

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PALM BEACH GARDENS

AND

PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF
PALM BEACH COUNTY
LOCAL 2928, IAFF, INC.

OCTOBER 1, 2015 TO SEPTEMBER 30, 2018

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	PREAMBLE.....	1
ARTICLE 2	RECOGNITION.....	2
ARTICLE 3	DUES CHECKOFF.....	3
ARTICLE 4	LABOR MANAGEMENT COMMITTEE.....	5
ARTICLE 5	DISCIPLINE AND DISCHARGE.....	6
ARTICLE 6	GRIEVANCE AND ARBITRATION PROCEDURE.....	10
ARTICLE 7	MANAGEMENT RIGHTS AND PREROGATIVES.....	15
ARTICLE 8	UNION BUSINESS.....	16
ARTICLE 9	BULLETIN BOARDS.....	18
ARTICLE 10	STAFFING.....	19
ARTICLE 11	RULES AND REGULATIONS.....	22
ARTICLE 12	DOCUMENTS.....	23
ARTICLE 13	NO STRIKES.....	24
ARTICLE 14	PERSONNEL REDUCTION.....	25
ARTICLE 15	SENIORITY.....	26
ARTICLE 16	CALL BACK.....	28
ARTICLE 17	INSURANCE.....	29
ARTICLE 18	PROMOTIONS.....	30
ARTICLE 19	OVERTIME.....	38
ARTICLE 20	TRAINING.....	41
ARTICLE 21	UNIFORMS.....	42
ARTICLE 22	DISABILITY LEAVE.....	44

ARTICLE 23	COMMUNICABLE DISEASES.....	48
ARTICLE 24	SAVINGS CLAUSE.....	49
ARTICLE 25	SMOKE FREE FIRE SERVICE.....	50
ARTICLE 26	PERSONAL LEAVE	51
ARTICLE 27	KELLY DAY.....	64
ARTICLE 28	SPECIAL EVENTS.....	65
ARTICLE 29	HOLIDAYS.....	67
ARTICLE 30	BEREAVEMENT LEAVE.....	69
ARTICLE 31	LEAVE OF ABSENCE.....	71
ARTICLE 32	COURT LEAVE.....	73
ARTICLE 33	EMPLOYEES BILL OF RIGHTS.....	74
ARTICLE 34	STATION CONDITIONS.....	75
ARTICLE 35	LEGAL BENEFITS.....	76
ARTICLE 36	DAMAGED EQUIPMENT.....	78
ARTICLE 37	PERSONNEL RECORDS.....	79
ARTICLE 38	SALARIES.....	80
ARTICLE 39	OUTSIDE ACTIVITIES.....	90
ARTICLE 40	WORK WEEK.....	91
ARTICLE 41	EXCHANGE OF TIME.....	92
ARTICLE 42	MEETING ROOMS.....	94
ARTICLE 43	ACCESS TO PREMISES.....	95
ARTICLE 44	JURY DUTY.....	96
ARTICLE 45	MILITARY RESERVE LEAVE.....	97

ARTICLE 46	PROBATIONARY PERIOD.....	99
ARTICLE 47	ALCOHOL AND SUBSTANCE ABUSE POLICY.....	100
ARTICLE 48	PENSION BENEFITS.....	117
ARTICLE 49	DURATION OF AGREEMENT.....	119
	SIGNATURE PAGE.....	120
	APPENDIX A.....	121
	APPENDIX B.....	123
	APPENDIX C	

ARTICLE 1 PREAMBLE

Section 1: This Agreement is entered into by and between the CITY OF PALM BEACH GARDENS, hereinafter referred to as the City, and the PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC. (hereinafter referred to as the Union).

Section 2: It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of grievances which may arise, and to establish fair standards of wages, hours, and other terms and conditions of employment.

Section 3: It is contemplated that this Agreement will serve the public interest by keeping costs at a reasonable level while maintaining the highest level of service, and a safe work environment by ensuring that members of the bargaining unit will, while on duty, make every reasonable effort to carry forward the department's legitimate activities and functions with alacrity and dispatch, and will accept and execute promptly all reasonable, lawful instructions given to them.

ARTICLE 2 RECOGNITION

The City recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours and other terms or conditions of employment, for those employees included in the bargaining unit as agreed to by the parties as follows:

INCLUDED: All certified and probationary Firefighters, Fire Inspectors, Fire Medics, Driver Engineers, Rescue Lieutenants, Captains, District Captains (EMS), Battalion Chiefs, Chief Fire Inspector, Life Safety Lieutenants and Code Compliance Officer - Fire.

EXCLUDED: Fire Chief, Deputy Fire Chief, Division Chiefs, Reserves, Quartermaster, Clerical employees, and all other employees of the City of Palm Beach Gardens.

ARTICLE 3 DUES CHECKOFF

Section 1: Subject to the restrictions set forth in SS447.303, Florida Statutes, the Employer agrees to deduct from the pay of the employees in the bargaining unit who authorize such deduction by way of a written wage assignment, properly written and executed and delivered to the Employer, and to transmit to the Union, the amount of the union dues and assessments which are uniformly charged by the Union to all members of the unit.

Section 2: The Employer shall be obliged to make no more than one deduction from any employee's pay with respect to any single calendar month.

Section 3: The Employer shall deduct dues from the second check of the month. If the employee involved has insufficient pay coming to him/her with respect to that pay period to cover the full amount of dues and/or assessments charged, the Employer shall have no obligation with respect to that employee.

Section 4: The Union agrees to indemnify the Employer, and hold it harmless, from and against any liability, real or asserted, of any kind of nature whatsoever, to any person or party, on account of the Employer's compliance or efforts to comply with this Article.

Section 5: It shall be the Union's obligation to keep the Employer at all times informed, by certification of a

responsible official of the Union, of the amount of the uniform dues and/or assessments deductible from employee's pay, and the Employer will accept such certification and be entitled to rely upon its accuracy.

Section 6: The Employer's monthly transmission of dues and assessments money to the Union will be accompanied by a list of names of employees affected, and the amount transmitted with regard to each, based on authorizations which continue in effect and are in the Employer's file.

Section 7: The Employer will not deduct or transmit to the Union at any time any monies representing fines, fees or penalties.

Section 8: The obligation to commence making deductions on account of any particular authorization shall become effective with respect to the calendar month following the month in which the authorization is received by the Employer.

Section 9: The union agrees to pay up to \$100.00/yearly to the City for administrative costs to include changes which shall be offset during the first dues check in January of each year.

ARTICLE 4 LABOR MANAGEMENT COMMITTEE

Section 1: There shall be a Labor Management Committee established to consist of: the Fire Chief and the Deputy Chief; two (2) members and one (1) alternate appointed by the IAFF; and the City Manager or his/her designee. The purpose of this committee shall be to meet and confer on health and safety issues and other concerns of a general nature and to make recommendations to the Chief concerning resolutions of such problems. The Committee shall determine its own rules of operation. Should the meeting occur during a participant's tour of duty, there shall be no loss of pay or benefits.

Section 2: Committee meetings shall be held the second (2nd) Thursday of every month, excluding holidays or by mutual agreement of the parties. There shall be an agenda published by the Fire Chief or designee four (4) days prior to the meeting. The Union will provide to the Fire Chief any items for discussion it wishes to be included on the Chief's agenda no less than four (4) days prior to the meeting. There will be no discussion at the meeting regarding items not included or identified on the agenda unless the parties mutually agree to modify the agenda.

ARTICLE 5 DISCIPLINE AND DISCHARGE

Section 1: During the first twelve (12) months of their employment with the City, all employees are considered to be probationary, meaning in part that they are subject to discipline, up to and including dismissal, without recourse to the grievance procedure.

Section 2: The City recognizes the following types of disciplinary actions:

- a. Documented Verbal warning
- b. Written reprimand
- c. Suspension without pay
- d. Demotion
- e. Combination of the above
- f. Discharge

It is recognized that the type of discipline utilized may vary in each case depending on the employee's past work record, seniority, the severity of the conduct and other operational factors.

Section 3: Employees who have successfully completed their initial probationary period may be disciplined or discharged for any of the following reasons. Examples are illustrative, not exclusive.

1. Incompetency or inefficiency in the performance of duties.

2. Insubordination
3. Refusal to fully and truthfully cooperate in an investigation related to the operation of the City conducted by or at the direction of the City.
4. Refusal to perform assigned work.
5. Excessive absenteeism or tardiness.
6. Carelessness and/or negligence in the handling or control of City property, or the misappropriation of City property.
7. Discourteous, insulting, abusive or inflammatory language or conduct toward the public or a supervisor.
8. Absence from duty without authority, including refusal to report to duty on time.
9. Acceptance of a gift under circumstances from which it could reasonably be inferred that the employee had knowledge that the giver expected or hoped for preferred or favored treatment in an official or departmental/agency matter.
10. Unauthorized personal possession of firearms or possession of explosives while on duty on City property.
11. Improper racial or sexual comments, harassment or acts.

12. Loss or suspension of driver's license where driving is part of the employee's job.
13. Abuse of unscheduled leave, or false claim of eligibility for such leave.
14. Engaging in other forms of employment while on unscheduled leave or Acute Leave.
15. Engaging in other forms of employment while on disability leave if:
 - a. The employee declines to accept a light duty assignment; or
 - b. The physical demands or requirements of the other form of employment exceed the limitation(s) imposed by the employee's treating physician; or
 - c. The employee fails to inform the City of such other employment in accordance with Article 41.

Disciplinary action may be taken for just cause.

Section 4: Any employee disciplined or discharged will be notified of the discipline or discharge in writing within ten (10) calendar days of the incident, or when the City gained knowledge of the incident which prompted the action, or at the conclusion of an investigation related to the incident, provided that the Union is given notice of the investigation and kept

abreast of the status of the investigation. Failure of management to inform the employee of impending discipline or discharge within the stipulated time frame may be a factor in any just cause determination by an arbitrator.

Section 5: Discipline up to and including a written reprimand may be grieved but not subject to the arbitration provisions of this Agreement.

ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Grievances A grievance under this contract is any dispute, claim, or complaint concerning the interpretation or application of the terms of this Agreement. Every effort will be made by the parties to settle all grievances as soon as possible. Time limits set forth shall be strictly complied with, and can only be waived by written agreement of the parties (Union official, Chief, City Manager, or their designee).

Step 1. All grievances should first be raised orally with the shift officer.

Step 2. If the grievance is not resolved as a result of this oral communication, then the employee must take the grievance to the Chief, or Deputy Chief, in writing, within fourteen (14) calendar days of the event leading to the grievance, or when the employee knew or should have known of the occurrence leading to the grievance. The written grievance shall state the act or acts complained of, when the act or acts occurred, the identity of the employee or employees who claim to be aggrieved, the specific article(s) of the Agreement claimed to have been violated, and the remedy sought. The Chief or Deputy Chief shall meet with the employee and Union representative and thereafter provide an answer in writing to the employee and Union within seven (7) calendar days of receipt of the written grievance by the Chief or Deputy Chief.

Step 3. Any grievance which cannot be resolved in Step 2 shall be taken up with the City Manager or his/her designee. Grievances shall be presented in writing to the City Manager within seven (7) calendar days of receipt of the Step 2 answer. After receiving the Step 3 appeal, the City Manager shall have seven (7) calendar days to provide an answer in writing to the employee and Union representative.

Step 4. A grievance denied in Step 3 may proceed to final and binding arbitration.

Section 2: Timeliness Failure of the Employer to respond to a grievance shall result in the grievance being advanced to the next step.

Section 3: Class Action Grievances 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 Employer, it shall be presented in writing directly at Step 2 of the Grievance Procedure, within twenty (20) calendar days of the event leading to the grievance or when the employee/Union knew or should have known of the occurrence leading to the grievance and shall be signed by the aggrieved employees or the Union representative on their behalf.

Section 4: Arbitration If the parties are unable to reach a settlement of the grievance, either party may submit the matter to arbitration by sending a demand for arbitration to the other party by certified mail or hand delivery within thirty (30) calendar days after receipt of the Step 3 decision of the City Manager. Only grievances which have been filed in writing and processed in the manner and within the time limits set forth in above article shall be subject to arbitration. The Union shall have exclusive right to proceed to arbitration on behalf of its members.

Section 5: Selection of Arbitrator After a demand for arbitration has been made, either party may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) qualified arbitrators, and from this list one shall be selected by process of elimination. The parties shall alternately strike names from the list. The moving party shall strike first. The arbitrator remaining after each party has three (3) strikes shall be named the arbitrator for the grievance. When a panel is received from the FMCS, either party may reject one complete panel of arbitrators provided the rejection is received by the FMCS and the other party within ten (10) days from the date on the FMCS panel.

Section 6: Expedited Arbitration All discharge grievances, and any other grievances mutually agreed upon for expedited processing, shall be arbitrated on an expedited basis. To accomplish this goal, the Employer and the Union agree upon the following procedures for expedited cases.

1. The selection of an arbitrator must be completed within fourteen (14) calendar days of receipt of the list of arbitrators from FMCS. Failure to do so will bar the untimely party from submitting its preference or choice of an arbitrator. Each party shall be allowed to unilaterally reject one panel of arbitrators provided that the rejection of such a panel must be

completed within five (5) calendar days of the receipt of the list by the rejecting party.

2. After an arbitrator has been selected, the arbitration hearing shall be held no later than thirty (30) calendar 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) calendar 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) calendar days of receipt of the briefs.

