

SUPPORT SERVICES:

- 5 T shirts
- 5 pair of BDU/work pants
- 1 cap
- 1 belt
- 1 pair shoes/boots
- 3 T-shirts
- 1 jumpsuit
- 1 windbreaker

B. **Bunker Gear** – The County shall provide the following items to new Firefighters:

- 1 SCBA mask
- 1 coat
- 1 pair of pants
- 1 helmet
- 1 pair of boots
- 1 pair of gloves
- 1 set of suspenders
- 1 PBI hood
- 1 OSHA approved hearing protection device (to be made available to all employees)

The County shall provide the appropriate personal safety equipment to newly promoted employees including collar emblems/insignias as required. Employees shall have the option of purchasing a Department approved leather helmet in accordance with Department policy.

- C. Replacement of Items** – The County shall replace any of the items in Paragraph B, as necessary, upon approval of the Battalion Chief (or District Chief in the case of Battalion Chiefs); provided that the County is not required to replace such items at any time if loss or damage is due to the fault of the employee. Except for employees receiving uniform rental service, on each October 1st thereafter, there shall be a uniform credit with the selected vendor of four hundred dollars (\$400.00) to be used for the purchase of items as approved above. Battalion Chiefs and EMS Captains shall receive an additional two hundred dollars (\$200.00) uniform credit to be used for the purchase of white uniform shirts. In lieu of a uniform credit, the Union officer relieved from duty pursuant to Article 4, Section 5, shall receive four hundred dollar (\$400.00) payment on or about October 1 of each year. The County shall provide an employee two (2) new polo shirts or four (4) new T shirts, as appropriate based on the classification the employee will hold, any time an employee is promoted, demoted, reclassified, or reassigned if such promotion, demotion, reclassification, or reassignment (1) results in the embroidered/printed rank on the employee's shirt no longer being accurate and (2) is anticipated to last more than ninety (90) days.

Replacement brass/name plates will be purchased through the employee's uniform credit.

- D. Footwear** – As a part of the daily uniform and on any call not requiring bunker gear employees shall be permitted to wear black shoes/black boots provided that they enclose the entire foot. In the event that the County deems it necessary to provide footwear to any of the specialty fields the same footwear shall be made available to all employees at the same cost as the County is paying.
- E. T Shirts** - shall be worn by all operational personnel at the rank of Company Officer and below as part of the daily uniform except when performing Public Education activities, Fire Safety Inspections or public presentations, attending classroom training activities or other times at headquarters, they shall wear clean, pressed Class C or above uniform.
- F.** Battalion Chiefs and EMS Captains are to wear complete Class D uniform except when performing Public Education activities, Fire Safety Inspections or public presentations, attending classroom training activities or other times at headquarters, they shall wear a clean, pressed Class C or above uniform.

Section 2. Non-Twenty-Four (24) Hour Shift Employees(excluding Flight Medics)

A. Support Services

The County shall provide a uniform rental service for Apparatus Technicians, as well as offering a credit of One hundred-fifty (\$150.00) dollars to be used at the designated uniform vendor. In addition, the County shall initially provide Support Services personnel with one pair of safety-toe boots or safety-toe shoes which will be replaced on an as needed basis.

- B. Fire Prevention, Public Education, Dispatch, Training, Personnel in Video Production, the Exercise Physiologist and the Wellness Coordinator** – The County shall designate a private vendor for the purchase of approved items.

Section 3. The Fire Rescue Administrator retains the full authority to determine when uniform/equipment shall be replaced and to set specifications for all uniform equipment.

Section 4. Employer Responsibility

In order to strive to achieve the goal of providing the best available protective clothing and equipment for all employees, all new clothing or equipment which features a design charge or standard charge shall be submitted to the Joint Health and Safety Committee for its consideration and advice. Any decisions regarding use or purchase, however, shall be reserved to the Fire Rescue Administrator.

Section 5. Employee Responsibility

Employees have a responsibility to use the uniform credit to maintain their uniforms in a condition which presents a professional appearance to the public, in accordance with Policy #FR-A-201, and may be amended by agreement between the Fire Rescue Administrator and the Union President.

- A. Upon termination of employment the employee shall be responsible for returning all bunker gear, badge, and Department I.D. provided, however, that employees who retire with ten (10) years or more of service may keep their helmet and badge. In the event that this Department assigned equipment is not returned upon separation from the County, the cost of the equipment will be deducted from the employee's final payoffs.
- B. Employees are responsible for securing any Department issued safety gear the employee takes out of the station when off duty. If such gear is lost or stolen as a result of the employee's negligence, the employee shall reimburse the County for the value of such equipment.

Section 6. Dress Uniforms

The Department will provide Class A uniforms to all new employees once they successfully complete their probation.

ARTICLE 28 – VACATIONS

Section 1. Amount of Vacation

A. Twenty-four (24) hour shift employees shall earn annual vacation on the basis of the following schedule:

| Years of Service (Seniority) | Number of Vacation Shifts |
|-------------------------------------|----------------------------------|
| 1 year | 5 |
| 2 years but less than 6 years | 6 |
| 6 years | 6.5 |
| 7 years | 7 |
| 8 years | 7.5 |
| 9 years | 8 |
| 10 years and over | 8.5 |

B. Non-Twenty-Four (24) Hour Shift Employees

Employees who are assigned to work on a non-twenty-four (24) hour shift shall earn vacation on the basis of the following schedule:

| Years of Service (Seniority) | Number of Vacation Days |
|-------------------------------------|--------------------------------|
| 1 year | 13 |
| 2 years but less than 6 years | 15 |
| 6 years | 16 |
| 7 years | 17 |
| 8 years | 18 |
| 9 years | 19 |
| 10 years and over | 20 |

Communications employees assigned to twelve (12) hour shifts shall have the above vacation accruals adjusted to reflect the average forty-two (42) hour work week.

C. When an employee is out of pay status, the employee shall receive accruals pro-rated to reflect the hours during which the employee was in pay status, including all paid leave (sick leave, holidays, funeral leave, jury duty and disability leave), calculated on the basis of the pay period. If an employee is in an out of pay status for more than half of any bi-weekly pay period, no vacation accrual will be given for that pay period.

- D. Employees on leave due to job related disability shall not qualify for the accrual vacation benefits provided; however, they shall accrue benefits during the first thirty (30) days of any such leave.

Section 2. Vacation Scheduling

A. Twenty-Four (24) Hour Shift Employees

- 1. Vacations shall be scheduled from the beginning of the first Kelly Day cycle that starts after December 31st of any given year until the end of the Kelly day cycle that includes December 31st, one (1) year later. The department shall make known the exact starting and ending dates, for the vacation cycle, each year prior to vacation picks. The County shall determine the number of employees who can be off on vacation at any time throughout the year by using the following method based on the maximum possible number of vacation days earned annually. The total number of battalion personnel shall be multiplied by twelve (12). This number is then divided by the total number of shifts within the annual vacation cycle (excluding Kelly Days) and then rounded up to next whole number if $\geq .5$ (example: total battalion personnel times 12, divided by 121, rounded up to next whole number if $\geq .5$). For the ranks of Battalion Chief and EMS Captain, there shall be no less than two (2) slots, in each rank, for the first two (2) rounds of vacation election. In 3rd round vacation selections, there shall be no more than three (3) persons allowed off including vacation and Kelly days. Employees may not schedule vacation time off in excess of their anticipated available accruals including existing banks.
- 2. In October of each year, the County will advise how many shift employees may be scheduled off for vacation during the next cycle of vacation selections beginning in January per shift, per Battalion and by Captains (grand-fathered), Captains, Lieutenants, Firefighters, Driver Operators, and Paramedics. The number of shift employees within a battalion of one (1) to four (4) stations (including the special operations battalion) if requested shall be at least one (1) Captain, one (1) Driver Operator, one (1) Lieutenant and one (1) Paramedic; not to exceed the total number of shift employees as determined by the above method. The number of shift employees within a battalion of five (5) to eleven (11) stations

if requested shall include per battalion (except special operations), at least, two (2) Captains, two (2) Driver Operators, two (2) Lieutenants and two (2) Paramedics; not to exceed the total number of shift employees as determined by the above method. The number of shift employees within a battalion of twelve (12) or more stations, if requested, shall include per battalion (except Special Operations) at least, three (3) Captains, three (3) Driver Operators, three (3) Lieutenants and three (3) Paramedics not to exceed the total number of shift employees as determined by the above method. For the duration of this Agreement, Battalion 3, if requested, shall include per battalion (except Special Operations), at least three (3) Captains, three (3) Driver Operators, three (3) Lieutenants and three (3) Paramedics; not to exceed the total number of shift employees as determined by the above method. All Battalion Chiefs, EMS Captain and Special Operations personnel shall select vacation on a Department-wide basis.

3. Following the annual bid process and Kelly Day selections, shift employees shall select vacation periods by seniority (as defined in the CBA) on a per shift, per Battalion basis. All Battalion Chiefs, EMS Captain, and Special Operations personnel shall select vacation on a department-wide basis. Vacation selection shall be made in three (3) rounds. When an employee has a scheduled and approved first, second or third round vacation selection(s) and is out of work during that scheduled time for other reasons such as worker's compensation, extended leave, light duty, military leave, administrative leave and leave of absence, the vacation selection(s) shall remain frozen and unavailable to other personnel.
 - a. **First Round** – All employees (except one (1) year probationary employees) must submit three (3) requests to select a minimum of four (4) or more consecutive shifts (which may include Kelly Days) within the designated fourteen (14) day vacation selection period. If the requests do not result in a minimum of four (4) or more consecutive shifts (which may include Kelly Days), the District Chiefs will call employees by seniority to schedule the required minimum of four (4) shifts. For one (1) year probationary employees, first round vacation limitations of four (4) or more consecutive shifts shall not apply. First round selections shall be limited to no more than ten (10) shifts, which includes Kelly Days (twenty (20) days for

non-twenty-four (24) hour shift employee) provided that the Deputy Chief may approve vacation selections greater than ten (10) shifts (twenty (20) days for non-twenty-four (24) hour shift employees). Such approval shall not be unreasonably denied. No part of any approved vacation lasting eleven (11) shifts or more (including Kelly Days) may be cancelled. Approved first round vacations may only be cancelled if approved by the Deputy Chief of Operations.

b. Second Round –Employees may submit requests to schedule another single group, with a minimum of three (3) or more consecutive shifts (which may include Kelly Days) within the designated fourteen (14) day vacation selection period and in accordance with the first round limitations. For one (1) year probationary employees, second round vacation limitations of three (3) or more consecutive shifts shall not apply. First and second round vacation awards shall be made no later than fourteen (14) days after the end of the vacation selection period.

c. Third Round – On the designated A, B, and C shifts in December, the Battalion Chief (or Division Chief in the case of the Battalion Chief), will begin to accept requests for vacation scheduling for the upcoming year, which shall be on a first come, first serve basis. If two (2) or more requests for the same day are received on the same day, then the employee with the most seniority will receive the requested day. Employees shall be notified no later than the end of their shift following the shift in which their request was made as to whether their request has been approved or deferred. The date of submittal of deferred time shall then constitute the date for the first come first serve basis. Any third round pick submitted on or after February 1, 2014, and within seven (7) days of the requested day shall not be approved if overtime would result, as determined as of the time of the request.

4. Once approved, vacation time shall not be rescinded by Management except in the event of a major emergency (i.e., earthquake, tropical storm, hurricane, or civil emergency).

5. Twenty-four (24) hour shift employees may cancel or request vacation time only if at least nineteen (19) hours' notice is provided from the start of the shift during which the absence will occur, including Kelly Days. All other employees may cancel or request vacation time only if requested by at least three (3) business days from the start of the leave period. Requests or cancellations, if made with less than the required notice, but prior to the start of the leave period, may be granted at the discretion of the District Chief, however, no request will be unreasonably denied.
6. Emergency Leave – Employees shall be granted emergency leave as necessary, subject to the approval of the District Chief, or in the absence thereof, the Battalion Chief (or any employee acting in either of these capacities) and such approval shall not be unreasonably denied. Once granted, emergency leave shall be charged as actual time used in quarter-hour increments. If the reason for the absence is a qualified use of sick leave, emergency leave shall be charged to the employee's sick allotment. If not, then the absence shall be charged to reserve vacation and finally vacation.
7. Vacation time may be taken in a minimum of two (2) hours and thereafter hour for hour.

B. Non-Twenty-Four (24) Hour Shift Employees

In October of each year, the County will advise how many non-twenty-four (24) hour shift employees may be scheduled off for vacation during the year next beginning on January 1. All non-twenty-four (24) hour shift employees shall select vacation in a First, Second and Third round format. For the Communications Center, on those shifts with at least three (3) employees available to work above the Department's minimum staffing, up to two (2) employees shall be allowed to be scheduled off on vacation. Should vacancies on a given shift (including those due to terminations/resignations, extended leave or Workers' Comp) occur which result in fewer than three (3) employees available to work above the Department's identified minimum staffing, only one (1) employee shall be allowed to be scheduled off on vacation, provided that any previously approved vacations shall not

be cancelled due to changes in available staffing. During the month of November, all Communications employees except newly hired probationary employees, shall select vacation periods by seniority within classification. Vacations shall be scheduled from the beginning of the first pay period that includes January 1 of the upcoming year until the end of the pay period that includes January 1 of the following year. The Department shall make known the exact starting and ending dates for the vacation cycle prior to vacation picks each year. All Communications employees, except newly hired probationary employees, must submit three (3) requests to select a minimum of three (3) or more consecutive shifts for First round selections and may also submit Second round selections. When selecting vacation periods during November, these employees may not select more than twenty-one (21) consecutive working days during the vacation year, which may be waived with the approval of the appropriate Deputy Chief but such approval shall not be unreasonably denied. On the designated days in December, the Alarm Office Manager will begin to accept third round requests for vacation scheduling for the upcoming year with third round selection granted on a first-come, first-serve basis. If two (2) or more requests for the same day off are received on the same day, the more senior employee shall have their request approved. The date of submittal of deferred time shall constitute the date for the first-come first-serve basis.

