

**Collective Bargaining Agreement**  
**between**  
**PALM BEACH COUNTY**  
**AND**  
**PROFESSIONAL**  
**FIREFIGHTERS/PARAMEDICS**  
**OF PALM BEACH COUNTY,**  
**LOCAL 2928, IAFF, INC.,**  
**District Chief Supervisory Unit**

**October 1, 2015 - September 30, 2018**

## TABLE OF CONTENTS

		<u>Page</u>
<b>ARTICLE 1</b>	Preamble	4
<b>ARTICLE 2</b>	Recognition	5
<b>ARTICLE 3</b>	Dues Checkoff	6
<b>ARTICLE 4</b>	Union Business	7
<b>ARTICLE 5</b>	Management Rights	9
<b>ARTICLE 6</b>	Meetings with Management	10
<b>ARTICLE 7</b>	Safety Committee	11
<b>ARTICLE 8</b>	Non-Discrimination	12
<b>ARTICLE 9</b>	Prohibition of Strikes	13
<b>ARTICLE 10</b>	Personnel Reduction	14
<b>ARTICLE 11</b>	Seniority	16
<b>ARTICLE 12</b>	Probationary Employees	17
<b>ARTICLE 13</b>	Disciplinary Action and Discharge	18
<b>ARTICLE 14</b>	Grievance and Arbitration Procedure	19
<b>ARTICLE 15</b>	Performance Review	22
<b>ARTICLE 16</b>	Promotions	23
<b>ARTICLE 17</b>	Pay Plan	26
<b>ARTICLE 18</b>	Work Schedule	27
<b>ARTICLE 19</b>	Compensatory Time	28
<b>ARTICLE 20</b>	Education	30
<b>ARTICLE 21</b>	Uniforms	32
<b>ARTICLE 22</b>	Vacations	33
<b>ARTICLE 23</b>	Holidays	35
<b>ARTICLE 24</b>	Funeral Leave	36
<b>ARTICLE 25</b>	Jury Duty	37

<b>ARTICLE 26</b>	Insurance	38
<b>ARTICLE 27</b>	Pension	41
<b>ARTICLE 28</b>	Documents	42
<b>ARTICLE 29</b>	Voting	43
<b>ARTICLE 30</b>	Replacement of Personal Property	44
<b>ARTICLE 31</b>	Employee Benefits	45
<b>ARTICLE 32</b>	Savings Clause	46
<b>ARTICLE 33</b>	Duration of Agreement	47
<b>ARTICLE 34</b>	Employee Bill of Rights	48
<b>ARTICLE 35</b>	Wellness	49
<b>ARTICLE 36</b>	Retiree Insurance	68
<b>ARTICLE 37</b>	Benevolent	70
	Signature Page	71
	Attachment A	72
	Attachment I	73

## **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 the District Chiefs Supervisory Bargaining Unit (Certification #1578) 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.

## **ARTICLE 2 - RECOGNITION**

The County recognizes the Union as the exclusive bargaining representative for all employees of the Palm Beach County Fire Rescue Department, District Chief Supervisory Bargaining Unit certified by the Public Employees Relations Commission (Certification #1578) as follows:

### **COVERED BY THIS AGREEMENT:**

District Chief

### **NOT COVERED BY THIS AGREEMENT:**

All other employees of the Palm Beach County Fire Rescue Department, including Fire Rescue Administrator, Deputy Chiefs, Division Chiefs, and all other managerial or confidential employees.

### **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 or designee. Employees shall be released from duty on Union Time Pool only if the established needs of the service permit; with the approval of the Division Chiefs or other non-bargaining unit supervisor, but such release shall not be unreasonably denied. 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, or his or her designee, 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 or designee in Operations, and later confirmed in writing. Such release shall not be unreasonably denied. All 24 hour time pool requests from the Union President or his designee submitted at least 30 days in advance will be approved or denied within 2 business days or receipt of the request. When District Chiefs are in the county, they may be recalled by the Fire Rescue Administrator or his designee to address administrative issues within their span of control.

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

**Section 3.** The Union will be allowed one (1) designated employee representative from the District Chief 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 designee 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. One (1) Executive Board member shall be allowed to utilize time pool to attend Executive Board meetings (for up to four (4) hours). A District Chief may attend these meetings without use of time pool with prior notice to the Division Chief, but shall be available for Fire Rescue Business.