Section 7: Arbitration Hearing The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case except that in case of discharge or discipline, the Employer shall first present its case and carry the burden of proof. In the event that either party claims that a dispute is non-arbitrable, the arbitrator will rule on that issue and also on the merits of the grievance if it is determined to be arbitrable.

Section 8: Power of Arbitration The arbitrator shall have no power to add to, subtract from, or modify in any way the terms of the Agreement.

Section 9: Cost of Arbitration The cost of the arbitration shall be borne equally by the parties except that each party shall pay the full cost of its own witness and investigation. Arbitration proceedings shall be reported by an official court reporter at the request of either party. The party requesting the reporter shall pay the cost of same, or the parties may agree to split the cost.

Section 10: Non-Members The Union reserves the right not to represent employees who are not members of the Union.

Section 11: Notice to Union in Other Cases If an employee elects not to have Union representation, or if the Union elects not to represent an employee, the Employer shall, upon request, provide the Union with copies of all written documents pertaining to the proceedings and the Employer shall advise the Union of the final meeting to resolve the grievance and allow the Union to attend as a non-participatory member.

ARTICLE 7 MANAGEMENT RIGHTS AND PREROGATIVES

Section 1: Employer expressly reserves and retains all rights and prerogatives it enjoyed prior to the execution of this contract, except that the exercise of such right shall not be in conflict with other provisions of this agreement.

Section 2: Without limiting the general reservation of rights in Section 1, the Employer exclusively retains and reserves the rights to: exercise all rights normally exercised by employers and not expressly limited herein; select employees for hire; determine the duties required by employees in any classification; subcontract all or a part of its work or functions subject to the restrictions of Chapter 447.F.S; transfer, lay off, recall, and put employees on leave of absence status; determine the nature and extent of services that are to be performed; regulate the use of equipment and facilities; make and enforce reasonable work rules; discontinue operations; and take such measures as management may consider to be reasonably necessary to the orderly, efficient and economical operation of the Department.

Section 3: Management shall have the right to select, assign and schedule working hours for personnel who volunteer to be assigned to special projects (such as the ISO Insurance Service Organization, inventory, pre-fire planning and accreditation).

ARTICLE 8 UNION BUSINESS

Section 1: The Employer will consider requests from bargaining unit members for time off to engage in Union business or activities on an individual basis, subject to the Employer's operating needs. Time off granted for such purposes shall be without pay; however, employees may utilize scheduled personal leave, compensation time, or Union time pool for purposes of this section. Such permission shall not be unreasonably withheld.

The process of requesting, approving, denying and rescinding union time pool shall follow the format of personal leave requests and shall be approved by a Union officer prior to submission.

Section 2: It is expected that the investigation and processing of grievances, by the Union or steward, to the extent that the time of unit employees is required, will not occur during the work time of those involved. ("Work time" is any time, exclusive of breaks or meal time, during the eight (8) or ten (10) hours for Life Safety Lieutenants and Code Compliance Officers - Fire or twenty-four (24) hours for firefighters in a shift.)

Section 3: The Employer will make its negotiators available to engage in any contract negotiations or bargaining sessions which relate to wages, hours or terms or conditions of

employment, which are mutually convenient to them and to the union's non-employee negotiators. The Employer will take into consideration, in responding to requests from negotiations, the work obligations of any employees whom the Union may wish to have present, and endeavor to agree to meetings during their off duty time. Employee's attendance at negotiating meetings during work time will be subject to the restrictions of Section 1.

ARTICLE 9 BULLETIN BOARDS

The Employer agrees to set aside space in each station for a bulletin board to be provided by the Union for its use in informing its membership as to Union business. It is, however, agreed and understood that materials to be posted will be submitted to the Fire Chief for his review, and that materials which are not related to Union business, or which are factually inaccurate, may not be posted.

The Employer agrees to allow the Union to send electronic mail messages through the City's electronic mail system to all bargaining unit members. It is however, agreed and understood that all electronic messages shall be submitted to the Fire Chief, or designee, for his/her review before being electronically mailed. Materials which are not related to Union business or which are factually inaccurate shall not be electronically mailed.

ARTICLE 10 STAFFING

Section 1: Working out of classification All employees covered by this Collective Bargaining Agreement assigned to work in a higher classification shall receive assignment pay of five percent (5%) of his/her base rate of pay for all hours worked in each assignment. The City shall not alter assignments to avoid out-of-class pay and the following guidelines shall apply:

1. In order to step up into a Driver Engineer, Rescue Lieutenant, Captain, District Captain, or Battalion Chief classification, the employee must be on the current promotional list for the position to which they are being temporarily assigned.
2. No employee shall serve as a Driver and Officer at the same time, on a fire suppression unit unless that unit is functioning in a non-emergency mode.
3. Any employee receiving medic pay may be utilized as a Fire Medic regardless of their current rank or position.
4. Employees may be stepped down to any position or rank previously held, with the exception of the Driver Engineer position.

Section 2: Lead Fire Medic Assignment: The Lead Medic Assignment on an ALS transport unit will be determined as follows: (1) The Fire Medic who has the most seniority according to the date he or she was protocol released; and (2) According

to the date of hire in the event there are Fire Medics with the same protocol release date. This Lead Fire Medic will be charged with the following Duties and Responsibilities.

- a) Controlled Medications / Knox Box Key(s): The Lead Medic will sign and be responsible for all controlled medications and Knox Box key(s) on the unit.
- b) Paperwork: The Lead Fire Medic will be responsible to insure that all paperwork is completed in an appropriate and timely manner. This includes, but is not limited to, Medical Reports, Patient Refusal Forms, Hold Harmless Statements, Invoices for Transports and Equipment Inventory.
- c) Supervision: The Lead Fire Medic is the assigned supervisor for ALS Transport Units. In this role, they will insure the safe operation of the unit and its activities, the proper interaction of the crew with the public and peer professionals, the proper delivery of emergency medical care, inventory and other responsibilities, as outlined in the EMS SOG's.
- d) Lead Medics will receive an assignment pay of five (5%) percent of his/her base rate of pay for all hours worked in that assignment.
- e) No probationary Fire Medic shall serve in this capacity.

f) The lead medic position and assignment pay will no longer be utilized once all Rescue Lieutenant positions have been filled.

Section 3: This article shall not apply to any employee on light duty status.

Section 4: It is the policy of the Department that employed relatives shall not be assigned to the same station on the same shift. Relatives shall include those defined in the Palm Beach County Code of Ethics, Article XIII, Section 2-445, Anti-Nepotism Law, and domestic partners.

ARTICLE 11 RULES AND REGULATIONS

Section 1: The Employer retains its rights to make and enforce all reasonable rules and regulations concerning all aspects of employment relationship, so long as such rules and regulations do not conflict with some express provisions of this Agreement.

Section 2: The City agrees to provide the Union with copies of revised and newly promulgated rules and regulations at least thirty (30) days prior to implementation unless both parties agree to an earlier implementation.

ARTICLE 12 DOCUMENTS

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

- a) Administrative orders, regulations and personnel policies relating to bargaining unit employees.
- b) Revisions to the rules and regulations.

ARTICLE 13 NO STRIKES

Section 1: The Union does not advocate any right of unit employees to strike, slowdown or otherwise hinder the Employer's operations, and agrees that such actions should be discouraged by strong contract language.

Section 2: The parties are cognizant of all laws, regulations, directives and rules directed to the prevention of work stoppage or slowdowns by public employees in Florida.

Section 3: The Employer shall have all rights and remedies provided to it in this Agreement and this Article, in addition to, and not in lieu of, all other rights and remedies inuring to its benefit from any source whatsoever.

Section 4: The Union agrees that there shall not at any time be any strike, slowdown, work stoppage, hindrance or interference with work or operations, or any form of concerted refusal to work or cessation of work, by the Union or any employee in the bargaining unit, for any reason whatsoever, including but not limited to, violations or claimed violations of this Agreement, or unfair labor practices, claimed or actual.

Section 5: The Employer will not engage in any lockout of employees, meaning a refusal to permit the unit employees as a group to work in aid of a bargaining position or in support of any Employer position as to wages, hours and working conditions.

ARTICLE 14 PERSONNEL REDUCTION

Section 1: In the case of a personnel reduction in a classification, the employee with the least seniority in position shall be laid off first. The employee may bump to another classification by departmental seniority. All layoffs involving a separation from employment shall be made by departmental seniority.

Section 2: Employees who are laid off shall be recalled in the reverse order in which they were laid off (last laid off, first recalled). Employees on layoff shall be offered recall before new employees are hired. If a laid-off employee bumps into a lower classification, he or she shall enjoy automatic recall rights for a period of twenty-four (24) months from the date he/she is removed from his/her promoted position. After twenty-four (24) months, the employee may only be promoted in accordance with Article 18.

Section 3: Employees who are laid off and separated from employment shall, at the employee's option, be paid for all accrued leaves as if he/she had resigned or retired in good standing.

ARTICLE 15 SENIORITY

Section 1: Seniority shall be defined as Departmental Seniority and Seniority in position.

- A) Departmental Seniority is defined as the total length of continuous service in a bargaining unit position in the City's Fire Rescue Department computed from the date of last hire. Employees with the same date of hire shall have their seniority determined by their date of application with the Fire Rescue Department. If the date of hire and application date are the same for employees, then seniority will be determined by alphabetical order using the employee's last name.
- B) Seniority by position is defined as the total length of time in a given position, which is based on the date the employee is protocol certified and/or promoted into a given position as set forth on the employee's Personnel Action Form (PAF). Employees who are promoted to the same position at the same time will have seniority by position determined by departmental seniority.

Section 2: Probationary Period New employees and those hired after a break in service shall, for the first twelve (12) months, be regarded as probationary employees. Employees remaining in the employ of the City after completing probation will receive seniority from the date of hire.

Section 3: Termination of Seniority All seniority shall

terminate if an employee:

- A. Quits.
- B. Is discharged for cause.
- C. Is laid off for a period of time exceeding his/her length of continuous service at the time of layoff, up to a maximum of twenty-four (24) months.
- D. Fails to notify the City within seven (7) calendar days after due notice by the employer of recall from layoff, by certified mail, at the employee's last known address, of his/her intent to return to work within fourteen (14) calendar days.
- E. Retires.
- F. Is unable to return to work for a period of 12 months due to illness or injury.

ARTICLE 16 CALL BACK

Section 1: Any employee called back to work shall be paid for the actual time worked at a rate of time and one half (1-1/2) the employee's straight time rate of pay in one quarter (1/4) hour increments. An employee shall receive a minimum of three (3) hours call back pay.

Section 2: An employee shall receive a rate of time and one-half on an hour for hour basis for those events which have been pre-scheduled, are contiguous to the normal work schedule, and involve intubation training or any other event mutually agreed upon between the Fire Chief and the President of Local 2928. An employee shall also receive pay at a rate of time and one-half on an hour for hour basis for promotional testing relief if such an employee is held over from his or her expiring shift and if such overtime, on an hour for hour basis, was previously offered to other qualified employees through department-wide notification.

Section 3: It shall be the sole responsibility of the City to maintain the overtime records; and such records shall be made available for review upon request.

ARTICLE 17 INSURANCE

Section 1: The City shall provide individual insurance coverage at no cost to employees or the same contribution amounts as all other employees of the City, whether or not such other employees are in a bargaining unit.

Section 2: Employees who elect to maintain dependent coverage will contribute a dollar amount equal to the amount contributed toward the cost of dependent coverage that any other employees of the City are required to pay, whether or not such other employees are in a bargaining unit.

Section 3: Bargaining unit employees shall at all times be provided with the same insurance benefits provided to all employees of the City, whether or not such other employees are in a bargaining unit, and at the same contribution amounts for individual and/or dependent coverage consistent with Section 1 and 2 above.

ARTICLE 18 PROMOTIONS

Section 1: Filling of Vacancies

A) When a vacancy occurs, the City, within a reasonable time, will begin the promotional and/or hiring process.

Section 2: Filling of Position

A) It is the policy of the Employer to promote from within provided a qualified candidate applies and accepts the promotion.

B) Promotions will be made as provided in this Article.

Section 3: Notification of Examination Employees will be given written notice at least ninety (90) days in advance of a promotional examination date. The written examination will be held no sooner than ninety (90) days after the notice, nor later than one hundred twenty (120) days after the notice.

Test materials will be taken from the following:

1. No more than four (4) specified IFSTA Manuals
2. Department implemented S.O.G.'s
3. No more than four (4) specified NFPA Manuals
4. Information specifically related to the position being tested for.

Section 4: Application for Examination No employee shall be permitted to apply for a promotional examination after the announced closing date. The closing date will take effect thirty (30) days prior to the date of the examination.

Section 5: Eligibility for Promotional Examination

Employees who apply for a promotion must have the following qualifications at the time the written examination is given:

DRIVER ENGINEER:

- a) Current employment with the City as a Fire Fighter or Fire Medic.
- b) Two (2) years continuous service with the City as a Firefighter or Fire Medic and has taken and passed Florida State Fire College approved pump apparatus operator, hydraulics, and aerial operations.

RESCUE LIEUTENANT:

- a) Three (3) years continuous sworn service with the Department as a protocol released paramedic; and
- b) Florida State Fire Officer I certification. For initial promotions to the position of Rescue Lieutenant, this certification must be obtained within one (1) year of said promotion.

CAPTAIN:

- a) Five (5) continuous years of sworn service with the Department; and
- b) City assigned Driver Engineer, on the current City Driver Engineer Promotional list, or have previously held the classification of Driver Engineer for the City; and

- c) Effective September 30, 2018, City assigned Rescue Lieutenant or on the current City Rescue Lieutenant promotional list; and
- d) Protocol released paramedic; and
- e) Florida State Fire Officer II certification.