Section 3. Vacation Carry-Over

A. In the event that employees are not permitted to take all of their accrued vacation during the vacation year because there was insufficient vacation time available at any time during the year, then the amount not taken may be carried over into the next vacation year.

B. Twenty-Four (24) Hour Shift Employees (48 hour workweek)

On April 15 of each year all hours in excess of five hundred (500) not taken shall be contributed to the Union Time Pool. Maximum vacation payout cap is 792.16.

C. Non-Twenty-Four (24) Hour Shift Employees (40 hour workweek)

On April 15 of each year all hours in excess of five hundred (500) not taken shall be contributed to the Union Time Pool. Maximum vacation payout cap is 660.16.

D. Forty-two (42) Hour Employees

On April 15 of each year all hours in excess of five hundred (500) not taken shall be contributed to the Union Time Pool. Maximum vacation payout cap is 693.17.

- E.** Each employee who notifies the department, prior to March 1st of a given year that they are entering the D.R.O.P. or retiring during the next twelve (12) months, shall be exempt from the vacation cap and sweep on April 15th of that year to facilitate the maximum vacation buyout prior to entering the D.R.O.P. or retiring. If said employee does not enter the D.R.O.P. or retire during the year, they shall have their vacation time swept retroactively at the value it exceeded the cap at the time of the previous April 15th sweep that they elected to bypass. Employees may only effectively bypass the April 5th sweep once.

Section 5. Benevolent Fund

Retiring employees with unused vacation time may request, at time of separation, that the remainder of their vacation leave balance be donated to the Benevolent Fund.

Section 4. Transfers

- A.** If any employee requests a transfer, is demoted, or accepts a promotion or assignment into a new classification, the employee's selection of vacation shall be based on the remaining days available in the Battalion, on the shift to which the employee is to be transferred.

- B.** If an employee is to be transferred to a different shift or Battalion by the County, the employee shall maintain his or her previously scheduled vacation without rolling any of the already scheduled employees from their selection.

ARTICLE 29 – HOLIDAYS

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

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

| | |
|---|---------------------------------------|
| New Year's Day | |
| Martin Luther King, Jr.'s Birthday | (3 rd Monday in January) |
| President's Day | (3 rd Monday in February) |
| Memorial Day | (Last Monday in May) |
| Fourth of July | |
| Labor Day | (1 st Monday in September) |
| Columbus Day | (2 nd Monday in October) |
| Veteran's Day | |
| Thanksgiving Day | |
| Christmas Day | |
| Two (2) Floating Holidays (as designated by the County) | |

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

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

- B.** Twenty-four (24) hour shift employees, except Battalion Chiefs, shall receive twelve (12) hours holiday leave for each of the holidays identified in Section 1 of this Article, excluding New Year's Day, Memorial Day, Fourth of July and Labor Day, whether or not the employee works the holiday. Battalion Chiefs shall receive twelve (12) hours holiday leave for each of the holidays identified in Section 1 of this Article. If a Battalion Chief is retiring within the pay period during which a holiday falls, then the Battalion Chief's holiday accrual will be considered available upon the completion of the shift in which it was earned. It is the Battalion Chief's responsibility to notify payroll of this situation and request this variance.

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

Section 3. Communications Employee

- A. Communications employees shall work the observed holidays identified in Section 1 as part of their regular tour of duty.
- B. Communications employees shall receive twelve (12) hours of holiday pay for the holiday or, at the employee's option, twelve (12) hours of leave time. Holiday pay shall be paid at the employee's regular rate of pay. Communications employees may only utilize holiday time that has been recorded in their time balances.

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

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

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

Section 7. Employees on leave due to job related disability shall not qualify for the accrual of holiday benefits provided, however, that they shall accrue benefits

during the first thirty (30) days of any such leave providing the employee was in full active status for at least thirty (30) days prior to commencing such leave.

Section 8. There shall be a third floating holiday for all bargaining unit employees worth seven (7) hours of leave time. On the pay period ending nearest January 1 of each year, each member of the bargaining unit shall contribute an amount equal to the seven (7) hours of leave time provided for the third floating holiday to the Union Time Pool. An employee who is not a member of the Union and who does not wish to participate in the funding of the Union Time Pool may opt out of this program by providing written notice to both the County and the Union.

ARTICLE 30 – FUNERAL LEAVE

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

In the case of a death in the immediate family, the employee shall be entitled to one shift (24 hours) off with pay. These hours may be taken immediately after the death or at the time of the funeral, but in either case they must be taken consecutively. If the death occurs while the employee is on duty, the employee shall also be entitled to the rest of the shift off with pay.

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

In the case of a death in the immediate family, the employee shall be entitled to twenty-four (24) hours off with pay, thirty-two (32) work hours of leave will be granted if the employee is required to travel outside of the state. These hours may be taken immediately after the death or at the time of the funeral, but in either case they must be taken consecutively. If the death occurs while the employee is on duty, the employee shall also be entitled to the rest of the workday off with pay.

Section 3. Immediate Family.

The immediate family consists of the employees' spouse, mother, father, step-mother, step-father, mother-in-law, father-in-law, brother-in-law, sister-in-law, natural children, adopted children, step-children, sisters, brothers, grandparents, and grandchildren and spouse's grandparents.

Employees who are registered as domestic partners in accordance with Palm Beach County Code shall be eligible for funeral leave benefits equivalent to that of a spouse.

Section 4. An employee may extend funeral leave by using vacation leave and/or holiday leave with the approval of the Battalion Chief or non-bargaining unit supervisor.

ARTICLE 31 – COURT TIME

Employees who are required to make off-duty appearances as a subpoenaed witness in any court, administrative proceeding or deposition involving or arising out of the employee's duties, but not in which the employee is utilized as an expert witness, will be compensated for the appearance at the rate of time and one-half (½) the employee's regular straight-time rate for the time actually spent, provided that a minimum of two (2) hours' time will be paid and the standard County per mile travel expense allowed will be paid in order to offset the employee's automobile expenses; provided that any mileage and witness fees received by the employee will be endorsed over to the County. Transportation to and from such appearances is the sole responsibility of the employee. Off-duty employees subpoenaed by the Union to attend arbitration shall not qualify under this Article.

ARTICLE 32 - JURY DUTY

Section 1. Employees will be given leave without loss of pay or benefits for jury duty pursuant to a summons or subpoena, upon presentation to the Battalion Chief, or other designated non-bargaining unit supervisor of the summons or subpoena. Employees shall be required to return to work at the end of their jury duty, unless otherwise excused by the judge; provided that Mechanics and Communicators shall have eight (8) hours rest before being required to return to duty. Payment received by the employee for jury duty, except for mileage reimbursement, must be endorsed over to the County.

Section 2. Communications Center employees, assigned to PM shift, shall be relieved from duty no later than midnight if jury duty is scheduled for the following day.

ARTICLE 33 – INSURANCE

Section 1. Establishment of Union Plan

The Union shall establish its own group health/life benefit plan. All employees covered by this Agreement shall be eligible to participate in the Palm Beach County Firefighters' Employee Benefits Fund ("Union Plan"). Non-bargaining unit employees of the Department are eligible to participate in the Union Plan at a premium set by the Union Plan. Persons covered by the Union Plan who retired may continue to be covered by the Union Plan at the rates then charged by the Union Plan for retirees.

Section 2. Information

Upon request, the Union and/or its insurance plan administrator shall permit the County to review any records related to the Union Plan, to the extent permitted by law.

Section 3. Indemnification

The Union shall indemnify and hold the County harmless against any claim, demand, suit, or liability and for all legal costs arising in relation to the implementation or administration of the Union Plan, except to the extent that the County's acts or omissions give rise to its own liability.

Section 4. County Contributions

The County shall contribute to the Union Plan, the following amounts, per pay period, on behalf of all bargaining unit employees and all participating non-bargaining unit employees, effective the pay period that includes:

| | Monthly | Per Pay Period |
|-----------------|----------------|-----------------------|
| January 1, 2019 | \$1,281.40 | \$591.42 |
| January 1, 2020 | \$1,294.21 | \$597.33 |
| January 1, 2021 | \$1,307.15 | \$603.30 |

The Union shall ensure the plan's Annual Self-Funded Health Plan filing, as required under Florida Statute 112.08, is submitted to the Florida Office of Insurance Regulation by a licensed and qualified actuary no later than March 31st of each year. A complete copy of the required filing shall be provided to the County no later than June 1st annually.

The agenda, minutes and any documents distributed to the Trustees of the Firefighter Employee Benefits Fund will be provided to the Fire Rescue Administrator within three (3) days of the meeting.

Section 5. **Bi-weekly Payment**

The bi-weekly contribution shall be remitted to the Union Plan within seven (7) days of the pay period ending. The County shall pay the bi-weekly contribution on behalf of each bargaining unit employee and each participating non-bargaining unit employee in pay status anytime during the pay period.

Section 6. **Employee Contributions**

An employee who desires health care coverage shall execute a payroll deduction authorization form and submit it to the County authorizing a deduction from each pay check of an amount necessary to pay for such health benefits as certified to the County, from time to time, by the Union Plan.

Section 7. **EAP Coordinator**

There shall be an annual contribution in the amount of seventy thousand (\$70,000.00) dollars made to the Union Plan, in order to supplement the cost of the Employee's Assistance Program provided by the Union Plan. This payment shall be made upon receipt, by the County, of an invoice from the fund for this amount. The Fire Department EAP Coordinator shall be selected by, and under the direction of, the Wellness Steering Committee.

Section 8.

In lieu of a three (3%) percent reduction in the County contribution as referenced in Section 4, the Union Plan shall pay the cost of employee physicals as outlined in Article 45, including drug testing.

Section 9. Other Insurances

Any non-high risk Fire Rescue employees covered by this Agreement may participate in any of the County's disability insurance programs at the appropriate funding levels and criteria.

Section 10. Continuation of Insurance

In the event of a work related death of an active bargaining unit employee the County will pay health insurance premiums for the employee's family, if the employee had Union plan dependent coverage at the time of death. The County shall pay the premiums in Section 4 for eighteen (18) months from the month of death.

Section 11. Affordable Care Act Reporting

The Board of County Commissioners (County) is considered an Applicable Large Employer (ALE) under the provisions of the Affordable Care Act (ACA). As an ALE, the County must comply with all reporting requirements of the ACA for the health plans it sponsors. The Union Plan is considered a sponsored health plan of the County under the ACA because the County contributes funds to the Union Plan under the provisions of the CBA. The Fund shall maintain the Union Plan in compliance with the ACA and shall ensure the Union Plan provides Affordable health insurance coverage that meets Minimum Essential Coverage and Minimum Value, as those terms are defined in the ACA and its regulations. The Fund shall be responsible for meeting all reporting obligations under the ACA for an ALE that sponsors a self-funded health plan and the Fund shall be responsible for meeting all disclosure and notice requirements under the ACA with regard to the County employees that participate in, or are eligible for, the Union Plan pursuant to the CBA. On an annual basis, not later than September 30th of each year, the Fund will provide the County with verification that the Union Plan is in full compliance with the ACA and all of its associated reporting requirements. In exchange for the compliant reporting by the Union Plan on behalf of the County, there may be an annual contribution of up to fifteen thousand (\$15,000) dollars made to the Union Plan, in order to supplement the cost of the Fund's consultant relating to the annual ACA reporting requirements. This payment shall be made upon receipt, by the County, of an invoice from the Fund for the amount to be paid. The Fire Rescue Administrator and the Fund will both agree on the amount to be paid.

ARTICLE 34 – PENSION

Section 1. The County shall continue to contribute the employer's contribution for providing benefits under the Florida Retirement System (FRS).

Section 2. The County agrees to make contributions to the Lantana Firefighters' Pension Fund to make the Plan actuarially sound. Contributions shall be a lump-sum amount, divided into twelve (12) equal monthly payments, based on an annual actuarial valuation. The County agrees to reimburse the Lantana Firefighters' Pension Fund for fifty (50%) percent of the cost for an annual actuarial valuation. Both parties agree to modify the plan to provide for a cost of living increase (COLA), consistent with FRS, provided that such COLA will not become effective until the employee has reached the age of fifty-five (55). Excess Chapter 175 premium tax dollars will be used to offset the County's contribution for this additional benefit.

Section 3. The bargaining parties mutually agree, in accordance with Section 175.351 (1)(g), Florida Statutes, to maintain the status quo in place at the time of ratification of this Agreement with regard to the use and allocation of premium tax dollars received pursuant to Chapter 175 in connection with the Lantana Firefighters' Pension Fund, the City of Lake Worth Firefighters' Pension Trust Fund (Division I), and the Lake Worth Division II Firefighters' Relief and Pension Fund.

Section 4. The parties agree that the ordinances relating to the Lantana Firefighters' Pension Fund, the Lake Worth Firefighters' Pension Trust Fund (Division I), and the Lake Worth Firefighters' Division II Relief and Pension Fund may be amended through normal legislative procedure after written mutual agreement between the Fire Rescue Administrator and the Union President.

ARTICLE 35 – DOCUMENTS

Section 1. The County agrees to provide one (1) copy of each of the following documents to the Union without charge:

- A.** Final budget, budget changes and amendments for the Department.
- B.** Yearend financial statement for the County and the Department.
- C.** Administrative orders, regulations and personnel policies relating to bargaining unit employees.

Section 2. **Department Manual.**

The County shall provide electronic access to the Department Manual, with all revisions thereto, to each station.