## **ARTICLE 5 - MANAGEMENT RIGHTS**

**Section 1. General.** All rights of management, which are not limited to 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; and
- i. 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 District Chiefs, by virtue of their job duties and responsibilities, shall carry out the above noted functions with respect to subordinate employees.

## **ARTICLE 6 - 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 7 - 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, one (1) of whom may be a District Chief, and three (3) members shall be appointed by the Fire Rescue Administrator, one (1) or more of whom may be District Chiefs.

**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, or his or her designee, 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.

## **ARTICLE 8 - NON-DISCRIMINATION**

The County and/or Union will not unlawfully discriminate against employees covered by this Agreement because of membership or non-membership in the Union or legal activity as required in this Agreement on behalf of the members of the Union.

## **ARTICLE 9 - PROHIBITION OF STRIKES**

No employee of the Union 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 10 - PERSONNEL REDUCTION**

**Section 1.** In the case of a personnel reduction in the rank of District Chief, employees with less than one (1) year of service within the rank of District Chiefs shall be reduced in rank first. Thereafter, the Fire Rescue Administrator shall determine the District Chief(s) that are to be reduced in rank, after a review of personnel files, past performance reviews, training and education and Department seniority.

**Section 2.** In the case of 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, 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. In the event a District Chief, who was appointed to that rank due to a merger with a Municipal Fire Department is identified for reduction, said employee shall be reduced to the rank of Battalion Chief.

**Section 3.** 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 classification 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 4.** In the case of a personnel reduction in the rank of Division Chief. Employees promoted to the rank of Division Chief after October 1, 2006, who are affected by a personnel reduction in the rank of Division Chief, shall be reduced to the classification previously held through a promotional process, in accordance with the provisions of this Article. Such reduction(s) shall not adversely affect the wages, hours, and terms and conditions of employment of any other bargaining unit employee.

**Section 5.** The protection afforded to other bargaining unit employees in sections 2, 3 and 4 above, shall not apply in the event of a workforce reduction that affects all ranks.

**Section 6.** Employees who are laid off or reduced in rank shall be recalled to the classification in the reverse order in which they were laid off or reduced in rank (last laid off, first recalled) provided they meet the requirements to perform the work.

**Section 7.** Employees who are laid off shall be paid one hundred (100%) percent of accrued vacation leave.

**Section 8.** 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.

**Section 9.** In the event a Division Chief is demoted or self demotes, they would return back to the last position in which they held through a promotional process.

## **ARTICLE 11 - SENIORITY**

**Section 1.** Departmental seniority shall be determined from the date of last hire with the County Fire Rescue Department; or from the date of hire with the predecessor fire district or municipal department, if the employee was employed by that district or department and then hired by the County at the time of the merger. 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 district or department.

**Section 2.** Classification seniority shall be determined from date of last promotion to District Chief. If two (2) or more employees have the same date of promotion, seniority shall be determined by date of Department seniority.



## **ARTICLE 12 - PROBATIONARY EMPLOYEES**

**Section 1.** Employees who are promoted to the rank of District Chief will be on probation 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.

## **ARTICLE 13 - 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 disciplinary 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 not be placed in the personnel file. During the promotion process, disciplinary material in the file two (2) years or older (or one (1) year 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 2 of the grievance procedure.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.** Any grievance concerning the application of 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 Deputy Chief 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 Fire Rescue Administrator. Within ten (10) calendar days of receipt of such appeal, the Fire Rescue Administrator, or his or her designee, 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.

**Arbitration.** If the grievance has not been resolved in Step 2, the Union may request a final and binding deposition by filing a written request for arbitration with the Fire Rescue Administrator within sixty (60) days of the completion of Step 2. The parties agree to utilize the services of James Reynolds as their "permanent" arbitrator. If James Reynolds declines to serve or becomes unavailable to serve as "permanent" arbitrator, then an arbitrator shall be selected from a panel of seven 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.

**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 2 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.

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

**Section 7.** If any employee elects not to have Union representation, or if the Union elects not to represent the employee, the County shall keep the Union informed of all proceedings initiated by the employee in 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 not 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. Upon failure of the County to provide a response within the time limits provided in this Article, the grievant or Union may appeal to the next grievance step. 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 15 - PERFORMANCE REVIEW**

**Section 1.** Employees shall be evaluated periodically 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 grievance may not be taken to arbitration.