DISTRICT CAPTAIN (EMS):

- a) Two (2) years continuous sworn service with the Department as a Captain (which shall include service as a Lieutenant prior to the effective date of this Agreement) or Rescue Lieutenant; and
- b) Protocol released paramedic; and
- c) Florida State Fire Officer II certification.

BATTALION CHIEF:

- a) Two (2) years continuous sworn service with the Department as a Captain (which shall include service as a Lieutenant prior to the effective date of this Agreement) or District Captain; and
- b) Protocol released paramedic; and
- c) Florida State Fire Officer II certification. All newly promoted Battalion Chiefs that do not have an Associate's Degree from an institution approved by the Florida Bureau of Fire Standards and Training shall obtain an Associate's Degree within 2 years of promotion. Should the newly promoted Battalion Chief

not accomplish this, he or she shall then be demoted to his/her previously held position.

- d) The current promotional examination process for the rank of Captain will be discontinued. After ratification of this Agreement there shall be conducted a new promotional examination process for the rank of Battalion Chief in accordance with the terms of this Agreement except that candidates who do not possess Fire Officer II but are otherwise eligible to participate in the Battalion Chief promotional process shall be allowed to participate in the promotional process and shall have six months from the date final scores on the promotional examination process are posted to obtain Fire Officer II or be removed from the promotional eligibility list.

Section 6: Life Safety Assignment: Employees assigned to Life Safety Lieutenant may compete in a promotional process only from their rank prior to assignment.

Section 7: Selection Procedures: The selection procedure shall include a written examination and an assessment center for Rescue Lieutenants, Captains, District Captains and Battalion Chiefs, and a written examination and practical examination for Driver Engineers. Written exams and practical exam/oral review boards shall be developed and administered by an outside agency

hired by the City. The selection procedures shall take into consideration factors such as but not limited to education, experience, knowledge and physical fitness (all of which shall relate to the job being sought). No employee of Palm Beach Gardens Fire Rescue Department shall develop any part of any promotional exams.

Section 8: Written and Practical Examination

Eligible, qualified applicants shall take a written and practical examination and/or oral assessment center, which shall be graded. The cutoff score for further consideration in the process for the written examination shall be seventy percent (70%). The passing score for the practical examination or assessment center shall be seventy percent (70%). Passing score is required for all components. Separate written examinations shall be given for each classification (Driver Engineer, Rescue Lieutenant, Captain, District Captain (EMS), Battalion Chief and Chief Fire Inspector)

Applicants may protest an exam item at the conclusion of the exam. Protest may include the following: (1) item not in the study guide; (2) no correct answer; (3) more than one correct answer. If such protest is determined to be valid by the testing organization, then the affected item shall be removed from the exam. The final decision on protest will be made by the testing organization.

Section 9: Adjustment of Written Examination Scores for Promotional Exams

A) Applicants who have scored above the cutoff score on the written examination shall have their scores adjusted for seniority, as provided in this Section.

B) Applicants shall have their scores adjusted upwards based on their continuous service (as defined in Article 15 Seniority) by one half of one point (1/2) for each full year of continuous service, subject to a maximum adjustment of five (5) points after ten (10) years of continuous service.

C) Passing score for all components is required.

Section 10: Posting of Written, Oral and Practical Examination Score A list of applicants' scores on the written oral, and practical (where applicable) examination shall be posted at each fire station in order of highest to lowest score, using the testing ID numbers provided by the testing agency.

Section 11: Ranking of Positions: The following testing criteria will be used to rank all candidates:

<u>Rescue Lt., Capt., District Capt. & Batt. Chief</u>		<u>Driver</u>	
Written	60%	Written	40%
Assessment	40%	Practical	60%

Section 12: Awarding of Positions

a) Driver Engineer

Upon completion of the weighting of the written and practical in Section 10, a promotional register shall be created and vacancies filled by selecting from the top candidate on the register (rule of one(1)). The promotional register shall remain in effect for a period of two (2) years from the date the register is established or until it has been depleted, whichever is sooner. Within 120 days prior to expiration of a promotional list, or if no candidates exist on register, the City shall immediately commence the process of establishing a new register in accordance with Section 3. If a promotional opening exists before a new promotional register is created, the City shall promote off the existing register.

b) Rescue Lieutenant, Captain, District Captain, and Battalion Chief

Upon completion of the weighting of the written and assessment in Section 10, a promotional register shall be created and vacancies filled by selecting from the top three (3) candidates on the register (rule of three (3)). The register shall remain in effect for a period of two (2) years from date the register is established or until it has been depleted, whichever is sooner. If no candidates exist on the register, the City shall immediately commence the process of establishing a

new register in accordance with Section 3; however, a promotional opening exists before a new promotional register is created, the City shall promote from that list which is still in effect from the remaining candidates.

c) In order to maintain continuous promotional registers, the City shall produce a new promotional register in advance of the expiring date of the current register, replacing the register on the date of expiration, whenever possible.

Section 13: Probation: Any time an employee accepts a promotion to Driver Engineer, Lieutenant, Captain or assignment to Life Safety Lieutenant the employee shall be on probation for the first six (6) months in the new position. At any time during this six (6) month period, should the employee fail to complete the probation, the employee shall be rolled back without recourse to the grievance and arbitration procedures provided that the employee is returned to his/her prior job classification without probation and without loss of seniority. A rolled back employee will be paid at the current rate in effect for the job classification, which the employee held prior to his/her promotion.

Section 14: Upon promotion, employees will receive the minimum pay for the position to which they are promoted or a five (5%) percent increase in pay, whichever is greater.

ARTICLE 19 OVERTIME

Section 1: Employees shall be paid at the rate of time and one half (1 1/2) their regular hourly rate for all time worked outside their regular work week or regular work day.

Section 2: Any unscheduled personal leave for illness taken during a pay period within forty-eight (48) hours of the overtime shall be offset against overtime for that pay period, with the exception of employees who are held on mandatory overtime. All other leave shall be counted as time worked for purposes of overtime.

Section 3: Overtime shall be distributed on a rotational basis according to the following process:

- 1) Initially, the existing order of the current overtime list shall apply.
- 2) Positions shall be as follows: Firefighter, Fire Medic, Driver Engineer, Life Safety personnel (included only for purposes of Special Events), Rescue Lieutenant, Captain, District Captain (EMS) and Battalion Chief.
- 3) All overtime shall be offered by the position that created the overtime, to employees who are of equal position first, and then to personnel who are on the current promotional list.

4) Scheduled overtime shall be distributed by the overtime list, on a rotational basis, in the position that created the overtime. Overtime caused after 3:00 pm the day before the shift shall be offered to the off-going shift first.

Section 4: Employees refusing overtime for any reason shall remain on the overtime list in their current position.

Section 5: Employees accepting overtime shall be moved to the bottom of the overtime list if the amount of overtime is equal to or greater than twelve (12) hours or three (3) hours for Life Safety personnel.

Section 6: In the event that no employee can be found to work overtime or until such employees can report to duty, the City may hold employees on mandatory overtime, which shall be on a rotational basis. For the purpose of this article, mandatory overtime will be any time greater than a two hour "holdover". Employees who work mandatory overtime, shall not be moved down on the overtime list, regardless of the hours worked.

The City shall maintain a mandatory overtime list separate from the regular overtime list. Employees assigned to mandatory overtime shall be moved to the bottom of the mandatory overtime list, regardless of the hours worked, provided the employee completes the mandatory assignment. Mandatory overtime for the purpose of holdover will be given to those personnel going off shift. In lieu of mandatory overtime, the schedule may be

adjusted in order to fill the position by way of step up and backfill.

Section 7: No new employee may be eligible for overtime until successful completion of the first six (6) months of initial probation, except in the case of emergencies.

Section 8: If an employee accepts an overtime assignment and subsequently cancels such assignment within one hundred-twenty (120) hours of the assignment, that employee shall not be eligible to work or be offered overtime for one hundred-twenty (120) hours from the time the employee cancels the overtime assignment.

ARTICLE 20 TRAINING

Section 1: The City will pay tuition and registration fees for employees who are required by the Department to attend educational or training programs. The City shall retain full discretion to select courses or seminars and select attendees. Employees required to attend such programs will be reimbursed travel expenses (if incurred) according to the City's travel policy.

Section 2: Employees who are required to attend training programs shall be compensated at the appropriate rate for the time spent attending such programs.

Section 3: Any employee who wishes to attend a non-required training program or seminar shall make an advance written request for program approval and payment of registration fees. Upon approval of the Fire Chief or his designee and subject to budgetary restraints, the City may pay required tuition and registration fees. Employees attending non-required training programs shall do so at their own travel expense and during off-duty hours. Employees may use accrued personal leave time or arrange for shift exchanges.

Section 4: If, for any reason, an employee does not satisfactorily complete a training program, any monies provided by the City for that program will be repaid by the employee, unless an emergency prevents completion of the program.

ARTICLE 21 UNIFORMS

Section 1: New employees shall be provided with complete uniforms on or before their effective Date of Hire whenever possible. Provided as soon as possible is bunker gear, to include coats, pants, suspenders, fire helmet, boots, SCBA mask and last resort belt.

Section 2: New employees will be issued the following inventory:

<u>Emergency Services</u>	<u>Life Safety</u>
1 FDI ball cap	
1 pair blue gym shorts	
5 work shirts	2 T-shirts
	5 Class B shirts
2 blue trousers	5 blue trousers
5 FDI T-shirts	5 work shirts
1 black tie	1 pair black shoes
1 Class A white shirt	2 Class A shirts
1 Bathing Suit	1 black tie
1 FDI jump suit	1 black leather belt
1 black leather belt	1 pair blue gym shorts
1 pair black boots (plain toe)	

Optional Items

- 1 Flashlight
- 1 Extrication gloves
- 1 Jacket
- 1 Raincoat
- 1 Stethoscope
- 1 pair of goggles
- 1 pair sweat pants

Replacement items shall be requested by returning worn items to the department and obtaining approval from the department to purchase new uniform items. It is the department's intent for

uniform items to be replaced within fifteen (15) days of the request subject to the availability through the uniform vendor.

Section 3: October 1, of each year, non-probationary employees will be provided with a Uniform Purchasing Credit to purchase items listed above. The credit shall be \$400.00 for the fiscal years 2016, 2017 and 2018. During the year, the employee will have deducted from this credit the actual cost of uniform replacement items requested by the employee with the actual costs being the actual cost of such items to the City. If the credit is exhausted, the Employer shall notify the employee of the credit exhaustion. If the employee approves, the cost of additional uniform items requested by the employee will be deducted from his/her next paycheck.

Section 4: The City shall provide an annual Clothing Maintenance Allowance of two hundred fifty (\$250.00) dollars to be paid each October.

Section 5: If the employee's uniform is damaged at no fault of the employee while on duty not due to the employee's own negligence or if the employee is promoted, the City shall replace the uniform without withdrawal from the uniform credit.

ARTICLE 22 DISABILITY LEAVE

Section 1: Job-Related Injury

A. The City will carry Workers' Compensation coverage for all employees covered by this Agreement. The City agrees to pay the premium for said coverage.

B. An employee absent from duty because of an injury or illness and which is determined to be compensable under the provision of the Workers' Compensation Act, shall be entitled to full pay and benefits less any benefit received under the Workers' Compensation Act for up to one year following the date of injury. After one year, he/she shall continue to receive benefits available under the Florida Workers' Compensation Act.

Section 2: Non-Job Related Illness or Injury

A. Any bargaining unit member with the City who is absent from work due to sickness or injury after fourteen (14) consecutive days is eligible for disability pay. For each separate illness or injury and upon receipt of a disability claim form completed by the treating physician, the employee will be paid at 60% of base salary for a period of up to and not to exceed twenty-six (26) weeks. No more than twenty-six (26) weeks' of disability will be paid for any one non-job related illness or injury within a one (1) year period following the date the disability began. Employees must use acute illness

leave or personal leave to supplement disability pay so that the employee loses no pay as a result of his/her injury or illness.

B. Upon request of the Fire Chief or his designee, a doctor's certification must be submitted to the City every two weeks if the employee is unable to perform light duty or normal duty in order for the employee to continue to receive personal leave or disability pay. The sickness or injury cannot be in connection with worker's compensation or related to off-duty employment.

C. An individual requiring time off for childbearing shall be subject to the same benefits and restrictions as for any other disability.

D. Any member receiving medical treatment over an extended period (in excess of 90 calendar days) of time for an illness or injury may be required to provide a physician's written diagnosis, prognosis, approximate date of recovery, and statement that the employee is physically fit to perform the job duties required in the capacity for which he/she is currently employed. Based on the information received from the physician, or failure to provide requested information may result in reclassification as to duty status.

Section 3: When so directed by the City, any employee out of work under the provision of this article shall present himself for a medical examination. The City will bear the full

expense of said examination. The failure of such employee to present himself for an examination as directed will operate to automatically terminate any payments under this Article.

Section 4: Whenever an employee, out of work due to an illness or injury, becomes physically able to perform some useful light duty work for the City, he/she may be required to do so as a condition to receiving benefits under this Article. If an employee's treating physician states that he/she is unable to perform an available light duty assignment, the City may determine that it is necessary to send the employee to a second physician for a fitness for light duty examination. The City will notify the Local 2928 of this determination, in which case the Fire Chief and Local 2928 President will jointly select a second physician. If the second physician jointly selected by the parties concludes that the employee is able to perform the duties of the available light duty position(s), and the employee refuses such assignment, he/she shall receive no further payments from the date of refusal. An employee on a light duty assignment will accrue benefits based on those of a forty (40)-hour employee covered by this agreement.