Section 3. **Other Copies.**

The County shall provide copies to the Union and the Unit Employees for the duration of the Contract on the following conditions:

- A.** A fee of five (\$.05) cents per photocopy shall be charged.
- B.** The above fee shall include the actual costs plus reasonable time for labor.
- C.** If the reasonable time for labor is four (4) hours or more, the parties shall meet to negotiate what payment, if any, should become payable.
- D.** Photocopies requested by the Union shall be provided upon request, within a reasonable time, to be billed later, for photocopies provided at Fire Rescue Administration office or the County Administration Building.

ARTICLE 36 – USE OF PERSONAL VEHICLES

Section 1.

If an employee is requested to use their personal vehicle, the employee shall be paid the standard County per mile rate to offset their automobile expenses, payable on a quarterly basis. Otherwise, employees shall be responsible to provide their own, reliable transportation when directed to travel for Department business. Employees shall be required to make such travel in a reasonable amount of time. However, employees assigned to the floating positions shall not be eligible for mileage reimbursement for travel to and from work locations.

Section 2.

Employees traveling for County business shall be covered by Worker's Compensation in accordance with the State Law and County Policy.

ARTICLE 37 – VOTING

The County agrees to allow each employee who is on shift and working on Election Day and who is a registered voter reasonable time off, with pay, to vote in each general and local election. When absentee ballots or early voting is available employees will not be released from duty for voting, except in the event of a documented hardship. Voting time will be scheduled in a manner compatible with the normal work schedule.

ARTICLE 38 – STATION CONDITIONS

Section 1.

In order to prevent the spread of communicable diseases and to provide protection from hazardous materials routinely associated with the job of firefighting the County shall continue to provide washing machines and dryers in all stations. The County shall also provide high quality laundry soap for the purpose of laundering uniforms and other related items.

Section 2.

In order to prevent the spread of infectious disease between patients, employees and the members of the Public, the County shall provide decontamination facilities in each fire station in the fire rescue department where practical.

ARTICLE 39 – LABOR RELATIONS COMMITTEE

There shall be a Labor Relations Committee comprised of three (3) members designated by the Union President and three (3) members designated by the Fire Rescue Administrator to serve on this committee.

The committee shall meet upon request of either party quarterly unless mutually agreed to by both parties. The purpose of the meetings shall be to improve communications and discuss problems and objectives of mutual concern.

ARTICLE 40 – REPLACEMENT OF PERSONAL PROPERTY

The County agrees to pay a reimbursement fee not to exceed one hundred (\$100.00) dollars per calendar year for prescription eyeglasses and contact lenses, for Bargaining Unit employees that were damaged in the line of duty through no fault or negligence of the employee. Reimbursement shall be made upon completion of a damage report filed by the employee within forty-eight (48) hours of the incident.

ARTICLE 41 – EMPLOYEE BENEFITS

Section 1.

Employee benefits or terms and conditions of employment, not expressed or provided for in this Agreement or side agreements executed by the parties, shall not be established or changed by the County without negotiations between the parties in accordance with F.S. 447, Part II, to the extent required by said law.

Section 2.

Section 1 of this Article shall not be subject to grievance or arbitration under this Agreement.

Section 3.

For Battalion Chiefs, all rights, privileges, and working conditions, enjoyed by a majority of the Battalion Chiefs, which have been established and recognized by the Fire Rescue Administrator, and not specifically included in this Agreement, shall remain in full force during the term of this Agreement, unless changed by mutual consent, in writing.

Section 4.

Any Battalion Chief filing a grievance under this Article, shall bear the burden of proof that such rights, privileges, or working conditions existed for a majority of the Battalion Chiefs prior to the implementation of this Agreement.

ARTICLE 42 – SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein. Any substitute action agreeable to the County would be subject to appropriate consultation and negotiation with the Union.

Further all MOU's which are still in effect have been incorporated into this contract. All other MOU's are no longer in effect upon ratification of this contract.

ARTICLE 43 – DURATION OF AGREEMENT

It is understood by and between the parties that this Agreement and any side agreements executed by the parties constitutes the entire agreement between the parties and shall be effective on upon ratification, except as otherwise provided herein, and shall continue until September 30, 2021, unless otherwise provided in any specific article. This Agreement shall be automatically renewed annually provided, however, that either party may give written notice by March 1, 2021, of its intention to renegotiate the Agreement or specific Articles of Agreement. Such written notice shall include an enumeration of the items to be renegotiated and only those articles shall be renegotiated. Any party providing such notice must thereafter provide written proposals on all articles it identified in the notice and up to two (2) other articles by April 15th. If a mutually satisfactory agreement is not reached within an appropriate time period, all disputed matters shall be resolved in accordance with Florida Statutes, Chapter 447.

ARTICLE 44 – EMPLOYEE BILL OF RIGHTS

All Bargaining Unit employees shall be afforded the protection spelled out in the Firefighter Bill of Rights, Section 112.80 – 112.84, Florida Statutes, which shall be deemed fully incorporated herein.

ARTICLE 45 – WELLNESS PROGRAM

There shall be a Wellness Steering Committee in the Fire Rescue Department made up of three (3) representatives from the Union and three (3) representatives appointed by the Fire Rescue Administrator. The Steering Committee shall meet as necessary to direct, establish guidelines, make recommendations, and evaluate the Fire Rescue Wellness Program. Fire Rescue shall maintain responsibility to administer the program and shall designate a Wellness Coordinator to assume responsibility for the daily operation and management of the program. The following areas shall be considered as components of the Wellness Program and shall be included as sections of this Article:

1. Fire Department Physician
2. Medical Physical Program
3. Drug Screening
4. Physical Fitness Program/Work Performance Evaluation
5. Employee Assistance Program/CISM/Peer Support Group/PTSD
6. Sick Leave
7. Leaves of Absence/Blood Donor
8. Communicable Diseases
9. Disability
10. Chaplaincy

Section 1. Fire Department Physician

- A. The Wellness Steering Committee shall select a Fire Department Physician to direct the medical and physical components of the Wellness Program, administer medical physicals, and keep a health database for all Fire Rescue employees.
- B. Once the Steering Committee has chosen a provider, there shall be a written agreement, between the County and the Provider, drafted and approved by the Committee that shall include, but not be limited to, the following provisions:
 1. Description of Duties
 2. Term of the Agreement

3. Confidentiality Policy
4. Termination of Agreement Provision

Section 2. Medical Physicals

- A.** All Fire Rescue employees who are state certified Firefighters shall be required to complete an annual medical examination, administered, or reviewed, by the Fire Department Physician. All Fire Rescue employees who are not certified Firefighters will complete an annual physical examination unless they advise Fire Rescue no later than January 1st of their intention not to obtain a physical for the next fiscal year.
- B.** All medical examinations shall be administered using NFPA 1582 Standards as a guideline except that employees shall participate annually.
- C.** Employees may choose to use their own physician in lieu of the Fire Department Physician for the Medical Examination. However, employees who choose this option shall be responsible for the following:
 1. Notify the Wellness Coordinator of the name and the location of their physician;
 2. Bear the cost of the medical examination;
 3. Ensure that medical examinations are conducted using the same guidelines, criteria, and standards as the Fire Department Physician.
 4. Forward records of the medical examination to the Fire Department Physician for review and placement in the employee's medical file.

All employees shall be required to see the Fire Department Physician for the drug test and any portion of their medical physical not completed by their own physician.

- D.** All combat personnel shall be responsible for scheduling and completing the medical examination and Physical Fitness Evaluation (PFE) on their own time. Any personnel assigned to a forty (40) hour work week shall be released from duty with pay in order to complete the medical physical, physical fitness evaluation, and fit testing. All employees shall have their medical physical, Physical Fitness Evaluation (PFE), fit testing, and Behavioral Health Screening completed no earlier than one month prior to the month

preceding their birth date, and no later than the last day of the month of their birth date. Failure to complete the medical examination, Physical Fitness Evaluation (PFE), and fit testing during this time frame may result in the employee being placed on unpaid administrative leave, unless prior authorization has been granted by the Fire Rescue Administrator, until such time as the process is complete. In order to compensate combat personnel for off duty participation in completing the medical physical, physical fitness evaluation and fit testing, all combat personnel shall receive three hours of overtime (time and a half) pay. These evaluations must be scheduled consecutively within the three (3) hours.

- E.** Any employee who cannot perform the essential functions of their position, in the opinion of the Fire Department Physician, shall not be permitted to engage in fire suppression until the requirements are met. Any employee who disagrees with the results or recommendations of a medical examination conducted by the Fire Department Physician shall be entitled to seek a second opinion from a qualified physician of their choice at the employee's expense. If there is a disagreement between the Fire Department Physician and the employee's physician, a third physician agreeable to both the FD Physician and the employee shall be consulted for a final determination. The cost of a third party physician shall be split between the employee and Fire Rescue.
- F.** All employees shall receive a medical examination and a PFE prior to being reassigned to emergency duties after any medical absences greater than six (6) months.

Section 3. Drug Testing

All employees shall be required to submit to a drug screening, as detailed in Attachment I of this Agreement.

Section 4 Physical Fitness

- A.** The Steering Committee shall establish a physical fitness program to enable employees to develop and maintain an appropriate level of fitness to safely perform their assigned functions. Fire Rescue Administration and

Local 2928 support the concept that physical fitness is an essential job element of the fire service. All employees are expected to maintain a minimum level of fitness to ensure safe and effective delivery of fire rescue services.

- B.** All employees shall attend a physical fitness evaluation (PFE), administered by the Fire Rescue Exercise Physiologist, on an annual basis following their medical examination. The PFE will be based on ACSM Guidelines for Fitness Prescription, administered in accordance with Policy #FR-H-201, and may be amended by agreement between the Fire Rescue Administrator and the Union President.
- C.** Employees will be required to complete a physical fitness assessment as part of a medical examination prior to returning to full duty from any injury, illness, or other extended leave greater than six (6) months.
- D.** Physical fitness assessments shall take place at the Fire Rescue Fitness Center, unless otherwise indicated.
- E.** Fire Rescue shall designate a physical fitness area in all permanent fire stations.
- F.** Fire Rescue shall provide all permanent fire station locations with a standard complement of exercise equipment as specified by the Steering Committee.
- G.** Any station, which has physical training facilities within its first response zone, may be permitted to participate in physical activities at such facilities upon approval of the District Chief.
- H.** In the event the County reasonably suspects an employee to be medically or physically unfit, the County may require such employee to submit to a fitness for duty examination to be conducted at the expense of the County while the employee is on duty. The County may only then remove an employee from his or her regular assignment or otherwise not allow an employee to return to duty in his or her regular assignment with just cause.

Section 5. Employee Assistance Program

- A.** The Wellness Steering Committee shall select an EAP Coordinator to direct the Employee Assistance Program, including CISM, PTSD and Peer Support Group, and assist Fire Rescue employees with personal problems that may affect their well-being and their job performance.

- B.** Once the Steering Committee has chosen a provider, there shall be a written agreement drafted, between the Union Plan and the Provider, and approved by the Wellness Steering Committee, that shall include, but not be limited to, the following provisions:
 - 1.** Description of Duties
 - 2.** Detailed Cost
 - 3.** Term of the Agreement
 - 4.** Confidentiality Policy
 - 5.** Termination of Agreement Provision

- C.** An employee who enters a program to quit smoking and who successfully completes the program by quitting smoking shall have the cost of the program reimbursed for one time only, up to a maximum of two hundred (\$200.00) dollars after they have stopped smoking for six (6) months.

- D.** The County shall continue participating in a Critical Incident Stress Management Team.

Section 6. Sick Leave

A. Sick Leave Use

It is agreed between the parties that sick leave use can have a detrimental effect on the daily operation of Fire Rescue, including the workload of other Fire Rescue employees, the level of service Fire Rescue provides to the public, and the safety of the other employees. Palm Beach County and Professional Firefighters/Paramedics of Local 2928 agree to make every effort to express the importance of dependability and reliability in regards to employee's attendance to all members of Palm Beach County Fire Rescue.

This article is intended as a comprehensive approach to minimizing the use of sick leave to only those bona fide circumstances as provided for in Section D of this section. In order to be effective, two major thrusts have been incorporated into the Article; a disincentive approach, and an incentive approach.

B. Sick Leave Banks

All reserved vacation time shall be banked independent of regular vacation time and not subject to the vacation accrual caps. At the time of a new allotment, employees can place up to one hundred twenty (120) hours from their unused sick leave allotment, in their reserve vacation bank. The balance of an employee's reserve vacation bank shall not exceed one hundred twenty (120) hours.

Reserve vacation time banks shall be scheduled in accordance with the provisions of Article 28 of this Agreement. However, this reserve vacation bank shall not be payable upon separation from the County. In the event of a duty-related death of a Fire-Rescue employee, that employee's Reserve Vacation Bank hours (if any exist) shall be paid on a hour for hour basis at the employee's current hourly rate. An employee's death must have occurred while on-duty or meet the conditions outlined in Chapter 112, Florida Statutes, in order to be considered duty-related.

C. Sick Leave Allotment

1. After the cutoff date each year, which shall be November 1, all permanent twenty-four (24) hour shift employees shall be allotted one hundred and twenty (120) hours of sick leave for the next twelve (12) months. Employees who are not on a twenty-four (24) hour shift shall receive an allotment of sick leave, which shall be proportionate to the total number of hours worked annually, when compared with the twenty-four (24) hour shift employees, according to the same time schedule.
2. Employees on a leave of absent without pay will have their sick allotment adjusted to reflect a prorated number of hours to which the employee is entitled.

