

**Collective Bargaining Agreement**  
**Between**  
**PALM BEACH COUNTY**  
**AND**  
**PROFESSIONAL**  
**FIREFIGHTERS/PARAMEDICS OF**  
**PALM BEACH COUNTY,**  
**LOCAL 2928, IAFF, INC.**

October 1, 20~~08~~11 through September 30, 20~~11~~12

## TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE 1</b>	Preamble
<b>ARTICLE 2</b>	Recognition
<b>ARTICLE 3</b>	Dues Check Off
<b>ARTICLE 4</b>	Union Business
<b>ARTICLE 5</b>	Bulletin Boards
<b>ARTICLE 6</b>	Meeting Rooms
<b>ARTICLE 7</b>	Management Rights
<b>ARTICLE 8</b>	Meetings with Management
<b>ARTICLE 9</b>	Safety Committee
<b>ARTICLE 10</b>	Non-Discrimination
<b>ARTICLE 11</b>	Prohibition of Strikes
<b>ARTICLE 12</b>	Personnel Reduction
<b>ARTICLE 13</b>	Seniority
<b>ARTICLE 14</b>	Probationary Employees
<b>ARTICLE 15</b>	Disciplinary Action and Discharge
<b>ARTICLE 16</b>	Grievance and Arbitration Procedure
<b>ARTICLE 17</b>	Performance Review
<b>ARTICLE 18</b>	Promotions
<b>ARTICLE 19</b>	Pay Plan
<b>ARTICLE 20</b>	Work Week
<b>ARTICLE 21</b>	Overtime
<b>ARTICLE 22</b>	Exchange of Time
<b>ARTICLE 23</b>	Call Back
<b>ARTICLE 24</b>	Incentive Pay

<b>ARTICLE 25</b>	Education
<b>ARTICLE 26</b>	Certification
<b>ARTICLE 27</b>	Uniforms
<b>ARTICLE 28</b>	Vacations
<b>ARTICLE 29</b>	Holidays
<b>ARTICLE 30</b>	Funeral Leave
<b>ARTICLE 31</b>	Court Time
<b>ARTICLE 32</b>	Jury Duty
<b>ARTICLE 33</b>	Insurance
<b>ARTICLE 34</b>	Pension
<b>ARTICLE 35</b>	Documents
<b>ARTICLE 36</b>	Use of Personal Vehicles
<b>ARTICLE 37</b>	Voting
<b>ARTICLE 38</b>	Station Conditions
<b>ARTICLE 39</b>	Labor Relations Committee
<b>ARTICLE 40</b>	Replacement of Personal Property
<b>ARTICLE 41</b>	Employee Benefits
<b>ARTICLE 42</b>	Savings Clause
<b>ARTICLE 43</b>	Duration of Agreement
<b>ARTICLE 44</b>	Employee Bill of Rights
<b>ARTICLE 45</b>	Wellness
<b>ARTICLE 46</b>	Retiree Insurance
<b>ARTICLE 47</b>	Benevolent
	Signature Page
	Attachment I

## **ARTICLE 1 – PREAMBLE**

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

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

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

## **ARTICLE 2 – RECOGNITION**

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

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

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

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

Fire Rescue Administrator, Deputy Chiefs, Division Chiefs, Battalion Chiefs, Executive Assistants, Budget and Finance Employees, Personnel and Payroll Records Employees, Planners and Clerical Employees, Public Education Manager, Special Projects Coordinator, Inventory and Stores Manager, Capital Projects Coordinator, Systems Analyst, Programmer, Fire Protection Engineer, Fire-Rescue Fleet Director, Web Site Specialist.

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

### **ARTICLE 3 – DUES CHECKOFF**

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

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

## **ARTICLE 4 – UNION BUSINESS**

**Section 1.** Each employee shall be allowed to voluntarily contribute any accrued leave, except sick leave, to the Union Time Pool. The Union Time Pool may be used for Union business upon approval by the Union President or designee. Employees shall be released from duty on Union Time Pool only if the established needs of the service permit; with the approval of the non-bargaining unit supervisor, but such release shall not be unreasonably denied. Any request for Union Time Pool, that is greater than twelve (12) hours and causes overtime must be authorized by the Deputy Chief. Anytime pool usage that causes overtime will be charged at a rate of one and one-half (1½). Requests for such time off shall be in writing or on the Department's computer system and shall be submitted to the Fire Rescue Administrator, or his or her designee, forty-eight (48) hours prior to the time of such requested time off; provided that when it is impossible to submit written, forty-eight (48) hours notice, then a request may be submitted orally together with the need for the short notices substantiated, and must be approved by the Division Chief or designee in Operations, (or the appropriate non-bargaining unit supervisor in divisions not having Division Chiefs) and later confirmed in writing. Such release shall not be unreasonably denied. All 24 hr time pool requests from the Union President or his designee submitted at least 30 days in advance will be preliminarily approved or denied within 2 business days of receipt of the request, and will be subject to cancellation if the usage will cause overtime.

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

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

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

**Section 5.** The Union President, if covered by this agreement, shall be released from duty on a permanent basis to conduct Union business on the basis of a forty (40) hour employee and shall be paid the five (5%) percent adjustment in accordance with this agreement. One other Union Principal Officer, if covered by this agreement, designated by the Union

President, shall be released from duty on those shifts which fall on Mondays through Fridays to conduct Union business. They shall maintain their current pay, rank, bidded position, and time in grade. They shall accrue all benefits available to other bargaining unit employees (except that they shall be exempt from overtime as to those duties as Union Officers) and shall also be eligible for any promotional examination as applicable. The President may perform regular Fire Rescue duties upon the approval of the appropriate Deputy Chief. The President and designated other Union Officer, shall be available to conduct Union business during the same hours as the Fire Rescue Administrator.

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

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

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



## ARTICLE 5 – BULLETIN BOARDS

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

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

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

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

## **ARTICLE 6 – MEETING ROOMS**

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

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

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

## **ARTICLE 7 – MANAGEMENT RIGHTS**

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

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

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

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

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

## **ARTICLE 8 – MEETINGS WITH MANAGEMENT**

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

## ARTICLE 9 – SAFETY COMMITTEE

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

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

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

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

**Section 5.** A copy of all notices of exposure to infectious disease, job related accidents or injuries, with the employee's name blanked out, shall be provided to the Union, if requested, within thirty (30) days of the report of said exposure or accident.

**ARTICLE 10 – NON-DISCRIMINATION**

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

**ARTICLE 11 – PROHIBITION OF STRIKES**

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

## **ARTICLE 12 – PERSONNEL REDUCTION**

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

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

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

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

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

**Section 6.** Employees promoted to the rank of Battalion Chief after July 13, 2000, who are affected by a personnel reduction in the rank of Battalion Chief, shall be reduced to the



classification previously held, or another position for which they have successfully tested, in accordance with the provisions of this Article. No personnel in the classification to which the employee is returned shall be removed, and any over-staffing shall be addressed through attrition. Battalion Chiefs may sit for promotional examinations for positions of lower rank within the bargaining unit and will be considered to have obtained that status upon successful promotion of any employee with a lesser standing on that promotion register.

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

**Section 8.** Staff Captains are selected by the Fire Rescue Administrator in accordance with Article 18 of this Agreement. Employees selected have no property right or expectation of maintaining this position and may be removed in the sole discretion of the Fire Rescue Administrator upon 45 days written notice. Such removal shall not be subject to the grievance and arbitration procedure. Staff Captains who are removed shall be returned to the position from which they came, or another position for which they have successfully tested, in accordance with the provisions of this Article. No personnel in the classification to which the employee is returned shall be removed, and any other staffing shall be addressed through attrition. Staff Captains may sit for promotional examinations within the bargaining unit and will be considered to have obtained that status upon successful promotion of any employee with a lesser standing on that promotional register.

**Section 9. Station Closing** – A station shall be considered closed when it is taken out of service, even if it is re-opened in a new Battalion. In such a case, the personnel at the closed station shall have “bumping” rights in accordance with the Station Bid policy, which may be amended by negotiation or agreement between the Fire Rescue Administrator and the Union President, and the new station shall be bid.

**Section 10. Station Re-location**- A station shall be considered re-located when it is closed and re-opened within the same Battalion. In such a case, their personnel shall be re-loaded in the same Battalion, at the new station.

**Section 11.** The classification and bumping rights of non-bargaining unit personnel included in any merger shall be determined by negotiation or agreement between the Fire Rescue Administrator and the Union President.

## ARTICLE 13 – SENIORITY

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

**Section 2.** Seniority lists shall be posted ~~at each work location~~ on the Intranet. Exceptions to the list shall be made within thirty (30) days of posting by filing a written notice and the list shall be revised to reflect the results of any investigation. If the written notice and the investigation thereof produce a dispute, which is not resolvable, a grievance can be filed. After thirty (30) days, all sections of the list not in dispute will stand approved.

**Section 3.** For District Chiefs, seniority in rank shall be determined from the effective date of last being appointed or promoted to a District Chief. If two (2) or more District Chiefs have the same date of rank, then seniority shall substitute for determining rank reduction for those District Chiefs with the same date of rank. In the event a Battalion Chief is demoted to the rank of District Chief, their total time at a rank of District Chief or higher, which has been continuous, shall be counted towards their total seniority rank as a District Chief.

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

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

## **ARTICLE 14 – PROBATIONARY EMPLOYEES**

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

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

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

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

**Section 2.** New District Chiefs shall be on probation for a period of twelve (12) months and all other Eemployees who are promoted will be on probation in the promoted classification for a period of ~~four~~six (46) months (which may be extended by two (2) additional months upon written notice to the employee), during which time they may be returned to their former classification and will have no right to have the issue of their return to that classification submitted to arbitration.

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

## **ARTICLE 15 – DISCIPLINARY ACTION AND DISCHARGE**

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

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

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

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

## **ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

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

**STEP 4.** If the grievance has not been resolved in Step 3, the Union may request a final and binding disposition by filing a written request for arbitration with the Fire Rescue administrator within sixty (60) days of the completion of Step 3. The parties shall establish a panel of five (5) arbitrators to be selected

from a panel of at least twenty-five (25) arbitrators as forward by the FMCS. The panel of five (5) shall be placed in random order. An arbitrator, after selection, shall be placed in fifth position on the list and the arbitrator originally listed as second will become the next arbitrator assigned. The Union shall have the exclusive right to proceed to arbitration on behalf of bargaining unit members.

**Section 2.** Failure of the County to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.

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

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

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

**Section 5.** The cost of the arbitration shall be divided equally between the parties.

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

**Section 7.** If an employee elects not to have Union representation, or if the Union elects not to represent an employee, the County shall keep the Union informed of all proceedings

initiated by the employee in his or her own behalf, provide copies of all written documents, and give the Union full access to any meeting held on the matter.

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



## ARTICLE 17 — PERFORMANCE REVIEW

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

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

~~**Section 3.** — Employees shall receive step increases on the effective anniversary date or effective date of last promotion.~~

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

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

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

## **ARTICLE 18 – PROMOTIONS**

### **Section 1. Filling of Positions**

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

### **Section 2. Notification of Examination**

Employees will be given written notice, posted on all Department computers, at least ninety (90) days in advance of a target promotional examination date. The written examination will be held no sooner than ninety (90) days after the notice, no later than one hundred twenty (120) days after the notice. Source materials from which the examination is drawn shall be given in writing concurrent with the exam announcement and shall be in print or otherwise obtainable.

### **Section 3. Application for Examination**

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

### **Section 4. Eligibility Criteria for Promotional Examinations**

- A. In order to be eligible to take a promotional examination, the applicant must not have been suspended for more than twenty-four (24) hours during the twelve (12)

months preceding the closing date for the written examination and until the date the examination process is completed.

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

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

- Personnel who would be eligible under the 2005-2008 CBA shall remain eligible for the first promotional process under this CBA with regard to time in grade only.
- Effective October 1, 2008, personnel with an approved Associates Degree may utilize the degree for only a single promotional opportunity. Personnel with an approved Associates Degree and Bachelor's Degree may utilize the Degrees for two (2) promotional opportunities. For personnel with an approved Bachelor's Degree, but without an Associate's Degree, the Bachelor's Degree may be utilized for two (2) promotional opportunities.
- Movement from Driver Operator to Lieutenant shall be considered cumulative provided the employee performs a minimum of one (1) year as a Lieutenant.
- The following applies to Driver Operator requirements:
  - a) Department certified Driver Operator prior to October 1, 2005; or
  - b) Successful completion of a fire hydraulics and fire apparatus course from a County Technical School, Community College or other state recognized institution; or
  - c) Successful completion of the Department's Driver Operator Candidate School; or
  - d) Have actually been permanently assigned as a Driver Operator.

**1. Driver Operator:**

- a. Current employment with the County as a Firefighter; and
- b. Forty-eight (48) months continuous service as a Firefighter; provided that any person with an Associate's or Bachelor's Degree as approved by the State of Florida for Educational

- Incentive, need only have thirty-six (36) months continuous service as a Firefighter; and
- c. Current EMT or Paramedic certification; and
- d. Class E driver's license; and
- e. No driver's license suspension for DUI or points, within two (2) years; and
- f. No avoidable and Major accidents for twelve (12) months; and
- g. Driver Operator requirement, except "(d)" of the Driver Operator requirement.

**2. Lieutenant:**

- a. Current employment with the County as a Firefighter or Driver Operator; and
- b. ~~Twenty-four (24)~~ forty-eight (48) continuous months as a Department protocol paramedic; and
- c. Current certification in International Trauma Life Support (ITLS), Basic Trauma Life Support (BTLS) or Pre-Hospital Trauma Life Support (PHTLS).\*
- d. Department approved Advanced Airway Management Class; and\*
- e. Successful completion of the Lieutenant's OCS program.

~~\* Candidates in the first promotional process after ratification of this contract shall have one (1) year from establishment of that promotional roster to complete these certifications/class.~~

**3. Captain:**

- a. Current employment with the County as a Firefighter, Lieutenant or Driver Operator; and
- b. 108 months continuous service as a Firefighter; provided that any Firefighter with an Associate's or Bachelor's Degree as approved by the State of Florida for Educational Incentive, need only have 96 months continuous service as a Firefighter or: 42 months as a Driver Operator provided that any Driver Operator with an Associate's or Bachelor's Degree as approved by the State of Florida for Educational Incentive, need only have 30 months continuous service as a Driver Operator or: 30 months

as a Lieutenant provided that any Lieutenant with an Associate's or Bachelor's Degree as approved by the State of Florida for Educational Incentive, need only have 18 months continuous service as a Lieutenant; and

- c. Current Department Protoled Paramedic; or current EMT and Department Protoled Paramedic within two (2) years after promotion; or current EMT and completion of Associate's Degree in Fire Science or EMS within three (3) years after promotion. Employees who are not Department Protoled Paramedics at time of promotion must agree to and complete a form, approved by the Union President and the Fire Rescue Administrator, stating the anticipated progress toward meeting the requirements of this paragraph; and
- d. Strategy and Tactics (FFP 1810 or equivalent) and Company Officer Leadership (FFP 2720 or equivalent); and
- e. Driver Operator requirement; and
- f. Successful completion of the Captain's OCS program.

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

- a. Current employment with the County and 12 months continuous service as a Captain;
- b. EMSDistrict Captain – Current Department protoled Paramedic; or Special Operations Captain – Department protoled Paramedic or current EMT with an Associates Degree in Fire Science or EMS and ~~HazMat Tech Certification, or current EMT and HazMat Tech Certification and Associate's Degree in Fire Science or EMS~~ meet the four (4) training requirements for Special Operations; or ARFF Captain – Department protoled paramedic or EMT, meets all requirements for ARFF assignment, and Fire Instructor I. Fire Instructor I must be completed within one (1) year of promotion to ARFF Captain); and
- c. Successful completion of the Captain's OCS program.