Section 5: Any employee who is able to work after an illness or injury shall be reinstated to their former job, provided that the employee is physically qualified to perform all of the duties and responsibilities of the employee's

previous position. Such statement shall be certified by a medical doctor prior to the employee returning to work. If the employee is unable to assume his/her former responsibilities, the employee shall have first preference to fill another City position, if a vacancy occurs, and the employee qualifies for such position. If any employee refuses a job offer from the City, disability payments will be terminated.

Section 6: The employee shall be subject to termination after completion of 26 weeks of non-job related disability, or after one year of Workers' Compensation disability; meaning one year after the date of injury or illness began, according to the date written on the Workers' Compensation Notice of Accident or Injury. If at any time after 26 weeks of disability (job or non-job related illness or injury) or light duty assignment it is determined that the employee is permanently unable to work or return to work full duty as a firefighter, he/she shall be considered to be permanently disqualified from performing his/her job, and shall be terminated from employment.

ARTICLE 23 COMMUNICABLE DISEASES

Section 1: Immunization

a) The City shall provide the following vaccinations:
Tdap, Td, MMR, Varicella, Flu and Hepatitis B.

Section 2: TB Screening: The City shall provide a tuberculosis screening as per the Center for Disease Control's current recommendations.

ARTICLE 24 SAVINGS CLAUSE

If any provisions of this Agreement, or part of a provision, shall be declared or rendered null, void, or invalid through court action or by reason of legislation, the Agreement shall otherwise remain in full force and effect. If such action occurs, the parties will meet as soon as possible to negotiate a replacement article.

ARTICLE 25 TOBACCO FREE FIRE SERVICE

Section 1: The Union and the City agree to the concept of a tobacco free fire service, to comply with the provisions of the Florida Administrative Code Rule 69A-62.024. To that extent there shall be no tobacco use allowed in any work area. No tobacco use is allowed in any vehicle. This includes all types of tobacco and tobacco-like products, including smoked and smoke-less tobacco, other smokeable products, and electronic cigarettes. Employees will follow tobacco regulations set forth in the Florida Administrative Code Rule 69A-62.024.

Section 2: Employees will be permitted to attend, at no cost, any smoking cessation class held as a part of the City's wellness program.

ARTICLE 26 PERSONAL LEAVE

Section 1: Intent. This section establishes the City's policy regarding the accrual and use of personal leave. It is the policy of the City to promote the efficiency, health and morale of employees through periodic interruption from their duties. Personal leave provides time away from the work environment to pursue activities that promote the well-being of the employee and good physical, mental, and emotional health.

Section 2: Applicability. This section applies to all full time employees. Personal leave may be used for vacation, illness, or personal days.

Section 3: Accrual.

a) Personal leave is accrued monthly as follows for full time employees assigned as forty hour work week:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>
0 - 4 years	13 hours	156 hours/year
5 - 8 years	15 hours	180 hours/year
9 - 12 years	17 hours	204 hours/year
13 - 16 years	19 hours	228 hours/year
Over 17 years	21 hours	252 hours/year

b) Personal leave is accrued monthly as follows for full time employees assigned as forty-eight hour (48) work week:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>
0 - 4 years	15.4 hours	184.8 hrs/yr
5 - 8 years	17.8 hours	213.6 hrs/yr
9 - 12 years	20.2 hours	242.4 hrs/yr
13 - 16 years	22.6 hours	271.2 hrs/yr
Over 17 years	25 hours	300 hrs/yr

c) Personal leave shall be credited to the employee's personal leave balance on the first pay date of each month for the leave earned in the preceding month. For a new employee, the beginning date of employment shall be on or before the 20th day of the month in order for the employee to be credited with a personal leave time for that month. An employee must complete the initial probationary period to be eligible to use scheduled personal leave.

d) The maximum accrual of personal leave is based on the length of continuous service. Unused personal leave accumulated over these amounts is forfeited.

<u>Years of Service</u>	<u>Maximum Accrual</u>
0 - 4 years	300 hours
5 - 8 years	400 hours
9 - 12 years	450 hours
13 - 16 years	500 hours
17 - 20 years	550 hours

Over 20 years

640 hours

- e) Employees may request to receive payments in lieu of personal leave time up to a maximum of 120 hours annually each fiscal year. Employee requests for payment in lieu of personal leave shall be limited to twice a year based on the current fiscal year and capped at 120 hours. The requesting employee shall receive payment in lieu of personal leave time on the paycheck for the first full pay period following the employee's request to receive such payment at the employees then current base rate of pay. (See Appendix A, Personal Leave Cash-In Form)
- f) Each January, six (6) hours of time shall be credited to the Union Time Pool from each union member's accrued personal leave bank. The City shall provide the Union with a quarterly statement reflecting the balance of the Union's time pool bank. The Union reserves the right to redistribute the hours in the time pool bank in cases of hardship with the approval of the Chief.

Section 4: Scheduled Leave. Personal leave shall be requested by employees by utilizing departmental scheduling software with the approval of their supervisor. Requests for personal leave shall be submitted in advance of the proposed absence. Each employee shall give their supervisor at least 72

(seventy-two) hours' notice for scheduled leave and may be granted leave with less notice by the Chief or his designee and shall not be arbitrarily denied.

a) Twenty-four (24) Hour Shift Employees:

- 1) Personal Leave shall be scheduled from February 1 through January 31 except that vacation blocks beginning prior to January 31 may continue beyond January 31. The City shall determine the number of employees who can be off on vacation at any time throughout the year.
- 2) In October of each year, the City will advise how many shift employees may be scheduled off for vacation during the next year beginning February 1 per shift by Firefighters, Fire Medics, Driver Engineers, Rescue Lieutenants, Captains, District Captains (EMS) and Battalion Chiefs.
- 3) During the month of November, shift employees shall select personal leave periods by departmental seniority on a per shift basis, in the following groupings: Firefighters, Fire Medics, Driver Engineers, Rescue Lieutenants, Captains, District Captains (EMS) and Battalion Chiefs as set forth herein:

b) Personal leave selection during the months of November and December shall be made in two (2) rounds:

1) Employees choosing three (3) or more consecutive shifts (which may include Kelly Days) shall make the first selections. First round selection forms shall be made available on or before November 1 and shall be submitted on or before 1700 hours November 15. First round selection shall be awarded within five (5) business days thereafter.

2) Employees wishing to pre-schedule another group of one (1) or more consecutive shifts of time shall choose during the second selection. Second round selections shall be made available on or before November 21 and shall be submitted on or before 1700 hours on December 8. Second round selections shall be awarded within five (5) business days thereafter.

3) At 12:00 p.m. on December 15th, employees shall be able to schedule leave time for remaining open days for personal leave for the upcoming year, which shall be on a first come, first serve basis. In the event that the Telestaff is inoperative, employees must contact the on-duty Captain in order to submit a request for personal leave. Such approval shall be based on staffing only and shall not be unreasonably denied.

4) Once approved, personal leave time shall not be rescinded by management except in the event of a serious hardship (major emergency i.e.: earthquake, tropical storm, hurricane, or civil emergency). The payment of overtime shall not constitute serious hardship.

5) Employees may cancel their personal leave time only if requested by at least twenty-four (24) hours from the start of the leave period including Kelly Days, with first round vacation selection being the exception. Cancellation, if requested less than twenty-four (24) hours prior to the start of the leave period, may be granted at the discretion of the Chief or designee and shall not be unreasonably denied.

c) 40 hour employees - In October of each year, the City will advise how many Chief Fire Inspectors, Life Safety Lieutenants Fire Inspectors, and Code Compliance Officers may be scheduled off for personal leave during the next year beginning on February 1. During the month of November and December these employees shall select personal leave periods by departmental seniority. When selecting personal leave periods during November and December these employees may not select more than twenty (20) consecutive working days during the personal leave year, which may be waived with the approval of the immediate non-bargaining unit

supervisor in charge of scheduling, but such approval shall not be unreasonably denied. The City shall permit at least two (2) Life Safety Lieutenants to be off from work at one time if it is necessary to do so in order to accommodate the personal leave request of an employee so long as at least one Life Safety Lieutenant remains on duty.

d) The City agrees to provide one additional slot for a vacation day off to the Fire Medics for a total of two Fire Medics off on any given day. Said vacation slot shall be reserved exclusively for Fire Medics, except when inside of 72 hours from start of the shift and will be used in accordance with Section 4 of this article. If, 72 hours prior to the start of the shift, no Fire Medic has elected to reserve the day, the day becomes available to Firefighters, Driver Engineers and Officers, as long as it does not directly cause overtime. Fire Medics can still reserve the day, if it is still available, inside of the 72 hours whether or not it causes overtime. Once inside of 24 hours, even if the day was reserved by a Firefighter, Driver/Engineer or Officer, use of the additional slot will not be denied even if use of the slot will cause overtime.

Section 5: Unscheduled Leave. To utilize unscheduled leave, for an illness, or emergency, the employee shall notify the on-duty Battalion Chief one (1) hour prior to the beginning

of the scheduled workday, or prior to leaving the work assignment with the specific reason for the request. For the purposes of this article, illness means the illness of the employee or employee's spouse or child, illness by the employee's registered domestic partner or registered domestic partner's children, or the serious illness of a family member living in the employee's household, requiring the presence of the employee. Emergency leave may be requested for an unanticipated situation other than illness which requires the presence of the employee, and may be granted by the Battalion Chief only with the approval of the Fire Chief, Deputy Fire Chief or Division Chief of Administration.

Unscheduled leave may not be used to work at other employment.

Section 6: General Provisions.

- 1) All probationary full time employees are eligible to use unscheduled personal leave.
- 2) Employees shall be limited to no more than 13 shifts (12 hour or 24 hour shifts) off per calendar year.
- 3) Unless approved by the Fire Chief or designee, employees shall be limited to no more than 5 consecutive shifts off which include any combination of Exchange of Time, Kelly Days, and Personal Leave.
- 4) The accrual is not available until the first day of the following month.

- 5) Unscheduled personal leave time must be taken in increments of one full shift with the exception of an illness or emergency which occurs while the employee is on duty. Childcare shall not constitute an emergency. Scheduled personal leave may be used in increments of 12 hours except in the event of an emergency or for fire department approved education or training, in which case scheduled personal leave may be utilized on an hourly basis when granted by the Battalion Chief with the approval of the Fire Chief, or designee.
- 6) Employees are not entitled to use personal leave that has not been earned.
- 7) A bargaining unit member on leave without pay for more than fifteen (15) calendar days shall not be credited with personal leave for that period.
- 8) If the day on which an official holiday is observed, as designated in Article 29 - Holidays, of this contract, shall fall within the period of personal leave being taken by an employee, it shall not be charged to their personal leave.

Section 7: Payout. Upon separation from employment employees shall be paid for all accrued personal leave. Any accrued personal leave shall be paid at the employee's final base rate of pay.

Section 8: Acute Illness Leave

Effective October 1, 2012, employees shall no longer accrue acute illness leave. Full-time employees carrying accrued acute illness leave balances as of the date of ratification shall carry forward those hours to use according to this section until they are depleted.

a) Acute illness leave may be used only after the employee has used twenty four (24) consecutive hours of personal leave regardless of the employee's work schedule, as a result of illness or injury. The illness or injury shall be verified in writing by a licensed physician.

b) This leave may be used for illness by the employee, the employee's spouse, the employee's registered domestic partner, the employee's or registered domestic partner's dependent children including step-children and adopted children.

c) The minimum charge for acute illness leave shall be units of eight (8) hours except hours used for disability.

d) Upon separation from employment, employees shall not be entitled to any reimbursement of accumulated acute illness leave.

e) Employees may not transfer acute leave for any reason.

Section 9: Incentives

a) Non-probationary employees will be credited 48 hours of personal leave on October 1 of each year, as an incentive program designed to reward employees for excellent attendance in the

preceding year. Employees who have one or less unscheduled leave occurrence, excluding emergencies per Section 5 above, during the year will be credited 48 hours of personal leave in the first paycheck for the first full pay period in October each year. Employees who have unscheduled leave occurrences during the fiscal year will be subject to the disincentives listed in Section 10.

Section 10: Disincentives

a) Employees who have unscheduled leave occurrences in any fiscal year (October 1 - September 30), commencing with the first occurrence, shall be subject to disincentive actions as follows:

# OF OCCURRENCES	DISINCENTIVE
1 st Occurrence	No action taken
2 nd Occurrence	50% reduction of incentive time
3 rd Occurrence	75% reduction of incentive time
4 th Occurrence	100% reduction of incentive time
5 th Occurrence	Move to the bottom of the overtime list, loss of step-up, shift exchange and overtime privileges for 15 days.
6 th Occurrence	Move to bottom of overtime list, loss of step-up and shift exchange privileges for 30 days and no overtime for 30 days.

- 7th Occurrence Move to bottom of overtime list, loss of step-up and shift exchange privileges for 60 days and no overtime for 60 days.
- 8th Occurrence Move to bottom of overtime list, loss of step-up, shift exchange and overtime privileges for 120 days, and a 24 hour suspension.
- 9th Occurrence Move to bottom of overtime list, loss of step-up, shift exchange privileges, ineligible for overtime, mandatory referral to EAP, loss of seniority for Kelly Day selection, and 48 hour suspension.
- 10th Occurrence Special performance evaluation with possible recommendation of termination by Fire Chief.