3. Employees may use this time at one hundred (100%) percent of their current salary in accordance with Section D of this Article.
4. Employees shall not be awarded any sick leave compensation beyond one hundred twenty (120) hours during any twelve (12) month period, unless they request, and are approved to use extended leave due to an illness, or injury. Such a request must be approved by the Fire Rescue Administrator, and such approval shall not be unreasonably denied. Extended leave shall not be authorized unless a qualified physician's note states that the restrictions of the employee for a specified period of time are such that they are unable to be placed in a light duty assignment. At such time that the restrictions are removed by a qualified physician that enable employee to be placed in a light duty assignment, and an assignment is offered, extended leave will no longer be available. However, employees may use their reserve vacation banks to supplement an individual, short-term absence (i.e., exceeding one (1) hour but less than six (6) shifts) beyond the one hundred and twenty (120) hour allotment, until such time as their reserve vacation bank is depleted. In no case shall the employee's main vacation account be used to supplement this type of absence unless, in the sole discretion of the Fire Rescue Administrator, which shall be final, binding, and not subject to grievance or arbitration, a waiver of this provision is granted. If granted, an employee may elect to have vacation time deducted retroactively. Extended leave shall be defined as a single sick leave occurrence over one hundred twenty (120) hours. In the event of an extended leave, employees shall be awarded pay at one hundred (100%) percent of their remaining allotted hours. Starting with the sixth (6th) consecutive shift of absence, through three (3) months from the date of injury or illness, employees shall be awarded extended leave compensation at eighty-five (85%) percent of their current salary. After three (3) months and through twelve (12) months of consecutive leave from the date of illness or injury, employees shall be awarded sixty-five (65%) percent of their current salary. Employees shall not be awarded any sick leave compensation exceeding twelve (12) continuous months from the time of an illness or injury; and shall have up to a maximum of eighteen (18) months during which to return to work. Employees who are granted extended leave shall not engage in off duty employment.

5. Employees who require extended leave may use vacation time to supplement any uncompensated portion of the leave. Vacation time used to supplement any extended leave shall first be drawn from the employee's reserve vacation bank, and upon depletion of this bank, from the employee's main vacation bank.
6. Employees who are on extended leave at the time of a new sick leave allotment shall be required to use forty-eight (48) hours (or proportionate amount of time for non-24-hour shift personnel) of their allotted time (120 hours) at one hundred (100%) percent of their current salary. An employee who had less than one hundred twenty (120) hours deducted in the previous year, and is on extended leave at the time of a new sick allotment, shall be charged sick leave for that portion of the new allotment (up to a maximum of one hundred twenty (120) hours so as the total hours taken equals one hundred sixty-eight (168) hours, and thereafter on a pro-rated basis until such time as they return to duty.
7. Employees must return to full duty for a minimum of six (6) months from an extended leave prior to being eligible to start new extended leave compensation for any illness or injury. Employees who return to extended leave within six (6) months of returning to full duty, for any illness or injury, shall be awarded the remaining benefits from the previous extended leave and shall have the duration of the two (2) leaves counted accumulatively.
8. Probationary employees shall be awarded sick leave on a pro-rated basis for the remainder of the year starting after the sixth (6th) month from the date of hire. However, new probationary employees shall not be eligible for any extended leave compensation.
9. Employees who leave Fire Rescue who are in pay status at the time of departure shall be eligible to be paid out for unused allotted sick leave on a pro-rata basis as defined in this Article (this payout shall not include any of the reserve vacation hours).

D. Extended Leave

When any employee is requesting extended leave for an illness or injury he/she must first get, from their treating physician, a written assessment of what work restrictions the employee has and when the physician anticipates the

employee can return to light or full duty. Once the anticipated date arrives, if the employee continues to be unable to perform light or full duty, the employee shall produce a written statement from the treating physician documenting the employee cannot return to light or full duty. Thereafter, every thirty (30) days the employee shall procure from the treating physician an updated time the employee should be able to return to work. The Fire Rescue Administration may request the employee get a fitness for duty examination from a physician selected by and paid for by the Department at any time an employee is on extended leave.

E. Approved Sick Leave Use

Sick leave shall be awarded on an hour for hour basis to employees for the following reasons provided, that the condition is not job related:

1. Incapacitation due to illness or injury.
2. Attendance would jeopardize the health of co-workers due to exposure to a contagious illness/disease.
3. Prescribed medical treatment that falls on duty days.
4. Care of an immediate family member who is not able to care for herself/himself and who is residing with the employee for whom the employee is rendering medically related assistance, and there is no other person available to care for said individual. If approved, extended family care leave that meets the above criteria shall be taken at 65% of pay, following the use of half (1/2) the sick allotment given on November 1st. The 65% of pay can be supplemented with reserve, sick and/or vacation time. This leave shall be limited to six (6) months in any eighteen (18) month period.
5. Hospitalization of a family member – Leave for extended hospitalization of a family member, if approved, shall be taken at 65% of pay, following the use of the of half (1/2) the sick allotment given on November 1st. The 65% of pay can be supplemented with reserve, sick and/or vacation time. This leave shall be limited to three (3) months in any fifteen (15) month period.
- 6*. Medical, dental or optical examination or treatment.

7. Baby Bonding (Maternity/Paternity) leave shall be taken at 65% of pay, following the use of half (1/2) the sick allotment given on November 1st. The 65% of pay can be supplemented with reserve, sick and/or vacation time. This leave shall be limited to three (3) months.
8. **Pregnancy:** An employee experiencing a documented high-risk pregnancy may apply for extended leave. The extended leave shall terminate upon the birth of the baby, with Baby Bonding following continuously thereafter in accordance with this Article. Employees may request in writing (which shall include the reason for the request) to the Fire Rescue Administrator to extend Baby Bonding leave for up to three (3) additional weeks by using either vacation or going into out-of-pay status. The Fire Rescue Administrator has the final approval which is not subject to the grievance process. If at the conclusion of maternity leave the employee is medically unable to return as a result of complications, she may start extended leave in accordance with the terms of this Article. Employees who experience a documented high-risk pregnancy and were on extended leave at the time of the birth of the baby, and who are medically unable to return as a result of complications, may continue their extended leave from prior to the birth of the baby counting their baby bonding time as part of the original extended leave.

Employees may elect to use vacation time in lieu of extended leave for maternity/paternity leave purposes, provided that such leave may not exceed six (6) weeks.

9. Any absence not described above that prior authorization is received.

* Applies only to forty (40) hour personnel unless emergency treatment is necessary.

F. Disincentives

1. Operational personnel who have five (5) or more sick leave* occurrences in any twelve (12) month period shall be subject to disincentives actions as follows:

| <u>NUMBER OF OCCURRENCES</u> | <u>DISINCENTIVES</u> |
|-------------------------------------|---|
| 5 th Occurrence | loss of early release privileges |
| 6 th Occurrence | 5 th occurrence disincentives, loss of overtime, loss of bid rights, loss of step-up privileges. |
| 7 th Occurrence | 6 th occurrence disincentives, Special Performance Evaluation. |
| 8 th Occurrence | 7 th occurrence disincentives, loss of bid assignment and any corresponding assignment pay. |
| 9 th Occurrence | 8 th occurrence disincentives, loss of promotional ability |
| 10 th Occurrence | 9 th occurrence disincentives, twenty-four (24) hour suspension. |

*Any absence under this Article, except for FMLA, shall be considered an occurrence. An occurrence shall be defined as actually working less than one-half (½) of the hours of the employees normal shift, or any combination of occasions of sick leave utilization which, when combined, total one-half (½) of the employees normal shift, with or without an excuse (i.e., for a twenty-four (24) hour employee, four (4) occasions of three (3) hours shall equal one (1) occurrence.

2. Non-Operational personnel who have ten (10) or more sick leave occurrences, in any twelve (12) month period shall be subject to disincentives.

| <u>NUMBER OF OCCURRENCES</u> | <u>DISINCENTIVES</u> |
|-------------------------------------|--|
| 10 th Occurrence | loss of early release privileges |
| 11 th Occurrence | 10 th occurrence disincentives, loss of overtime, loss of bid rights, loss of step-up privileges. |

| | |
|-----------------------------|---|
| 12 th Occurrence | 11 th occurrence disincentives, Special Performance Evaluation. |
| 13 th Occurrence | 12 th occurrence disincentives, loss of bid assignment and any corresponding assignment pay. |
| 14 th Occurrence | 13 th occurrence disincentives, loss of promotional ability |
| 15 th Occurrence | 14 th occurrence disincentives, twenty-four (24) hour suspension. |

Each November, with the new sick leave allotment, additional sick leave disincentives shall not be applied until the employee's sick leave bank has again been depleted. The number of occurrences for any employee shall be calculated using a continuous twelve (12) month period without regard to fiscal or calendar year. Except as stated in this Article, all disincentives for a specific occurrence shall remain in effect until the occurrence for which the disincentives were imposed drops off.

G. Incentives

1. After the cut-off date each year, which will be November 1st, employees shall receive as a bonus, the remainder of their allotted time paid for on an hour for hour basis at their current hourly rate of pay, including permanent assignments. Employees will be credited with their annual sick leave allotment beginning on the next pay period. Any sick leave taken before the cutoff date which is not processed prior to the bonus payoff will be deducted from the next year's allotment.
2. All eligible employees shall receive the sick leave bonus on the first payday in December that calendar year. Employees may choose to allocate a portion, or all, of their allocated hours, in lieu of bonus, to their reserve bank, provided the reserve bank is capped at one hundred twenty (120) hours.

H. Sick Leave Procedure

1. It shall be the employee's responsibility to notify the Department at least thirty (30) minutes prior to the start of their shift by entry into the Department approved staffing program or notification to the Fire Operations Officer (FOO).
2. Sick leave shall be awarded on an hour for hour basis, in quarter (¼) hour increments, for all employees.
3. Employees may return to work at any time after calling in sick. However, they may only return to work one time during a shift and shall notify the FOO prior to returning to work to receive their station assignment.
4. If, in the opinion of the immediate Supervisor, an employee is determined to be too ill/injured to work, the Supervisor may recommend that the employee be sent home. The first Non-Bargaining Unit Supervisor, above the immediate Supervisor of the employee in question, shall have the authority to send the employee home, based on the recommendation of the immediate Supervisor and direct observation of the employee.
5. Upon returning to work, all employees shall submit to their immediate supervisor an electronic employee leave request form which shall include an affidavit signifying that the employee's use of sick leave was consistent with this Article.
6. Any employee requesting sick leave for reasons which are not consistent with this Article shall be denied leave time and may be subject to discipline for inappropriate use of sick leave as described in Section A-3 of the disciplinary guidelines of the Fire Rescue Department Manual.

I. Sick Leave Board

The Wellness Steering Committee shall serve as the Fire Rescue Sick Leave Board. The Sick Leave Board shall be responsible for monitoring sick leave use and identifying department-wide trends and patterns of sick leave use. This shall include the use of extended leave.

Section 7. Leaves of Absences/Blood Donors

A. Leave Without Pay

Employees shall be entitled, upon written request, to a leave of absence without pay or benefits for up to six (6) months after exhausting their accrued leave time as follows:

1. Education Leave

Due to education or training of mutual benefit to the employee and the County, upon approval of the Fire Rescue Administrator.

B. Blood Donors

Employees who volunteer as blood donors to contribute to a not for profit supported blood donor organization will be granted enough time off with pay to accomplish this purpose, consistent with staffing requirements. The Blood Donor Organization shall determine the amount of rest time the employee needs from the point of donation until the employee may return to full duty.

Section 8. Communicable Diseases

A. The Wellness Steering Committee shall review and maintain an Infectious Disease Program for the purpose of minimizing employee exposures to infectious diseases or hazardous materials. Fire Rescue shall designate an Infectious Disease Coordinator to manage the Program.

B. Communicable Disease

1. Presumption - It shall be presumed that any Operations Division employee who contracts hepatitis B or meningitis shall have contracted the disease while on duty.

2. Immunization

(a) The County shall provide a one-time immunization during the life of this Agreement for all employees who want to be immunized, as follows:

Tetanus

Hepatitis – (Type A and B)

Rubella (for females of child bearing age)

- (b) Employees who refuse to be immunized for Hepatitis-B and who later contract the disease shall not be presumed to have contracted the disease while on duty.

Section 9. Disability Leave

Definition of Permanent Disability:

- A Firefighter or Battalion Chief is considered permanently disabled if that employee is likely to remain so disabled continuously and permanently.

A. Short Term Disability

1. **On-The-Job Disability:** Any employee, who incurs an illness or is injured while acting within the scope of his or her employment, and whose Workers' Compensation claim has not been controverted by the County by filing a Notice of Controvert shall be entitled to disability leave with no loss in pay or benefits, except as otherwise stated in this Agreement, until the employee returns to the essential duties of the employee's position; or receives a determination that the employee will not be able to return to the essential duties of the position and receives Supplemental Long Term Disability (SLTD) benefits; provided that such benefits (excluding SLTD Benefits), are limited to a maximum of two (2) years. Further provided, that if the employee returns to work and later goes out with the same illness/injury, within six (6) months of that employee's return to work from the initial illness/injury, that employee's time shall be cumulative with respect to the two (2) year maximum cap. If a controverted claim for Worker's Compensation is later resolved to pay Workers' Compensation benefits, than the employee shall be entitled to disability benefits under this Article, retroactively. Disability benefits shall also be payable if a Workers' Compensation claim is not filed if the disability as provided in this Section is for seven (7) days or less.

Because of exposure to heat, smoke, and fumes and/or carcinogenic, poisonous, toxic, or chemical substances, when a high risk employee

is unable to perform his/her regular duties in the fire service by reason of a disabling cancer as described below, he or she shall be entitled to benefits as stated in Article 45, Section 9 (A)(1), (A)(2), and (B), On-The-Job Disability and SLTD regardless of whether a Workers' Compensation claim for the cancer is controverted. Employees may not be eligible for Workers' Compensation benefits and/or medical payments as provided for under Chapter 440 of the Florida Statutes. Employees must meet the following criteria to be eligible:

- Must successfully pass a physical examination administered prior to the individual beginning service as a firefighter; the results must fail to reveal any evidence of such a health condition
- Individual must be employed as a firefighter with the County for the time specified below prior to becoming totally or partially disabled or prior to their death
- Prior to becoming totally or partially disabled or before his/her death, individual must not have used tobacco products for at least five years
- During the preceding five years, the individual may not have been employed in any other position – including employment as a firefighter at another employing agency – that is proven to create an increased risk for multiple myeloma, non-Hodgkin's lymphoma, prostate cancer, or testicular cancer

For purposes of determining leave time and employee retention policies, an employee's cancer diagnosis must be considered an injury or illness incurred in the line of duty by the County irrespective of whether or not covered by workers' compensation. The employee shall be considered totally and permanently disabled if they are prevented from rendering useful and effective service as a firefighter and is likely to remain disabled continuously and permanently due to the diagnosis of cancer or circumstances arising out of the treatment of cancer.