**5. District Chiefs:**

- a. Current employment with the County as a Captain, ARFF Captain, Special Operations Captain or EMS Captain; and

- b. 36 months continuous service as an ARFF Captain, Special Operations Captain or EMS Captain provide that any ARFF Captain, Special Operations Captain or EMS Captain with a Bachelor's Degree, or equivalent as approved by the State of Florida for Educational Incentive, need only have 24 months of continuous service as an ARFF Captain, Special Operations Captain or EMS Captain; 48 months continuous service as a Captain, provided that any Captain with a Bachelor's Degree, or equivalent as approved by the State of Florida for Educational Incentive, need only have 36 months of continuous service as a Captain; and
- c. Current Department Protocolled Paramedic certification or EMT and Paramedic qualifications, per section 15; and
- d. Associate Degree as approved by the State of Florida for Educational Incentive; and
- e. State Certified Municipal Fire Inspector; and
- f. State Certified Fire Instructor I; and
- g. Have completed the requirements of the District Chief Candidate Program

**6. Communications Supervisor:**

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

**7. Communications Quality Assurance Manager:**

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

**8. Communications Center Training Supervisor:**

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

- c. The selection procedure for a Communications Training Supervisor shall include an oral interview process.

**9. Shop Foreman:**

- a. Current employment with Palm Beach County as a Fire Apparatus Tech II; and
- b. Three (3) years continuous service as a Fire Apparatus Tech II; and
- c. Four (4) of eight (8) ASE certification.

**10. Fire Apparatus Maintenance Superintendent:**

- a. Open/competitive selection process; and
- b. Minimum of four (4) years as a Fire Apparatus Tech II; and
- c. ASE Master Tech or equivalent.

Note: Continuous service refers to continuous service with Palm Beach County Fire Rescue Department and, if applicable, a predecessor Fire District, County Airport, or County EMS, and see Article 13 Section 1 regarding Lantana, Royal Palm Beach, and Lake Park Employees.

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

**Section 5. Selection Procedures**

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

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

**Section 6. Testing Security Procedures**

The following security procedures will apply to testing for the Driver Operator, Lieutenant, Captain, ARFF Captain, Special Operations Captain, EMS Captain and District Chief positions:

- A. All candidates for promotion shall sign a statement that they are not related by blood or marriage to any exam development team or committee member; and that they have not received any prior knowledge of test items.
- B. All Subject Matter Experts shall sign a statement that they are not related by blood or marriage to any exam development team or committee members; and a statement not to discuss test items, or be involved with the tutoring of any promotional candidate.
- C. If the written exam is developed by Employee Relations and Personnel, writing and editing of questions will take place on County property, under the direct supervision of the Employee Relations staff person assigned to develop the test. Exam items will not be drafted, or edited, outside of these areas and no exam materials will be removed, by any employee of Palm Beach County Fire Rescue.
- D. If the written exam is developed by Employee Relations and Personnel, all exam material prior to and after testing, will be locked and secured.
- E. Written test items will be developed using only the referenced reading materials, by small teams of subject matter experts.



- F. Each team will develop two (2) to three (3) times more items than will actually be used in the exam. No Item Development Team Member or other employee of Palm Beach County Fire Rescue will be informed of which items are on the actual exam. Tests, once developed, will not be handled or delivered by any employee of Palm Beach County Fire Rescue. Tests will be administered by Employee Relations and Personnel and non-bargaining unit employees of Palm Beach County Fire Rescue.
- G. Candidates for the same rank shall be tested at the same time, subject to the County's ability to adequately staff the Department.
- H. The county will use scrambled versions of the same test.
- I. Prior to the exam, the facilitator will announce a zero tolerance policy for cheating, and follow up with close and continuous proctoring of the exams (which may include videotaping for documentation). Meaning, that any employee caught cheating shall be disqualified from the promotional process and subject to the appropriate disciplinary action.

**J. Protest Procedure:**

1. The proper procedure for protesting shall be announced prior to starting the test and shall include the following:

**A. Written Examination**

- a. Item not from the reading list.
- b. No correct answer available.
- c. More than one correct answer.

2. All protests must be noted at the conclusion of the exam. No candidates are to be involved in the discussions related to the resolution.

3. If a protest is determined to be valid, the affected item shall be removed from the test for all candidates. All protests shall be resolved within three (3) business days of the exam.

**4. Performance-based Exam Component**

- a. Candidates will be given two (2) chances to appeal the performance-based component of the promotional process. For the first appeal opportunity, candidates can appeal a procedural error or method error on the day of the performance-based component immediately after finishing their performance in the exercises. This appeal will be submitted to the Exam Review Committee, which shall be structured in accordance with the Letter of Understanding dated May 26, 2010, a copy of which is attached, and it will be reviewed and decided within three (3) business days of the event.
- ~~3.~~b. Candidates will also be given a chance to appeal their score on the performance-based component. Within five (5) business days of the posting of the results of a performance-based exam component of a promotional exam, candidates will be given a chance to view their recorded performance on the performance-based exercises. After viewing their recorded performance on the exercise, if the candidate feels that there is significant error in their score on any or all of the exercises, the candidate submit an appeal. This appeal must be submitted within five (5) business days of their review of the recorded performance. After receiving the appeal on the score, the Exam Committee will request that a panel of the assessors drawn from the original trained panel be convened but with new input from at least one assessor who did not participate in the first assessment. This new panel of assessors will be trained for this purpose. The outcome of the appeal could be that candidate score remains the same; the score could go up; or the score could go down. If the panel of assessors believe that the original score had error that resulted in the candidates being unfairly higher or lower than the candidate should have been, it will be rescored, within two (2) weeks of the receipt, by Human Resources or their designee, of the appeal. The rescored version of the recorded performance shall be the final score.

#### **K. Passing Scores:**

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

- L. Oral interviews shall be conducted using a blind numbering system. Each candidate shall be assigned an applicant number, which shall be used as identification, in lieu of their name during the interview process.
- M. Once the questions for the oral interview are developed, response standards shall be created. Points shall be applied for each question based on the response standards. All candidates who participate in the interviews shall have their interview scored and totaled. These totals shall be the basis for the oral interview score.

**Section 7. Written Examinations**

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

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

**Section 8. Posting of Examination Scores**

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

**Section 9.**

## **A. Oral Interview Boards**

This shall pertain to Captains, ARFF Captains, Special Operations Captains, EMS Captains, District Chiefs, Communications Quality Assurance Manager, Communications Center Training Supervisor and Communication Supervisors only:

1. All applicants receiving a passing grade on the written examination shall participate in the Oral Interview/practical exercise process: and
2. The interview/practical exercise shall be conducted using a panel of three (3) raters, and shall be structured using a prepared series of questions/scenarios relating to the position being sought (the County may use multiple panels if they determine that the number of applicants is great enough; and

~~3. No raters shall be employed by Palm Beach County; and~~

~~4.3.~~ 3. All raters shall hold, as a minimum, the rank of the position for which they are interviewing; and

~~5.4.~~ 4. The results of the oral interview/practical exercise shall be scored.

~~6.5.~~ 5. For ARFF Captains, Special Operations Captains and ~~EMS~~District Captains, applicants receiving a passing score of the written examination may apply for all oral interview processes for which they meet the eligibility requirements as identified in section 4.B.(4).

~~7.6.~~ 6. Raters selected for the oral interview/practical exercise for all positions listed above shall be approved jointly by the Fire Rescue Administrator and the Union President.

~~8.7.~~ 7. The interview/practical exercise shall be specific to the position to be filled, i.e. Special Operational, EMS, ARFF.

## **B. Practical Exam**

This shall pertain to Driver Operators only:

1. All applicants receiving a passing grade on the written examination shall participate in the practical exam.
2. The exam shall be graded by three (3) examiners who shall be approved jointly by the Fire Rescue Administrator and the Union President. Appointments shall hold, as a minimum, the rank of Driver.
3. The exam shall be developed by ~~the Training and Safety Division~~ Human Resources with a minimum pool of ten (10) scenarios drawn at random by the candidate.
4. The practical examination shall have a minimum passing score of seventy-five (75%).

### **C. Practical Scenarios**

This shall pertain to Lieutenants only:

1. All applicants receiving a passing grade on the written examination shall participate in the practical scenario portion of the process.
2. Practical scenarios shall be graded by panels of three (3) examiners who shall be approved jointly by the Fire Rescue Administrator and the Union President.
3. Practical scenarios shall be developed by ~~the Training and Safety Division~~ Human Resources with a minimum pool of Five (5) scenarios. ~~One scenario for each rating panel to administer will be randomly drawn by a representative of Employee Relations. No two panels shall administer the same scenario, and no single panel shall administer multiple scenarios.~~ The final scenario shall be drawn from a hat on the morning of the exam. All panels shall administer the same scenario to all candidates.

### **Section 10. Overall Promotion Scoring**

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

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

**Captains**

Written Exam            65%  
Oral Interview            35%

**Communications Supervisors**

Written Exam            65%  
Oral Interview            35%

**District Chiefs**

Written Exam            35%  
Oral Interview            65%

**Driver Operators**

Written Exam            40%  
Practical Exam            60%\*

**ARFF, Special Operations,**

**EMSDistrict Captains**

Written Exam            30%  
Oral Interview            70%

~~—~~ **Lieutenants**

Written Exam            50%  
Practical Scenarios      50%

\* The passing score for the Driver Operator practical exam is **75**0%.

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

**B.C. Step-ups** – Personnel who have stepped up to the position being sought at least five (5) shifts during the previous twelve (12) months shall receive a ten (10) point credit added to their final oral interview or practical score of the next test for same position.

**Section 11. Promotional Registers**

- A. Applicants who have passed the written exam and completed the oral interview/practical exercise for Communications Supervisors, Lieutenants, Captains, ARFF Captains, Special Operations Captains, EMS District Captains and District Chiefs, or passed the written and practical exam for Driver Operators shall be placed on the applicable Promotional Register.
- B. Each Promotional Register shall be posted on all Department computers listing the applicants by name, in order of highest to lowest score.
- C. In accordance with Article 21, Overtime, step-ups will be used from the current Promotional Register, and then from the standing list of qualified employees after which, step-ups shall be selected from the entire department, first from the station, then from the Battalion. ~~Employees on the Promotional Register for Lieutenant, Captain and Driver Operator cannot be moved across Battalion lines for the purposes of stepping up, unless on a voluntary basis.~~ Employees on the Promotional Registers ~~for District Chief or EMS Captain~~ are subject to being moved across Battalion lines to step-up. Employees on promotional rosters ~~for Driver Operator, Lieutenant, Captain, ARFF Captain, Special Operations Captain, EMS Captain and District Chief~~ are subject to mandatory step-up. Refusal to step-up shall constitute a voluntary request to be removed from all promotional registers. ARFF Captains, Special Operations Captains, EMS District Captains must be specifically qualified to step-up. ~~Except as specified below, step-ups will be given to persons listed on a current Promotional Register.~~ For Fire Operations Officers, step-ups will be offered to personnel approved by the Department. Once qualified to step-up to a specific position an employee shall continue to be qualified to step-up to that positions, regardless of expiration of the promotional register. Accordingly, the Department shall maintain a list of qualified employees for step-up to each rank/position.
- D. Any member on a Promotional Register(s) for ARFF Captain, Special Operations Captain or EMS District Captain will be required to complete all specialty training necessary to perform the duties of that position. This training will be successfully completed within six (6) months of the establishment of a Promotional Register or the member will be removed from the Promotional Register. The Department will make said training available within six (6) months of the established Promotional Register.

E. Qualified personnel may be required to “step-down” to fill a position of lower rank as the needs of the system dictate.

**Section 12. Duration of Promotional Register**

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

**Section 13. Removal from Promotional Register**

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

**Section 14. Selections From Promotional Registers**

A. Selections for promotions from the Promotional Register shall be made by the Fire Rescue Administrator utilizing a Rule of one (1) for Driver Operators, Lieutenants, Captains and Communications Supervisors, (i.e. each promotion must be made from the then current top person on the Promotional Register), and by the rule of two (2) for ARFF Captain, Special Operations Captain, EMSDistrict Captain and District Chief (i.e., each promotion must be made from among the then current top two (2) persons on each Promotional Register). Additionally, an employee may refuse a promotion one (1) time without jeopardizing their standing on the Promotional Register. A second refusal will result in removal from the Promotional Register.



- B. In each case an applicant had a higher overall score than the person who was selected for promotion, the applicant shall be counseled, upon the applicant's request, as to the reason the applicant was not promoted.
- C. **Physical Fitness.** Prior to being promoted or stepped up employees must be rated "fit" or better on their most recent Physical Fitness Evaluation.
- D. **Orientation Programs Officer Candidate School.** ~~Promoted Lieutenants and Captains shall attend or have attended an Officer Orientation Program. Promoted ARFF Captains, Special Operations Captains, EMS Captains and District Chiefs may be required to attend an Officer Orientation Program. These orientation~~OCS programs will be administered ~~on the basis of a forty (40) hour, Monday through Friday, schedule. This course shall not exceed eighty (80) hours~~as approved by the Department.

**Section 15. Promotional Qualifications**

As a condition of promotion, employees who are promoted to the classification of District Chief from promotional registers established after January 1, 2003, must either be a Department Protocoled Paramedic or become a Department Protocoled Paramedic within two (2) years after the date of promotion. If a promoted employee in any of the listed positions does not achieve and maintain the requirements of promotion contained in Section ~~5~~4 of this Article within the prescribed time frames, that employee shall be demoted.

**Section 16. Staff Captain**

When in the discretion of the Fire Rescue Administrator a vacancy exists in the position of Staff Captain, all employees of Palm Beach County Fire Rescue may submit an application, except for the Trauma Hawk Staff Captain position. For the Trauma Hawk Staff Captain vacancies, applicants must hold the rank of Captain or higher. The Fire Rescue Administrator or his designee shall institute a selection process for the specific position being sought. The requirements for the position, including preferences, shall be posted prior to selection. A representative of the Union, appointed by the Union President or designee, may be present during interviews conducted by the Fire Rescue Administrator or his designee. The final selection of candidates shall be made in the sole discretion of the Fire Rescue Administrator.

**ARTICLE 19 – PAY PLAN**

**Section 1. Wage Levels**

A. **Pay Plan** – The wage levels for bargaining unit employees in the classifications included in the Recognition Article are set forth in the Attachment A attached to, and made a part of, this Collective Bargaining Agreement. For employees hired on or after the effective date of this agreement, the wages set forth in Attachment B, attached to, and made a part of this Collective Bargaining Agreement, which shall be twenty-two (22%) percent less than Attachment A.

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

~~**Effective the pay period,** which includes:~~

<del>October 1, 2008</del>	<del>0%</del>
<del>October 1, 2009</del>	<del>2%</del>
<del>April 1, 2010</del>	<del>1%</del>
<del>October 1, 2010</del>	<del>1%</del>
<del>April 1, 2011</del>	<del>2%</del>

~~Effective April 1, 2009, a five (5) percent pay increase will be added to the Lieutenant pay scale across all steps. Effective October 1, 2010, former employees of Belle Glade, Pahokee and South Bay Fire Departments will be brought to full parity in the pay plan.~~

B. **Newly Hired Employees** – Employees entering into the classification of Fire Safety Specialist, Fire Apparatus Technicians, Fire Apparatus Maintenance Superintendent and Electronic Technicians, who are hired after July 13, 2000, but before this effective date of this agreement, shall be paid in accordance with the ~~new~~ pay schedule on Attachment A.

C. **Expiration of Agreement** - If this agreement expires there shall be no further movement in the step plan until a successor agreement is reached which provides for such progression.