Section 11: Miscellaneous Provisions

- a) Unscheduled leave occurrences shall be calculated during the last week of each month. Employees who are subject to any disincentive action shall be notified by the last day of each month.
- b) Disincentive actions shall be applied starting the first day of the month following notification.
- c) During the disincentive period the affected employee shall not enter into any new shift exchanges, step-ups or be offered overtime for that period.
- d) During the disincentive period, the affected employee will not be permitted any shift exchanges off, but will

be required to work all scheduled shift exchanges that are paybacks.

- e) An employee who comes to work sick may be sent by an officer or chief officer to the City's health center physician for a determination whether he/she can return to work, or be sent home for the remainder of his/her shift. This will count as an unscheduled personal leave occurrence.

ARTICLE 27 KELLY DAY

Section 1: Kelly Day Selection

Before the personal leave time selections are made, the selection of Kelly Days shall be determined by shift, within rank, based on seniority by position as defined in Article 15, Seniority. Kelly Days shall be selected annually and may be reassigned due to transfers and promotions.

ARTICLE 28 SPECIAL EVENTS

Section 1: The City shall maintain one (1) list for special events. There are eight (8) categories of special detail positions, including firefighter, driver/engineer, fire medic, rescue lieutenant, captain, district captain, battalion chief and life safety lieutenant. Special event positions will be filled by category as determined by the Department. The pay for the event will be determined by the category required.

Section 2: The initial list will be established by departmental seniority. When a detail is available it will be offered to the first qualified person on the list and continue down the list until the detail is filled. Details will be scheduled forty-eight (48) hours in advance of the detail when possible. If the assignment is at least three (3) hours in length and no one accepts the detail, it will be assigned to the first qualified person on the list. If an employee receives a mandatory assignment at least forty-eight (48) hours in advance of the detail, the employee shall not move on the list. If an employee receives a mandatory assignment less than forty-eight (48) hours in advance of the detail and such detail is less than five (5) hours in duration, the employee will receive pay for five (5) hours and shall not move on the list. A person shall not receive more than one (1) mandatory assignment in

a six month period. No person receiving a mandatory assignment shall move on the list.

Section 3: The Department can assign an employee of a specific rank to a special event.

Section 4: An employee accepting a special event must work the event or find a qualified replacement.

Section 5: Hours worked for a special event shall not be combined with regular hours worked by the employee for the purposes of overtime compensation.

Section 6: Employees shall be compensated at the following hourly rates for hours worked during a special event:

1. Firefighter - \$30
2. Driver/Engineer and Fire Medics - \$35
3. Rescue Lieutenants, Captains, District Captains and Battalion Chiefs - \$40

Employees will be compensated in accordance with the hourly rates specified above regardless of actual rank.

ARTICLE 29 HOLIDAYS

Section 1: The official holidays to be observed by bargaining unit members shall be:

New Year's Day	(January 1)
Martin Luther King Day	
Good Friday	
Memorial Day	(last Monday in May)
Independence Day	(Fourth of July)
Labor Day	(1st Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	
Day after Thanksgiving	
Christmas Day	
President's Day	(3rd Monday in February)

Section 2: Each bargaining unit member shall also receive one personal holiday per calendar year, which shall be credited to the employee's personal leave bank and approved in the same manner as vacation leave.

Section 3: For shift personnel, a holiday which falls on a Saturday or Sunday will be observed on that day rather than the day designated by the City.

Section 4: Forty-hour employees working on a holiday will receive, in addition to their regular pay, eight (8) hours holiday pay plus pay at one and one half (1 1/2) times their regular rate of pay for all hours worked.

Section 5: All twenty four (24) hour shift employees shall receive ten (10) hours of pay whether or not they work the holiday; for each of the above named holidays. Holiday pay shall be in the paycheck following the Holiday. If an employee

is scheduled to work on a holiday and uses unscheduled leave as defined in Article 27, Section 5, then that employee will not receive holiday pay.

Section 6: Life Safety employees must have worked on the last scheduled work day not counting work days on which the employee was away from work due to the use of scheduled personal leave, prior to the holiday and the next scheduled work day after the holiday to receive pay for the holiday.

Section 7: The following categories of employees specifically do not qualify to receive compensation, compensation at a premium rate, or compensatory time off for the day on which the holiday falls:

- A. Part-time or temporary employees, with or without regularly scheduled hours and/or days of work.
- B. Employees on a non-paid leave of absence.

ARTICLE 30 BEREAVEMENT LEAVE

Section 1: Twenty-Four (24) Hour Shift Employees In the case of a death in the family, an employee shall be entitled to be off for five (5) calendar days pay and be paid for up to two (2) scheduled shifts during that five day period to attend the funeral/memorial service and related matters. If the death occurs while the employee is on duty, the employee shall be entitled to the rest of the shift off with pay.

Section 2: Non-Twenty-Four (24) Hour Shift Employees In case of a death in the immediate family, an employee shall be entitled to be off for five (5) calendar days and to be paid for up to five (5) regularly scheduled working days, which fall within that five (5) day period to attend the funeral/memorial service and related matters. If the death occurs while the employee is on duty, the employee shall be entitled to the rest of the shift off with pay.

Section 3: Immediate Family The immediate family consists of the employee's child (step or adopted included), spouse, employee's registered domestic partner, registered domestic partner's dependent children, parent (step or adopted included), brother, sister, grandchild, grandparent (both sides), grandparents in-law and parents-in-law.

Section 4: With the Chief's approval, an employee may extend bereavement leave by using accrued personal leave regardless of staffing.

Section 5: The City may require documentation to support the employee's use of Bereavement Leave.

ARTICLE 31 LEAVE OF ABSENCE

Section 1: Leave of absence, without pay, is authorized absence from work for a definite period of time.

Section 2: Probationary new hire employees are not qualified for a Leave of Absence.

Section 3:

A. A written request for a leave of absence shall be supplied to the Chief by the employee, giving the reason(s) for such request and the period of the leave time sought.

B. Such request shall be supplied at least ten (10) working days before the requested beginning date for such leave, unless the Chief shall, because of extenuating circumstances, agree to permit a shorter period of notice.

C. The Chief shall furnish a written request to the City Manager together with his/her recommendation.

Section 4:

A. Approval of a leave of absence shall be at the discretion of the City Manager for such reason(s) as he/she may find to be valid and for such period of time as he/she may find proper for the integrity of the City.

B. In considering a request for a leave of absence the following items will be taken into account:

- (1) Length of service with the City
- (2) Employee's experience and employment record

(3) Departmental requirements for the time in question

C. No leave of absence shall be granted for a period of more than three (3) calendar months, provided that a leave of absence, or an extension of a leave of absence for a longer period of time may be granted by the City Manager, at his/her discretion.

Section 5: Any employee, while on a leave of absence, who shall engage in any other gainful employment shall be deemed to have resigned without notice, and the employee shall be terminated unless the City Manager shall determine that such other gainful employment shall be permitted, due to extenuating circumstances.

Section 6: Any employee who shall fail to return to work from a leave of absence on or before the expiration date thereof without notifying the Chief and making satisfactory arrangements, or without reasons acceptable to the City Manager, shall be deemed to have resigned, without notice, and the employee shall be terminated.

Section 7: Upon the expiration of a leave of absence, the employee shall be restored to the position held at the time said leave was granted.

ARTICLE 32 COURT LEAVE

Section 1: The Employer shall grant leave with pay to an employee for the period of time for which the employee is subpoenaed to appear before a court, judge, justice or magistrate or at a deposition for any matter arising directly out of his/her employment or in a circumstance where the employee is subpoenaed by the State's Attorney in a criminal matter arising out of the employee's employment or anytime he/she is subpoenaed by the Employer. Off-duty employees called in pursuant to this Article shall be compensated at time and one-half for a minimum of three (3) hours.

Section 2: Leave with pay or call-in pay will not be granted for any proceeding involving employee discipline, arbitration cases, and PERC cases, or any other case when subpoenaed by a unit employee or the Union.

ARTICLE 33 EMPLOYEES BILL OF RIGHTS

All bargaining unit employees shall be afforded the protection spelled out in the Fire Fighter's Bill of Rights, Florida Statutes.

ARTICLE 34 STATION CONDITIONS

Section 1: Furnishings The City shall continue to supply all stations with suitable furnishings for healthy living conditions.

Section 2: The City shall provide a commercial washer and dryer at the main station, and laundry detergent, suitable to clean and disinfect bunker gear.

ARTICLE 35 LEGAL BENEFITS

Section 1: The City shall, upon timely notice by an employee, undertake the defense of any employee covered by this agreement against civil damage suits arising from and in connection with his/her employment. The City will not cover an employee for litigation brought against the City by the employee. Legal defense of this type will be paid solely by the employee.

Section 2: The City shall indemnify all employees against judgments for compensatory damages rendered against an employee in a civil damage suit arising from and in connection with duties performed by the employee in the scope of his/her employment for the City provided that the employee has not acted grossly negligent or with malice. The City shall not indemnify any employee against judgments rendered in civil suits, which the City has not been given notice of and an opportunity to defend.

Section 3: The employee shall give notice to the City within forty-eight (48) hours of all injuries or damage to persons or property, including the employee him/herself, incurred by or witnessed by the employee while the employee is on duty.

Section 4: It shall be the duty of the employee to notify the City Attorney at first reasonable opportunity of being served with any civil action.

Section 5: Failure to provide the notices required in Section 3 and 4 shall result in disciplinary action, but shall not limit the City's obligation to provide defense and indemnification, provided reasonable notice is given and the City's opportunity to defend is not adversely affected.

Section 6: The employee has the right to retain legal counsel of his/her choice at his/her own option and expense. The City shall make copies of discovery documents available to the employee at no cost to the employee, provided there is no disputed issue of liability between the City and the employee involved in the suit.

ARTICLE 36 DAMAGED EQUIPMENT

The City agrees to reimburse the full cost for prescription eyeglasses, contact lenses and watches damaged in the line of duty, not due to employee's own negligence, not to exceed one hundred fifty dollars (\$150.00) per item. Replacement will be of a like kind. Department issued safety/sunglasses shall be replaced if lost or damaged.

ARTICLE 37 PERSONNEL RECORDS

Section 1: The City agrees that all official personnel records shall be kept confidential to the extent provided by law.

Section 2: The name and photograph of a bargaining unit employee may be furnished to the news media in order to announce promotions or acts of exemplary service.

Section 3: The City agrees that upon request, a bargaining unit employee shall have the right to inspect all his/her official personnel records during normal business hours. The employee shall have prior permission and such permission shall not be unreasonably denied. No record(s) shall be hidden from a member's inspection.

Section 4: The City agrees that a member shall have the right to include in his/her official personnel record a written and signed refutation (including signed witness statements) of any material the employee considers to be detrimental.

Section 5: All such insertions will remain a permanent part of the member's official personnel records.

ARTICLE 38 SALARIES

Section 1:

Effective October 1, 2015, the pay ranges for each bargaining unit position will be as follows:

	<u>Minimum</u>	<u>Maximum</u>
Code Compliance Officer - Fire	\$41,410.00	\$62,634.16
Firefighter	\$49,040.29	\$76,000.00
Fire Medic	\$49,040.29	\$76,000.00
Driver Engineer	\$56,769.42	\$82,000.00
Rescue Lieutenant	\$61,500.00	\$90,000.00
Life Safety Lieutenant	\$66,894.59	\$96,000.00
Captain	\$66,894.59	\$96,000.00
Chief Fire Inspector	\$73,583.33	\$103,720.59
District Captain (EMS)	\$73,583.33	\$103,720.59
Battalion Chief	\$79,000.00	\$113,000.00

Effective October 1, 2017, the pay ranges for each bargaining unit position will be as follows:

	<u>Minimum</u>	<u>Maximum</u>
Code Compliance Officer Fire	\$42,445.25	\$64,200.01
Firefighter	\$50,266.30	\$77,900.00
Fire Medic	\$50,266.30	\$77,900.00
Driver Engineer	\$58,188.66	\$84,050.00
Rescue Lieutenant	\$63,037.50	\$92,250.00

Life Safety Lieutenant	\$68,566.95	\$98,400.00
Captain	\$68,566.95	\$98,400.00
Chief Fire Inspector	\$75,422.91	\$106,313.60
District Captain (EMS)	\$75,422.91	\$106,313.60
Battalion Chief	\$80,975.00	\$115,825.00

The base salaries for all bargaining unit employees are set forth in Appendix C which is incorporated herein by reference. Each employee's base salary shall be as indicated therein effective October 1 of 2015, 2016, and 2017. The starting pay for employees hired into the classifications of Firefighter, Fire Medic and Code Compliance Officer - Fire shall be the minimum of the pay range for those classifications as listed above.

If an employee receives a wage increase which results in his/her base salary exceeding the maximum salary range for the position, then the employee will receive a lump sum payment of the amount that exceeds the maximum of the salary range for the position. Said lump sum will not be added to the employee's base salary.

Section 2: Performance Evaluations

- a) All employees shall be evaluated on their anniversary or promotion date of each year, using the departmental performance evaluation process.