**Section 3.** Employees must work at least four (4) months out of each one (1) year rating period in order to have their performance accurately rated.

## **ARTICLE 16 - PROMOTIONS**

### **Section 1. Notification of Vacancy.**

Employees will be given notice, posted on all Department computers, of an opening within the rank of District Chief and the eligibility criteria for the position, within two (2) pay periods of the vacancy occurring. Applicants will be given at least fifteen (15) days to apply for the position and the selection of an applicant will be made within fifteen (15) days after the closing date for applications. If the Fire Rescue Administrator orders the freezing or elimination of District Chief position(s), the Fire Rescue Administrator shall provide the Union with written notice of any such freezing or elimination, within two (2) periods of the vacancy occurring.

### **Section 2. Application for Promotion.**

No employee shall be permitted to apply for a promotion after the announced closing date.

### **Section 3. Eligibility Criteria for District Chief Position.**

Candidates must have the following prerequisites as of the closing date for the selection process:

- a. Current employment with Palm Beach County Fire Rescue at the rank of District Chief; and
- b. Paramedic certification, except that those employees that are District Chiefs prior to October 1, 2006, are exempt from this requirement.
- c. Associate Degree as approved by the State of Florida for Educational Incentive, and as of October 1, 2014, must obtain a Bachelor Degree within three (3) years from the date of promotion.

Note: Effective October 1, 2017, all applicants for the rank of District Chief will be required to possess a Bachelor Degree approved by the State of Florida for Educational Incentive.

In the event that less than five (5) Battalion Chiefs apply by the closing date, an additional fifteen (15) day application shall be opened to candidates meeting the following prerequisites:

- a. Current employment at the rank of Specialty Captain; and
- b. Paramedic certification; and
- c. Bachelor Degree as approved by the State of Florida for Educational Incentive

**Section 4. Selection Procedure.**

Selection procedures shall include an oral interview board and/or a structured exercise panel (assessment center). Rating panels utilized for the oral interview board and/or structured exercises shall consist of at least three (3) members which, shall be of the rank of Deputy Chief and/or Division Chief. The Union President may appoint either a principal officer or existing District Chief to serve as an observer. The rating panel shall prepare a list of qualified candidates after the completion of the oral interview and/or structured exercises and forward this list to the Fire Rescue Administrator.

**Section 5. Certification after Promotion.**

All personnel promoted to the rank of District Chief after October 1, 2006, shall be required to maintain all certifications listed in Section 3 above for the duration of their employment with Fire Rescue. It is understood that the County shall reimburse the employee the cost of the certification and tuition for approved training courses in accordance with Article 16 of this agreement, however the employee shall not be eligible for any salary incentives as a result of said certifications.

All personnel promoted to the rank of District Chief after October 1, 2014, will be required to obtain a Bachelor Degree that meets the State of Florida Educational Incentive criteria within three (3) years from date of promotion.



**Section 6. Eligibility List.**

An eligibility list shall be developed for each selection; provided that if there are multiple vacancies within the selection period, multiple selections may be made from the same list.

**Section 7. Selection.**

Selection into the position of District Chief shall be made by the Fire Rescue Administrator utilizing the rule of the list, however, disputes arising out of this subsection shall not be arbitrated. Such appointment shall be made within two (2) pay periods of the Fire Rescue Administrator receiving the list.

## **ARTICLE 17 - PAY PLAN**

### **Section 1. Wage Levels.**

**A. Pay Plan** - The wage levels for bargaining unit employees in the rank of District Chief are set forth in the Attachment A attached to, and made a part of, this Collective Bargaining Agreement. Employees with a current Municipal Fire Safety Inspector certification shall receive six hundred (\$600) dollars annually, payable in two (2) equal payments on the first pay period ending in December and May of each year.

**B. Schedule of Wage Increases** - In addition to the pay plan set forth in Attachment A, across-the-board increases in pay to all employees covered by this agreement shall be as identified below:

2016	Effective upon ratification	3%
2017	Effective upon ratification	3%
2018	Effective the pay period which includes October 1, 2017	3%

**C. On Call** - Effective October 1, 2013, the District Chief that is covering a weekend, with the inclusion of attached holidays to a weekend, will receive 2.4 hours of straight pay per day. A coverage schedule will be submitted to the Division Chief of Operations. Changes to the coverage schedule will be maintained by the District Chief DVP.