The disabling cancer referred to above shall include types of cancer which may be caused by exposure to heat, smoke, radiation, or a known or suspected carcinogen and shall be limited to the following eleven (11) cancers:

- | | |
|---------------------------|----------------|
| 1. Bladder cancer | after 10 years |
| 2. Brain cancer | after 10 years |
| 3. Breast cancer | after 5 years |
| 4. Malignant Melanoma | after 10 years |
| 5. Mesothelioma | after 10 years |
| 6. Multiple Myeloma | after 10 years |
| 7. Non-Hodgkin's Lymphoma | after 10 years |
| 8. Prostate cancer | after 10 years |
| 9. Colorectal cancer | after 10 years |
| 10. Testicular cancer | after 5 years |
| 11. Thyroid cancer | after 10 years |

2. **Light Duty (On-The-Job Disability).** The County has the right to assign an employee who incurs an illness or is injured in the line of duty as provided in Section 9(A)(1) of this Article, or for any other duty-related reason as approved by the Fire Rescue Administrator, to light duty within the Fire Rescue Department, or outside the Department if the employee agrees, so long as the employee's medical condition permits. This assignment shall be based on a forty (40) hour work week and may displace an employee assigned to light duty under Section 9(A)(3) of this Article. An employee who does not wish to accept a light duty assignment under this section shall use vacation and then sick leave until each has been exhausted, after which, an employee who refuses a light duty assignment in the Department shall not be entitled to benefits under Section 9(A)(1) of this Article. An employee assigned to light duty shall suffer no loss in pay or benefits, provided that if the employee is working at a non-twenty-four (24) hour shift position then benefits shall accrue at the rate of non-twenty-four (24) hour shift employees covered by this Agreement, except the employee shall continue under high risk pension if the employee was under high-risk pension at the time of the injury, and if permitted by law.

- 3. Light Duty (Off-The-Job Disability).** An employee who incurs an illness or injury outside the line of duty or who cannot perform regular responsibilities due to pregnancy or medical reason, shall request and shall be entitled to work light duty if a position is determined by the Fire Rescue Administrator to be available, if the employee qualifies for the position, and if the employee's medical condition permits. An employee who does not wish to accept a light duty assignment under this section shall use vacation and then sick leave allotment until each has been exhausted, after which, an employee who refuses light duty assignment shall not be entitled to benefits under section 6(C)(3) of this Article. The determination as to whether an employee can work light duty will be made by the employee's physician. An employee working such light duty position shall be paid, and shall be entitled to benefits, as provided for that position, except the employee shall continue under the Union Insurance Plan and shall continue under high-risk pension if the employee was under high-risk pension at the time of injury, and if permitted by law.
- 4. Short Term Disability (Off-The-Job).** For non-job-related illness/injuries, an employee shall have a maximum duration of eighteen (18) months within which to return to the essential duties of the employee's position, with or without a reasonable accommodation. The ability to perform the essential duties of a position shall be determined by the Fire Rescue Department Physician and verified by the Occupational Health Clinic. Provided, that if an employee returns to work and later goes back out with any injury/illness, within six (6) months of that employees return to work from the initial illness/injury, that employees time shall be cumulative with respect to the eighteen (18)months maximum cap.
- 5. Medical Examination.** Any employee out of work under the provision of this article may be requested by the Department to present themselves for a medical examination through the Occupational Health Clinic. Such requests will be made no more frequently than every thirty (30) days. The failure of such employee to do so will terminate any payments under this article.

B. Supplemental Long-Term Disability Benefits (SLTD)

1. The County shall provide the following supplemental long-term disability benefits for line of duty disability for Firefighter personnel who are in the FRS Special Risk Retirement Plan at the time of injury or illness, except that merged Lantana and Royal Palm Beach personnel will receive long term disability benefits as specified below.

Lantana personnel shall be entitled to the long term disability benefit provided for by the Lantana Pension fund. The parties agree to modify the plan to provide a long term disability benefit of seventy-five (75%) percent of the best five (5) years average pay, Average Final Compensation (AFC), and will jointly submit this modification for approval to the Town of Lantana. Calculation of Average Final Compensation (AFC) shall be determined by the Lantana Pension fund administrator in accordance with FRS methodology.

Royal Palm Beach personnel shall be entitled to an SLTD benefit as listed below in 9(B)(6), provided that calculation of these benefits shall be offset by Royal Palm Beach Pension Plan benefits as described in 9(B)(9) below. The best five (5) years average pay, Average Final Compensation (AFC), shall be determined by the Royal Palm Beach Pension fund administrator in accordance with FRS methodology.

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 retirement plan shall not be eligible for any SLTD benefits.

The SLTD benefits 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 benefits from the County.

Example: No WC, Does not qualify for FRS Disability

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

2. **Definition of Disability:** A Firefighter is considered disabled if the Firefighter is wholly prevented from rendering useful and efficient service as a Firefighter. A Battalion Chief shall be considered disabled if the Battalion Chief is wholly prevented from rendering useful and efficient service as a Battalion Chief. A Firefighter or Battalion Chief is considered permanently disabled if that employee is likely to remain so disabled continuously and permanently.
3. This benefit will not replace Section 9(A)(1). The two (2) year disability benefit provided in Section 9(A)(1), shall remain in place.
4. **Eligibility:** Employees who are or were ever required to be certified Firefighters as a condition of County employment shall be eligible for this benefit from the first day of employment. Disability must arise or presume to arise in the performance of employment. Determination that the injury occurred in the line of duty, or that the disability is presumed to have arisen in the performance of employment, shall initially be made by the County. Disputes over these determinations shall be finally resolved by the grievance and arbitration procedure established in Article 16 or this Agreement. Supplemental benefits shall not be approved when the disability arises out of an injury intentionally caused by the employee.

Any claim incurred as a result of any injury, illness, or related condition for which a symptom or physical finding existed in such

manner as would cause an ordinary prudent, person to seek medical advice, diagnosis, care or treatment, or for which medical advice, diagnosis, care or treatment was recommended or received, within the six (6) month period immediately prior to the employee's hire date, shall not be covered until the employee is treatment free for a period of six (6) consecutive months.

5. **Determination of Disability:** Dispute as to whether an employee is "totally disabled" and "permanently disabled" shall be finally resolved by a Physician selected by the Union and the County, and shall not be submitted to the grievance and arbitration procedure established in Article 16 of this Agreement. Disputes over procedural, non-medical aspects of these determinations shall be finally resolved by the Fire Rescue Administrator and shall not be subject to grievance and arbitration in accordance with this Collective Bargaining Agreement.

6. **Benefit:** The amount of any SLTD benefit shall be determined in combination with FRS benefits (exclusive of COLAs) and Workers' Compensation wage benefits (exclusive of COLAs after separation) as follows:
 - (a) Employees who apply for but are not receiving Workers' Compensation or FRS benefits shall receive an SLTD benefit of seventy-five (75%) percent of the best five (5) years average pay, Average Final Compensation (AFC), as determined by the Florida Retirement System;

 - (b) Employees who apply for and receive FRS disability benefits shall receive a SLTD benefit that, combined with the FRS disability benefit, equals one hundred (100%) percent of the best five (5) years average pay, Average Final Compensation (AFC);

 - (c) Employees who apply for and receive FRS regular benefits shall receive a SLTD benefit that, combined with the FRS regular benefit, equals seventy-five (75%) percent of the best five (5) years average pay, Average Final Compensation (AFC). Employees receiving an FRS regular benefit in excess of seventy-five (75%) percent shall receive no SLTD payment from the County;

- (d) Employees who apply for and receive Workers' Compensation benefits shall receive a SLTD benefit that, combined with the Workers' Compensation benefit at the time of separation, equals one-hundred (100%) percent of the best five (5) years average pay, Average Final Compensation (AFC). If Workers' Compensation benefits are discontinued, the employee shall receive a benefit in accordance with subsection (6)(a) above;
- (e) For employees who enter into a Workers' Compensation settlement, once the amount of the settlement treated as wages, calculated as described below in 9(B)(8), has been exhausted, the employee shall receive a benefit in accordance with subsection 6(a) above;
- (f) Employees who apply for and receive both Workers' Compensation benefits and FRS disability or regular benefits that do not equal or exceed one-hundred (100%) percent of AFC when combined, shall receive an SLTD benefit that when combined with the Workers' Compensation benefit at time of separation and the FRS benefit shall equal one hundred (100%) percent of the best five (5) years average pay, Average Final Compensation (AFC). If Workers' Compensation benefits are discontinued, the employee shall receive a benefit in accordance with item subsection (6)(b) or (c) above. Employees receiving Workers' Compensation and FRS disability or regular benefits in excess of one-hundred (100%) percent of AFC shall receive no SLTD payment from the County.

7. Florida Retirement System (FRS): As a condition of receipt of supplemental benefits under this Article, all applicants must apply for FRS Disability benefits. FRS "Retirement Option 1" benefit amounts shall be used to calculate SLTD benefits, if the employee elects to receive Option 1 benefits. FRS "Retirement Option 2" benefit amounts shall be used to calculate SLTD benefits, if the employee elects to receive any option other than Option 1 benefits. For employees that elect the FRS Investment Plan, the monthly benefit that would have been received from "Retirement Option 1" under the FRS Defined Benefit Plan shall be used to determine the SLTD benefit. Employees shall be required to apply for FRS Regular

benefits if they are denied FRS Disability benefits and if they are eligible to receive FRS Regular benefits without early retirement penalty. No employee shall be required to apply for FRS Regular benefits until such time as they may receive these benefits without early retirement penalty. At such time as an employee qualifies for "non-penalized" FRS regular benefits, and chooses not to apply for "non-penalized" benefits, the SLTD payment shall be recalculated using the Option 1 FRS benefit amount. If the calculation method for determining Average Final Compensation (AFC) is changed by FRS, the method used for calculating AFC for SLTD benefits shall be similarly changed. Retro-active recalculation of AFC, and SLTD benefits shall match the retro-active provisions adopted by FRS.

8. **Workers' Compensation:** All wage monies received from Palm Beach County's Worker's Compensation shall be used in the determination of the County's SLTD payment. Employees who enter into a Workers' Compensation Settlement Agreement with Palm Beach County which contains lump sum amounts designated as anything other than medical, (e.g. wages, Compensation or Indemnity), shall have thirty-five (35%) percent of this amount treated as wages. The amount of Workers' Compensation wages shall be calculated by dividing thirty-five (35%) percent of the lump sum amount by the bi-weekly Workers' Compensation rate at the time the settlement was entered into. The resulting number represents the number of pay periods that the bi-weekly Workers' Compensation amount will be included in the determination of the SLTD payment. Once thirty-five (35%) percent of the lump sum amount has been used in the determination of the SLTD payment, the SLTD benefit shall be adjusted in accordance with 9(B)(6) above.

Example: Employee has a Workers' Compensation settlement which includes \$10,000 identified as indemnity. The settlement agreement identifies that employee was receiving \$700 per pay period Workers' Compensation non-medical benefit.

$\$10,000 \text{ Lump Sum} \times 35\% = \$3,500$

$\$3,500 / \$700 = 5 \text{ pay periods}$

The SLTD payment shall be readjusted after 5 pay periods.

- 9. Royal Palm Beach Pension Benefits:** Former Royal Palm Beach employees shall be eligible for SLTD benefits as outlined above, with pension benefits off-set as follows. At the time of termination of the Royal Palm Beach Pension Plan, the balance of the employee's retirement account which can be attributed to employer contributions (Royal Palm Beach and Palm Beach County) including investment gain/loss shall be obtained from the Royal Palm Beach Pension Board Administrator, as of the date of the last contribution made by the County. When the employee becomes eligible for non-penalized withdrawals from the pension account, (or if the employee makes withdrawals earlier) that amount shall directly off-set the SLTD benefit, until such time that the recorded balance has been off-set.

Example: Employee has a Royal Palm Beach retirement account balance which at time of termination of the plan includes \$100,000 attributed to employer contributions including investment gain/loss. The employee was receiving \$2,000 per pay period SLTD benefit.

$$\$100,000/\$2,000 = 50 \text{ pay periods}$$

The SLTD payment shall be reduced to \$0 for fifty (50) pay periods. After fifty (50) pay periods, the SLTD payment shall be re-calculated to the appropriate amount.

- 10. Over-Payments:** Due to the impact of FRS benefits and Workers' Compensation benefits on the determination of the SLTD benefit, SLTD recipients shall promptly notify the County of any changes in Workers' Compensation or FRS benefits, other than COLAs. At the time employees apply to receive SLTD benefits, they shall be required to acknowledge the obligation to notify the County of any changes in Workers' Compensation or FRS benefits. Failure to notify the County of these changes shall obligate the recipient to repay any resulting overpayments. Overpayments resulting from retroactive FRS and Workers' Compensation lump sum payments shall be immediately paid to Palm Beach County. In the event of an overpayment the County will recoup said overpayment if the overpayment resulted from the individual's failure to notify the County of a retroaction payment from FRS or Workers' Compensation, or if the employee knew or should have known about

the overpayment. With the exception of lump sum payments, unless a recipient agrees otherwise, recipients who repay through a reduction in SLTD benefits shall not have their benefit reduced by more than \$250 per pay period or thirty-five (35%) percent of their SLTD benefit, whichever is less.