- b) Whenever possible, evaluations shall be made by the immediate supervisor. If an employee was assigned to more than one supervisor during a rating period, then the evaluation shall be a collaborative process.
- c) An employee receiving a score of less than satisfactory who does not agree with his/her rating and wishes to appeal, may request in writing a meeting with the Fire Chief or designee within ten (10) days of receiving their evaluation. An employee may include any information in their personnel file to rebut the evaluation. The Fire Chief or designee must respond in writing to the initial appeal within twenty-one (21) days of the meeting with the employee. If the Fire Chief or designee's response is unsatisfactory, the employee will have the right to grieve the performance evaluation only for the reasons in section "d."
- d) No employee shall be disciplined solely on the basis of the performance evaluation. Performance evaluations shall not be subject to arbitration except when an evaluation with an overall rating of needs improvement or unsatisfactory shall be subject to grievance arbitration procedures.

Section 3: Certification Pay

- a) In order for an employee to receive paramedic certification pay they must be a State of Florida certified paramedic, completed the EMS Field Training program, and pass the Medical Director's protocol test. Certification pay shall be as follows:

Life Safety Lieutenants shall receive in addition to their base salary \$3,500.00 annually, to be paid biweekly.

Driver Engineers, Captains and Battalion Chiefs shall receive in addition to their base salary \$7,500.00 annually, to be paid biweekly.

Fire Medics, Rescue Lieutenants and District Captains shall receive in addition to their base salary \$10,000.00 annually, to be paid biweekly.

- b) In order to receive Paramedic Certification Pay, employees must maintain certification in all of the following Advanced Life Support Programs:

- 1) Pediatric Advanced Life Support (PALS), Pediatric Education for Prehospital Professionals, or Emergency Pediatric Care (EPC) through NAEMT
- 2) Basic or Pre-Hospital Trauma Life Support (BTLIS or PHTLS) or Tactical Combat Casualty Care
- 3) 12 Lead ECG refresher

The City will insure availability of both initial certification and re-certification courses in these programs.

Employees who fail to attend the City's training courses shall be responsible for attending this training on their own time at their own expense.

- c) Employees who are not Florida State Certified paramedics must maintain their Florida State EMT certification as a condition of employment. Employees who fail to maintain their Florida State EMT certification shall be placed on administrative leave without pay until such time that their Florida State EMT certification is current. Failure to recertify their EMT certification within three (3) months shall result in termination.

Employees hired for the position of firefighter who subsequently acquire a Paramedic certification and receive certification pay shall be allowed to voluntarily relinquish their right to practice as a paramedic. These employees shall forfeit their paramedic certification pay. In addition, their seniority by position, upon reassignment to another classification, rank, or category, will begin to accrue as of the date of reassignment. In order for the employee to have his/her paramedic certification pay

reinstated, he/she must be a State of Florida certified paramedic, reenter and complete the EMS Field Training program, and retake and pass the Medical Director's protocol test.

- d) Newly hired Fire Medics will be entered into the EMS Field Training Program and have eighteen (18) months after entry into the Program, in which to complete the EMS Field Training Program and pass the protocol examination or be terminated. Existing employees who become newly certified Fire Medics will be entered into the EMS Field Training Program and have eighteen (18) months after entry into the EMS Field Training Program in which to complete the Program and pass the protocol examination or be returned to their prior classification. Employees entered in the EMS Field Training Program shall be permitted to protocol test only after successful completion of the EMS Field Training Program. The Medical Director maintains the sole right and authority to allow Fire Medic and emergency medical technician personnel to practice under his/her license; however, no employee shall be disciplined or otherwise lose the financial benefits of certification pay without just cause.
- e) Employees acting as Medical Preceptors, providing instruction and training to employees in the field, shall

receive a two and a half percent (2.5%) increase in base rate of pay for all hours worked while serving as a Preceptor providing field training. The minimum eligibility requirements and method of selection for employees operating as a Medical Preceptor shall be jointly established by the Local 2928 and the City. The Medical Preceptor position will no longer be utilized once all Rescue Lieutenant positions have been filled, as Rescue Lieutenants will function as preceptors providing instruction and field training.

Section 4: On-Call Life Safety Personnel

- a) All qualified Life Safety Lieutenants and Chief Fire Inspectors will be assigned as on-call investigators for the City. The qualifications have been set forth by the Fire Chief in Appendix B. Life Safety Lieutenants and Chief Fire Inspectors will rotate amongst each other as the assigned on-call investigator in one week intervals.
- b) During this one week interval, the Life Safety Lieutenant or Chief Fire Inspector who is also the on-call investigator shall be provided with a City vehicle, for take home purposes, while on call.
- c) The Life Safety Lieutenants and Chief Fire Inspectors will receive an incentive compensation for this additional work responsibility in the amount of five percent (5%) of base

pay in the manner described herein unless an alternative rate and/or manner of compensation for the on-call status would otherwise be required by applicable federal, state or local law.

- d) The additional compensation of five percent (5%) will be paid to the Life Safety Lieutenants and Chief Fire Inspectors while assigned as the on-call investigator, which will not be added to the base salary of the Life Safety Lieutenant or Chief Fire Inspector.
- e) During the on-call rotation, the Life Safety Lieutenant or Chief Fire Inspector will also receive call back pay if required to return to work by the City in order to conduct a fire investigation as the on-call investigator. In addition to the incentive payment referenced above, the Life Safety Lieutenant or Chief Fire Inspector will receive payment for the actual time worked at a rate of time and one-half (1½) the Life Safety Lieutenant or Chief Fire Inspector straight time rate in quarter hour (1/4) hour increments. Life Safety Lieutenants or Chief Fire Inspectors shall receive a minimum of three (3) hours call back pay.
- f) If the assigned on-call investigator is contacted by the City to return to work in order to conduct a fire investigation but is unable to do so, then the assigned on-

call investigator shall be responsible to request a Life Safety Lieutenant or Chief Fire Inspector who is not on-call to cover the call back assignment. The City recognizes and acknowledges that the assigned on-call investigator may request another Life Safety Lieutenant or Chief Fire Inspector to cover a call-back assignment. Any Life Safety Lieutenant or Chief Fire Inspector who responds to a fire investigation, either the assigned on-call investigator or another Life Safety Lieutenant or Chief Fire Inspector covering the assignment, will be considered an employee of the City of Palm Beach Gardens who is working in the scope and course of his/her employment.

Section 5: Longevity

- a) All bargaining unit members when they have completed their required years of service, indicated below, shall be entitled to a percentage increase in salary as follows:

<u>Years of Continuous Service</u>	<u>Percentage Increase in Salary</u>
10 years	5%
15 years	2.5%
20 years	2.5%

- b) Said percentage increases shall be added to their base salary.

- c) Continuous service for purposes of this section shall be defined as employment in the City services without a break or interruption. Layoffs not exceeding one (1) year, authorized military leave, educational leave, vacation leave or lawful extension thereof, or reinstatement in accordance with this agreement, shall not affect continuity of service.
- d) Effective October 1, 2012, longevity payments shall be frozen at their current levels for all employees and shall not be increased on any future anniversary dates. Employees hired after September 30, 2012 shall not receive any benefits.

Section 5:

For the purposes of any construction of the intent of Article 38 - Salaries, the parties intend that no party be deemed or characterized as the drafter and that construction occur without regard to any canons of construction concerning the drafter.

ARTICLE 39 OUTSIDE ACTIVITIES

Section 1: Employees shall at all times bear in mind that they are seen by the general public, while off-duty as well as on-duty, as personnel of the City of Palm Beach Gardens, Florida, and its Fire Rescue Department. Employees shall at all times conduct themselves in such a manner as to bring no discredit, directly or by association, upon the City or the Department. Nothing herein shall be construed to inhibit the freedom of speech or right of any other freedom guaranteed citizens under the Constitution and its amendments of employees and Union representatives.

Section 2: Employees accepting employment with any other employer while employed by the City shall do so only so long as the employment does not conflict with the employee's performance of duties for the City. In such instances, the employee's primary obligation shall continue to be to the City, and the employee shall arrange his or her affairs accordingly.

Section 3: Employees shall submit requests for outside employment to the Chief or his designee using the Palm Beach County Commission on Ethics "Employee Conflict of Interest Waiver" form. Employees shall at all times keep the City advised as to any outside employment by using the Commission on Ethics "Employee Conflict of Interest Waiver" form.

ARTICLE 40 WORK WEEK

Section 1: The work cycle shall be twenty-one (21) consecutive days. The work week shall be an average of forty-eight (48) hours based on a three (3) shift system of twenty-four (24) hours on duty and forty-eight (48) hours off duty with an additional shift off (Kelly Day) every seventh (7th) shift. The 24-hour shifts shall commence at 0700 hours and continue through 0700 hours the following day.

Section 2: The Life Safety Lieutenants and Code Compliance Officers - Fire shall work a forty (40) hour work week, which may be comprised of four (4) ten (10) hour days or five (5) eight (8) hour days. The City will establish the hours of work best suited to meet the needs of the department to provide superior service to the community.

Section 3: It is recognized and understood that deviations from the foregoing schedules of work will be necessary and will unavoidably result from several causes.

Section 4: For all employees the work hour shall be broken down into four (4) fifteen (15) minute segments. An employee shall be noted as late for work if the employee does not report ready for work at the assigned work station at the assigned starting time. If an employee reports for work late, eight (8) minutes or more after starting time, the employee shall be docked in major segments of one-quarter (1/4) hour.

ARTICLE 41 EXCHANGE OF TIME

Section 1: Employees may exchange shifts, with another qualified employee with prior approval of the Battalion Chief, but such approval shall not be unreasonably denied. Battalion Chiefs may exchange shifts, with another qualified employee with prior approval of their Supervisor, but such approval shall not be unreasonably denied. All shift exchanges must be approved at least 48 hours prior to the start of the shift, and employees are limited to one (1) exchange per month.

Section 2: When an employee, who is scheduled to exchange time for another employee, does not report for duty, that employee will be the one who shall be subject to the appropriate discipline. Employees working for another employee due to a shift exchange cannot take scheduled personal leave for any portion of that shift.

Section 3: All pay-backs for exchange of time are the responsibility of the employees involved in the exchange. No employee may, at any time, owe more than 72 hours or be owed more than 72 hours in shift exchanges.

Section 4: If an employee committed to cover an exchange for another employee calls out of work, that employee shall incur two occurrences in accordance with Article 27, Section 9.

Section 5: An employee shall not pay another employee to work his or her shift.

Section 6: The City shall not incur, and an employee shall not receive, working out of classification pay pursuant to Article 10 as a result of a shift exchange unless it is the City who assigns the employee to work outside his or her classification.

Section 7: Employees may not exchange shifts or parts of shifts to work outside employment.

Section 8: Shift exchanges shall occur in minimum increments of 12 hours each, except for fire department approved education or training.

Section 9: No employee shall work more than one (1) double shift (48 consecutive hours) in a pay period as a result of working a shift exchange (pay-back).

Section 10: Once a shift exchange has been entered into Telestaff, the employee working a shift exchange shall not exchange for that shift.

ARTICLE 42 MEETING ROOMS

The City agrees to grant the Union permission to use the City Council Chambers and Fire Rescue Department meeting rooms for its meetings, provided that the facility will not be utilized for press conferences. On-duty personnel may attend Union meetings with prior approval of the Chief (or his designee).

ARTICLE 43 ACCESS TO PREMISES

The Union and its representatives, attorneys, agents and persons acting in its behalf shall have access to the City's premises and work locations and property, real and personal, in accordance with State Law.

ARTICLE 44 JURY DUTY

Section 1: Employees required to serve on jury duty will be paid at their regular rate of pay for time served which would otherwise be scheduled work time. Employees must turn over to the City any monies received by the courts for serving on jury duty.

Section 2: Employees must promptly report back to work any time they are released from jury duty on a daily basis, if otherwise scheduled to work that shift except non-shift personnel need return to work only if at least four (4) hours remain in their normal work day when released.

ARTICLE 45 MILITARY RESERVE LEAVE

Section 1: Annual Active Duty Training for Reservists

In accordance with 115.07 Florida Statutes, it shall be the policy of the City of Palm Beach Gardens to grant military leaves of absence to those employees who are commissioned reserve officers or reserve enlisted personnel in the United States Military or Naval Service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating on all days during which they are engaged in training ordered under the provisions of the United States Military or naval training regulations for such personnel when assigned to active or inactive duty. These leaves shall not exceed 240 working hours per annual period. Annual period is defined as a fiscal year, October 1 through September 30 each year.

In accordance with 250.48 Florida Statutes, City officers or employees who are a member of the Florida National Guard are entitled to leave of absence, without loss of pay, time, or efficiency rating, on all days during which they are engaged in active duty pursuant to Florida Statutes 250.28 or 252.36. A leave of absence without loss of pay under this provision may not exceed thirty (30) days at any one time.

Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military

character for United States Military or Naval Service members or members of the National Guard or Florida National Guard or Reserve component of the Armed Forces shall be without pay, and shall be granted by the City, without loss of time or efficiency rating.

1. An employee wishing to use military leave shall submit a copy of written orders or other documentation from the military, to his/her supervisor as soon as possible after notification of or volunteering for duty.
2. The supervisor shall forward the military orders to the Human Resources Department for the employee's personnel file.
3. An employee called to active duty may request to be paid all accrued personal leave in the next payroll period.
4. An employee on military leave may retain his/her group insurance. An employee may retain dependent coverage by paying their portion of the current premium rate for dependent coverage.
5. An employee returning from active duty shall be subject to rules and regulations required by federal law.
6. Military leave may not be accrued.

ARTICLE 46 PROBATIONARY PERIOD

Section 1: New hire employees shall be considered on probation for a period of twelve (12) months from the date of hire. The probationary period may be extended up to an additional six (6) months if additional time is needed to evaluate the employee's performance in the position provided the employee is notified in writing of same before the conclusion of the initial twelve (12) month period. During this probationary period, the new hire employee may be terminated without the decision to terminate submitted to arbitration.