**Section 2. Assignment Pay**

A. **List of Assignment Pay** – Except for District Chiefs, ARFF Captains, Special Operations Captains, EMS District Captains and Staff Captains, employees assigned to Operations Division shall receive assignment pay above their base rate of pay for the following assignments, provided that employees may hold any number of assignments, in accordance with the schedules listed below subject to a maximum amount of assignment pay of twenty (20%) percent of the employees base rate of pay:

Plans Review 5%

Shop Foreman 5%

24-Hour Shift Employees Assigned to Non-24 Hour Shift (other than new hires, light duty, Fire Prevention Bureau, Flight Medics or Training and Safety Division 5%

Fire Prevention (without full time Fire Safety Inspector certification) 5%

Fire Prevention (with full time Fire Safety Inspector certification) 10%

Training and Safety (without Instructor Certification) ~~and without full-time Fire Safety Inspector certification~~ 5%

Training and Safety (with Instructor Certification) ~~and with full-time Fire Safety Inspector certification~~ 10%

Captains and grandfathered Captains Temporarily assigned Rescue/ALS as

Paramedics	10%
Paramedic	15%
Flight Medics	5%
Flight Medic with Registered Nurse Certification (5% not subject to cap) (based on a contract with Health Care)	10%
ARFF Vehicle Drivers (Only Firefighters and Firefighter/PM's that are Department certified ARFF drivers are eligible)	5%
Floating Squad (except Dist. Chief)	5%
Floating Squad, Dist. Chief	3%
Special Operations (1% not subject to cap)	6%
ARFF employees (except ARFF Captains) (1% not subject to cap)	6%
Light/Air Unit Driver	2%

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

Employees assigned to the Aviation Battalion, except ARFF Captains, who are ARFF qualified, in accordance with the Letter of Understanding defining the certification process, shall receive assignment pay. Future qualifications shall be determined by the ~~Aviation~~ Battalion Chief in charge of the airport station as per the “past practice” unless superseded by the State or Federal Law.

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

All employees who are permanently assigned to the Quints as the result of a bid award and meet the following requirements will receive two (2) percent assignment pay added to their base pay.

The requirements are:

- Rope Rescue Operational Level
- Sixty-four (64) Hour Palm Beach County Fire Rescue Quint Class
- Department approved Dive Rescue Training

Staff Captains and Operational Captains assigned, as FOO's shall receive 5% for a non-24 hour shift assignment.

- B. EMT Assigned to an ALS Unit** – Any Firefighter, Driver Operator, Captain or Grandfathered Captain, assigned to an ALS unit and certified as an EMT, shall receive five (5%) percent additional earnings added to their base pay.
- C. Driver Operators** – Employees who drive/operate an Engine, Quint, Tender, Special Operations Unit, Rescue Pumper, Light/Air unit or Brush truck (as staffing permits) shall receive the Driver Operator pay in accordance with the provisions of this Article.
- D. Assignment to Non-Twenty-Four (24) Hour Shift** – Except for extenuating circumstances, the County shall request twenty-four (24) hour shift employees to volunteer for assignment to non-twenty-four (24) hour shift/day. If the County cannot obtain sufficient persons by such action within a reasonable time period, then the

County has the right to assign twenty-four (24) hour shift employees to work a non-twenty-four (24) hour shift/day.

- E. **Paramedics** – All Firefighters and Lieutenants who are Department Protoled Paramedics shall receive the fifteen (15%) percent assignment pay ~~and shall be required to function as Paramedics~~. Driver Operators, who are Department Protoled Paramedics, shall receive ten (10%) percent paramedic assignment. Captains and grandfathered Captains who are Department Protoled Paramedics shall receive ten (10%) percent paramedic assignment pay. All employees receiving assignment pay under this Article shall be required to function as a Paramedic as directed by the Department.

Department Protoled Paramedics assigned to ~~Battalion 8~~ Station 81 (ARFF) shall be eligible for ARFF assignment pay and ARFF Driver Pay (paid only when performing as a driver on a daily basis), in addition to the paramedic assignment pay described above. Department Protoled Paramedics assigned to the Bureau of Safety Services who also possess a current State Fire Safety Inspector certification shall be eligible to receive Fire Prevention (with full-time Fire Safety Inspector certification) pay, in addition to the paramedic assignment pay described above.

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

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

1. **Paramedic** – A person who is no longer assigned as a Paramedic will be paid at the appropriate step of their Firefighter classification based upon their years of service (seniority).
2. **Fire Prevention** – A person who is no longer assigned to Fire Prevention will be paid at the appropriate step of the Firefighter, Lieutenant, ~~Driver Operator~~, or Captain classification.

3. **Other Assignments** – All other persons who stop working at one (1) of the above assignments will be paid at the appropriate step of their classification.

**Section 3. Step and Longevity Increases**

- A. **Step Increases** – For all employees step increases will be given at annual intervals based upon the initial date of hire or the date of promotion. The County may deny a step increase for just cause, which shall relate to the employee’s performance only.
- B. **Longevity Increases** – Longevity increases are based upon years of service (seniority) and this anniversary date does not change in the event of promotion. The amount of the longevity increases are as follows:

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

**Section 4. Miscellaneous**

A. **On-Call.**

1. **Mechanics** – Apparatus Technicians and Electronic Technicians assigned to on-call status shall be paid ~~ten~~five (105%) percent above their base rate of pay while on-call. Volunteers shall first be requested to be on-call. If there are not enough volunteers, on-call shall be assigned on a rotation basis. On-call shall be in intervals of one week. The five (5%) percent will not apply to time on duty or to time when called back.
2. **Fire Prevention and Communications** – Employees in the Fire Prevention Bureau as well as Communication employees assigned to on-call status shall be paid ~~ten~~five (105%) percent above their base rate of pay while on-call. The five (5%) percent will not apply to time on duty or to time when called back.

- B. Tool Allowances** – The County shall pay a tool allowance of thirty (\$30) dollars per pay period to all Fire Apparatus Technicians, Facility Technicians, Fire Apparatus Maintenance Superintendent, and the Fire Rescue Building Coordinator. If a tool is stolen through no fault of the employee, the County will reimburse the employee if theft is established.
- C. Shift Differential** – Communicator III and Communicator Supervisor employees working the PM shift shall be paid a five (5%) percent differential above their base rate of pay.
- D. Twenty-four (24) Hour Vehicle Assignment** – Twenty-four (24) hour vehicle assignment may not be a condition of employment for new employees in those positions, as determined by the County.

**Section 5. Promotional Increases**

- A.** Employees who are promoted to the rank of Driver Operator, will initially be paid at the starting rate for that classification, provided that, if the starting rate results in less than a five (5%) percent raise for the employees, then the employee shall be paid at the next highest step which will provide at least a five (5%) percent raise. Employees who are promoted to the rank of Lieutenant will initially be paid at the starting rate for that classification provided that if the starting rate results in less than a five (5%) percent raise for the employee, then the employee shall be paid at the next highest step which will provide at least five (5%) percent raise (except Driver Operators, who shall be slotted at an equal rate of pay). ~~Effective April 1, 2009,~~ Firefighters who are promoted to the rank of Lieutenant will initially be paid at the starting rate for that classification provided that if the starting rate results in less than a ten (10%) percent raise for the employee, then the employee shall be paid at the next higher step which will provide at least a ten (10%) percent raise. ~~Effective April 1, 2009,~~ Driver Operators who are promoted to the rank of Lieutenant will initially be paid at the starting rate for that classification provided that if the starting rate results in less than a five (5%) percent raise for the employee, then the employee shall be paid at the next highest step which provide at least a five (5%) percent raise. Employees who are promoted to the rank of Captain will initially be paid at the starting rate for that classification, provided that if the starting rate results in less than a fifteen (15%) percent raise for the employee, then the employee shall be paid at the next highest step which will provide at least fifteen (15%) percent raise. Employees who are



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

- B. Red Circled Employees who are promoted shall be paid at the next step next above their previous rate of pay.
- C. Assigned Paramedics who have been receiving fifteen (15%) percent assignment pay who are promoted to the rank of Captain and no longer assigned as Paramedic shall be paid at the next closest step in the Captain pay range that either maintains their current rate of pay (with assignment pay) or results in a salary increase.

~~D. Employees who are promoted shall have their performance review date changed to the date of promotion.~~

D. When an employee is promoted from a position, other than Staff Captain, that person shall have their pay increase calculated in accordance with past practice. However, if the calculation of the promotion results in a pay decrease, that employee shall be slotted in the pay plan of the new position in the next step that does not cause the reduction in pay. Once slotted, the employee will remain red-circled until such time as the pay plan catches up to the employee's salary other than longevity.

## **Section 6. Working in other Classifications**

### **A. Firefighters**

Firefighters, Driver Operators or Lieutenants temporarily assigned to work as Captains for one half (1/2) shift or more shall receive a five (5%) percent wage supplement paid retroactively to the beginning of the first shift.

Firefighters temporarily assigned to work as Driver Operators for one half (1/2) shift or more shall receive a five (5%) percent wage supplement paid retroactively to the beginning of the first shift.

Firefighters and Driver Operators temporarily assigned to work as Lieutenants for one half (1/2) shift or more shall receive a five (5%) percent wage supplement paid retroactively to the beginning of the first shift.

**B. Captains**

Captains temporarily assigned to work as ARFF Captains, Special Operations Captains, or ~~EMS~~District Captains for one half (1/2) shift or more shall receive a five (5%) percent wage supplement paid retroactively to the beginning of the first shift. Captains assigned to the airport, who are not on the established ARFF Promotional Register and provide ARFF Captain coverage, shall receive a two (2%) percent wage supplement.

**C. District Chiefs**

Employees temporarily assigned to work as a District Chief for one half (1/2) shift shall receive a five (5%) percent wage supplement paid retroactively to the beginning of the first shift.

District Chiefs assigned to the Floating Squad who may be required to work in Battalion 7 shall be paid an additional 2% of their base pay for all hours worked within Battalion 7.

**D. Communicators**

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

**E. Out of Class**

~~E.~~ In the event that management requires an employee (including a District Chief) to assume a supervisory position of higher responsibility than the employee's normal assignment (which is also not covered by the step-up provisions of this

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

**Section 7. Re-Assignment**

Any employee who is moved from one assignment or classification to another of a lesser pay grade by the Department shall receive no more than five (5%) reduction in pay and that the employee shall be "Red Circled" until the Pay Plan catches up to the employee, except if the movement of the employee is based on performance and subject to the just cause standard, in which case the employee shall be paid at the appropriate rate for the demoted position. Any employee who voluntarily moves from one assignment or classification to another shall be placed in the appropriate position in the pay scale for the job that the employee is moving to.

## ARTICLE 20 – WORK WEEK

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

- A. The average work week for twenty-four (24) hour shift employees shall be forty-eight (48) hours, with twenty-four (24) hours on duty and forty-eight (48) hours off duty, with an additional shift off (Kelly Day) after every seventh (7<sup>th</sup>) shift. The FLSA work period for shift employees is twenty-one (21) days.
  
- B. The starting time is 7:30 a.m.
  
- C. Kelly Days will be selected following the annual bid process and before vacation selections are made annually. For all employees the selection of Kelly Days shall be determined by shift on a Department<sup>nt</sup>-wide basis, based on seniority as defined in the current Collective Bargaining Agreement. The following method will be utilized in the Kelly Day selection process. However, in no case shall the District Chief and District Captain from the same district have the same Kelly Day. The Department-wide Kelly Day slots shall be determined by the total number of personnel per classification per shift divided by seven (7) with an additional slot added for each fraction above the whole number after the division by seven (7). Seven (7) representing the seven (7) days of the week. The additional slot(s) are based on personnel selection. Example: 58 personnel divided by 7 will result in five (5) days of the week with eight (8) personnel off on Kelly Day and two days of the week with nine (9) personnel off on Kelly Day. The total number of Kelly Day slots will equal the total number of personnel per shift per classification. These Kelly Day selections shall become effective the first Kelly day cycle commencing the following January.

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

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

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

On an emergency basis, and in the discretion of the Fire Rescue Administrator, all personnel shall be available for call back. In the event of a major emergency (i.e., earthquake, tropical storm, hurricane, or civil emergency) personnel who are required to work on a scheduled Kelly Day shall be paid overtime.

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

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

- A. **Bureau of Safety Services** – The work week, commencing at 8:00 a.m. and concluding at 4:30 p.m., for Fire Prevention employees shall be forty (40) hours plus a one-half (1/2) hour daily lunch. This starting and concluding time shall not apply to employees who are assigned to the Investigation Bureau or to employees working a 4-10 schedule. Except for the Investigations Bureau, the Bureau of Safety Services shall be allowed to work a four (4) ten (10) hour day schedule, Monday through Friday. The Department's Fire Marshal shall evaluate the program to determine the effectiveness of its implementation. Should it be determined that the four (4) ten (10) hour day program is not beneficial to the Department, the Fire Rescue Administrator may choose to discontinue the program and return to the previous work schedule. The County maintains the authority to move or change an assignment or work schedule based on performance which is based on observed occurrences after counseling has occurred.

## **B. Communications Employees**

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

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

2. Twelve hour shift employees shall be paid for actual hours worked in each of the work week schedules contained within a pay period, provided that all hours in excess of forty (40) within the seven (7) day work week shall be considered overtime unless otherwise stipulated within the agreement. Example: Employees would receive thirty-six (36) hours straight time pay for one week, plus forty (40) hours of straight time pay plus eight (8) hours of overtime pay, at time and one-half, for the second week of a normal two-week pay period.
3. Sick time shall not count as "time worked" for purposes of overtime calculations, therefore any employee taking sick time will have those hours deducted from the total hours compensated for that week prior to calculating any overtime payment due. Example: In the week where the employee is scheduled to work four (4) twelve (12) hour shifts, they utilize twelve (12) hours of sick leave. That employee would receive thirty-six (36) hours of straight time pay, plus twelve (12) hours of sick leave compensation (at straight time, providing they have time remaining in their sick leave bank) for a total of forty-eight (48) hours of straight time pay.
4. Communications employees hired prior to October 1, 2002 shall receive an additional five (5%) percent pay incentive.

C. **Mechanics** – The work week for mechanics shall be forty (40) hours as follows:

Employees shall work five (5), eight (8) hours shifts, Monday through Friday, Mechanics shall be allowed to work a rotational four (4) ten (10) hour day schedule, Monday through Friday. The Fleet Maintenance Director shall evaluate the program to determine the effectiveness of its implementation. Should it be determined that the four (4) ten (10) hour day program is not beneficial to the Department, the Fire Rescue Administrator may choose to discontinue the program and return to the previous work schedule. The County maintains the authority to change a work schedule based on performance which is based on observed occurrences after counseling has occurred.

D. **Flight Medics** – The work week for all Flight Medics shall average forty-two (42) hours, with six (6) twelve (12) hour shifts followed by six (6) twenty-four (24) shifts off duty. The FLSA work period shall be the twenty-one (21) day Kelly cycle. The work week for Flight Medics may be adjusted by mutual agreement between the Fire-Rescue Administrator and the Union President.

E. **Fire Operations Officers** – The work week for all Fire Operations Officers shall be forty-two (42) hours, with ~~two (2) ten (10) hour day shifts starting at 0700 hours, followed by two (2) fourteen (14) hour night shifts starting at 1700 hours, followed by four (4) twenty four (24) hour shifts off duty~~ one twenty-four (24) hour shift on duty followed by seventy-two (72) hours off duty starting at 0700 hours.

F. **Training Division** – The work week for employees assigned to the Training Division ~~shall~~ may be four (4) ten (10) hour days or five (5) consecutive eight (8) hour days as approved by the Deputy Chief of Operations.

### **Section 3. Early Release**

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

- A. The release must be sanctioned and approved by the Station Officer who shall note the time of the release in the station logbook.
- B. Both employees must be in agreement of exchange.

**C.** Must be for one (1) hour or less (earlier may be approved in accordance with Article 22).

**D.** Fifth (5<sup>th</sup>) occurrence or higher sick leave disincentives have not been applied.



## ARTICLE 21 – OVERTIME

**Section 1.** All work performed outside of the employee's regular work ~~day~~week shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's straight time rate of pay, except as otherwise provided in this Article. Leave time shall not be counted as time worked for the purposes of this calculation.

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

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

**Section 4.** Communications employees shall not be assigned to work more than sixteen (16) consecutive hours. All hours worked in excess of the employee's normal shift shall be paid at time and one half, unless otherwise stipulated within this collective bargaining agreement.

### **Section 5.**

A. Overtime distribution for Communication employees shall first be determined by volunteers, in seniority, on the off-going shift, on a rotation basis, provided, that employees who have gone out of pay status at any time during the same pay cycle, shall not be called for overtime. Thereafter, the County may call absent employees for volunteers. If there are no volunteers, employees on the off-going shift shall be held over by reverse seniority on a rotational basis.