- 11. Alternative Employment:** An employee, who is qualified for supplemental long term disability benefits as provided for above, will undergo a functional capacity evaluation by the physician identified in Section 9(B)(5) to determine his/her ability to provide productive service to Fire Rescue in a non-firefighting bargaining unit position.

Employees who are offered and accept a position within Palm Beach County, shall continue to be compensated at the rate of pay of the position they held at the time of the disabling illness or injury, or the new position, whichever is greater, and shall continue to accrue special risk retirement benefits, if permitted by law. Employees who are deemed able to work by the functional capacity evaluation, and who subsequently refuse an offer of alternative employment for which they are qualified within Fire Rescue, who resign from such a position, or who are terminated for just cause from such a position, prior to eligibility for non-penalized regular retirement benefits, shall only be eligible for an SLTD benefit of sixty-five (65%) percent of AFC. An employee who accepts alternative employment, then subsequently suffers a decline in their medical condition, shall not be precluded from reasserting entitlement to SLTD benefits provided that after re-evaluation the employee is deemed medically unable to continue working in the alternate position. Such benefits shall be calculated on the AFC of Palm Beach County Fire Rescue high risk service only.

- 12. Time Frame for Application:** The County shall send a notice of the right to apply for SLTD benefits at least seventy-five (75) days prior to the expiration of the two-year Short Term Disability period. In order to facilitate the transition from Short Term Disability to SLTD, employees should apply for SLTD benefits at least sixty (60) days prior to the expiration of the 2-year short term disability period to avoid being placed in out-of-pay status. However, employees who leave employment with Fire Rescue shall be eligible to subsequently apply for SLTD benefits for a period of forty-five

(45) days from the date of termination, or forty-five (45) days from the date the employee first becomes aware that they have suffered an illness or injury which is compensable under the SLTD program.

- 13. Status Review:** The Fire Rescue Administrator may request periodic review, not to exceed once every three years, of the status of the individuals receiving SLTD benefits. Individual recipients may be reviewed more frequently based on reasonable suspicion. The cost of this review shall be borne by the County. SLTD benefits will be discontinued if it is determined that the individual is able to return to work as a Firefighter and such a position is made available. Again, disputes as to "totally disabled" and "permanent" shall be determined as previously stated in this Agreement.
- 14.** County Long Term Disability Supplemental payments will coincide with the Fire Rescue Payroll Periods.

C. Fire Academy Instructors

Palm Beach County Fire Rescue (PBCFR) employees who are hired by Palm Beach State College (or other vendor approved by the Fire Rescue Administrator) to provide high-risk instruction to PBCFR personnel and are injured during said high-risk instruction, shall be provided the benefits according to Article 45, Section 9, as if those employees were working for the County; provided that any benefits received from the Palm Beach State College (or other vendor approved by the Fire Rescue Administrator) shall be treated as if such benefits had been received from the County for the purpose of calculating and administering the benefits provided pursuant to Article 45, Section 9.

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

Employees seeking coverage under the provisions of this section must immediately inform the PBCFR class coordinator of the injury and complete a PBCFR "Employees Notification of Injury" report, in addition to fulfilling

reporting and documentation requirements of Palm Beach State College (or other vendor approved by the fire Rescue Administrator).

Section 10.Cancer Initiative

The County and the Union will continue their commitment and support of our F.A.C.E. (Firefighters Attacking the Cancer Epidemic) Team and the FCI (Firefighter Cancer Initiative) by the University of Miami, Sylvester Comprehensive Cancer Center as they research and work to identify cancer exposure potentials and strive to provide solutions and improve existing ones that will reduce OR eliminate identified factors. We share their same purpose: to improve the health and lives of fire service personnel.

ARTICLE 46 – RETIREE INSURANCE

Section 1. Establishment of Local 2928 Retiree Fund.

Local 2928 shall establish its own retiree insurance benefit plan to provide full or partial health and welfare insurance premiums on behalf of former employees of Palm Beach County Fire Rescue (“The Department”) who retire on or after October 1, 1996, and meet certain other established eligibility requirements. Any and all eligibility requirements, and benefits provided, will be determined solely by the Board of Trustees of the Palm Beach County Firefighter’s Retirement Insurance Fund (“Local 2928 Retiree Fund”). All employees covered by this Agreement shall be eligible to participate in the Local 2928 Retiree Fund.

Section 2. County Contributions.

Beginning October 1, 1996, and every October 1st thereafter, the County will make, on behalf of each bargaining unit employee, a contribution equal to one (1%) percent of the then current base annual pay, including permanent assignments, (as such base pay rate is set forth in the Collective Bargaining Agreement between Local 2928 and the County at the time the contribution is made) plus benefits (e.g., FRS, FICA, and Medicare payments). Effective October 1, 2003, the County will increase its contribution in this section from one (1%) percent to two (2%) percent. Effective October 1, 2005, the County will increase its contribution in this section from two (2%) percent to three (3%) percent. Any additional benefit derived from the latter increased contribution will only apply to persons who are actively employed upon ratification of this Agreement or at any time thereafter.

Section 3. Annual Payment.

The annual contribution shall be remitted to the Local 2928 Retiree Fund by October 15, 1996, and every October 15th thereafter, provided that the Department has received a written invoice for said benefits. Failure to submit a written invoice shall not bar the Union from receipt of said funds, but shall allow the County thirty (30) days to provide the funds, which shall be retroactive. The County shall pay the annual contribution on behalf of each bargaining unit employee in pay status on October 1, 1996, and every October 1st, thereafter. Along with the contribution, the County shall provide a list of all bargaining unit members for whom payment was made.

Section 4. Survival of Benefits.

It is understood and agreed that the contribution to the Local 2928 Retiree Fund, provided in this Article, was negotiated and agreed to by the parties in lieu of a wage increase, and is intended to survive as long as Local 2928 is certified as the bargaining representative of employees employed by the Department. In the event of termination of the Local 2928 Retiree Fund, the wage increase, specified in this Article, shall be added to each bargaining unit employee's then current base annual pay, as such base pay rate is set forth in the Collective Bargaining Agreement between Local 2928 and the County at the time of termination of the Local 2928 Retiree Fund.

Section 5. Indemnification.

The Union shall indemnify, and hold the County harmless against any claim, demand, suit, or liability, and for all legal costs arising in relation to the implementation, or administration, of the Local 2928 Retiree Fund, including the last sentence of Section 2, except to the extent that the County's acts or omissions give rise to its own liability.

ARTICLE 47 – BENEVOLENT FUND

The Union shall maintain a Section 501 (c) (3) non-profit corporation for the purpose of creating a pool of hours to be used to provide assistance to participating members and to create a benevolent fund to support causes benefiting our members and the community we serve. Said assistance to members may include the approval to utilize hours from the Benevolent Fund in lieu of an out-of-pay absence, and issuance of funds to assist with certain critical financial hardships. Donated Benevolent monetary funds may also be utilized to support charitable endeavors.

Section 1.

Participation as a member of the Benevolent Fund shall be voluntary and shall be open to all Fire Rescue employees. Current employees, within one hundred twenty (120) days of the announcement of the open enrollment period, shall have a one-time opportunity to become a member. New employees, within ninety (90) days after hire, shall have a one-time opportunity to become a member. All employees shall be required to complete the appropriate written election form, indicating their decision regarding membership. Membership shall be in accordance with the By-laws established for the Benevolent Fund. After the ratification of this Agreement, the Benevolent Fund shall provide a supplemental open enrollment period for all current employees. The terms and conditions for this supplementary open enrollment period shall be determined by the Benevolent Fund.

Section 2.

The Benevolent Fund shall determine the required vacation hours to be donated annually. This time shall be deducted from the employee's vacation balance the pay period immediately following the holiday accrual for Presidents' Day, per Article 29, Section 2. B. The County shall not be obligated to contribute time for employees that do not have sufficient vacation balances. Members of the Benevolent Fund shall also donate five (\$5.00) dollars dues per pay period through payroll deduction. Reserve vacation time shall not be utilized for Benevolent Fund donations unless the employee has exhausted all accrued vacation time. The amount of the vacation time and monetary donations may be changed in the future by amendment of the by-laws governing the Benevolent Fund. The value of vacation hours donated and used shall be equal, hour-for-hour, regardless of the hourly rate of the donor or user of time.

All vacation hours donated to the Benevolent Fund shall no longer be available to the member for the purposes of vacation, and the donated hours shall not be considered when calculating a vacation time pay-out. A member who terminates employment, or an employee who chooses to no longer participate in the Benevolent Fund, is not eligible to withdraw any leave already contributed to the pool, or is the employee eligible for reimbursement of any funds contributed. Retirees may retain membership in accordance with the Benevolent Fund By-laws.

In accordance with the Benevolent Fund By-laws, any member drafted or called to active duty in the armed forces of this country shall remain a member of the Benevolent Fund without payment of dues or donation of vacation time.

Employees in out-of-pay status may remain a member, if approved by the Board of Trustees for the Benevolent Fund.

Section 3.

It is anticipated that the Benevolent Fund hours shall be issued to assist with leave that meets the definition of sick leave in Article 45, Section 6. However, decisions regarding the disbursement of hours or funds from the Benevolent Fund shall be the responsibility of the Board of Trustees and shall be made in accordance with the established By-laws and procedures of the fund. Palm Beach County shall in no way be held responsible for the decisions of that board to award or not award benefits to a member. Decisions of the Board of Trustees shall not be subject to the grievance procedure. Participating employees are not eligible to seek donations of time through Palm Beach County PPM CW-P-059.

Section 4.

No provision of this Article shall be construed to modify the terms of Article 45, including Extended Leave, nor any other Article of the CBA. Benevolent Fund hours shall not be utilized to supplement the one hundred twenty (120) sick leave hours required of an employee when utilizing Extended Leave, unless approved at the sole discretion of the Fire Rescue Administrator. Members must have exhausted all accumulated leave balances in order to be eligible to be awarded hours from the Benevolent Fund.

ARTICLE 48 – MILITARY LEAVE

Section 1. Military Training Leave With Pay

All employees shall be entitled to a leave of absence without loss of pay or benefits, not to exceed sixteen (16) shifts for twenty-four (24) hour shift employees, or twenty (20) working days for non-twenty-four (24) hour shift employees, in a fiscal year, for service in a military reserve unit or National Guard.

Section 2. Military Deployment

All employees serving in the military reserve or National Guard shall receive full pay and benefits for the first thirty (30) days and if activated involuntarily or voluntary for more than thirty (30) days will be entitled to the following pay and benefits:

- a.** The County shall supplement the military pay up to the amount that would have been paid as a base salary from the County for up to twelve (12) months.
- b.** The employee shall continue accruals for sick, vacation, and holiday leave time for up to twelve (12) months.
- c.** The employee shall continue to receive holiday pay for up to twelve (12) months.
- d.** If while on active duty, an employee is due for a longevity increase, step increase or ATB increase, the increase will be processed and the supplemental pay due to the employee will be recalculated for up to twelve (12) months.
- e.** Medical coverage for the employee and his/her dependents will remain in force during their active duty. If the supplemental pay is not sufficient to cover payroll deductions associated with medical coverage, the employee will have to make arrangements to pay directly to the Union Insurance Fund.
- f.** After twelve (12) months, if employee is unable to return to work, the employee will be placed in out of pay until they return. No vacation time or sick time can be used until the employee returns to work.

ARTICLE 49 - DRUG TESTING

A. Purpose and Scope.

Due to the nature of our profession, Palm Beach County Fire Rescue (herein referred to as Palm Beach County) and the Professional Firefighters/Paramedics (herein referred to as Local 2928) acknowledge the necessity to incorporate a policy that deals with alcohol and substance abuse into a comprehensive Health & Fitness Program for our employees. The purpose of this policy is to deter alcohol and substance abuse and to ensure that:

1. Employees are at the highest state of readiness while on duty.
2. Employees are physically and mentally sound to perform their duties.
3. A safe workplace is provided for all employees.

The policy is intended to be corrective, rather than punitive, in application. Consistent with the other components of the Health & Fitness Program, emphasis shall be placed on prevention and rehabilitation. Both parties shall strive to assist employees in overcoming any dependence on drugs and/or alcohol abuse in accordance with the guidelines of this policy. Any employees found to have an alcohol and/or substance abuse problem, shall be given an opportunity for rehabilitation.

B. No Legal Duty to Test.

All drug testing conducted by Palm Beach County shall be in conformity with the standards established in this Article and all applicable rules promulgated pursuant to this Article. However, Palm Beach County shall not have a legal duty under this article to request an employee or job applicant to undergo drug testing.

C. Definitions.

For the purpose of this Article, the following definitions apply:

1. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture or preparation containing ethyl alcohol.

2. "Chain of Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing and reporting of test results.
3. "Collection Site" means a place where employees present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs.
4. "Collection Site Person" means a person provided by an approved laboratory who instructs and assists employees at a collection site and who receives and makes an initial examination of the specimen provided by those employees.
5. "Confirmation test, "confirmed test", or "confirmed drug test" means a second analytical procedure run on a sample that was positive on the initial screening test. The second analytical procedure must be used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. The confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy. The confirmation test for alcohol will be gas chromatography and the confirmation test for all other drugs will be gas chromatography/mass spectrometry.
6. "Drug" means alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors, Amphetamines, Cannabinoids, Cocaine, Phencyclidine, and Opiates.
7. "Drug test" or "test" means any chemical, biological or physical instrumental analysis in conformity with this policy, administered for the purpose of determining the presence or absence of a drug or its metabolites.
8. "Employee" means any Bargaining Unit member who works for salary, wages, or other remuneration for Palm Beach County Fire Rescue Department.
9. "Employee assistance program" means an established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.