## **ARTICLE 18 - WORK SCHEDULE**

The workweek for District Chiefs will be the normal business day from Monday through Friday. There will be times that District Chiefs will be asked to attend meetings or other events that will require them to come in early or work late to attend such events. With prior approval of the Division Chief, the work schedule may be adjusted to accommodate attendance at such meetings or events.

## **ARTICLE 19 - COMPENSATORY TIME**

It is anticipated that District Chiefs will be required to work beyond their regular work schedule. For example, the Fire Rescue Administrator has the authority to require District Chiefs to attend mandatory meetings without extra compensation. The following provisions shall apply to the award of compensatory time on an hour-for-hour basis for District Chiefs.

- A.** Except as provided in Subsection E below, District Chiefs who are called out in an emergency, as provided for by the Department's dispatch protocols and/or Department policy, that responded and arrived on-scene shall be compensated on an hour-for-hour with compensatory time with a two (2) hour minimum.
- B.** District Chiefs may also receive compensatory time on an hour-for-hour basis for other events, if pre-approved by a Deputy Chief or Division Chief.
- C.** There shall be a maximum accrual of one hundred (100) hours of compensatory time. It shall be the employees' responsibility to assure that their balance does not exceed this cap. Use of compensatory time shall be at the discretion of a Deputy Chief or Division Chief.
- D.** If a District Chief is permanently separated from the County, he or she shall be compensated up to a maximum of eighty (80) hours for any unused compensatory time.
- E.** For any natural or manmade disasters, i.e. hurricane, tornado, terrorist event, etc., in which a declaration has been made by a Federal or State Agency and/or activation of the Department Command Teams by the Deputy Chief of Operations, District Chiefs shall be paid overtime at one and one-half times the straight time rate for each hour worked above their normal 40-hour work schedule.

**F.** District Chiefs who are assigned to work any elections shall be compensated at the straight time rate for each hour worked above their normal 40-hour work schedule.

## **ARTICLE 20 - EDUCATION**

### **Section 1. Tuition.**

Upon completion of any course approved by the Fire Rescue Administrator, or his or her designee, employees shall be reimbursed one hundred (100%) percent of the tuition costs, provided the employee received a grade of "C" or better, in accordance with the maximum amounts provided in the County Educational Reimbursement Policy. Such approval shall not be unreasonably denied.

### **Section 2. Recertification.**

County shall pay State of Florida recertification fees for full time Fire Safety Inspector, 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.

**Section 3.** 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 4.** District Chiefs seeking an approved Bachelors Degree or higher are eligible for up to five thousand (\$5,000) dollars per fiscal year for education reimbursement for the completion of one degree program after being promoted. District Chiefs, upon ratification of this agreement, are eligible for five thousand (\$5,000)

dollars per year for a Master's Degree relating to their job duties. District Chiefs not participating in a degree seeking program are eligible for the same reimbursement amount as outlined in Policy III-3 for the main bargaining unit. Submission for acceptance of degree programs and education reimbursement must follow Policy III-3 Education Reimbursement, and Policy III-11 Firefighter Supplemental Compensation.

## **ARTICLE 21 - UNIFORMS**

**Section 1. Uniforms.** Fire Rescue shall utilize the selected vendor for the purchase of approved items and shall supply all necessary uniform items to the employee.

**Section 2. Bunker Gear.** The County shall provide all necessary personal protective gear to the employee.

### **Section 3. Employee Responsibility.**

Employees have a responsibility to maintain their uniforms and personal protective gear in a condition which presents a professional appearance to the public, in accordance with Policy #I-2, and may be amended by agreement between the Fire Rescue Administrator and the Union President. 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.

### **Section 4.**

During normal business hours, District Chiefs are to wear complete Class C (white uniform shirt, etc.) uniform whenever operating within public view, except that District Chiefs shall be able to wear Fire Rescue issued polo when appropriate. Employees shall have the option of purchasing a Department approved leather helmet in accordance with Department policy.