B. For operational employees, overtime shall be issued in accordance with the department's overtime policy, #I-54, ~~which may be amended by agreement between the Fire Rescue Administration and the Union President~~ as may be amended from time to time.

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

**Section 7.** Compensatory time may be offered to the Bureau of Safety Services, Support Services, Training and Safety Division, Trauma Hawk, Fire Operations Officer, Honor Guard/Pipes and Drums employees, communicator III, communications supervisor, communications center quality assurance manager and communications center training supervisor/coordinator in lieu of overtime pay, subject to the following situations:

- A. The Fire Rescue Administrator shall have the option of offering compensatory time in lieu of overtime pay at a minimum rate of time and one-half (1/2).
- B. Once offered, an employee shall have the option of receiving compensatory time in lieu of overtime pay.
- C. There shall be a maximum accrual of eighty (80) hours for all employees. Any time in excess of this shall be paid at the appropriate rate of pay for the hours worked.
- D. If an employee is permanently separated from the County, the employees shall be compensated for any unused compensatory time at either of the following rates, whichever is higher:
  - 1. The average rate earned over the last three (3) years.
  - 2. The final regular rate received by such employee.

E. The Fire Rescue Administrator or his designee reserves the right to offer to cover events outside the normal duty hours as comp time only when advertised as such prior to the event. Such comp time shall be accrued at time and one-half (1½).

**Section 8. Special Event Pay.**

Employees shall be compensated at a rate of twenty six dollars and fifty cents (\$26.50) per hour for all hours worked during a Special Event that falls under the following criteria:

- A. It is the employee's sole option to work or not work the event; and
- B. The County has a contract with the separate employer for whom the service is being performed; and

- C. The separate employer compensates the County for hours worked by the employee as well as administrative fees as applicable; and
- D. The event is not covered during the employees normal working hours; and
- E. Hours worked for the Special Event shall not be combined with regular hours worked by the employee for the purposes overtime compensation.

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

## ARTICLE 22 – EXCHANGE OF TIME

**Section 1.** Shift employees (including Communications employees and Mechanics) may exchange shifts, or parts of shifts, with another employee of at least the same classification and assignment subject to forty-eight (48) hours advance notice (twenty-four (24) hours for Communications employees) and approval by the District Chief or designee of each of the exchanging employees. Such approval shall not be granted more than sixty (60) days in advance of the exchange. For non-twenty-four (24) hour shift employees, approval must be obtained from the supervisor, or designee, in charge of scheduling. Less advance notice may be accepted at the discretion of the immediate supervisor, for extenuating circumstances. District Chiefs may exchange a shift, or part of a shift, with an employee of the same rank or an employee on the final district chief promotional register with the approval of the Battalion Chief. Communications Supervisors may exchange with another Supervisor or a Communicator III with the approval of the Alarm Office Manager. The approval shall be based on the employees who are scheduled to work on the date and time of the exchange. Upon approval, the Alarm Office Manager, shall designate the acting Supervisor for that shift. The approval and designation shall be determined by past experience and performance in an acting Supervisors position.

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

**Section 3.** Exchange of time shall be requested in accordance with the Department’s policy ~~for the use of the FRHR computer system~~ and shall be subject to approval by the immediate supervisors affected.

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

**Section 5.** Communications employees shall not exchange shifts, which result in the employee working more than sixteen (16) consecutive hours or more than forty (40) hours in

any seventy-two (72) hour period of time. A Communication employee who exchanges time with another Communication employee who is in on-call status, shall assume all on-call status responsibilities and obligations.

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

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

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

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

## ARTICLE 23 – CALL BACK

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

**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 and contiguous to the normal work schedule for intubation training, promotional testing relief, ARFF annual burn and any other mutually agreed upon event by the Fire Rescue Administrator and the Union President.

~~**Section 3.** Employees scheduled to work anticipated overtime which is not cancelled twelve (12) hours in advance shall receive a minimum three (3) hours overtime.~~

**Section 43.** For ARFF employees who are on duty the day of the annual training burn and prescheduled to participate out of the area for 12 hours or more for the training will, upon returning from the training, be released from duty for the remainder of the shift with pay.

## ARTICLE 24 – INCENTIVE PAY

### Section 1.

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

#### **I. Department Protocoled Paramedics**

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

Protocoled by the Medical Director according to the following standards:

- a. Successfully complete Paramedic school;
- b. Successfully complete the Department's protocol test;
- c. Successfully complete ACLS;
- d. Successfully complete up to four (4) months of ride time assigned to an ALS/rescue. (May be reduced or increased at the discretion of the Medical Director).
- e. Ride twenty-four (24) hours every six (6) months on an ALS rescue. If the employee is required to ride, not as a matter of staffing, the employee must ride with another Paramedic.
- f. In the event that a Paramedic, who is not assigned, elects not to accept paramedic incentive pay, that employee shall be excluded from functioning as a Paramedic under the Medical Director's authority. Once dropped, an employee shall not be eligible for incentive pay for twelve (12) months.

~~II. Certified Inspectors~~

~~(Not assigned to Fire Prevention Bureau) \$600.00~~

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

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

**III. EMS District, ARFF and Special Operations Captains**

EMS District, ARFF and Special Operations Captains shall receive six (6%) percent training incentive on their base pay. The additional one (1%) percent shall be effective April 1, 2009 and shall not be applied to red circled employees.

~~IV. Proctoring Paramedics~~

~~One paramedic on the rescue units not staffed with a Lieutenant or qualified step-up Lieutenant shall receive a two (2%) percent increase to their base pay for hours spent proctoring EMT students, Paramedic students and probationary Paramedics. Upon the filling of all Lieutenant positions, proctoring paramedics incentive pay will no longer be paid and this section shall be deleted.~~

**VIII. Communications Employees**

Effective October 1, 2008, existing communications employees who obtain an Emergency 911 Dispatch Certification (208 Hour Program) shall receive Two Hundred Fifty (\$250.00) Dollars annually and shall be paid in the first pay period ending in December.

Communications employees who complete a minimum of fifty (50) hours of Department approved continuing education within a two (2) year period shall be eligible for incentive pay of \$500.00 annually, paid in two equal installments. The two equal



installments shall be paid in advance for the following months, to be paid in the first pay period ending in December and May.

**VI. Staff Captains**

~~Effective April 1, 2009, p~~Personnel assigned as Staff Captains shall receive one (1%) percent incentive pay.

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

## ARTICLE 25 – EDUCATION

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

For the purpose of reimbursement of employee’s tuitions, the cap shall be based on the date of course completion, regardless of fiscal year in which it is reimbursed. It shall be the responsibility of Palm Beach County Fire Rescue to track these caps in accordance with the policies referenced in the article.

## ARTICLE 26 – CERTIFICATION

### Section 1. EMT Certification

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

### Section 2. Promotions

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

### Section 3. Fire Safety Inspector

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

### Section 4. Recertification

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

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

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

### **Section 5. Paramedic Sponsorship**

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

### **Section 6. Live Fire Adjunct Instructors (LFAT)**

All Captains, District Captains, and District Chiefs, shall be required to certify and maintain the (LFAT) certificate within three (3) years of the effective date of this agreement. The Department shall offer this training to all effected employees on duty.

### **Section 7. Retiring District Chiefs**

District Chiefs within two (2) years of retirement, shall not be required to maintain Florida Minimum Fire Inspector.

### **Section 8. Firefighter**

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

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

**ARTICLE 27 – UNIFORMS**

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

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

**OPERATIONS:**

- 1 class A-shirt
- 2 Polo shirts
- 4 pair of pants
- 1 cap
- 1 belt with buckle
- 1 pair shoes/boots
- 2 jump suits
- 1 windbreaker
- 1 Department badge
- 5 T-shirts
- 3 pr. Gym Shorts

**NON-24 HOUR EMPLOYEES:**

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

**SUPPORT SERVICES:**

- 5 Polo shirts
- 1 cap
- 1 belt with buckle
- 1 pair shoes/boots
- 3 T-shirts, 1 jumpsuit
- 1 windbreaker

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

- 1 coat
- 1 pair of pants
- 1 helmet
- 1 pair of boots

- 1 pair of gloves
- 1 set of suspenders
- 1 PBI hood
- 1 OSHA approved hearing protection device (to be made available to all employees)

The County shall provide the appropriate personal safety equipment to newly promoted employees including collar emblems/insignias as required.

**C. Replacement of Items** – The County shall replace any of the items in Paragraph B, as necessary, upon approval of the District Chief (or Battalion Chief in the case of District Chiefs); provided that the County is not required to replace such items at any time if loss or damage is due to the fault of the employee. Except for employees receiving uniform rental service, on October 1 of each year, there shall be a uniform credit with the selected vendor of ~~four~~two hundred (\$~~4~~200.00) dollars to be used for the purchase of items as approved above. In lieu of a uniform credit, the Union officer relieved from duty pursuant to Article 4, Section 5, shall receive a four hundred (\$400.00) dollar payment on or about October 1 of each year.

**D. Footwear** – As a part of the daily uniform and on any call not requiring bunker gear employees shall be permitted to wear black shoes/black boots provided that they enclose the entire foot. In the event that the County deems it necessary to provide footwear to any of the specialty fields the same footwear shall be made available to all employees at the same cost as the County is paying, to be worn in accordance with the Department Uniform Policy.

**E. Polo Shirts (Class D) Uniforms** – As a part of the daily uniform and on all emergency calls, Polo shirts shall be worn.

**F. District Chiefs and District Captains** are to wear complete Class AC (white uniform shirt, etc.) uniform whenever operating within public view, except that during weekends, and after 1700 hours they may wear Polo shirts around the station and on calls.

~~**Section 2. Clothing Maintenance Allowance**~~

~~—The County shall pay one hundred (\$100.00) dollars per year to all Firefighters, Driver Operators, Lieutenants, Captains, ARFF Captains, Special Operations Captains, EMS~~

~~Captains, Staff Captains, District Chiefs, Bureau of Safety Services, Communicator III, Communications Center Quality Assurance Manager, Alarm Office Manager, Communications Center Training Supervisor and Communicator Supervisors as a clothing maintenance allowance, payable the first pay period ending in January.~~

**Section 32. Non-Twenty-Four (24) Hour Shift Employees** (excluding Flight Medics)

**A. Support Services**

The County shall provide a uniform rental service for employees in the Apparatus Maintenance Division, Electronic Technicians, Materials Manager, Inventory Specialists, Support Services Drivers and Facility Technicians, as well as offering a credit of One hundred-fifty (\$150.00) dollars to be used at the designated uniform vendor. In addition, the County shall initially provide Support Services personnel with one pair of safety-toe boots which will be replaced on an as needed basis.

**B. Fire Prevention, Public Education, Dispatch and Training** – The County shall designate a provide vendor for the purchase of approved items.

**Section 43.** The Fire Rescue Administrator or his or her designee retains the full authority to determine when uniform/equipment shall be replaced and to set specifications for all uniform equipment.

**Section 54. Employer Responsibility**

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

**Section 65. Employee Responsibility**

Employee shall be required to maintain a Class A, B, C, and D uniform in accordance with the Department policies. Employees have a responsibility to use the uniform credit to maintain their uniforms in a condition which presents a professional appearance to the public, in accordance with Policy #1-2 ~~dated June 1, 2006, and as may be amended by~~



~~agreement between the Fire Rescue Administrator and the Union President.~~ Upon termination of employment the employee shall be responsible for returning all bunker gear, badge, and Department I.D. provided, however, that employees who retire with ten (10) years or more of service may keep their helmet and badge.

**Section 76. Dress Uniforms**

~~Once a year the department will give employees the opportunity to participate in the department's Dress Uniform Cost-Sharing Program. This program only applies to the PBCFR Dress Uniform Contract developed by the Union and the County, which can only be modified or changed if both the Union President and the Fire Rescue Administrator agree.~~  
Over the duration of this agreement, the Department will provide Dress (Class A) uniforms for all employees who have not previously received these uniforms. Additionally, the department will provide Class A uniforms to all new employees once they successfully complete their probation.

**ARTICLE 28 – VACATIONS**

**Section 1. Amount of Vacation**

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

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

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

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

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

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

C. When an employee is out of pay status, the employee shall receive accruals pro-rated to reflect the hours during which the employee was in pay status, including all paid leave (sick leave, holidays, funeral leave, jury duty and disability leave), calculated on the basis of the pay period.

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

## **Section 2. Vacation Scheduling**

### **A. Twenty-Four (24) Hour Shift Employees**

1. Vacations shall be scheduled from the beginning of the first Kelly Day cycle that starts after December 31<sup>st</sup> of any given year until the end of the Kelly day cycle that includes December 31<sup>st</sup>, 1 (one) year later. The department shall make known the exact starting and ending dates, for the vacation cycle, each year prior to vacation picks. The County shall determine the number of employees who can be off on vacation at any time throughout the year by using the following methods based on the maximum possible number of vacation days earned annually. The total number of battalion personnel shall be multiplied by twelve (12). This number is then divided by the total number of shifts within the annual vacation cycle (excluding Kelly Days) and then rounded up to next whole number if  $\geq .5$  (example: total battalion personnel times 12, divided by 121, rounded up to next whole number if  $\geq .5$ ). Employees may not schedule vacation time off in excess of their anticipated available accruals including existing banks.
2. In October of each year, the County will advise how many shift employees may be scheduled off for vacation during the next cycle of vacation selections beginning in January per shift, per Battalion and by Captains (grand-fathered), Captains, Lieutenants, Firefighters, Driver Operators, and Paramedics. The number of shift employees within a battalion of one (1) to four (4) stations (including the special operations battalion) if requested shall be at least one (1) Captain, one (1) Driver Operator, one (1) Lieutenant and one (1) Paramedic; not to exceed the total number of shift employees as determined by the above method. The number of shift employees within a battalion of five (5) to eleven (11) stations if requested shall include per battalion (except special operations), at least, ~~two~~ one (21) Captains, ~~two~~ one (21) Driver Operators, two (2) Lieutenants and two (2) Paramedics; not to exceed the total number of shift employees as determined by the above method. The number of shift employees within a battalion of twelve (12) or more stations, if requested, shall include per battalion

(except Special Operations) at least, three (3) Captains, three (3) Driver Operators, three (3) Lieutenants and three (3) Paramedics not to exceed the total number of shift employees as determined by the above method. ~~For the duration of this Agreement, Battalion 3, if requested, shall include per battalion (except Special Operations), at least three (3) Captains, three (3) Driver Operators, three (3) Lieutenants and three (3) Paramedics; not to exceed the total number of shift employees as determined by the above method.~~ All District Chiefs, EMS District Captains and Special Operations personnel shall select vacation on a Department-wide basis. Personnel assigned to the Specialty Battalion Group shall pick among the Battalion.

3. Following the annual bid process and Kelly Day selections, shift employees shall select vacation periods by seniority (as defined in the CBA) on a per shift, per Battalion basis. All District Chiefs, EMS District Captains, and Special Operations personnel shall select vacation on a department-wide basis. Vacation selection shall be made in three (3) rounds. When an employee has a scheduled and approved first and/or second round vacation selection(s) and is out of work during that scheduled time for other reasons such as worker's compensation, extended leave, light duty, military leave, administrative leave and leave of absence, the vacation selection(s) shall remain frozen and unavailable to other personnel.
  - a. **First Round** – All employees (except one (1) year probationary employees) must submit requests to select a minimum of four (4) or more consecutive shifts which may include Kelly Days) within the designated 14 day vacation selection period. For one (1) year probationary employees, first round vacation limitations of four (4) or more consecutive shifts shall not apply. First round selections shall be limited to no more than ten (10) shifts, which includes Kelly Days (twenty (20) days for non-twenty-four (24) hour shift employee) provided that the Deputy Chief may approve vacation selections greater than ten (10) shifts (twenty (20) days for non-twenty-four (24) hour shift employees). Such approval shall not be unreasonably denied. No part of any approved vacation lasting eleven (11) shifts or more (including Kelly Days) may be cancelled. Approved first round vacations may only be cancelled if approved by the Deputy Chief of Operations or the designee.
  - b. **Second Round** – Employees may submit requests to schedule another single group, with a minimum of three (3) or more consecutive shifts (which may

include Kelly Days) within the designated fourteen (14) day vacation selection period and in accordance with the first round limitations. For one (1) year probationary employees, second round vacation limitations of three (3) or more consecutive shifts shall not apply. First and second round vacation awards shall be made no later than fourteen (14) days after the end of the vacation selection period.