- 10.** "Employer" means the Palm Beach County Fire Rescue Department who employs bargaining unit members for salary, wages, or other remuneration.
- 11.** "GC/MS" means gas chromatography/mass spectrometry.
- 12.** "Initial drug test" means a sensitive, rapid and reliable procedure to identify negative and presumptive positive specimens. The initial screen for all drugs shall be an immunoassay procedure, except that, the initial test for alcohol shall be an enzyme oxidation methodology.
- 13.** "Job applicant" means a person who has applied for a special risk or safety-sensitive position with Palm Beach County and has been offered employment conditioned upon successfully passing a drug test.
- 14.** "Laboratory" means a facility, inside or outside the State of Florida, licensed by the Department of Health and Rehabilitative Services that is mutually agreed upon by Local 2928 and Palm Beach County. The parties shall select a laboratory prior to the implementation of this policy.
- 15.** "Medical Review Officer or MRO" means a licensed physician, employed with or contracted with by Palm Beach County Firefighters Employee Benefit Fund, who is responsible for receiving and reviewing all confirmation results for the laboratory. The MRO is responsible for contacting all positively tested individuals to inquire about possible prescriptive or over-the-counter medications, which could have caused a positive test result. The MRO must have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate a positive test result with prescriptive or other relevant medical information.
- 16.** "Nonprescription controlled substance" means amphetamines; cannabinoids; cocaine; phencyclidine (PCP); or opiates obtained without a prescription.
- 17.** "Nonprescription medication" means a medication that is authorized pursuant to state or federal law for general distribution and use without a prescription in the treatment of human disease, ailments or injuries.
- 18.** "Prescription medication" means a drug or medication obtained pursuant to a prescription as defined by Chapter 893.02(17) F.S.
- 19.** "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's

policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing shall not be required except upon the written recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question provided that, the recommending supervisor has received "Supervisory Training for EAP". Also, reasonable suspicion drug testing must be based upon the direct observation of at least two corroborating witnesses. Furthermore, the supervisor's written recommendation as to reasonable suspicion must be approved in writing by the Deputy Chief of Operations. At this time, only the Deputy Chief of Operations (or person acting in this capacity in the absence of the actual Deputy Chief) may order reasonable suspicion drug testing. This written recommendation shall include the circumstances, which formed the basis of the determination that reasonable suspicion existed to warrant testing. Reasonable suspicion is defined as the following:

- a.** Observable phenomena while at work, such as direct observation of drug use, or the physical symptoms or manifestations of being under the influence of a drug.
 - b.** Significant deterioration in work performance.
 - c.** Evidence that an individual has tampered with a drug test during his employment with the current employer.
 - d.** Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- 20.** "Safety-sensitive position" means any position, including a supervisory or management position in which a drug impairment would constitute an immediate and direct threat to public health or safety, including but not limited to mechanics.
- 21.** "Special risk" means employees who are required as a condition of employment to be certified under Chapter 633, Florida Statutes, or Chapter 943, Florida Statutes.
- 22.** "Specimen" means a tissue or product of the human body capable of revealing the presence of alcohol and/or drugs or their metabolites.

23. "Threshold detection level" means the level at which the presence of a drug or alcohol can be reasonably expected to be detected by an initial and a confirmatory test performed by a laboratory that meets standards established herein. The threshold detection level indicates the level at which a valid conclusion can be drawn that the drug or alcohol is present in the employee's sample.

D. Authority to Test, Types of Tests, Refusal to Test.

1. Authority to test – Palm Beach County has the authority to require employees and job applicants to submit to testing for the presence of alcohol and/or drugs only as specifically set forth in this drug-testing Article.
2. Types of Tests – Palm Beach County may conduct the following types of drug tests in order to maintain a drug-free workplace program:
 - a. Testing of job applicants – Palm Beach County may require job applicants to submit to a drug test and may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusal to hire the job applicant.
 - b. Reasonable suspicion – Palm Beach County may require an employee to submit to reasonable suspicion drug and alcohol testing. The definition of "reasonable suspicion drug and alcohol testing" as defined in this drug-testing policy will be the sole basis for determining whether reasonable suspicion exists to test an employee.
 - c. Random Testing – An employee will submit to a drug test as required in the random drug testing policy (#FR-A-110).
 - d. Post Accident Testing – If an employee is involved in an accident in which the employee was driving, and any one of the following occurs: an individual dies, an individual suffers a bodily injury and immediately receives medical treatment away from the scene of an accident, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle.

"Disabling Damage" means damage that precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage

includes damage to vehicles that could have been operated but would have been further damaged if so operated.

Disabling damage does not include damage that could be remedied temporarily at the scene of the occurrence without special tools or parts; tire disablement without further damage even if no spare tire is available; or damage to headlights, taillights, turn signals, horns, or windshield wipers that make them inoperative.

- e. **Follow-up Testing** – If an employee, (1) is confirmed to have a positive drug test, in the course of employment or (2) voluntarily enters an employee assistance program for drug-related problem or alcohol/drug rehabilitation program and is placed on extended leave in connection with the same, Palm Beach County may require the employee to submit to one drug test per quarter as a follow-up to such program for a twenty-four-month period thereafter. If an employee requests extended leave in order to enter an employee assistance program for drug related problems or alcohol/drug rehabilitation program, approval of such request shall be conditioned on the employee agreeing to sign a management referral form.
 - f. **Random Testing** – Employees will be subject to drug testing on a purely random basis. Random selection of twenty-five (25%) percent of bargaining unit employees every year will be made by a contracted third party utilizing a Department of Transportation approved random selection computer program. Employees selected for random testing will be tested on the day the employee selected is on-duty. If off-duty, the employee will be tested on the employee's next shift worked. Fifty (50) of those selected for random drug testing will be randomly tested for alcohol.
3. Refusal to Test – If an employee refuses to submit to a test for drugs and alcohol; he/she shall be disciplined, up to and including termination, for such refusal by Palm Beach County.

E. Notice to Employees.

- 1. This Article also serves as notice to all employees that a drug-testing program has been implemented.

2. Prior to testing, Palm Beach County must provide all employees or job applicants for employment with a copy of this Article.
3. Palm Beach County will include a notice of drug testing on all vacancy announcements for those positions where drug testing is required. A notice of this Article will also be posted in an appropriate and conspicuous location on Palm Beach County's premises, and copies of the Article shall be made available for inspection during regular business hours by the general public in the Palm Beach County personnel department.

F. Collection Procedures, Choice of Specimen, Cost of Testing.

1. An employee injured at the workplace and required to be tested, in accordance with this Article, shall be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible where specimens shall be obtained. If it is not medically feasible to move the injured employee (within eight (8) hours for alcohol testing, or thirty-two (32) hours for drug testing), specimens shall be obtained at the treating facility under the procedures set forth in this Article and transported to an approved testing laboratory.
2. No specimens shall be taken prior to the administration of emergency medical care. Once this condition has been satisfied, Palm Beach County may obtain results of any tests conducted on a specimen for the presence of alcohol or drugs only as is specifically provided in this Article.
3. Palm Beach County may test for any or all the following drugs: alcohol, amphetamines, cannabinoids, cocaine, phencyclidine, or opiates.
4. Body Specimens – Urine will be used for the initial test for all drugs, and for the confirmation of all drugs, except alcohol. For alcohol, enzyme oxidation (breath or blood) will be used as the initial test and blood (gas chromatography) for the confirmation test. Nothing in this section shall be construed to limit the discretion of a physician to determine whether drawing unrelated to the accident, which may preclude the drawing of the necessary quantity of blood for a testing specimen. No inference or presumption of intoxication or impairment may be made in a case where a physician prevents a specimen extraction based on his or her medical expertise.

5. Cost of testing – Palm Beach County, through and as part of its contribution to the Employee Benefit Fund pursuant to Article 33 of this Agreement, shall pay the cost of all drug tests the County requires of employees and job applicants.
6. Collection Site – The collection site utilized by Palm Beach County must be mutually agreed upon between the County and Local 2928. In addition, Palm Beach County shall utilize a collection site designated by the approved laboratory which has all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, chain of custody procedures, temporary storage and shipping or transportation of urine and blood specimens to the approved drug testing laboratory.
7. Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen, and transportation of the specimen to the laboratory shall be in accordance with Chapter 59A-24.005, Florida Administrative Code (). A form showing the Chain of Custody will be used for each employee or job applicant tested.
8. Collection site personnel – A specimen for a drug test may be taken or collected solely by a physician, a physician's assistance, a registered professional nurse, or medical assistant who has the necessary training and skills for the assigned tasks.
9. Prior to any collection of a specimen, Palm Beach County shall provide a form for the employee or job applicant to provide any information he or she considers relevant to the drug test, including identification of currently or recently used prescription or non-prescription medication or other relevant medical information. Such form shall provide notice of the most common medication by brand name or common name as applicable, as well as the chemical name, which may alter or affect a drug test. The information provided shall be reviewed by the medical review officer (MRO) in interpreting any positive confirmed results.

G. Laboratories' Procedures.

1. No laboratory may analyze initial or confirmation drug specimens unless the laboratory is licensed by the Department of Health and Rehabilitative Services and is capable of performing such tests in accordance with Chapter 112.0455, Florida Statutes, and its attendant rules in Chapter 59A-24.006, Florida Administrative Code.

2. Laboratory assistance – The approved laboratory shall provide technical assistance to the MRO or employee for the purpose of interpreting any positive confirmed test results, which could have been caused by a prescription or non-prescription medication taken, by the employee.
3. Laboratory analysis procedures – All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results shall be in accordance with Section 112.0455, Florida Statutes, and its attendant rules in Rule 59A-24.006, Florida Administrative Code.
4. Initial test – The initial screen for all drugs shall use an immunoassay methodology except that the initial test for alcohol will be an enzyme oxidation methodology. The following cut-off levels, as established by Rule 59A of the Florida Administrative Code shall be used when first screening specimens to determine whether they are positive or negative for the drugs or metabolites specifically listed below. (In the event that the following cut-off levels, as established by Rule 59A, are subsequently amended by legislation, the cut-off levels set forth below shall control.) All levels which meet or exceed the following shall be reported as positive and reported for confirmation testing:

| | |
|---------------|------------|
| Alcohol | 0.04g% |
| Amphetamines | 1000 ng/ml |
| Cannabinoids | 50 ng/ml |
| Cocaine | 300 ng/ml |
| Phencyclidine | 25 ng/ml |
| Opiates | 2000 ng/ml |

5. Confirmation test – All specimens identified as positive on the initial test shall be confirmed using gas chromatography mass spectrometry (GC/MS) except that alcohol will be confirmed using gas chromatography (GC). All confirmations shall be done by quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented in the laboratory record as “greater than highest standard curve value.” The following confirmation cut-off levels, as established by Rule 59A of the Florida Administrative Code shall be used when analyzing specimens to determine whether they are positive or negative for the drugs or metabolites specifically listed below. (In the event that the following confirmation cut-off levels, as established by Rule 59A, are subsequently amended by legislation, the confirmation cut-off levels set forth below shall

control.) All levels which meet or exceed the following shall be reported as positive:

| | |
|---------------|-----------|
| Alcohol | 0.04 g% |
| Amphetamines | 500 ng/ml |
| Cannabinoids | 15 ng/ml |
| Cocaine | 150 ng/ml |
| Phencyclidine | 25 ng/ml |
| Opiates | 150ng/ml |

6. Drug testing laboratories shall retain and store all confirmed positive specimens pursuant to Chapter 112.0455, Florida Statutes, and its attendant rules as established in Chapter 59A-24.996, Florida Administrative Code (). The assigned laboratory shall be required to maintain any specimens under legal challenge for an indefinite period.

H. Release of Results.

1. Reporting results:
 - a. The laboratory shall report tests results to the MRO within ten (10) business days after receipt of the specimen by the laboratory.
 - b. The laboratory shall report as negative to the MRO all specimens, which are negative on the initial, test or are negative on the confirmation test. Only specimens, which are confirmed as positive on the confirmation test, shall be reported positive to an MRO for a specific drug.
 - c. The laboratory shall transmit results to the MRO in a manner designed to ensure confidentiality of the information. The laboratory and MRO must ensure the security of the data transmission and restrict access to any data transmission, storage, and retrieval system.
 - d. The MRO and/or the tested employee may request from the laboratory, and the laboratory shall provide, quantitation of test results.
 - e. The MRO will also verify that positive and negative test results were properly analyzed and handled. The MRO will have knowledge of substance abuse disorders and shall also be knowledgeable in the medical use of prescription drugs and in the pharmacology and

toxicology of illicit drugs. The MRO shall evaluate the drug test results which are reported by the laboratory, verify the drug test results by checking the chain of custody form that the specimen was collected, transported and analyzed under proper procedures as set forth in this policy.

- f.** The MRO will initially notify the employee or job applicant of a confirmed positive test result within five (5) business days of receipt of the test result from the laboratory, and determine if any alternate medical explanations caused a positive test result. This notification may be accomplished via telephone. This determination by the MRO shall include conducting a medical interview with the employee or job applicant, review of the employee's or job applicant's medical history, review of any other relevant bio-medical factors, a review of all medical records made available by the tested employee or job applicant, and an inquiry as to whether any prescription or non-prescription medications could have caused the positive test result. The MRO will provide an opportunity for the employee or job applicant to discuss the positive test result and to submit documentation of any prescriptions relevant to the positive test result for up to five (5) business days after notification period.
 - g.** The MRO will then communicate the test results of an employee or job applicant to a designated representative of Palm Beach County and the employee or job applicant. The test results shall be communicated only after the MRO has verified that the positive and/or negative test results were properly analyzed and handled and, in the case of a positive test result, the MRO has provided at least up to five (5) business days for the employee or job applicant to discuss the positive test results and to submit documentation of any information relevant to the positive test results.
 - h.** The MRO shall provide to the designated representative of Palm Beach County and the employee or job applicant a copy of the test results subject to the employee protection provision (Section J) and the confidentiality provision (Section N) of this Article.
- 2.** All records pertaining to a given specimen shall be retained by the drug testing laboratory for a minimum of five (5) years. Also, drug testing laboratories shall remain in place all confirmed positive specimens in a properly secured long-term frozen storage facility for a period of at least

one year from the date of the initial testing. Within one-year period of time, an employer, employee, job applicant, or medical review officer may request in writing that the laboratory retain the specimen for an additional period of time. If no such request is received, the laboratory may discard the specimen after one year of storage. However, when notified in writing, the laboratory shall be required to maintain any specimens under administrative or legal challenge for an indefinite period.