## **ARTICLE 22 - VACATIONS**

### **Section 1. Amount of Vacation.**

- A.** Employees shall earn six point one six (6.16) hours of vacation time per payroll period up to a maximum of one hundred and sixty (160) hour annually.
- B.** When an employee is out of pay status, the employee shall receive vacation accruals pro-rated to reflect the hours during which the employee was in pay status, including all paid leave (sick leave, funeral leave, jury duty and disability leave), and calculated on the basis of the pay period.
- C.** 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.**

- 1.** There shall be no more than one-half the number of District Chiefs (rounded up) on vacation at one time. During the month of November, these employees shall select vacation periods by seniority. When selecting vacation periods during November, these employees may not select more than twenty (20) 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. Thereafter, vacation requests shall be approved on a first come, first served basis, based on availability.
- 2.** 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). District Chiefs scheduled to be out of County on vacation are not subject to recall. When District Chiefs are in the County, they may be recalled by the Fire Rescue Administrator or his designee to address administrative issues within their span of control.
- 3.** Emergency Leave - Employees shall be granted emergency leave as necessary, subject to the approval of the Deputy Chief, or in the absence thereof, the Division 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.

**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.** On April 1 of each year all hours in excess of five hundred (500) not taken shall be contributed to the Union Time Pool.
- C.** Each employee who notifies the department, prior to March 1st of the current year, that they are entering the D.R.O.P. or retiring during the next twelve (12) months shall be excluded from the vacation sweep on April 1st of that current 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 that time frame they shall have their excess vacation time swept retroactively to the values of the previous April 1st sweep that they elected to bypass. Employees may only effectively bypass the April 1st sweep once.

## **ARTICLE 23 - HOLIDAYS**

### **Section 1.**

Employees shall be given time off with pay for the following holidays:

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

**Section 2.** If a holiday occurs during a vacation period, the holiday shall not be charged against vacation leave.

**Section 3.** For employees in the District Chief Bargaining Unit, Holiday Leave shall be available for use or compensable upon termination. Bargaining unit employees shall accrue no new holiday leave. For any District Chief promoted after October 1, 2012, Holiday Leave shall be non-compensable.

**Section 4.** 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 24 - FUNERAL LEAVE**

### **Section 1. Funeral Leave.**

In the case of a death in the immediate family, the employee shall be entitled to twenty-four (24) hours (3 - eight-hour workdays) off with pay. These hours must 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 be entitled to the rest of the workday off with pay.

### **Section 2. 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 the Palm Beach County Code shall be eligible for funeral leave benefits equivalent to a spouse.

**Section 3.** An employee may extend funeral leave by using vacation leave and/or holiday leave with the approval of the Division Chief or non-bargaining unit supervisor.

## **ARTICLE 25 - JURY DUTY**

Employees will be given leave without loss of pay or benefits for jury duty pursuant to a summons or subpoena, upon presentation to the Deputy 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. Payment received by the employee for jury duty, except for mileage reimbursement, must be endorsed over to the County.

## **ARTICLE 26 - INSURANCE**

### **Section 1. Establishment of Union Plan.**

The Union shall establish its own group health/life/accidental death and dismemberment plan. All employees covered by this Agreement shall be eligible to participate in the Palm Beach Firefighters' Employee Benefit Fund ("Union Plan"). Non-bargaining unit employees of the Department are eligible to participate in the Union plan at the premium set by the union plan. Persons covered by the Union Plan who retire 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 of omissions give rise to its own liability.

### **Section 4. County Contributions.**

The County shall contribute to the Fund per pay period, on behalf of all employees covered by this agreement, amounts listed within Article 33, Section 4 of the main Collective Bargaining Agreement as may be amended from time to time.

**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 in pay status anytime during the pay period.

**Section 6. Employee Contributions.**

An employee who desires dependent 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 dependent health benefits as certified to the County, from time to time, by the Union Plan.

**Section 7. 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 his death. The County shall pay the premiums in Section 4 for 18 months from the month of death.

**Section 8. 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 27 - PENSION**

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

**Section 2.** Should an employee be promoted to the rank of District Chief and be an active participant in the Lantana Firefighter's Pension Fund, the employee shall be treated the same as all other participants in the fund.

## **ARTICLE 28 - DOCUMENTS**

### **Section 1.**

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 the 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 29 - VOTING**

The County agrees to allow each employee 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 30 - 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 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 31 - 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 by said law.