- c. **Third Round** – On the designated A, B, and C shifts in December, the District Chief (or Division Chief in the case of the District Chief), or their designee will begin to accept requests for vacation scheduling for the upcoming year, which shall be on a first come, first serve basis. If two (2) or more requests for the same day are received on the same day, then the employee with the most seniority will receive the requested day. Employees shall be notified no later than the end of their shift following the shift in which their request was made as to whether their request has been approved or deferred. Such approval shall be based on the established needs of the service and shall not be allowed if overtime is caused or being paid during the time in question. The date of submittal of deferred time shall then constitute the date for the first come first serve basis.
4. Once approved, vacation time shall not be rescinded by management except in the event of a demotion, a major emergency (i.e., earthquake, tropical storm, hurricane, or civil emergency) or an error is made in the approval resulting in exceeding the established maximum numbers. Maximum numbers may only be exceeded by the approval of the Deputy Chief of Operations.
5. Twenty-four (24) hour shift employees may cancel or request vacation time only if at least sixty seven (67) hours notice is provided from the start ~~of the leave period~~ of the shift during which the absence will occur, including Kelly Days. All other employees may cancel or request vacation time only if requested by at least three (3) business days from the start of the leave period. Requests or cancellations, if made with less than the required notice, but prior to the start of the leave period, may be granted at the discretion of the Battalion Chief, however, no request will be unreasonably denied.
6. Emergency Leave – Employees shall be granted emergency leave as necessary, subject to the approval of the Battalion Chief, or in the absence thereof, the

District Chief (or any employee acting in either of these capacities) and such approval shall not be unreasonably denied. Once granted, emergency leave shall be charged as actual time used in quarter-hour increments. If the reason for the absence is a qualified use of sick leave, emergency leave shall be charged to the employee's sick allotment. If not, then the absence shall be charged to reserve vacation and finally vacation.

7. Vacation time may be taken in a minimum of ~~twelve~~ 12 hours and thereafter ~~hour for hour~~ in quarter-hour increments.

**B. Non-Twenty-Four (24) Hour Shift Employees** – In October of each year, the County will advise how many non-twenty-four (24) hour shift employees may be scheduled off for vacation during the year next beginning on January 1. All non twenty-four (24) hour shift employees shall select vacation in a First, Second and Third round format. For the Communications Center, on those shifts with at least three (3) employees available to work above the Department's minimum staffing, up to two (2) employees shall be allowed to be scheduled off on vacation. Should vacancies on a given shift (including those due to terminations/resignations, extended leave or Workers' Comp) occur which result in fewer than three (3) employees available to work above the Department's identified minimum staffing, only one (1) employee shall be allowed to be scheduled off on vacation, provided that any previously approved vacations shall not be cancelled due to changes in available staffing. During the month of November, these employees shall select vacation periods by seniority within classification. When selecting vacation periods during November, these employees may not select more than twenty (20) consecutive working days during the vacation year, which may be waived with the approval of the appropriate Deputy Chief but such approval shall not be unreasonably denied.

### **Section 3. Vacation Carry-Over**

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

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

On April 1 of each year all hours in excess of five hundred (\$500) not taken shall be contributed to the Union Time Pool.

**C. Non-Twenty-Four (24) Hour Shift Employees**

On April 1 of each year all hours in excess of four hundred sixteen (416) not taken shall be contributed to the Union Time Pool.

**D. Forty-two (42) Hour Employees**

On April 1 of each year all hours in excess of four hundred thirty seven (437) not taken shall be contributed to the Union Time Pool.

- E. Each employee who notified the department, prior to March 1<sup>st</sup> of a given year that they are entering the D.R.O.P. or retiring during the next 12 months, shall be exempt from the vacation cap and sweep on April 1<sup>st</sup> of that year to facilitate the maximum vacation buyout prior to entering the D.R.O.P. or retiring. If said employee does not enter the D.R.O.P. or retire during the year, they shall have their vacation time swept retroactively at the value it exceeded the cap at the time of the previous April 1<sup>st</sup> sweep that they elected to bypass. ~~For the 2006 sweep cycle the deadline for notifying the department shall be March 21<sup>st</sup>.~~ Employees may only effectively bypass the April 1<sup>st</sup> sweep once.

**Section 4. Resignations**

Employees who resign during the initial probationary period with the County shall not be entitled to pay for any accrued vacation time.

**Section 5. Transfers**

- A. If any employee requests a transfer, is demoted or accepts a promotion or assignment into a new classification, the employee's selection of vacation shall be based on the remaining days available in the Battalion, on the shift to which the employee is to be transferred. In the event of a demotion, the demoted employee's scheduled vacation time in the rank from which the employee was demoted shall be frozen until after the promoted replacement selects, afterwhich it shall be opened up in accordance with this agreement.

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



**ARTICLE 29 – HOLIDAYS**

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

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

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

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

- A. Twenty-four (24) hour shift employees shall work the observed holidays as part of their regular tour of duty.
  
- B. Twenty-four (24) hour shift employees, except District Chiefs, shall receive eleven (11) hours holiday leave for each of the holidays identified in Section 1 of this Article, excluding New Years Day, Memorial Day, Fourth of July and Labor Day, ~~whether or not the employee works the holiday~~ if the employee works the majority of the holiday. District Chiefs shall receive eleven (11) hours holiday leave for each of the holidays identified in Section 1 of this Article if the District Chief works the majority of the holiday. If a District Chief is retiring within the pay period during which a holiday falls, then the District Chief holiday accrual will be considered available upon the completion of the shift in which it was earned. It is the District Chief's responsibility to notify payroll of this situation and request this variance.

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

**Section 3. Communications Employees**

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

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

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

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

~~**Section 7.** Employees on leave due to job-related disability shall not qualify for the accrual of holiday benefits provided, however, that they shall accrue benefits during the first thirty (30) days of any such leave.~~

| **Section 87.** On the pay period ending nearest January 1 of each year, the County shall contribute an amount equal to seven (7) hours per Bargaining Unit position to the Union Time Pool.

## ARTICLE 30 – FUNERAL LEAVE

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

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

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

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

### Section 3. Immediate Family

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

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

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

## **ARTICLE 31 – COURT TIME**

Employees who are required to make off-duty appearances as a subpoenaed witness in any court, administrative proceeding or deposition involving or arising out of the employee's duties, but not in which the employee is utilized as an expert witness, will be compensated for the appearance at the rate of time and one-half (1.5) the employee's regular straight-time rate for the time actually spent, provided that a minimum of two (2) hours time will be paid and the standard County per mile travel expense allowed will be paid in order to offset the employee's automobile expenses; provided that any mileage and witness fees received by the employee will be endorsed over to the County. Transportation to and from such appearances is the sole responsibility of the employee. Off-duty employees subpoenaed by the Union to attend arbitration shall not qualify under this Article.

## ARTICLE 32 – JURY DUTY

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

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

**ARTICLE 33 – INSURANCE**

**Section 1. Establishment of Union Plan**

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

**Section 2. Information**

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

**Section 3. Indemnification**

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

**Section 4. County Contributions**

The County shall contributed to the Fund, the following amounts, per pay period, on behalf of all bargaining unit employees and all participating non-bargaining unit employees:

	<b>Monthly</b>	<b>Per Pay Period</b>
January 1, 2009	\$984.57	\$454.42
January 1, 2010	\$1,053.49	\$486.23
January 1, 2011	\$1,127.23	\$520.26

Effective October 1, 2011, the County’s contribution to the fund shall be reduced by three (3%) percent.

~~County contributions made on and after January 1, 2009, will be the amounts shown above or amounts based on the weighted monthly average County contribution given to general County employees for the corresponding period, whichever is greater. For example, if the weighted average monthly County contribution for general employees commencing in January 2009, is \$997.00 per month, the County's monthly contribution to the Fund for participating employees would increase from \$984.57 to \$997.00 per month.~~

#### **Section 5. Cafeteria Plan**

- A. There shall be a Cafeteria Plan maintained by the Union which meets the requirements of Section 125 of the Internal Revenue Code by which employees may elect to reduce their salaries to pay for health insurance premiums for themselves and their dependents, and other qualified benefits allowable by the Internal Revenue Code that are provided by the Union Plan.
- B. The County shall make payroll deductions as authorized by the employees and remit the money to the Union Plan Trustees for administration of the Cafeteria Plan. Forfeitures as denied in the Cafeteria Plan shall be retained by the Union Plan Trustees and applied to pay the administrative costs of the Cafeteria Plan. Forfeitures over and above the administrative code shall be retained by the Trustees of the Union Plan and half remitted annually to the County. The Trustees of the Union Plan, or an administrator retained by the Trustees, shall render, if applicable, an annual report on the Cafeteria's Plan administration and expenses to the County.

#### **Section 6. Bi-weekly Payment**

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

#### **Section 7. Employee Contributions**

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



**Section 8. EAP Coordinator**

There shall be an annual contribution in the amount of ten thousand (\$10,000.00) dollars made to the Union Plan, in order to supplement the cost of the Employee's Assistance Program provided by the Union Plan. This payment shall be made upon receipts, by the County, of an invoice from the fund for this amount. The Fire Department EAP Coordinator shall be selected by, and under the direction of, the Wellness Steering Committee.

**Section 9.**

The County shall pay the cost of employee physicals. The County will reimburse the Fund on a monthly basis towards the cost of physicals incurred each month within thirty (30) days of receipt of invoice from the Fund. The Union Plan shall be entitled to any interest earned on the funds contributed by the County for medical physicals in order to offset any claims, administrative fees or other component of the Wellness Program.

**Section 10. Other Insurances**

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

**Section 11. Continuation of Insurance**

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

## ARTICLE 34 – PENSION

**Section 1.** The county shall continue to contribute the ~~full-cost~~employer's contributions for providing benefits under the Florida Retirement System (FRS).

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

## ARTICLE 35 – DOCUMENTS

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

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

### **Section 2.** **Department Manual**

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

### **Section 3.** **Other Copies**

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

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

## ARTICLE 36 – USE OF PERSONAL VEHICLES

### Section 1.

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

### Section 2.

~~———— In lieu of the two hundred (\$200.00) dollar travel stipend in October 2008, the Department shall purchase “traditional style” fire helmets, which shall initially be the Cairns Defender 1044. On the first pay period beginning after October 1, 2009, and each October 1, thereafter, the County shall pay all Operations employees, except for District Chiefs the sum of two hundred (\$200.00) dollars as a travel stipend.~~

### Section 32.

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

## **ARTICLE 37 – VOTING**

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

## **ARTICLE 38 – STATION CONDITIONS**

### **Section 1.**

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

### **Section 2.**

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

### **ARTICLE 39 – LABOR RELATIONS COMMITTEE**

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

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

**ARTICLE 40 – REPLACEMENT OF PERSONAL PROPERTY**

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



## **ARTICLE 41 – EMPLOYEE BENEFITS**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

**ARTICLE 42 – SAVINGS CLAUSE**

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

## **ARTICLE 43 – DURATION OF AGREEMENT**

It is understood by and between the parties that this Agreement and any side agreements executed by the parties constitutes the entire agreement between the parties and shall be effective October 1, 20~~08~~11, and shall continue until September 30, 20~~11~~12, unless otherwise provided in any specific article. This Agreement shall be automatically renewed annually provided, however, that either party may give written notice by March 1, 2011, of its intention to renegotiate the Agreement or specific Articles of Agreement. Such written notice shall include an enumeration of the items to be renegotiated and only those articles shall be renegotiated. Any party providing such notice must thereafter provide written proposals on all articles it identified in the notice and up to two (2) other articles by April 15<sup>th</sup>. If a mutually satisfactory agreement is not reached within an appropriate time period, all disputed matters shall be resolved in accordance with Florida Statutes, Chapter 447. All pre-existing Letter of Understanding's (LOU's), Memorandum of Understanding's (MOU's), and side agreements expire on the effective date of this agreement unless indicated herein.

**ARTICLE 44 – EMPLOYEE BILL OF RIGHTS**

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

## **ARTICLE 45 – WELLNESS PROGRAM**

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

1. Fire Department Physician
2. Medical Physical Program
3. Drug Screening
4. Physical Fitness Program/Incumbent Physicals
5. Employee Assistance Program/CISM
6. Sick Leave
7. Leaves of Absence/Blood Donor
8. Communicable Diseases
9. Disability

### **Section 1. Fire Department Physician**

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

4. Confidentiality Policy
5. Termination of Agreement Provision

**Section 2. Medical Physicals**

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

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

- D. All combat personnel shall be responsible for scheduling and completing the medical examination and Physician Fitness Evaluation (PFE) on their own time. All employees shall have their medical physical and Physical Fitness Evaluation (PFE) completed no earlier than one month prior to the month preceding their birth date, and no later

than the last day of the month of their birth date. Failure to complete the medical examination and Physical Fitness Evaluation (PFE) during this time frame ~~may~~ shall result in the employee being placed on unpaid administrative leave, unless prior authorization has been granted by the Fire Rescue Administrator, until such time as the process is complete. In order to compensate combat personnel for off duty participation in completing the medical physical and physical fitness evaluation, and to encourage increased awareness and improvement in overall physical fitness, all combat personnel shall receive a lump sum in the amount of fifty (\$50.00) dollars in the pay period following verification of completion of their medical physical and PFE by the Wellness Coordinator. Employees must complete the medical physical and achieve a minimum PFE rating of "fit" to receive the fifty (\$50.00) dollars payment, however, those employees achieving a PFE rating of "excellent" shall receive a lump sum payment of one hundred (\$100.00) dollars.

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

### **Section 3. Drug Testing**

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

### **Section 4. Physical Fitness**

- A. ~~The Steering Committee shall establish a physical fitness program to enable employees to develop and maintain an appropriate level of fitness to safely perform their assigned functions.~~ Fire Rescue Administration and Local 2928 support the concept that physical fitness is an essential job element of the fire service. All employees are expected to maintain a minimum level of fitness to ensure safe and effective delivery of fire rescue services.
- B. All employees shall complete a physical fitness evaluation (PFE), administered by the Fire Rescue Exercise Physiologist, on an annual basis following their medical examination. The PFE will be based on ~~the MicroFit program~~ACSM guidelines for Fitness Prescription, administered in accordance with Policy #VII-2, and may be amended by agreement between the Fire Rescue Administrator and the Union President. All operational personnel will be required to participate in all elements of the PFE. On a temporary basis, employees may be granted exceptions to participation in no more than two (2) individual elements of the PFE by the Fire Department Physician, the Occupational Health Clinic or their personal physician. Required to complete a functional capacity test, administered by Risk Management, prior to returning to full duty. In such cases, said exceptions must be in writing, and the scoring of the PFE shall be adjusted to include just the elements completed. Employees who are on light duty with a documented injury, which temporarily prevents them from completing any or all elements of the PFE, shall be required to complete the PFE upon release to full duty.

Personnel who score less than a "Fit" rating on the PFE, or who cannot complete three (3) or more of the individual elements of the PFE, shall receive mandatory exercise guidance and dietary counseling from the Wellness Coordinator. Said employees will be retested after no more than ninety (90) days. Personnel who score less than a "Fit" rating on a PFE retest, or who cannot complete three (3) or more of the individual elements of the PFE will be required to complete a functional capacity test, administered by Risk Management, prior to returning to full duty. After which, an employee who is unable to return to full duty; will be assigned to light duty on a 40-hour work week, and will be subject to mandatory participation in a supervised exercise program. Said employees may remain on light duty on a 40-hour workweek until ~~a rating of "Fit" is achieved on a PFE retest~~successful completion of the functional capacity test.