I. Challenges to Test Results.

1. Within five (5) business days after receipt of the positive confirmed test result from the MRO, Palm Beach County shall inform the employee, in writing via certified letter sent to the employee's last known address, of the positive confirmed test result and the employee's right to explain or contest the test results. The employee must be allowed at least up to five (5) business days to submit information to Palm Beach County explaining the test results prior to the final decision by Palm Beach County.
2. Within fifteen (15) calendar days from when an explanation is due, Palm Beach County must notify the employee in writing of their final decision. If the employee did not submit information explaining the test results, or if Palm Beach County deems the explanation to be unsatisfactory, Palm Beach County must include in their final decision the consequences of such results and the options available to the employee including the right to file an administrative or legal challenge. All such documentation shall be kept confidential by Palm Beach County and shall be retained by Palm Beach County for at least one (1) year.
3. An employee may challenge the testing procedures, test results, and/or consequential action taken by Palm Beach County through the grievance procedure. Grievances, unless otherwise stated, shall be immediately arbitrated under the expedited arbitration rules as set forth in Article 16, Section 4, of the current Collective Bargaining Agreement. The grievance process will begin as soon as Palm Beach County notifies the employee in writing of Palm Beach County's final decision regarding the tested employee. However, if the employee disputes whether reasonable suspicion exists, the employee may also file a grievance as specifically set forth in the employee protection provision (Section J-2).
4. When an employee does undertake an administrative or legal challenge to the results of a drug test, it shall be the employee's responsibility to notify

the laboratory in writing of such challenge. After such notification, the sample shall be retained by the laboratory indefinitely until the administrative or legal challenge is settled. However, regardless of an administrative or legal challenge, all positive confirmed specimens will be retained by the laboratory for at least one year from the date of initial testing. [SECTION H-2 (RELEASE OF RESULTS)]

5. Nothing in this drug testing Article shall be construed to eliminate or diminish any rights provided to Palm Beach County employees by the collective bargaining process and the resulting collective bargaining agreements thereof.

J. Employee Protection.

1. The supervisor recommending reasonable suspicion testing shall detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant testing. A copy of this documentation must be given to the employee, and Local 2928, prior to testing. The original documentation shall be kept confidential by Palm Beach County, to the extent permitted by the law.
2. If an employee disputes the supervisor's recommendation of reasonable suspicion, the employee must, nonetheless, submit to a blood/urinalysis test, as ordered by the Deputy Chief of Operations, while also filing a grievance in writing directed to the Fire Administrator within two (2) business days of the testing order. If it is unable to be satisfactorily resolved with the Fire Rescue Administrator within ten (10) calendar days, such a grievance shall be immediately arbitrated under the expedited arbitration rules as set forth in Section K (Expedited Arbitration for Reasonable Suspicion Cases) of this policy. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen, and testing by the laboratory shall be withheld. Test results will not be released to any representative of Palm Beach County unless the arbitrator confirms that the County ordered the testing based on reasonable suspicion as defined in this policy.
3. All employees may, upon request, have a Union representative present during the testing procedure; provided that the test will not be postponed for more than 60 minutes wait for a Union representative. An attempt will be made to telephone a Union representative advising of said pending tests, but in no instance will the 60 minutes waiting rule be waived.

4. Palm Beach County must place any employees who are tested for reasonable suspicion under the provisions of this Article on administrative leave with pay until a final decision is made on the tested employee by Palm Beach County.
5. Palm Beach County must place any employees whose drug test results are confirmed positive as part of their random drug test, or post-accident test, on administrative leave with pay until a final decision is made on the tested employee by Palm Beach County.
6. Palm Beach County will not request or receive from any testing facility any information concerning the personal health, habit, or condition of the tested employee including the presence or absence of HIV antibodies in the tested employee's body fluids.
7. The drug testing laboratory may not disclose any information concerning the health and mental condition of the tested employee.
8. During the one hundred eighty (180)-day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted by Palm Beach County to have a portion of the specimen retested at the employee's expense. Such retesting must be done at another HRS-licensed laboratory, as previously specified in this Article, chosen by the employee or job applicant. The second laboratory must test at an equal or greater sensitivity level, for the drug in question, as the first laboratory. The first laboratory, which performed the test for the employer, shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer. If the split sample is shown to be negative, Palm Beach County shall reimburse the employee for all costs associated with testing the split sample.
9. Palm Beach County will not discharge, discipline, refuse to hire, discriminate against, or require rehabilitation of an employee or job applicant on the sole basis of a positive initial (EMIT) test result that has not been verified by a confirmation test.
10. Palm Beach County will not discharge, discipline, or discriminate against any employee upon the employee voluntarily seeking treatment, while under the employment of Palm Beach County, for an alcohol or drug-related problem unless they do not comply with EAP directives and have signed a management referral form. Palm Beach County, Local 2928, and the

employee will make every effort to ensure that the rehabilitation of the employee will be successful. Once the employee is rehabilitated, as determined by the program administrator, the employee must be allowed to return to work without being disciplined. This provision shall not be construed to remove the rights of Palm Beach County to discipline an employee for reasons other than a positive drug test.

11. Documents and records with regard to the drug testing of an employee shall not be placed in the personnel file of an employee if the employee is cleared through an administrative or legal challenge; and/or under reasonable suspicion drug testing, if the employee's test results are negative.

K. Expedited Arbitration Rules for Reasonable Suspicion Cases.

1. When a grievance alleging that the order of reasonable suspicion was improper is unable to be resolved with the Fire Rescue Administrator, the grievance shall be submitted directly to arbitration. Such grievance shall be heard no later than five (5) business days after the employee files the grievance unless otherwise mutually agreed by Palm Beach County and Local 2928.
2. The arbitrator will be required to make a bench ruling at the close of the hearing, which must specifically determine whether Palm Beach County had reasonable suspicion as defined in this Article to order the drug test. An oral response will be sufficient to settle the grievance at the close of the hearing. Such oral response shall be reduced to writing for the record by the arbitrator and submitted to the parties within five (5) business days from the close of the hearing.
3. Palm Beach County and Local 2928 shall jointly establish a list which will be defined as an expedited labor arbitration panel for reasonable suspicion drug testing.
4. The panel of labor arbitrators will be comprised of ten (10) persons and shall be selected by alternately striking from a panel of at least twenty-five (25) arbitrators as forwarded by the Federal Mediation and Conciliatory Services (FMCS). The list shall be put in random order as selected by the parties after a coin toss to determine the first selector.
5. If an arbitrator has no dates available within the time frame set forth in this policy, the next arbitrator on the list will be called. An arbitrator, upon rendering a decision, shall be placed in the tenth position on the list.

L. Rehabilitation.

- 1.** In the event that the results of the blood/alcohol or urinalysis testing are confirmed positive or upon acceptance of a management referral for substance abuse, the employee must enter an alcohol/substance abuse program approved by the Palm Beach County and Local 2928 before, during, or after exhausting all administrative or legal remedies. The approved program administrator shall determine when the employee has been successfully rehabilitated. There will be no set time frame in which the program administrator will be obligated to determine whether an employee has been successfully rehabilitated. Whether the rehabilitation is a result of a positive drug test or not, and if approved by the program administrator, Palm Beach County shall make every effort to place a safety-sensitive position employee whose drug test result is confirmed positive in a non-safety-sensitive position while the employee participates in the employee assistance program. If a non-safety-sensitive position is unavailable, or if the program administrator requires in-patient treatment for the employee, the employee shall be placed on leave status without pay until successfully rehabilitated. If placed on leave status without pay, the employee may request to be placed on extended leave or use any accumulated leave hours prior to being placed on leave without pay. Refusal to enter such a program shall result in the termination of the employee.

An employee testing positive for drugs or alcohol as a result of random, reasonable suspicion, post-accident or follow-up testing shall receive a three (3) shift un-paid suspension or additional discipline if the incident or conduct of the employee warrants it. Subsequently, if the employee is confirmed to have tested positive for alcohol/substance abuse, the employee shall be subject to discipline up to and including termination.

- 2.** If the employee fails to complete the program, the employee shall be subject to discipline.
- 3.** If an employee is confirmed to have tested positive for alcohol/substance abuse on a second occurrence, the employee shall be subject to discipline, up to and including termination. Any reoccurrence of alcohol/substance abuse, which is verified by a confirmed positive test thereafter, shall be grounds for discipline, up to and including termination, with no further opportunity for rehabilitation.

M. Employee Assistance Program.

Palm Beach County shall have a contact person within the fire department who will be responsible for providing the names, addresses, and telephone numbers of the employee assistance program available to employees.

N. Confidentiality.

1. All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced by Palm Beach County through this Article are confidential communications to the extent allowed by the law.
2. Palm Beach County, the assigned laboratory, the Medical Review Officers (MROs), the employee assistance programs, the drug and alcohol rehabilitation programs and their respective agents who receive or have access to this information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person treated, unless such release is compelled by an Arbitrator or a court of competent jurisdiction pursuant to an appeal taken under this drug testing policy, or unless deemed appropriate by professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:
 - a. the name of the person who is authorized to obtain the information;
 - b. the purpose of the disclosure;
 - c. the precise information to be disclosed;
 - d. the duration of the consent; and
 - e. the signature of the person authorizing release of the information.
3. Information on drug test results shall not be released or used in any criminal proceeding against the employee. Information released contrary to this Article, to the extent allowed by the law, shall be inadmissible as evidence in any such criminal proceeding.
4. Nothing herein shall be construed to prohibit Palm Beach County, an agent of Palm Beach County, or the laboratory conducting the drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this policy or when the information is relevant to its defense in a civil or administrative matter.

O. Education.

1. Palm Beach County will maintain a current resource file of providers of employee assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities or organizations designed to assist employees with personal or behavioral problems including, but not limited to, those referenced in the "Florida Comprehensive Directory, Drug Abuse and Mental Services," published by the Department of Health and Rehabilitative Services.
2. Palm Beach County must inform employees and new hires about any employee assistance programs that Palm Beach County may have available.
3. Palm Beach County, through the EAP Coordinator, must provide an annual education course for its employees to assist them in identifying personal and emotional programs, which may result in the misuse of alcohol or drugs. This course must also include a presentation on the legal, social, physical, and emotional consequences of the misuse of alcohol or drugs.
4. Palm Beach County, through the Wellness Steering Committee, must provide training through an annual educational course to all supervisors who will be assigned the task of determining or certifying reasonable suspicion as defined in this policy. The primary focus of this educational course shall be to train and educate all supervisory personnel on how to determine reasonable suspicion as defined in this policy.

P. Conflict With Other Laws and/or Collective Bargaining Agreement.

1. Any specific reference in this policy to Section 112.0455, Florida Statutes, and Chapter 59A-24, Florida Administrative Code, is hereby incorporated by reference only to the extent that there is not a conflict with other provisions in this policy. The specific provisions of the drug testing policy shall control over any conflict with any references to Chapter 112.0455, Florida Statutes, and Chapter 59A-24, Florida Administrative Code.
2. This drug testing policy is, in no way, intended to diminish, waive, or supersede any constitutional or other rights, not specifically mentioned in this policy, that the employee may be entitled to under federal, state, or local statutes.
3. This drug testing policy is in no way intended to diminish, waive, or supersede any rights provided to employees under a collective bargaining

agreement. The employee also has the right to challenge the results of any drugs or alcohol tests and any discipline imposed due to the provisions of this drug testing policy in the same manner that any other employer action can be grieved under the terms of the Collective Bargaining Agreement.

Q. Conclusion.

The drug and alcohol testing program was initiated at the request of the Palm Beach County Fire Rescue Wellness Steering Committee. Palm Beach County and Local 2928 each agrees to be responsible for their own negligent acts and omissions arising out of the administration and implementation of this policy, and any legal obligations or costs related hereto, except as otherwise stated in this Agreement. The Union shall not be responsible for any violation, by Palm Beach County, of any employee or job applicant's rights arising out of the implementation or administration of this Article.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this 5 day of

Feb., 2019.
R2019 0234 FEB 05 2019

PALM BEACH COUNTY

PROFESSIONAL FIREFIGHTERS OF PALM BEACH COUNTY, LOCAL 2928, IAFF

Michael C. Mackey
Michael C. Mackey, Fire Rescue Administrator

[Signature]
Scott Bielecky, President

[Signature]
Mike Martz, Director, Finance & Planning

[Signature]
Jeffrey Newsome, Negotiator

Nancy L. Bolton
Nancy Bolton, Asst. County Administrator

[Signature]
Justin Schainuck, Negotiator

[Signature]
Wayne Condry, Director, Human Resources

[Signature]
Angelo D'Ariano, Negotiator

Verdenia Baker
Verdenia Baker, County Administrator

[Signature]
Bradley LaBar, Negotiator

Approved as to Form & Legal Sufficiency

[Signature]
Robert L. Norton, Esq.
Special Legal Counsel

[Signature]
Mark W. Floyd, Esq.
Mierzwa & Associates, P.A.

Ratified by Palm Beach County on the 5th
day of February, 2019

Ratified by the Union on the 5th
day of February, 2019

Mack Bernard
Mack Bernard, Mayor
Board of County Commissioners

[Signature]
Scott Bielecky
President

Sharon H. Beck, Clerk & Comptroller
Palm Beach County
By [Signature]
Deputy Clerk