**Section 2.** Section 1 of this Article shall not be subject to grievance or arbitration under this Agreement.

**Section 3.** All rights, privileges, and working conditions, enjoyed by a majority of the District 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 employee filing a grievance under this Article, shall bear the burden of proof that such right, privilege, or working condition existed for a majority of the District Chiefs prior to the implementation of this Agreement.

### **ARTICLE 32 - 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 negotiations with the Union.

### **ARTICLE 33 - 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 upon ratification, and shall continue until September 30, 2018, 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, 2018, 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 Article 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 34 - 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 35 - WELLNESS**

### **Section 1. Wellness.**

Employees covered by this agreement shall be considered part of the Department's Wellness program as identified within the Collective Bargaining Agreement for the main bargaining unit.

### **Section 2. Medical Physicals.**

- A.** All District Chiefs shall be required to complete an annual medical examination, administered by the Fire Department Physician.
- 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 any portion of their medical physical not completed by their own physician.

- D.** All personnel shall be responsible for scheduling and completing the medical examination, Physical Fitness Evaluation (PFE), and fit testing. All

employees shall have their medical physical, Physical Fitness Evaluation (PFE) and fit testing 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.

- 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 returning to their assignment after any medical absences greater than six (6) months.

**Section 3. Drug Testing.**

All employees shall be required to submit to a random drug screening, as detailed in the Collective Bargaining Agreement.

**Section 4. Physical Fitness.**

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 the ACSM Guidelines for Fitness Prescription, administered in accordance with Policy #VII-2, and may be amended by agreement between the Fire Rescue Administrator and the Union President.

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.**

Employees covered by this agreement shall be eligible for all Employee Assistance Programs provided by the Department, as contained within the Collective Bargaining Agreement for the main bargaining unit.

**Section 6. Sick Leave.**

- A.** 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. Reserve Sick Leave Banks.**

All reserved sick leave shall be banked independent of vacation time and sick leave. Reserve sick leave bank may be used in lieu of sick leave for illness, injury or scheduled doctor's appointments. Up to fifty (50%) percent of this reserve sick leave bank shall be payable upon separation from the County, in accordance with the County merit rules.

**C. Sick Leave Allotment.**

1. After the cutoff date each year, which shall be November 1, all employees shall be allotted one hundred and four (104) hours of sick leave for the next twelve (12) months.
2. Employees may use this time at one hundred (100%) percent of their current salary in accordance with Section D of this Article.
3. Employees shall not be awarded any sick leave compensation beyond one hundred and four (104) hours during any twelve (12) month period, unless they request to use extended leave due to an illness, injury, or other circumstances consistent with Section D of this Article. Such a request must be approved by the Fire Rescue Administrator or designee, and such approval shall not be unreasonably denied. However, employees may use their reserve sick leave bank to supplement an individual, short-term absence beyond the one hundred and four (104) hour allotment, until such time as their reserve sick leave 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 (or designee), 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 and four (104) 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 one hundred and fifth (105) consecutive hour 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 eighteen (18) months during which to return to work. Employees who are granted extended leave shall not engage in off duty employment, which is inconsistent with their work restrictions during the period of leave.

4. Employees who require extended leave may use their reserve sick leave time and/or vacation time to supplement any uncompensated portion of the leave. If vacation time is used to supplement any extended leave, it shall first be drawn from the employee's reserve vacation bank and upon depletion of this bank from the employee's main vacation bank.
5. Employees who are on extended leave at the time of a new sick leave allotment shall be required to use their allotted time (104 hours) at one hundred (100%) percent of their current salary, and shall then return to the current eligible extended leave compensation status without a break in the continuity of that status.
6. Employees must return to full duty for a minimum of six (6) months from an extended leave prior to being eligible to start a new extended leave compensation for any illness or injury. Employees who return to extended leave within six (6) months of returning to fully 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.

7. 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 the reserve sick bank hours).

#### **D. Extended Leave**

When an employee is using extended leave for an illness or injury he/she must first get, from their treating physician, a written assessment of 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 unless the employee is on Family Medical Leave (FMLA). The Fire Rescue Administrator may request the employee get a fitness for duty examination from a physician selected by and paid by the Department.