- C. Employees will be required to complete a physical fitness assessment as part of a medical examination prior to returning to full duty from any injury, illness, or other extended leave greater than six (6) months.
- D. Physical fitness assessments shall take place at the Fire Rescue Fitness Center, unless otherwise indicated.
- E. Fire Rescue shall designate a physical fitness area in all permanent fire stations.
- F. Fire Rescue shall provide all permanent fire station locations with a standard complement of exercise equipment as specified by the Steering Committee.
- G. Any station, which has physical training facilities within its first response zone, may be permitted to participate in physical activities at such facilities upon approval of the ~~District~~Battalion Chief.
- G.H. There shall be an incumbent physical assessment developed, in accordance with a job task analysis, to be administered to all employees. No employee shall be removed from assignments solely on the basis of this assessment until October 1, 2013.

## **Section 5. Employee Assistance Program**

- A. The Wellness Steering Committee shall select an EAP Coordinator to direct the Employee Assistance Program and assist Fire Rescue employees with personal problems that may affect their well being and their job performance.
- B. Once the Steering Committee has chosen a provider, there shall be a written agreement drafted, between the Union Plan and the Provider, and approved by the Wellness Steering Committee, that shall include, but not be limited to, the following provisions;
  - 1. Description of Duties
  - 2. Detailed Cost
  - 3. Term of the Agreement

4. Confidentiality Policy

5. Termination of Agreement Provision

- C. An employee who enters a program to quit smoking and who successfully completes the program by quitting smoking shall have the cost of the program reimbursed for one time only, up to a maximum of two hundred (\$200.00) dollars after they have stopped smoking for six (6) months.
- D. The County shall continue participating in a Critical Incident Stress Management Team.

**Section 6. Sick Leave**

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

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

**B. Sick Leave Banks**

All reserved vacation time shall be banked independent of regular vacation time and not subject to the vacation accrual caps. Reserve vacation time banks shall be scheduled in accordance with the provisions of Article 28 of this Agreement. However, the reserve vacation bank shall not be payable upon separation from the County. In the event of a duty-related death of a Fire-Rescue employee, that employee's Reserve Vacation Bank hours (if any exist) shall be paid on a hour for hour basis at the employee's current hourly rate. An employee's death must have

occurred while on-duty or meet the conditions outlined in Chapter 112, Florida Statutes, in order to be considered duty-related.

### C. Sick Leave Allotment

1. After the cutoff date each year, which shall be the last day in the payroll period which includes November 1, all permanent twenty-four (24) hour shift employees shall be allotted one hundred and twenty (120) hours of sick leave for the next twelve (12) months. Employees who are not on a twenty-four (24) hour shift shall receive an allotment of sick leave, which shall be proportionate to the total number of hours worked annually, when compared with the twenty-four (24) hour shift employees, according to the same time schedule.
2. Employees may use this time at one hundred (100%) percent of their current salary in accordance with Section D of this Article.
3. Employees shall not be awarded any sick leave compensation beyond one hundred twenty (120) hours during any twelve (12) month period, unless they request to use extended leave due to an illness, injury, or other circumstances consistent with Section D of this Article, and no light duty position exists for which the employee is medically able to perform. Such a request must be approved by the Fire Rescue Administrator or designee, and such approval shall not be unreasonably denied. Employees on extended leave, must provide medical updates, to the clinic, every thirty (30) days. However, employees may use their reserve vacation banks to supplement an individual, short-term absence (i.e., exceeding one (1) hour less than six (6) shifts) beyond the one hundred and twenty (120) hour allotment, until such time as their reserve vacation bank is depleted. In no case shall the employee's main vacation account be used to supplement this type of absence unless, in the sole discretion of the Fire Rescue Administrator (or designee), which shall be final, binding, and not subject to grievance or arbitration, a waiver of this provision is granted. If granted, an employee may elect to have vacation time deducted retroactively. Extended leave shall be defined as a single sick leave occurrence over one hundred twenty (120) hours. In the event of an extended leave, employees shall be awarded pay at one hundred (100%) percent of their remaining allotted hours. Starting with the sixth (6<sup>th</sup>) consecutive shift of absence, through three (3) months from the date of injury or illness, employees shall be awarded extended leave compensation at

eight five (85%) percent of their current salary. After three (3) months and through twelve (12) months of consecutive leave from the date of illness or injury, employees shall be awarded sixty-five (65%) percent of their current salary. Employees shall not be awarded any sick leave compensation exceeding twelve (12) continuous months from the time of an illness or injury; and shall have up to eighteen (18) months during which to return to work. Employees who are granted extended leave shall be placed on a forty (40) hour week, with all pay and benefits adjusted accordingly, and shall not engage in off duty employment, which is inconsistent with their work restriction during the period of leave.

4. Employees who require extended leave may use vacation time to supplement any uncompensated portion of the leave. Vacation time used to supplement any extended leave shall first be drawn from the employee's reserve vacation bank, and upon depletion of this bank, from the employee's main vacation bank.
5. Employees who are on extended leave at the time of a new sick leave allotment shall be required to use forty-eight (48) hours for proportionate amount of time for non 24-hour shift personnel) of their allotted time (120 hours) at one hundred (100%) percent of their current salary, and thereafter on a pro-rated basis until such time as they return to duty.
6. Employees must return to full duty for a minimum of ~~six (6)~~twelve (12) months from an extended leave prior to being eligible to start new extended leave compensation for the same illness or injury. Employees who return to extended leave within six (6) months of returning to full duty, for the same illness or injury, shall be awarded the remaining benefits from the previous extended leave and shall have the duration of the two (2) leaves counted accumulatively.
7. Probationary employees shall be awarded sick leave on a pro-rated basis for the remainder of the year starting after the sixth (6<sup>th</sup>) month from the date of hire. However, new probationary employees shall not be eligible for any extended leave compensation.
8. Employees who leave Fire Rescue who are in pay status at the time of departure shall be eligible to be paid out for unused allotted sick leave on a pro-rata basis as defined in this Article (this payout shall not include any of the reserve vacation hours).

#### **D. Approved Sick Leave Use**

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

1. Incapacitation due to illness or injury.
2. Attendance would jeopardize the health of co-workers due to exposure to a contagious illness/disease.
3. Prescribed medical treatment that falls on duty days.
4. Care of an immediate family member, residing with the employee for whom the employee is rendering medically related assistance, and there is no other person available to care for said individual.
5. Hospitalization of a family member.
6. \*Medical, dental or optical examination or treatment.
7. Maternity/paternity leave shall be limited to three (3) months.
8. **Pregnancy** An employee experiencing a documented high-risk pregnancy may apply for extended leave. In such instances, extended leave shall terminate upon the birth of the baby, at which time the employee may begin maternity leave in accordance with this Article. Employees may request in writing (which shall include the reason for the request) to the Fire Rescue Administrator or his designee to extend maternity leave for up to three (3) weeks by using either vacation or going into out-of-pay status. The Fire Rescue Administrator or his designee has the final approval which is not subject to the grievance process. However, in the event the employee has a doctor's note that states the employee is unable to work due to medical reasons related to birth or illness of the child; these can be grieved if unreasonably denied. If at the conclusion of maternity leave the employee is medically unable to return as a result of complications, she may start a new extended leave in accordance with the terms of this Article.

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

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

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

**E. Disincentives**

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

**NUMBER OF OCCURRENCES**

**DISINCENTIVES**

5<sup>th</sup> Occurrence

loss of early release and overtime privileges

6<sup>th</sup> Occurrence

5<sup>th</sup> occurrence disincentives, ~~loss of overtime~~; loss of bid rights, loss of step-up privileges.

7<sup>th</sup> Occurrence

6<sup>th</sup> occurrence disincentives, Special Performance Evaluation.

8<sup>th</sup> Occurrence

7<sup>th</sup> occurrence disincentives, loss of bid assignment and any corresponding assignment pay.

9<sup>th</sup> Occurrence

8<sup>th</sup> occurrence disincentives, loss of promotional ability.

10<sup>th</sup> Occurrence

9<sup>th</sup> occurrence disincentives, twenty-four (24) hour suspension.

\* Any absence under this Article shall be considered an occurrence. An occurrence shall be defined as actually working less than one-half (1/2) of the hours of the employees normal shift, or any combination of occasions of sick leave utilization which, when combined, total one-half (1/2) of the employees normal shift, with or without an excuse (i.e., for a twenty-four (24) hour employee, four (4) occasions of three (3) hours shall equal one (1) occurrence.

\*\* Which shall be defined as twelve (12) months from the date on which the employee received the actual disincentive (i.e. a 6<sup>th</sup> occurrence comes off twelve (12) months from the date the employee received the 6<sup>th</sup> occurrence) While the disincentives stand for twelve (12) months from the date of implementation, occurrences will be on a rolling twelve (12) month calendar. Therefore, it will be possible for an employee to be on the fifth (5<sup>th</sup>) disincentive even after two (2) occurrences have dropped off.

2. ~~Effective with the November 2008, sick leave allotment,~~ Communicator IIIs and Communicator Supervisors who have depleted their sick leave bank shall, upon any additional sick leave occurrences, have the above disincentives applied, beginning with the 5<sup>th</sup> sick leave disincentive. Each November, with the new sick leave allotment, additional sick leave disincentives shall not be applied until the employee's sick leave bank has again been depleted. The number of occurrences for any employee shall be calculated using a continuous twelve (12) month period without regard to fiscal or calendar year. (Except as stated in this Article, all disincentives for a specific occurrence shall remain in effect until the occurrence for which the disincentives were imposed drops off.) Upon request of an employee, the Fire-Rescue Administrator may review and waive occurrences on a case by case basis.

## **F. Incentives**

1. After the cut-off date each year, which will be the last day in the pay period which includes November 1<sup>st</sup>, employees shall receive as a bonus, the remainder of their allotted time paid for an hour for hour basis at their current hourly rate of pay, including permanent assignments. Employees will be credited with their annual sick leave allotment beginning on the next pay period. Any sick leave taken before the cutoff date which is not processed prior to the bonus payoff will be deducted from the next year's allotment.

2. All eligible employees shall receive the sick leave bonus on the first payday in December that calendar year.

#### **G. Sick Leave Procedure**

1. It shall be the employee's responsibility to notify the Fire Operations Officer (FOO) at least thirty (30) minutes prior to the start of their shift via phone or "e-mail" with:
  - a. the reason for their absence;
  - b. the battalion, which they are assigned to;
  - c. and the name of their Supervisor.
2. Sick leave shall be awarded on an hour for hour basis, in quarter hour increments, for all employees.
3. Employees may return to work at any time after calling in sick. However, they may only return to work one time during a shift and shall notify the FOO prior to returning to work to receive their station assignment.
4. If, in the opinion of the immediate Supervisor, an employee is determined to be too ill/injured to work, the Supervisor may recommend that the employee be sent home. The first Non-Bargaining Unit Supervisor, above the immediate Supervisor of the employee in question, shall have the authority to send the employee home, based on the recommendation of the immediate Supervisor and direct observation of the employee.
5. Upon returning to work, all employees shall submit to their immediate supervisor an electronic employee leave request form which shall include an affidavit signifying that the employee's use of sick leave was consistent with this Article.
6. Any employee requesting sick leave for reasons which are not consistent with this Article shall be denied leave time and may be subject to discipline for



inappropriate use of sick leave as described in Section A-3 of the disciplinary guidelines of the Fire Rescue Department Manual.

#### ~~H. Sick Leave Board~~

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

### Section 7. Leaves of Absences/Blood Donors

#### A. Leave Without Pay

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

##### 1. Education Leave

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

##### 2. Military Leave With Pay

~~Effective October 1, 2008, a~~All employees shall be entitled to a leave of absence without loss of pay or benefits, not to exceed sixteen (16) shifts for twenty-four (24) hour shift employees, or twenty (20) working days for non-twenty-four (24) hour shift employees, in a fiscal year, for service in a military reserve unit or National Guard.

~~Effective October 1, 2008, a~~All employees serving in the military reserve or National Guard and is activated involuntarily into active duty will be entitled to the following pay and benefits:

1. The County shall supplement the military pay up to the amount that would have been paid as a base salary from the County for up to twelve (12) months.

2. The employee shall continue accruals for sick, vacation, and holiday leave time.
3. The employee shall continue to receive holiday pay.
4. If while on active duty, an employee is due for a longevity increase, step increase or ATB increase, the increase will be processed and the supplemental pay due to the employee will be recalculated.
5. Medical coverage for the employee and his/her dependents will remain in force during their active duty. If the supplemental pay is not sufficient to cover payroll deductions associated with medical coverage, the employee will have to make arrangements to pay directly to the Union Insurance Fund.

**B. Blood Donors**

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

**Section 8. Communicable Diseases**

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

**B. Communicable Disease**

**1. Presumption**

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

**2. Immunization**

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

Tetanus

Hepatitis – (Type A and B)

Rubella (for females of child bearing age)

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

## **Section 9. Disability Leave**

Definition of Permanent Disability:

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

### **A. Short Term Disability**

1. **On-The-Job Disability:** Any employee, who incurs an illness or is injured while acting within the scope of his or her employment, and whose Workers' Compensation claim has not been controverted by the County by filing a Notice of Controvert shall be entitled to disability leave with no loss in pay or benefits, except as otherwise stated in this agreement, until the employee returns to the essential duties of the employee's position; or receives a determination that the employee will not be able to return to the essential duties of the position and receives Supplemental Long Term Disability (SLTD) benefits; provided that such benefits (excluding SLTD Benefits), are limited to a maximum of two (2) years. Further provided, that if the employee returns to work and later goes out with the same illness/injury, within ~~six~~ twelve (~~6~~12) months of that employee's return to work from the initial illness/injury, that employee's time shall be cumulative with respect to the two (2) year maximum cap. If a controverted claim for Worker's Compensation is later resolved to pay Workers' Compensation benefits, than the employee shall be entitled to disability benefits under this Article, retroactively.

Disability benefits shall also be payable if a Workers' Compensation claim is not filed if the disability as provided in this Section is for seven (7) days or less.

- 2. Light Duty (On-The-Job Disability).** The County has the right to assign an employee who incurs an illness or is injured in the line of duty as provided in Section 9(A)(1) of this Article, or for any other duty-related reason as approved by the Fire Rescue Administrator, provided the employee made a request, to light duty within the Fire Rescue Department, or outside the Department if the employee agrees, so long as the employee's medical condition permits. An employee who does not wish to accept a light duty assignment under this section may use vacation and then sick leave allotment until each has been exhausted, after which, an employee who refuses light duty assignment shall not be entitled to benefits under section 6(c)(3) of this Article. This assignment shall be based on a forty (40) hour work week and may displace an employee assigned to light duty under Section 9(A)(3) of this Article. An employee who does not wish to accept a light duty assignment under this section may use vacation and then sick leave until each has been exhausted, after which, an employee who refuses a light duty assignment in the Department shall not be entitled to benefits under Section 9(A)(1) of this Article. An employee assigned to light duty shall suffer no loss in pay or benefits, provided that if the employee is working at a non-twenty-four (24) hour shift position then benefits shall accrue at the rate of non-twenty-four (24) hour shift employees covered by this Agreement, except the employee shall continue under high risk pension if the employee was under high-risk pension at the time of the injury, and if permitted by law.
- 3. Light Duty (Off-The-Job Disability).** An employee who incurs an illness or injury outside the line of duty or who cannot perform regular responsibilities due to pregnancy or other reason as approved by the Fire Rescue Administrator, may request and shall be entitled to work light duty if a position is determined by the Fire Rescue Administrator to be available, if the employee qualified for the position, and if the employee's medical condition permits. An employee working such light duty position shall be paid, and shall be entitled to benefits, as provided for that position, except the employee shall continue under the Union Insurance Plan and shall continue under high-risk pension if the employee was under high-risk pension at the time of injury, and if permitted by law.