Section 2: Newly promoted employees shall be on probation in the promoted classification for a period of six (6) months.

The probationary period may be extended up to an additional six (6) months if additional time is needed to evaluate the employee's performance in the position, provided the employee is notified in writing of same before the conclusion of the initial six (6) month period. During this probationary period, the employee may be returned to their former classification prior to the promotion and will have no right to have the issue of their return to that classification submitted to arbitration.

Section 3: Newly hired or newly promoted employees shall be evaluated using the City performance evaluation process.

ARTICLE 47 ALCOHOL AND SUBSTANCE ABUSE POLICY

The Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., (Local 2928), and the City of Palm Beach Gardens (the City) hereby agree to modify and replace Article 47 of the collective bargaining agreement providing for Alcohol and Substance Abuse Policy with the following policy regarding alcohol and substance abuse and drug testing:

A. PURPOSE AND SCOPE

Due to the nature of our profession, the City and Local 2928 acknowledge the necessity of a policy that deals with alcohol and substance abuse for our employees. The purpose of this policy is to deter 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 work place is provided for all employees.

This policy is intended to be corrective, rather than punitive, in its application. 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/alcohol testing conducted by the City shall be in conformity with the standards established in this Policy and all applicable rules promulgated pursuant to this Policy. However, the City shall not have a legal duty under this Policy to request an employee to undergo drug testing.

C. DEFINITIONS

For the purpose of this Policy, 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, Methadone, Methaqualone; Barbiturates; Benzodiazepines; Propoxyphene, 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 the City of Palm Beach Gardens.

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 City of Palm Beach Gardens 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. The initial test for random alcohol is defined in Section D.2.c, Random Testing.

13. "Laboratory" means a facility, inside or outside the State of Florida, licensed by the Department of Health and Rehabilitative Service and/or the Agency for Health Care Administration in accordance with Chapter 59A-24, Florida Administrative Code, and is mutually agreed upon by the Local 2928 and the City. The parties shall select a laboratory prior to the implementation of this policy.

14. "Medical Review Officer or MRO" means a licensed physician who is responsible for receiving and reviewing all drug test results from 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.

15. "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by Section 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

16. "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using 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. Also, reasonable suspicion drug testing must be based upon the direct observation of at least one corroborating witnesses. Furthermore, the supervisor's recommendation as to reasonable suspicion must be reviewed and agreed upon in writing by the Fire Chief or his designee. At this time, only the Fire Chief or his designee 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.

17. "Safety-sensitive position" means any position, including a supervisory or management position in which drug impairment would constitute an immediate and direct threat to public health or safety.

18. "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.

19. "Specimen" means a tissue or product of the human body capable of revealing the presence of alcohol and/or drugs or their metabolites.

20. "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 valued conclusion can

be drawn that the drug or alcohol is present in the employee's sample.

21. "Program Administrator" means the City's Employee Assistance Provider.

D. AUTHORITY TO TEST, TYPES OF TEST, REFUSAL TO TEST

1. Authority to Test - The City has the authority to require employees to submit to testing for the presence of alcohol or drugs only as specifically as set forth in this drug-testing policy.

2. Types of Tests - The City may conduct the following types of drug tests in order to maintain a drug-free workplace program:

a. Reasonable suspicion - The City 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.

b. Post Accident Testing - If an employee is involved in an accident in which the employee was driving, the employee will be tested for drugs/alcohol if any one of the following occurs: an individual dies, an individual suffers a bodily injury and immediately receives medical treatment for which a medical report is generated, or one or more vehicles incurs disabling damage as the result of the occurrence.

Disabling damage does not include damage that could be remedied temporarily at the scene of an 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.

c. Random Testing - Employees will be subject to drug and alcohol testing on a purely random basis. Random selection of up to 50% of bargaining unit employees every year will be made by a contracted third party utilizing a Department of Transportation approved random selection computer program, and will be tested for drugs and alcohol. 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 or the next shift when the testing facility is open. If the employee is not tested on the next shift, the employee will not be tested.

Breath will be used as the initial random alcohol test, and blood will be used as the confirmation test for random alcohol testing. A qualified Breath Alcohol Technician (BAT) will administer the test using an evidential breath testing (EBT) device. All testing results for alcohol will be verified by a qualified Breath Alcohol Technician (BAT). Employees who test positive for alcohol shall be immediately removed from duty. An alcohol test is considered to be positive with a breath alcohol concentration of 0.04 or greater. Alcohol confirmation testing equal to or exceeding 0.04 shall be reported as a positive and the results will be immediately transmitted to the Designated Employer Representative (DER) in a confidential manner.

d. Follow-up testing - If an employee, in the course of employment, enters an employee assistance program for drug-related problems, or an alcohol and drug rehabilitation program, the employee must submit to an alcohol and/or drug test and test negative before returning to duty. Upon return to duty, the employee will submit to one drug test per quarter on any shift chosen by the Department as a follow-up to such program for a two-year period thereafter.

3. Refusal to Test - If an employee refuses to submit to a test for drugs and alcohol, he/she may be disciplined by the City, up to and including termination for such refusal.

E. NOTICE TO EMPLOYEES

1. This Policy shall serve notice to all employees that a drug testing program is being implemented within the City. The City will include a notice of drug testing on all vacancy announcements on positions where drug testing is required. A notice of this Policy will also be posted in an appropriate and conspicuous location on the City's premises and copies of this Policy shall be made available during inspection during regular business by the general public in the City's Human Resources 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 Policy, 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, specimens shall be obtained at the treating facility under the procedures set forth in this policy 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, the City may obtain results of any tests conducted on a specimen for the presence of alcohol or drugs only as is specifically provided for in this policy.

3. The City may test for any or all of the following drugs: Alcohol, Amphetamines, Cannabinoids, Cocaine, Phencyclidine, Methaqualone, Barbiturates, Benzodiazepines; Methadone; Propoxyphene; Lysergic acid diethylamide; Heroin; Opiates; or Steroids without a lawful prescription by a Florida physician. Drugs may be added to this list at the request of either the Union or the City. Neither party shall unreasonably deny the other party's request to add a drug to this list.

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, except for random testing in which case see above Section D.2.c. Nothing in this section shall be construed to limit the discretion of a physician to determine whether drawing a blood sample will threaten the health of the employee, or if the employee has a medical condition unrelated to an 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 City shall pay the cost of all drug tests which it requires of employees.

6. Collection site - The collection site utilized by the City must be mutually agreed upon between the City and the Local 2928. In addition, the City 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 Section 59A-24.005, Florida Administrative Code. A form showing the chain of custody shall be used and maintained for each employee tested.

8. Collection site personnel - A specimen for a drug test may be taken or collected solely by a physician, a physician's assistant, a registered professional nurse, or other technician who has the necessary certification, training, and skills for the assigned tasks.

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 Section 112.0455, Florida Statutes, and its attendant rules in Section 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 Section 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 initial random test for alcohol will be breath. Levels on initially screened urine specimens which are equal to or exceed the identified levels pursuant to the Florida Administrative Code 59A-24 shall be considered to be presumptively positive and submitted for confirmation testing.

5. Confirmation test - All specimens identified as presumptively 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. Levels on confirmation testing for urine specimens which are equal to or exceed the

identified levels pursuant to the Florida Administrative Code 59A-24 shall be reported as positive.

6. Drug testing laboratories shall retain and store all confirmed positive specimens pursuant to Section 112.0455, Florida Statutes, and its attendant rules as established in Section 59A-24.006, 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 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 only 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, a detailed quantification of the initial and confirmation 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 of a confirmed positive test result within three 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, review of the employee's medical history, review of any other relevant bio-medical factors, a review of all medical records made available by the tested employee, 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 to discuss the positive test result and to submit documentation of any prescriptions relevant to the positive test result for up to five business days after notification period.

g. The MRO will then communicate the test results of an employee to a designated representative of the City and the employee. 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 business days for the employee 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 the City and the employee a copy of the test results subject to the employee protection provision (Section J) and the confidentiality provision (Section N) of this Policy.

2. All records pertaining to a given specimen shall be retained by the drug testing laboratory for a minimum of five 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 this one-year period of time, an employer, employee, 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 business days after receipt of a positive confirmed test result from the MRO, the City shall inform the employee in writing via certified letter sent to the employee's

last known address, of the positive test result and the employee's right to explain or contest the test results. The employee must be allowed at least up to five business days to submit information to the City explaining the test results prior to a final decision by the City.

2. Within fifteen calendar days from when an explanation is due, the City must notify the employee in writing of their final decision. If the employee does not submit information explaining the test results, or if the City deems the explanation to be unsatisfactory, the City must include in their final decision the consequences of such results and the options available to the employee. All documentation shall be kept confidential by the City and shall be retained by the City for at least one year.

3. An employee may challenge the testing procedures, test results, and/or consequential action taken by the City through the grievance procedure. Grievances, unless otherwise stated, shall be immediately arbitrated. The grievance process will begin as soon as the City notifies the employee in writing of the City'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 to challenge 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 challenge is settled. However, regardless of challenge, all positive confirmed specimens will be retained by the laboratory for at least one year from the date of initial testing. [SEE SECTION H-2 (RELEASE OF RESULTS)]

5. Nothing in this drug testing Policy shall be construed to eliminate or diminish any rights provided to the City or the employee by the collective bargaining process and the resulting collective bargaining agreement thereof.

J. EMPLOYEE PROTECTION & DISCIPLINE

1. The supervisor recommending reasonable suspicion drug 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 the City to the extent permitted by 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 Fire Chief or his designee, while also filing a grievance in writing directed to the Fire Chief or chief officer on duty within 2 business days of the testing order. The employee must also submit the grievance to the Union within 24 hours of the testing order. If it is unable to be satisfactorily resolved with the Fire Chief, such grievance shall be immediately arbitrated under the expedited arbitration rules as set forth in Section K (Expedited Arbitration for Reasonable Suspicion Cases) of this Policy. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen, and testing by the laboratory shall be withheld. Test results will not be released to any representative of the City unless the arbitrator confirms that the City 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 while waiting 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-minute waiting rule be waived, during which time the employee may not urinate.

4. The City may place any employees who are tested for reasonable suspicion under the provisions of this Policy on administrative leave with pay, or into a non-safety sensitive position until the results of the official test are known.

5. The City may place any employees whose drug test results are confirmed positive on administrative leave without pay until a final decision is made on the tested employee by the City.

6. The City will not request or receive from any testing facility any information concerning the personal health, or medical 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 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 Policy. The employee will submit a list of three (3) laboratories and the City shall then select one from the list. The second laboratory must test at equal or greater sensitivity level for the drug in question as the first laboratory. The first laboratory which performed the test for the City 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, the City shall reimburse the employee for all costs associated with retesting the split sample.

9. The City will not discharge, discipline, discriminate against, or require rehabilitation of any employee on the sole basis of a positive initial (EMIT) test result that has not been verified by a confirmation test.

10. The City will not discharge, discipline or discriminate against any employee upon the employee voluntarily seeking treatment while under the employment of the City for an alcohol or drug related problem for the first such instance. This provision shall not be construed to remove the rights of the City to discipline an employee not on the basis of the positive drug/alcohol test.

11. Documents and records with regard to the drug testing of an employee shall not be placed in the personnel file of an employee if the employee is cleared through a 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 ten business days after the employee files the grievance unless otherwise mutually agreed by the City and the Local 2928.

2. The arbitrator will be required to make a bench ruling at the close of the hearing which must specifically determine whether the City had reasonable suspicion as defined in this Policy

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 business days from the close of the hearing.

3. The City and the Local 2928 shall jointly select an arbitrator from a list provided by the Federal Mediation and Conciliation Service through alternate striking. The mutual selection through alternate striking shall take place on the same day the panel is received or as soon as possible thereafter as agreed to by the parties.

4. If the selected arbitrator has no dates available within the time frame set forth in this policy, the next arbitrator on the list will be called.

L. REHABILITATION

1. In the event that the results of the blood/breath alcohol or urinalysis testing are confirmed positive, the employee must enter an alcohol/substance abuse program approved by the City and Local 2928 within 14 calendar days of the confirmed positive test result or the acknowledgement of a substance/alcohol problem by the employee. The employee must sign a Release permitting the program administrator to communicate confidentially with the Human Resources Administrator or his/her designee, and the program administrator must agree to provide the following information on a weekly basis: (a) Attendance at sessions; (b) Adherence to treatment plans; (c) Completion of the program; (d) In case of outpatient program, provide detailed information as to whether the employee can work light duty. Upon request, the program administrator will provide response to items (a) through (d) above in writing.

The approved program administrator shall determine when the employee has been successfully rehabilitated. If the employee, according to the program administrator, has not successfully completed the program within 90 calendar days of entering the approved program, the employee may be terminated. If approved by the program administrator, the City shall make every effort to place a safety-sensitive employee whose drug test result is confirmed positive in a non-safety-sensitive position while the employee participates in the employee assistance program. The employee must accept such non-safety-sensitive position, unless

the program administrator specifically orders otherwise or unless it interferes with the rehabilitation program. If a non-safety-sensitive position is not available, or if the program administrator requires inpatient treatment for the employee, the employee shall be placed on leave status without pay until successfully rehabilitated. If the program administrator determines that the employee in an outpatient program cannot perform an available light duty assignment, the employee will be placed in an unpaid leave status. If placed on leave status without pay, the employee will 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.