#### **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, 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.

5. Hospitalization of a family member.
6. Medical, dental or optical examination or treatment.
7. Paternity and/or Maternity leave shall be limited to three (3) months.
8. **Pregnancy** - An employee experiencing a documented high-risk pregnancy may apply for extended leave. In such instances, extended leave shall terminate upon the birth of the baby, at which time the employee may begin maternity leave in accordance with this Article. Employees may request in writing (which shall include the reason for the request) to the Fire Rescue Administrator or his designee to extend maternity leave for up to three (3) weeks by using either vacation or going into out-of-pay status. The Fire Rescue Administrator or his designee has the final approval which is not subject to the grievance process. However, in the event the employee has a doctor's note that states the employee is unable to work due to medical reasons related to birth or illness of the child; these can be grieved if unreasonably denied. If at the conclusion of maternity leave the employee is medically unable to return as a result of complications, she may start a new extended leave in accordance with the terms of this Article.
  - 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.

**F. 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 currently hourly rate of pay. 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. Any eligible employees shall receive the sick leave bonus on the first pay day in December that calendar year.

**G. Sick Leave Procedure.**

1. It shall be the employee's responsibility to notify their immediate supervisor at least thirty (30) minutes prior to the start of their work day with the reason for their absence.
2. Sick leave shall be awarded on an hour for hour basis, in quarter hour increments, for all employees.
3. 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.

**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.
2. **Military Leave With Pay**

Employees shall be entitled to a leave of absence without loss of pay or benefits, not to exceed twenty (20) working days in a fiscal year, for service in a military reserve unit or National Guard.

An employee serving in the military reserve or National Guard and is activated involuntarily into active duty will be entitled to the following pay and benefits:

1. 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.



2. The employee shall continue accruals for sick, vacation, and holiday leave time for up to twelve (12) months.
3. The employee shall continue to receive holiday pay for up to twelve (12) months.
4. 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.
5. 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.

**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. Presumption**

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

## **B. 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 District 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; provided that such 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 Worker's Compensation benefits, than the employee shall be entitled to disability benefits under this Article, retroactively. Disability benefits shall also be payable if a Worker's Compensation

claim is not filed if the disability as provided in this Section is for seven (7) days or less.

- 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, 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 and 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 the 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 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 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.

**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 District Chiefs 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 benefits 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 benefits 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 offset 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
Total Net Benefit	\$ 75,000

2. Definition of Disability: A District Chief shall be considered disabled if the District Chief is wholly prevented from rendering useful and efficient service as a District Chief. A District 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 14 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: Disputes 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 14 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 I" benefit amounts shall be used to calculate SLTD benefits, if the employee elects to receive Option I 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 who 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 the 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, (of if the employee makes withdrawals earlier) that amount shall directly off-set the SLTD benefits, until such time that the recorded balance has been off-set.

Example: Employee has a Royal Palm Beach retirement account balance which at the 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.

$$\$200,000/\$2,000 = 50 \text{ pay periods}$$

The SLTD payment shall be reduced to \$0 for 50 pay periods. After 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. 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 reevaluation 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 45 days from the date of termination, or 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" or "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.

**15. 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 or designee) 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 or designee) 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 or designee).

**16. 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 36 - RETIREE INSURANCE**

### **Section 1. Retiree Fund.**

Any and all eligibility requirements, and benefits provided, will be determined solely by the Board of Trustees of the Palm Beach County Firefighters' 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, 2006, the County will make, on behalf of each bargaining unit employee, a contribution equal to two (2%) percent of the 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 the contribution is made) plus benefits (e.g., FRS, FICA, and Medicare payments). Beginning October 1, 2007, and each October thereafter, the County will make an additional one (1%) percent contribution on behalf of each bargaining unit employee, for a total contribution equal to three (3%) percent of the then current base annual pay. It is understood that one (1%) percent of the October 1, 2006, contribution and the additional one (1%) percent contribution beginning October 1, 2007, on behalf of each member covered by this agreement shall each be in lieu of a one (1%) percent cost of living increase for that year.

### **Section 3. Annual Payment.**

The annual contribution shall be remitted to the Local 2928 Retiree Fund by October 15, 2006, 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 covered by this agreement in

pay status on October 1, 2006, 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.

**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, except to the extent that the County's acts or omissions give rise to its own liability.

### **ARTICLE 37 - BENEVOLENT**

Members of this bargaining unit shall be eligible to participate in the Benevolent Fund under the terms and conditions established by Article 47 of the other Bargaining Unit Agreement, as may be amended from time to time.