4. **Short Term Disability (Off-The-Job).** For non-job-related illness/injuries, an employee shall have a maximum of eighteen (18) months within which to return to the essential duties of the employee's position, with or without a reasonable accommodation. The ability to perform the essential duties of a position shall be determined by the Fire Rescue Department Physician and verified by the Occupational Health Clinic. Provided, that if an employee returns to work and later goes back out with the same injury/illness, within ~~six~~twelve (6)12 months of that employees return to work from the initial illness/injury, that employees time shall be cumulative with respect to the eighteen (18) months maximum cap.

**B. Supplemental Long-Term Disability Benefits (SLTD)**

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

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

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

2. **Definition of Disability:** A Firefighter is considered disabled if the Firefighter is wholly prevented from rendering useful and efficient service as a Firefighter. A District Chief shall be considered disabled if the District Chief is wholly prevented from rendering useful and efficient service as a District Chief. A Firefighter or

District Chief is considered permanently disabled if that employee is likely to remain so disabled continuously and permanently.

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

Any claim incurred as a result of any injury, illness, or related condition for which a symptom or physical finding existed in such manner as would cause an ordinary prudent, person to seek medical advice, diagnosis, care or treatment, or for which medical advice, diagnosis, care or treatment was recommended or received, within the six (6) month period immediately prior to the employee's hire date, shall not be covered until the employee is treatment free for a period of six (6) consecutive months.

5. **Determination of Disability:** Disability as to whether an employee is "totally disabled" and "permanently disabled" shall be finally resolved by a Physician selected by the Union and the County, and shall not be submitted to the grievance and arbitration procedure established in Article 16 of this Agreement. Disputes over procedural, non-medical aspects of these determinations shall be finally resolved by the Fire Rescue Administrator and shall not be subject to grievance and arbitration in accordance with this Collective Bargaining Agreement.
6. **Benefit:** The amount of any SLTD benefit shall be determined in combination with FRS benefits (exclusive of COLAs) and Workers' Compensation wage benefits (exclusive of COLAs after separation) as follows:

- a. Employees who apply for but are not receiving Workers' Compensation or FRS benefits shall receive an SLTD benefit of seventy-five (75%) percent of the best five (5) years average pay, Average Final Compensation (AFC), as determined by the Florida Retirement System;
- b. Employees who apply for and receive FRS disability benefits shall receive a SLTD benefit that, combined with the FRS disability benefit, equals one hundred (100%) percent of the best five (5) years average pay, Average Final Compensation (AFC).
- c. Employees who apply for and receive FRS regular benefits shall receive a SLTD benefit that, combined with the FRS regular benefit, equals seventy-five (75%) percent of the best five (5) years average pay, Average Final Compensation (AFC). Employees receiving an FRS regular benefit in excess of seventy-five (75%) percent shall receive no SLTD payment from the County;
- d. Employees who apply for and receive Workers' Compensation benefits shall receive a SLTD benefit that, combined with the Workers' Compensation benefit at the time of separation, equals one-hundred (100%) percent of the best five (5) years average pay, Average Final Compensation (AFC). If Workers' Compensation benefits are discontinued, the employee shall receive a benefit in accordance with subsection (6)(a) above;
- e. For employees who enter into a Workers' Compensation settlement, once the amount of the settlement treated as wages, calculated as described below in 9(B)(8), has been exhausted, the employee shall receive a benefit in accordance with subsection 6(a) above;
- f. Employees who apply for and receive both Workers' Compensation benefits and FRS disability or regular benefits that do not equal or exceed one-hundred (100%) percent of AFC when combined, shall receive an SLTD benefit that when combined with the Workers' Compensation benefit at time of separation and the FRS benefit

shall equal one hundred (100%) percent of the best five (5) years average pay, Average Final Compensation (AFC). If Workers' Compensation benefits are discontinued, the employee shall receive a benefit in accordance with item subsection (6)(b) or (c) above. Employees receiving Workers' Compensation and FRS disability or regular benefits in excess of one-hundred (100%) percent of AFC shall receive no SLTD payment from the County.

**7. Florida Retirement System (FRS):** As a condition of receipt of supplemental benefits under this Article, all applicants must apply for FRS Disability benefits. FRS "Retirement Option 1" benefit amounts shall be used to calculate SLTD benefits, if the employee elects to receive Option 1 benefits. FRS "Retirement Option 2" benefit amounts shall be used to calculate SLTD benefits, if the employee elects to receive any option other than Option 1 benefits. For employees that elect the FRS Investment Plan, the monthly benefit that would have been received from "Retirement Option 1" under the FRS Defined Benefit Plan shall be used to determine the SLTD benefit. Employees shall be required to apply for FRS Regular benefits if they are denied FRS Disability benefits and if they are eligible to receive FRS Regular benefits without early retirement penalty. No employee shall be required to apply for FRS Regular benefits until such time as they may receive these benefits without early retirement penalty. At such time as an employee qualifies for "non-penalized" FRS regular benefits, and chooses not to apply for "non-penalized" benefits, the SLTD payment shall be recalculated using the Option 1 FRS benefit amount. If the calculation method for determining Average Final Compensation (AFC) is changed by FRS, the method used for calculating AFC for SLTD benefits shall be similarly changed. Retro-active recalculation of AFC, and SLTD benefits shall match the retro-active provisions adopted by FRS.

**8. Workers' Compensation:** All wage monies received from Palm Beach County's Worker's Compensation shall be used in the determination of the County's SLTD payment. Employees who enter into a Workers' Compensation Settlement Agreement with Palm Beach County which contains lump sum amounts designated as anything other than medical, (e.g. wages, Compensation or Indemnity), shall have thirty-five (35%) percent of this amount treated as wages. The amount of Workers' Compensation wages shall be calculated by dividing thirty-five (35%) percent of the lump sum amount by the bi-weekly



Workers' Compensation rate at the time the settlement was entered into. The resulting number of pay periods that the bi-weekly Workers' Compensation amount will be included in the determination of the SLTD payment. Once thirty-five (35%) percent of the lump sum amount has been used in the determination of the SLTD payment, the SLTD benefit shall be adjusted in accordance with 9(B)(6) above.

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

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

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

The SLTD payment shall be readjusted after 5 pay periods.

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

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

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

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

**10. Over-Payment:** Due to the impact of FRS benefits and Workers' Compensation benefits on the determination of the SLTD benefit, SLTD recipients shall promptly notify the County of any changes in Workers' Compensation or FRS benefits, other than COLAs. At the time employees apply to receive SLTD benefits, they shall be required to acknowledge the obligation to notify the County of any changes in Workers' Compensation or FRS benefits. Failure to notify the County of these changes shall obligate the recipient to repay any resulting overpayments. Overpayments resulting from retroactive FRS and Workers' Compensation lump sum payments shall be immediately paid to Palm Beach County. In the event of an overpayment the County will recoup said overpayment if the overpayment resulted from the individual's failure to notify the County of a retroaction payment from FRS or Workers' Compensation, or if the employee knew or should have known about the overpayment. Unless a recipient agrees otherwise, recipients who repay through a reduction in SLTD benefits shall not have their benefit reduced by more than \$250 per pay period or thirty-five (35%) percent of their SLTD benefit, whichever is less.

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

Employees who are offered and accept a position within Palm Beach County, shall continue to be compensated at the rate of pay of the position they held at the time of the disabling illness or injury, or the new position, whichever is greater, and shall continue to accrue special risk retirement benefits, if permitted by law. Employees who are deemed able to work by the functional capacity evaluation, and who subsequently refuse an offer of alternative employment for which they are qualified within Fire Rescue, who resign from such a position, or who are terminated for just cause from such a position, prior to eligibility for non-penalized regular retirement benefits, shall only be eligible for an SLTD benefit of sixty-five (65%) percent of AFC. An employee who accepts alternative employment, then subsequently suffers a decline in their medical condition, shall

not be precluded from reasserting entitlement to SLTD benefits provided that after re-evaluation the employee is deemed medically unable to continue working in the alternative position. Such benefits shall be calculated on the AFC of Palm Beach County Fire Rescue high risk service only.

**12. Time Frame for Application:** The County shall send a notice of the right to apply for SLTD benefits at least seventy-five (75) days prior to the expiration of the two-year Short Term Disability period. In order to facilitate the transition from Short Term Disability to SLTD, employees should apply for SLTD benefits at least sixty (60) days prior to the expiration of the 2 year short term disability period to avoid being placed in out-of-pay status. However, employees who leave employment with Fire Rescue shall be eligible to subsequently apply for SLTD benefits for a period of 45 days from the date of termination, or 45 days from the date the employee first becomes aware that they have suffered an illness or injury which is compensable under the SLTD program.

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

**14. County Long Term Disability Supplemental payments** will coincide with the Fire Rescue Payroll Periods.

### **C. Fire Academy Instructors**

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

benefits had been received from the County for the purpose of calculating and administering the benefits provided pursuant to Article 45, Section 9.

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

Employees seeking coverage under the provisions of this section must immediately inform the PBCFR class coordinator of the injury and complete a PBCFR "Employees Notification of Injury" report, in addition to fulfilling reporting and documentation requirements of Palm Beach Community College (or other vendor approved by the fire Rescue Administrator or designee).

## **ARTICLE 46 – RETIREE INSURANCE**

### **Section 1. Establishment of Local 2928 Retiree Fund.**

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

### **Section 2. County Contributions.**

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

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

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

### **Section 4. Survival of Benefits.**

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

**Section 5. Indemnification.**

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

## **ARTICLE 47 – BENEVOLENT FUND**

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

### **Section 1.**

Participation as a member of the Benevolent Fund shall be voluntary and shall be open to all Fire Rescue employees. Current employees, within 90 days of the announcement of the open enrollment period, shall have a one-time opportunity to become a member. New employees, within 90 days after hire, shall have a one-time opportunity to become a member. All employees shall be required to complete the appropriate written election form, indicating their decision regarding membership. Membership shall be in accordance with the By-laws established for the Benevolent Fund.

### **Section 2.**

The County shall make a one-time donation of 500 hours to the Benevolent Fund and Local 2928 shall make a one-time donation of 750 hours from the Union Time Pool. Members of the Benevolent Fund shall be required to donate 13 hours of vacation time annually. This shall be deducted from the employee's vacation balance the pay period immediately following the holiday accrual for Presidents' Day, per Article 29, Section 2 B. The County shall not be obligated to contribute time for employees that do not have sufficient vacation balances. Members of the Benevolent Fund shall also donation five (\$5.00) dollars dues per pay period through payroll deduction. Reserve vacation shall not be utilized for Benevolent Fund donations unless the employee has exhausted all accrued vacation time.

The amount of vacation time and monetary donations may be changed in the future by amendment of the By-laws governing the Benevolent Fund. The value of vacation hours donated and used shall be equal, hour-for-hour, regardless of the hourly rate of the donor or user of time.

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

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

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

### **Section 3.**

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

### **Section 4.**

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



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement his \_\_\_\_\_  
day of \_\_\_\_\_, 2011.

**PALM BEACH COUNTY**

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

\_\_\_\_\_  
Steven B. Jerauld, Fire Rescue Administrator

\_\_\_\_\_  
Michael J. Mayo, President

\_\_\_\_\_  
Ronald J. Beesley, Deputy Chief, Operations

\_\_\_\_\_  
, Negotiator

\_\_\_\_\_  
Mike Martz, Fiscal Manager

\_\_\_\_\_  
, Negotiator

\_\_\_\_\_  
Jeff P. Collins, Deputy Chief, BOSS

\_\_\_\_\_  
, Negotiator

\_\_\_\_\_  
Paul Blockson, Division Chief, Admin. Svc.

\_\_\_\_\_  
, Negotiator

Approved as to Form & Legal Sufficiency

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

\_\_\_\_\_  
Matthew J. Mierzwa, Jr., Esq.  
Mierzwa & Associates, P.A.

Ratified by Palm Beach County on the \_\_\_\_  
day of \_\_\_\_\_, 2011

Ratified by the Union on the \_\_\_\_  
day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Karen T. Marcus, Chair  
Board of County Commissioners

\_\_\_\_\_  
Michael J. Mayo  
President

ATTACHMENT I

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

## ***TABLE OF CONTENTS***

- A. PURPOSE AND SCOPE
- B. NO LEGAL DUTY TO TEST
- C. DEFINITIONS
- D. AUTHORITY TO TEST, TYPES OF TESTS, REFUSAL TO TEST
- E. NOTICE TO EMPLOYEES
- F. COLLECTION PROCEDURES, CHOICE OF SPECIMENT, COST OF TESTING
- G. LABORATORIES' PROCEDURES
- H. RELEASE OF RESULTS
- I. CHALLENGES TO TEST RESULTS
- J. EMPLOYEE PROTECTION
- K. EXPEDITED ARBITRATION RULES FOR REASONABLE SUSPICION CASES
- L. REHABILITATION
- M. EMPLOYEE ASSISTANCE PROGRAM
- N. CONFIDENTIALITY
- O. EDUCATION
- P. CONFLICT WITH OTHER LAWS AND/OR CBA
- Q. CONCLUSION

## DRUG TESTING ARTICLE

### **A. Purpose and Scope.**

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

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

The policy is intended to be corrective, rather than punitive, in application. Consistent with the other components of the Health & Fitness Program, emphasis shall be placed on prevention and rehabilitation. Both parties 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, or to have tested positive on any of the tests in this policy, shall be given ~~an~~one opportunity for rehabilitation before discipline is imposed.

### **B. No Legal Duty to Test.**

All drug testing conducted by Palm Beach County shall be in conformity with the standards established in this Article and all applicable rules promulgated pursuant to this Article. However, Palm Beach County shall not have a legal duty under this to request an employee or job applicant to Article undergo drug testing. ~~No testing of employees shall take effect until local drug assistance programs have been identified and jointly agreed upon by Local 2928 and Palm Beach County.~~

### **C. Definitions.**

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

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

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

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

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

- a.** Observable phenomena while at work, such as direct observation of drug use, or the physical symptoms or manifestations of being under the influence of a drug.
- b.** Significant deterioration in work performance.
- c.** Evidence that an individual has tampered with a drug test during his employment with the current employer.
- d.** Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the employer’s premises or while operating the employer’s vehicle, machinery, or equipment.

**20.** “Safety-sensitive position” means any position, including a supervisor or management position in which a drug impairment would constitute an immediate and direct threat to public health or safety, including but not limited to mechanics.

**21.** “Special risk” means employees who are required as a condition of employment to be certified under Chapter 633, Florida Statutes, or Chapter 943, Florida Statutes.

**22.** “Specimen” means a tissue or product of the human body capable of revealing the presence of alcohol and/or drugs or their metabolites.

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

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

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

“Disabling Damage” means damage that precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight



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

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

- e. Follow-up Testing – If the employee, in the course of employment, enters an employee assistance program for drug-related problems, or an alcohol and drug rehabilitation program, Palm Beach County may require the employee to submit to one drug test per quarter as a follow-up to such program for a twelve-month period thereafter.
3. Refusal to Test – If an employee refuses to submit to a test for drugs and alcohol; he/she may be disciplined, up to and including termination, for such refusal by Palm Beach County.

**E. Random Testing** – Employees will be subject to drug 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. 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. No more than 10% of those selected for random drug testing will be tested for alcohol.

**F. Injury** – An employee suffering an injury at work that results in that employee seeking medical treatment shall be subject to a drug test under this Article.

**E.G. Notice to Employees.**

1. This Article also serves as notice to all employees that a drug-testing program is being implemented. Sixty (60) days must elapse between the notice and the actual drug testing.