2. The City, 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 for the employee's positive drug test.

3. If the employee fails to complete the program, the employee may be subject to discipline, up to and including termination.

4. Any employee who for a second time tests positive for alcohol/substance abuse, or who voluntarily admits to continued alcohol/substance abuse, may be terminated at the discretion of the Fire Chief.

5. Employees who voluntarily enter a substance abuse program will be subject to the rehabilitation provisions.

M. EMPLOYEE ASSISTANCE PROGRAM

The City shall have a contact person within the Human Resources 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 the City through this Policy are confidential communications to the extent provided by the law.

2. The City, 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 tested, unless such release is compelled by an arbitrator or a court of competent jurisdiction pursuant to an appeal taken due to this drug testing Policy, or unless deemed appropriate by a 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
- 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 Policy, shall be inadmissible as evidence in any such criminal proceeding.

4. Nothing herein shall be construed to prohibit the City, an agent of the city, or the laboratory conducting a 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 administrative matter.

O. EDUCATION

1. The City 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. The City must inform employees about any employee assistance programs the City may have available.

P. CONFLICT WITH OTHER LAWS AND/OR COLLECTIVE BARGAINING AGREEMENT

1. Any specific references in this Policy to Section 112.045, Florida Statutes, and Chapter 59A-24, Florida Administrative Code, is hereby incorporated by reference only to the extent there is not conflict with other provisions in this Policy. The specific provisions of the drug testing Policy shall control over any conflict with references to Section 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 a 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.

ARTICLE 48 PENSION BENEFITS

Pension benefits and employee contributions towards the same shall remain as provided in the current plan of benefits for the City of Palm Beach Gardens Firefighters' Pension Fund except as provided below.

1. Any modifications to the plan of benefits required as a result of the 2011 amendments to Chapter 175, Florida Statutes, shall be made at the same time as other changes herein, e.g. elimination of more than 300 hours of overtime and leave cash outs (no overtime or accrued unused leave).
2. The maximum pension benefit payable shall be 75% of an employee's average final compensation (AFC).
3. The cost of living adjustment provided in the pension plan shall be reduced by half so that it becomes a 1.5% cost of living adjustment with all other terms of the cost of living adjustment remaining the same.
4. In addition to the changes identified above, the parties agree to increase the employee contribution to the Pension Fund by whatever percentage of payroll is equal to the excess premium tax revenues received by the Pension Fund in 2011 pursuant to Chapter 175, Florida Statutes. The employee contribution shall then be bought down to its present percentage of payroll (6.0%) by utilizing future premium tax revenues to reduce the

employee contribution. To the extent that future premium tax revenues are insufficient to buy the employee contribution back down to its present level (6.0%), the City shall be responsible for funding the difference between the amount of premium tax revenues received pursuant to Chapter 175, Florida Statutes, and the cost of buying the employee contribution down to its present level (6.0%) so that the net effect is no change in the employee contribution.

Except as modified herein, the plan of benefits offered by the Fund shall remain unchanged. All changes contained herein shall be implemented only with regard to, and shall only modify, future years of service (service after adoption of the changes herein). No benefit accrued as of the effective date of the changes herein shall be diminished or impaired in any way. The effective date of the changes herein shall be the date of adoption of the ordinance amending the Fund's plan of benefits.

ARTICLE 49 DURATION OF AGREEMENT

Section 1: It is understood by and between the parties that this Agreement shall be effective October 1, 2015, and shall continue until September 30, 2018. This Agreement shall be automatically renewed annually provided, however, that either party may give written notice by January 1, 2018, of its intention to renegotiate the Agreement or specific Articles of the Agreement. If a mutually satisfactory agreement is not reached within an appropriate time period, all disputed matters shall be resolved in accordance with Florida State Statutes, Chapter 447.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement

this _____ day of _____, 2015.

City of Palm Beach Gardens

PROFESSIONAL FIREFIGHTERS/
PARAMEDICS OF PALM BEACH COUNTY
LOCAL 2928, IAFF, INC.

Ronald M. Ferris
City Manager

Ricardo Grau
President

Michael F. Southard
Fire Chief

Joel Brier
Second Executive Vice President

Richard Swan
District Vice President 6

Ratified by City of
Palm Beach Gardens on the
____, day of _____ 2015.

Ratified by the Union on
the _____ day of _____
2015.

Confirmed by:

Confirmed by:

Mayor, Palm Beach Gardens
City Council

President, Professional Fire
Fighters/Paramedics of Palm
Beach County Local 2928, IAFF, Inc.

APPENDIX: A

PERSONAL LEAVE CASH-IN FORM

Employee Name:

Personal Leave Hours:

Maximum Amount Eligible to Cash In Per Fiscal Year:

Fill in all the blanks and return the entire form to Debby Steinbruckner in the Finance Department.

Reviewed and Signed by Department Head: _____

To: Debby Steinbruckner Payroll (Finance Department)

From:

I wish to cash in hours of personal leave time to be paid at my base rate of pay.

Employee Signature:

Date:

ACCRUAL CHART:	
0-4 years	15.4 hours
5-8 years	17.8 hours
9-12 years	20.2 hours
13-16 years	22.6 hours
over 16 years	25.0 hours

MAXIMUM ACCRUAL:	
0-4 years	300 hours
5-8 years	400 hours
9-12 years	450 hours
13-16 years	500 hours
17 - 20 years	550 hours
over 20 years	640 hours

APPENDIX B

On-Call Fire Investigation Rotation

Qualifications: In order for an individual to qualify as an on-call investigator, the individual must be certified by one of the following certification programs.

- 1) Florida Investigator I, Florida State Fire College
- 2) Certified Fire & Explosive Investigator, National Association of Fire Investigators
- 3) Certified Fire Investigator, International Association of Arson Investigators.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement

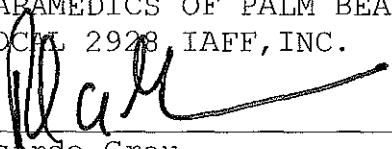
this 7th day of January, 2016.

City of Palm Beach Gardens

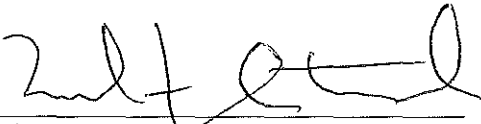
PROFESSIONAL FIREFIGHTERS/
PARAMEDICS OF PALM BEACH COUNTY
LOCAL 2928, IAFF, INC.



Ronald M. Ferris
City Manager



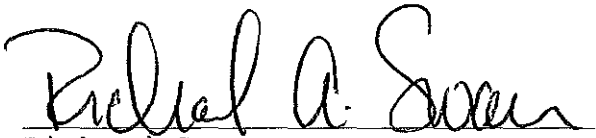
Ricardo Grau
President



Michael F. Southard
Fire Chief



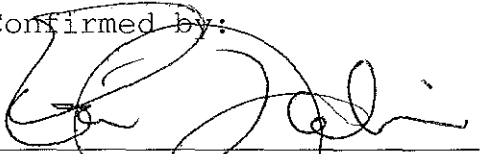
Joel Brier
Second Executive Vice President



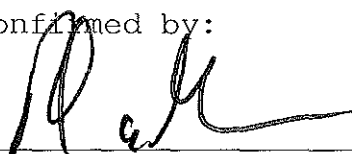
Richard Swan
District Vice President 6

Ratified by City of
Palm Beach Gardens on the
7th, day of January 2016.

Ratified by the Union on
the 1st day of December
2015.

Confirmed by:


Mayor, Palm Beach Gardens
City Council

Confirmed by:


President, Professional Fire
Fighters/Paramedics of Palm
Beach County Local 2928, IAFF, Inc.

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RESOLUTION 6, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA APPROVING AND RATIFYING A COLLECTIVE BARGAINING AGREEMENT AND TWO MEMORANDUMS OF UNDERSTANDING WITH THE PROFESSIONAL FIREFIGHTERS AND PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC. EMPLOYED BY THE CITY FOR FISCAL YEARS 2015-2016, 2016-2017, AND 2017-2018; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City's Negotiating Team and the Professional Firefighters and Paramedics of Palm Beach County, Local 2928, IAFF, Inc. have reached agreement regarding the collective bargaining agreement by the City of Palm Beach Gardens Fire Rescue Department for Fiscal Years 2015-2016, 2016-2017, and 2017-2018; and

WHEREAS, the members of the bargaining unit subject to the collective bargaining agreement have voted in favor of ratification, which agreement is attached hereto as Exhibit "A"; and

WHEREAS, the City's Negotiating Team and the Professional Firefighters and Paramedics of Palm Beach County, Local 2928, IAFF, Inc. have reached agreement regarding two Memorandums of Understanding dated November 6, 2015, and December 15, 2015; and

WHEREAS, such Memorandums of Understanding have been prepared and are attached hereto as Composite Exhibit "B"; and

WHEREAS, the City Council deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

PASSED AND ADOPTED this 7th day of January, 2016.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: [Signature]
Eric Jablin, Mayor

ATTEST:

BY: [Signature]
Patricia Snider, CMC, City Clerk

Patricia Snider City Clerk
of the City of Palm Beach Gardens
do hereby certify that this is a true copy
as taken from the Official records of the
City of Palm Beach Gardens.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: [Signature]
R. Max Lohman, City Attorney

City Clerk: [Signature]
Date: 1/8/16

VOTE:

AYE NAY ABSENT

MAYOR JABLIN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VICE MAYOR LEVY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER RUSSO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER PREMURROSO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER TINSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[Signature]

EXHIBIT "A"

EXHIBIT "B"

MEMORANDUM OF UNDERSTANDING

The City of Palm Beach Gardens ("City") and Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. ("IAFF") in recognition of the creation of the positions of Battalion Chief, District Captain, Captain (station) and Rescue Lieutenant hereby enter into this Memorandum of Understanding and state the following:

1. Those individuals on the current promotional list for Lieutenant will comprise the new promotional list for Captain.
2. Lieutenants O'Brien, Pieris and Markle will be eligible to step up to the position of District Captain until such time as a promotional list, with at least three (3) names, has been created for that position.
3. EMS Captains Tuman, McLaughlin and Lieutenant O'Brien will be eligible to step up to the position of Battalion Chief until such time as a Battalion Chief list, with at least three (3) names, has been created.
4. Battalion Chiefs can be stepped down to fill the District Captain position until a District Captain's promotion list, with at least three (3) names, has been created.
5. Captain Haywood will be classified as a Battalion Chief, and will also act as a District Captain.
6. The reference in the Collective Bargaining Agreement ("CBA") regarding two (2) Fire Medics taking personal leave on any given day shall mean Fire Medics and/or Rescue Lieutenants with a total of two (2) individuals in those positions being off on a given day.
7. For purposes of providing personal leave slots Captains, District Captains and Battalion Chiefs will be grouped together.
8. Employees who owe more than seventy-two (72) hours of shift exchange can only do shift exchanges to repay other employees. Employees who are owed more than seventy-two (72) hours can do shift exchanges that reduce that balance.

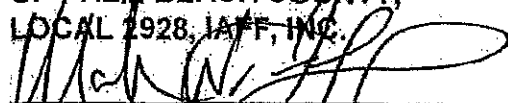
**FOR THE CITY OF PALM
BEACH GARDENS**



Robert L. Norton, Esquire

12-15-2015
Dated

**FOR THE PROFESSIONAL
FIREFIGHTERS/PARAMEDICS
OF PALM BEACH COUNTY,
LOCAL 2928, IAFF, INC.**



Mark W. Floyd, Esquire

12-15-2015
Dated

MEMORANDUM OF UNDERSTANDING

by and between the

CITY OF PALM BEACH GARDENS

and the

**PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY,
LOCAL 2928, IAFF, INC.**

WHEREAS the City of Palm Beach Gardens (City) and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. (Local 2928), recently entered into an agreement for a successor collective bargaining agreement (Successor Agreement) to be effective October 1, 2015, which will succeed the existing collective bargaining agreement (Agreement) which expired September 30, 2015;

WHEREAS the Successor Agreement must be ratified by both the bargaining unit represented by Local 2928 and the City Council before it becomes effective;

WHEREAS the Successor Agreement establishes new and/or modified classifications within the bargaining unit and new and/or modified promotional examination procedures for such classifications;

WHEREAS the City recently began a promotional examination process for the existing rank of Captain under the terms of the Agreement; and

WHEREAS upon ratification by the City and Local 2928 the current promotional examination process for the rank of Captain will be discontinued and a new promotional examination process will be prepared for the rank of Battalion Chief and the number of employees eligible to participate should increase;

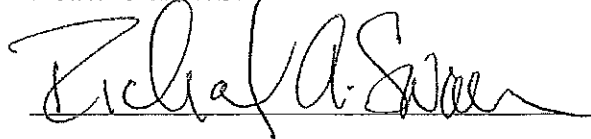
IT IS THEREFORE AGREED by and between the City and Local 2928 that the current promotional examination process for the rank of Captain will be discontinued and that the City will, after ratification of the Successor Agreement, conduct a new promotional examination process for the rank of Battalion Chief in accordance with the terms of the Successor Agreement. It is further agreed that candidates who do not possess Fire Officer II but are otherwise eligible to participate in the Battalion Chief promotional process shall be allowed to participate in the promotional process and shall have six months from the date final scores on the promotional examination process are posted to obtain Fire Officer II or be removed from the promotional eligibility list.

FOR THE CITY:



Date: 11-5-15

FOR LOCAL 2928:



Date: 11-6-15