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.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

**PALM BEACH COUNTY**

**PROFESSIONAL FIREFIGHTERS  
OF PALM BEACH COUNTY,  
LOCAL 2928, IAFF**

\_\_\_\_\_  
Jeff Collins, Fire Rescue Administrator

\_\_\_\_\_  
Jose Gonzalez, President

\_\_\_\_\_  
Thomas Tolbert, Deputy Chief

\_\_\_\_\_  
Scott Bielecky  
Negotiating Team Member

\_\_\_\_\_  
Chris Hoch, Division Chief

\_\_\_\_\_  
Matthew Gaffney, District Chief  
Negotiating Team Member

\_\_\_\_\_  
Joel Brier  
Negotiating Team Member

\_\_\_\_\_  
William Rowley, District Chief  
Negotiating Team Member

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Robert L. Norton, Esq.  
Special Legal Counsel

Ratified by Palm Beach County on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016

Ratified by the Union on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mary Lou Berger, Mayor  
Board of County Commissioners

\_\_\_\_\_  
Jose Gonzalez, President  
President

## **ATTACHMENT A**

### 2016 - Effective upon ratification (3%)

	Annual	Hourly
District Chief, with 20 years Longevity	\$164,671.29	\$79.169
District Chief, less than 20 years Longevity	\$157,185.75	\$75.570

### 2017 - Effective upon ratification (3%)

	Annual	Hourly
District Chief, with 20 years Longevity	\$169,611.43	\$81.544
District Chief, less than 20 years Longevity	\$161,901.32	77.837

### 2018 - Effective the pay period which includes October 1, 2017 (3%)

	Annual	Hourly
District Chief, with 20 years Longevity	\$174,677.77	\$83.990
District Chief, less than 20 years Longevity	\$166,758.36	\$80.172



**ATTACHMENT I**

**PALM BEACH COUNTY  
FIRE RESCUE  
DRUG TESTING ARTICLE**

## **TABLE OF CONTENTS**

<b>A.</b>	PURPOSE AND SCOPE	75
<b>B.</b>	NO LEGAL DUTY TO TEST	75
<b>C.</b>	DEFINITIONS	75
<b>D.</b>	AUTHORITY TO TEST, TYPES OF TEST, REFUSAL TO TEST	79
<b>E.</b>	NOTICE TO EMPLOYEES	81
<b>F.</b>	COLLECTIVE PROCEDURES, CHOICE OF SPECIMEN, COST OF TESTING	81
<b>G.</b>	LABORATORIES' PROCEDURES	83
<b>H.</b>	RELEASE OF RESULTS	85
<b>I.</b>	CHALLENGES TO TEST RESULTS	87
<b>J.</b>	EMPLOYEE PROTECTION	88
<b>K.</b>	EXPEDITED ARBITRATION RULES FOR REASONABLE SUSPICION CASES	90
<b>L.</b>	REHABILITATION	91
<b>M.</b>	EMPLOYEE ASSISTANCE PROGRAM	92
<b>N.</b>	CONFIDENTIALITY	92
<b>O.</b>	EDUCATION	93
<b>P.</b>	CONFLICT WITH OTHER LAWS AND/OR CBA	94
<b>Q.</b>	CONCLUSION	95

## **DRUG TESTING ARTICLE**

### **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 before discipline is imposed.

### **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 to request an employee or job applicant to Article 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 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 testing. The definition of "reasonable suspicion drug 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 Drug Testing Policy (VII-05).
- 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 the employee, in the course of employment, enters an employee assistance program for drug-related problems, or an alcohol and drug rehabilitation program, 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.
- f. **Random Testing** – Employees will be subject to drug testing on a purely random basis. Random selection of 25% 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. 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 is being 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. Blood will be used as the initial and confirmation test for alcohol. 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 – The Union Plan shall pay the cost of all drug tests, which 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. 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	150 ng/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 seven (7) 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 three (3) 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 M) 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 retain 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 employees 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, 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 finding, 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 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. 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. 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.
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 an employee files a grievance alleging that the order of reasonable suspicion was improper, this drug testing 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 American Arbitration Association. 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, 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 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.

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 a 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 the actions brought under or related to this policy or when the information is relevant to its defense in a civil or administrator manner.

**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 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 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.