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

#### **F.H. Collection Procedures, Choice of Specimen, Cost of Testing**

1. An employee injured at the workplace and required to be tested, in accordance with this Article, shall be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible where specimens shall be obtained. If it is not medically feasible to move the injured employee (within eight (8) hours for alcohol testing, or thirty-two (32) hours for drug testing), specimens shall be obtained at the treating facility under the procedures set forth in this Article and transported to an approved testing laboratory.
2. No specimens shall be taken prior to the administration of emergency medical care. Once this condition has been satisfied, Palm Beach County may obtain results of any tests conducted on a specimen for the presence of alcohol or drugs only as is specifically provided in this Article.
3. Palm Beach County may test for any or all the following drugs: alcohol, amphetamines, cannabinoids, cocaine, phencyclidine, or opiates. ~~THE COMMON NAMES FOR THESE DRUGS NEED TO BE PROVIDED.~~ Drugs may be added to this list at the request of either the Union or the County. Neither party shall unreasonably deny the other party's request to add a drug to this list. Appropriate cut-off levels shall be added to Section G(4) below for any drugs added 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. Nothing in this section shall be construed to limit the discretion of a physician to determine whether drawing unrelated to the accident,

which may preclude the drawing of the necessary quantity of blood for a testing specimen. No inference or presumption of intoxication or impairment may be made in a case where a physician prevents a specimen extraction based on his or her medical expertise.

5. Cost of testing – Palm Beach County shall pay the cost of all drug tests, which it requires of employees and job applicants.
6. Collection Site – The collection site utilized by Palm Beach County must be mutually agreed upon between the County and Local 2928. In addition, Palm Beach County shall utilize a collection site designated by the approved laboratory which has all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, chain of custody procedures, temporary storage and shipping or transportation of urine and blood specimens to the approved drug testing laboratory.
7. Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen, and transportation of the specimen to the laboratory shall be in accordance with Chapter 59A-24-.005, Florida Administrative Code (1995). ~~The attached~~ A form showing the Chain of Custody Form will be used for each employee or job applicant tested. ~~[A CHAIN OF CUSTODY FORM NEEDS TO BE PROVIDED.]~~
8. Collection site personnel – A specimen for a drug test may be taken or collected solely by a physician, a physician's assistance, a registered professional nurse, or medical assistant who has the necessary training and skills for the assigned tasks.
9. Prior to any collection of a specimen, Palm Beach County shall provide a form for the employee or job applicant to provide any information he or she considers relevant to the drug test, including identification of currently or recently used prescription or non-prescription medication or other relevant medical information. Such form shall provide notice of the most common medication by brand name or common name as applicable, as well as the chemical name, which may alter or affect a drug test. The information provided shall be reviewed by the medical review officer (MRO) in interpreting any positive confirmed results. ~~The attached Medical Information Form will be used for each employee or job applicant tested.~~ ~~[THE MEDICAL INFORMATION FORM NEEDS TO BE PROVIDED.]~~

**G.I. Laboratories' Procedures**

1. No laboratory may analyze initial or confirmation drug specimens unless the laboratory is licensed by the Department of Health and Rehabilitative Services and is capable of performing such tests in accordance with Chapter 112.0455, Florida Statutes, and its attendant rules in Chapter 59A-24.006, Florida Administrative Code (1995).
2. Laboratory assistance – The approved laboratory shall provide technical assistance to the MRO or employee for the purpose of interpreting any positive confirmed test results, which could have been caused by a prescription or non-prescription medication taken, by the employee.
3. Laboratory analysis procedures – All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results shall be in accordance with Section 112.0455, Florida Statutes, and its attendant rules in Rule 59A-24.006, Florida Administrative Code (1995).
4. Initial test – The initial screen for all drugs shall use an immunoassay methodology except that the initial test for alcohol will be an enzyme oxidation methodology. The following cut-off levels, as established by NIDA (National Institute of Drug Abuse), shall be used when first screening specimens to determine whether they are positive or negative for the drugs or metabolites specifically listed below. (In the event that the following cut-off levels, as established by NIDA, are subsequently amended by legislation, the cut-off levels set forth below shall control.) All levels which meet or exceed the following shall be reported as positive and reported for confirmation testing:

Alcohol	0.08g%
Amphetamines	1000 ng/ml
Cannabinoids	100 ng/ml
Cocaine	300 ng/ml
Phencyclidine	25 ng/ml
Opiates	300 ng/ml

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

Alcohol	0.08g%
Amphetamines	500 ng/ml
Cannabinoids	15 ng/ml
Cocaine	150 ng/ml
Phencyclidine	25 ng/ml
Opiates	300 ng/ml

6. Drug testing laboratories shall retain and store all confirmed positive specimens pursuant to Chapter 112.0455, Florida Statutes, and its attendant rules as established in Chapter 59A-24.996, Florida Administrative Code (1995). The assigned laboratory shall be required to maintain any specimens under legal challenge for an indefinite period.

**H. Release of Results.**

1. Reporting results:

- a. The laboratory shall report tests results to the MRO within seven (7) business days after receipt of the specimen by the laboratory.
- b. The laboratory shall report as negative to the MRO all specimens, which are negative on the initial, test or are negative on the confirmation test. Only specimens, which are confirmed as positive on the confirmation test, shall be reported positive to an MRO for a specific drug.

- c. The laboratory shall transmit results to the MRO in a manner designed to ensure confidentiality of the information. The laboratory and MRO must ensure the security of the data transmission and restrict access to any data transmission, storage, and retrieval system.
- d. The MRO and/or the tested employee may request from the laboratory, and the laboratory shall provide, quantification of test results.
- e. The MRO will also verify that positive and negative test results were properly analyzed and handled. The MRO will have knowledge of substance abuse disorders and shall also be knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall evaluate the drug test results which are reported by the laboratory, verify the drug test results by checking the chain of custody form that the specimen was collected, transported and analyzed under proper procedures as set forth in this policy.
- f. The MRO will initially notify the employee or job applicant of a confirmed positive test result within three (3) business days of receipt of the test result from the laboratory, and determine if any alternate medical explanations caused a positive test result. This notification may be accomplished via telephone. This determination by the MRO shall include conducting a medical interview with the employee or job applicant, review of the employee's or job applicant's medical history, review of any other relevant bio-medical factors, a review of all medical records made available by the tested employee or job applicant, and an inquiry as to whether any prescription or non-prescription medications could have caused the positive test result. The MRO will provide an opportunity for the employee or job applicant to discuss the positive test result and to submit documentation of any prescription relevant to the positive test result for up to five (5) business days after notification period.
- g. The MRO will then communicate the test results of an employee or job applicant to a designated representative of Palm Beach County and the employee or job applicant. The test results shall be communicated only after the MRO has verified that the positive and/or negative test results were properly analyzed and handled and, in the case of a positive test result, the MRO has provided at least up to five (5) business days for the employee or job applicant to discuss the positive test

results and to submit documentation of any information relevant to the positive test results.

- h.** The MRO shall provide to the designated representative of Palm Beach County and the employee or job applicant a copy of the test results subject to the employee protection provision (Section J) and the confidentiality provision (Section M) of this Article.
- 2.** All records pertaining to a given specimen shall be retained by the drug testing laboratory for a minimum of five (5) years. Also, drug testing laboratories shall retain in place all confirmed positive specimens in a properly secured long-term frozen storage facility for a period of at least one year from the date of the initial testing. Within one-year period of time, an employer, employee, job applicant, or medical review officer may request in writing that the laboratory retain the specimen for an additional period of time. If no such request is received, the laboratory may discard the specimen after one year of storage. However, when notified in writing, the laboratory shall be required to maintain any specimens under administrative or legal challenge for an indefinite period.

**K.Challenges to Test Results.**

- 1.** Within five (5) business days after receipt of the positive confirmed test result from the MRO, Palm Beach County shall inform the employee, in writing via certified letter sent to the employees last known address, of the positive confirmed test result and the employee's right to explain or contest the test results. The employee must be allowed at least up to five (5) business days to submit information to Palm Beach County explaining the test results prior to the final decision by Palm Beach County.
- 2.** Within fifteen (15) calendar days from when an explanation is due, Palm Beach County must notify the employee in writing of their final decision. If the employee did not submit information explaining the test results, or if Palm Beach County deems the explanation to be unsatisfactory, Palm Beach County must include in their final decision the consequences of such results and the options available to the employee including the right to file an administrative or legal challenge. All such documentation shall be kept confidential by Palm Beach County and shall be retained by Palm Beach County for at least one (1) year.

3. An employee may challenge the testing procedures, test results, and/or consequential action taken by Palm Beach County through the grievance procedure. Grievances, unless otherwise stated, shall be immediately arbitrated under the expedited arbitration rules as set forth in Article 16, Section 4, of the current collective bargaining agreement. The grievance process will begin as soon as Palm Beach County notified the employee in writing of Palm Beach County's final decision regarding the tested employee. However, if the employee disputes whether reasonable suspicion exists, the employee may also file a grievance as specifically set forth in the employee protection provision (Section J-2).
4. When an employee does undertake an administrative or legal challenge to the results of a drug test, it shall be the employee's responsibility to notify the laboratory in writing of such challenge. After such notification, the sample shall be retained by the laboratory indefinitely until the administrative or legal challenge is settled. However, regardless of an administrative or legal challenge, all positive confirmed specimens will be retained by the laboratory for at least one year from the date of initial testing. [SECTION H-2 (RELEASE OF RESULTS)]
5. Nothing in this drug testing Article shall be construed to eliminate or diminish any rights provided to Palm Beach County employees by the collective bargaining process and the resulting collective bargaining agreements thereof.

#### **J.L. Employee Protection and Discipline.**

1. The supervisor recommending reasonable suspicion testing shall detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant testing. A copy of this documentation must be given to the employee, and Local 2928, prior to testing. The original documentation shall be kept confidential by Palm Beach County, to the extent permitted by the law.
2. If an employee disputes the supervisor's recommendation of reasonable suspicion, the employee must, nonetheless, submit to a blood/urinalysis test, as ordered by the Deputy Chief of Operations, while also filing a grievance in writing directed to the Fire Administrator within two (2) business days of the testing order. If it is unable to be satisfactorily resolved with the Fire Rescue Administrator, such a grievance shall be immediately arbitrated under the expedited arbitration rules as set forth in Section K (Expedited Arbitration for Reasonable Suspicion Cases) of this policy. Pending the



arbitrator's decision, which shall be final and finding, the blood/urinalysis sample shall be frozen, and testing by the laboratory shall be withheld. Test results will not be released to any representative of Palm Beach County unless the arbitrator confirms that the County ordered the testing based on reasonable suspicion as defined in this policy.

3. All employees may, upon request, have a Union representative present during the testing procedure; provided that the test will not be postponed for more than 60 minutes wait for a Union representative. An attempt will be made to telephone a Union representative advising of said pending tests, but in no instance will the 60 minutes waiting rule be waived.
4. Palm Beach County must place any employees who are tested for reasonable suspicion under the provisions of this Article on administrative leave with pay until a final decision is made on the tested employee by Palm Beach County.
5. Palm Beach County must place any employees whose drug test results are confirmed positive as part of their medical physical examination, or post accident test, on administrative leave with pay until a final decision is made on the tested employee by Palm Beach County.
6. Palm Beach County will not request or receive from any testing facility any information concerning the personal health, habit, or condition of the tested employee including the presence or absence of HIV antibodies in the tested employee's body fluids.
7. The drug testing laboratory may not disclose any information concerning the health and mental condition of the tested employee.
8. During the 180-day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted by Palm Beach County to have a portion of the specimen retested at the employee's expense. Such retesting must be done at another HRS-licensed laboratory, as previously specified in this Article, chosen by the employee or job applicant. The second laboratory must test at an equal or greater sensitivity level, for the drug in question, as the first laboratory. The first laboratory, which performed the test for the employer, shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of

the chain of custody during such transfer. If the split sample is shown to be negative, Palm Beach County shall reimburse the employee for all costs associated with testing the split sample.

9. Palm Beach County will not discharge, discipline, refuse to hire, discriminate against, or require rehabilitation of an employee or job applicant on the sole basis of a positive initial (EMIT) test result that has not been verified by a confirmation test.
10. Palm Beach County will not discharge, discipline, or discriminate against any employee upon the employee voluntarily seeking treatment, while under the employment of Palm Beach County, for an alcohol or drug-related problem. This provision shall not be construed to remove the rights of Palm Beach County to discipline an employee, not on the basis of a positive drug test, as a result of a subsequent positive test once one (1) treatment has been allowed.
11. Documents and records with regard to the drug testing of an employee shall not be placed in the personnel file of an employee if the employee is cleared through an administrative or legal challenge; and/or under reasonable suspicion drug testing, if the employee's test results are negative.

**K.M. Expedited Arbitration Rules for Reasonable Suspicion Cases.**

1. When an employee files a grievance alleging that the order of reasonable suspicion was improper, this drug testing grievance shall be submitted directly to arbitration. Such grievance shall be heard no later than five (5) business days after the employee files the grievance unless otherwise mutually agreed by Palm Beach County and Local 2928.
2. The arbitrator will be required to make a bench ruling at the close of the hearing, which must specifically determine whether Palm Beach County had reasonable suspicion as defined in this Article to order the drug test. An oral response will be sufficient to settle the grievance at the close of the hearing. Such oral response shall be reduced to writing for the record by the arbitrator and submitted to the parties within five (5) business days from the close of the hearing.
3. Palm Beach County and Local 2928 shall jointly establish a list which will be defined as an expedited labor arbitration panel for reasonable suspicion drug testing.

4. The panel of labor arbitrators will be comprised of ten (10) persons and shall be selected by alternately striking from a panel of at least twenty-five (25) arbitrators as forwarded by the American Arbitration Association. The list shall be put in random order as selected by the parties after a coin toss to determine the first selector.
5. If an arbitrator has no dates available within the time frame set forth in this policy, the next arbitrator on the list will be called. An arbitrator, upon rendering a decision, shall be placed in the tenth position on the list.

#### **4.N. Rehabilitation**

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

3. If the employee fails to enter or complete the program, the employee may be subject to discipline up to and including termination.
4. ~~If an employee is confirmed to have tested positive for alcohol/substance abuse on a second occurrence, the employee may be given one last opportunity for rehabilitation without disciplinary action being imposed, at the discretion of the Fire Rescue Administrator. If, in the discretion of the Fire Rescue Administrator, a second rehabilitation is not granted that employee shall be subject to discipline, up to and including termination.~~ Any reoccurrence of alcohol/substance abuse, which is verified by a confirmed positive test thereafter, shall be grounds for discipline, up to and including termination, with no further opportunity for rehabilitation.

#### **M.O. Employee Assistance Program**

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

#### **N.P. Confidentiality.**

1. All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced by Palm Beach County through this Article are confidential communications to the extent allowed by the law.
2. Palm Beach County, the assigned laboratory, the Medical Review Officers (MROs), the employee assistance programs, the drug and alcohol rehabilitation programs and their respective agents who receive or have access to this information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntary by the person treated, unless such release is compelled by a Arbitrator or a court of competent jurisdiction pursuant to an appeal taken under this drug testing policy, or unless deemed appropriate by professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:
  - a. the name of the person who is authorized to obtain the information;
  - b. the purpose of the disclosure;

- c. the precise information to be disclosed;
  - d. the duration of the consent; and
  - e. the signature of the person authorizing release of the information.
3. Information on drug test results shall not be released or used in any criminal proceeding against the employee. Information released contrary to this Article, to the extent allowed by the law, shall be inadmissible as evidence in any such criminal proceeding.
4. Nothing herein shall be construed to prohibit Palm Beach County, an agent of Palm Beach County, or the laboratory conducting the drug test from having access to employee drug test information when consulting with legal counsel in connection with the actions brought under or related to this policy or when the information is relevant to its defense in a civil or administrator manner.

#### **E.Q. Education.**

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

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

1. Any specific reference in this policy to Section 112.0455, Florida Statutes, and Chapter 59A-24, Florida Administrative Code, is hereby incorporate by reference only to the extent that there is not a conflict with other provisions in this policy. The specific provisions of the drug testing policy shall control over any conflict with any references in Chapter 112.0455, Florida Statutes, and Chapter 59A-24, Florida Administrative Code (1995).
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 statues.
3. This drug testing policy is in no way intended to diminish, waive , or supersede any rights provided to employees under a collective bargaining agreement. The employee also has the right to challenge the results of any drugs or alcohol tests and any discipline imposed due to the provisions of this drug testing policy in the same manner that any other employer action can be grieved under the terms of the collective bargaining agreement.

**Q.S. Conclusion.**

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