

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF BOYNTON BEACH, FLORIDA
AND
BOYNTON BEACH ASSOCIATION OF FIRE FIGHTERS FLORIDA LOCAL 1891
OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, CLC
October 1, 2022 through September 30, 2025



Ratified by the Union: _____

Ratified by the Commission: _____

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This Agreement is entered into by the City of Boynton Beach, a municipal corporation (hereinafter referred to as the "City,") and the Boynton Beach Fire Fighters and Paramedics, Local 1891, of the International Association of Fire Fighters, (hereinafter referred to as the "Union,") which has as its purpose: The promotion of harmonious relations between the City and the Union; for the establishment of an equitable and peaceful procedure for the resolution of differences; the prevention of interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and the establishment of an entire agreement covering hours, wages, benefits, and terms and conditions of employment applicable to bargaining unit members.

Therefore, in consideration of the mutual provisions and agreements contained in this Agreement, the City and the Union agree as follows

The City recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and terms and conditions of employment pertaining to the regular, full-time positions of Firefighter, Operator Engineer (OE), Lieutenant, Captain, and Battalion Chief, which require possession and maintenance of Florida Firefighter Certification and Florida Emergency Medical Technician Certification or Florida Paramedic Certification

- A. Neither the City nor the Union shall discriminate against any bargaining unit member in a manner prohibited by law based on race, age, religion, color, gender, gender identity or expression, sexual orientation, national origin, marital status, physical or mental disability, or any other unlawful factor.
- B. Alleged violations of this Article shall not be subject to the grievance and/or arbitration procedure established herein.
- C. No bargaining unit member shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by this Agreement, or in the exercise of any Union and/or protected concerted activities. The sole remedy for charges in Article (3)(A) is the filing of an Unfair Labor Practice (ULP).
- D. Bargaining unit members have an affirmative duty to report any discriminatory conduct to the City's Director of Human Resources and Risk Management

- A. The City will deduct, once each pay period, dues in an amount certified to be current by the Treasurer of the Union from the pay of those bargaining unit members who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the City to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement or for thirty (30) days after notification of the revocation of this authorization by the Union Treasurer. The Union will pay for this service in the form of a lump sum payment of one hundred dollars (\$100.00) per contract year.
- B. Any bargaining unit members may revoke their dues deductions to withdraw from membership by forwarding their intentions to the Union Treasurer in writing. The Union Treasurer shall be responsible for notifying the City's Finance Department of such revocation.

- A. For the purpose of allowing officers of the Union or their designees to conduct Union business and attend Union functions, a Union Time Pool is established. Each contract year the City will credit the Union Time Pool with two hundred forty (240) hours of time to be used in increments of two (2) hours or more.
- B. Between September 1st and September 15th of each contract year, four (4) hours of time shall be credited to the Union Time Pool from each union members accumulated vacation time and subsequently used permit designated Union representatives to attend Union functions. If a union member decided not to donate to the Union Time pool or chooses to donate more than four (4) hours, then that member must elect to ~~opt-out~~ do so by September 1st of each contract year using the designated form in Neogov. All donated time will be calculated and banked on an hour-to-hour basis. An accurate list of those bargaining unit members donating to this time pool shall be maintained by the Union President and the Fire Department's Administrative Payroll Associate; a copy of which will be provided to the Fire Chief. Only those bargaining unit members donating time shall be eligible to work in the absence of a Union Representative who is benefiting from this Article. It shall be the Union President's responsibility to coordinate with the Fire Chief (or Designee) the provisions of coverage and replacement of Union Representatives attending an approved function.
- C. All requests to use this time are subject to daily staffing requirements and must be submitted for approval by the Fire Chief (or Designee) at least forty-eight (48) hours in advance of the requested date of use. The on-duty Battalion Chief may consider verbal emergency requests by the Union President (or Designee). A maximum of four (4) Union Representatives may be allowed time off and each must follow departmental procedure when applying for time off using Union Time Pool hours. When scheduled use of Union Time Pool hours results in overtime for another bargaining unit member, the Union Time Pool will be charged at (drawn down by) time and one-half (1.5) so that a bargaining unit member's absence is cost neutral to the City.

The membership of the Union shall be represented by the President of the Union or by a person or persons designated in writing to the City Manager by the President of the Union. The identification of representatives shall be made each year prior to April 1st. The President of the Union, or the person or persons designated by the Union President shall have full authority to conclude a collective bargaining agreement on behalf of the Union, subject to a majority vote of those bargaining unit members voting on the question of ratification. The Union representative or representatives are the official representatives of the Union for the purpose of negotiating with the City. Such negotiations entered into with persons other than those as defined herein, regardless of their position or association with the union, shall be deemed unauthorized, and shall have no weight or authority in committing or in any way obligating the Union. It shall be the responsibility of the Union to notify the City Manager in writing of any change in the designation of the President or any certified representative of the Union.

The City shall be represented by the City Manager, or a person or persons designated in writing to the Union by the City Manager. The person designated shall have full authority to negotiate a collective bargaining agreement on behalf of the City. The City representative or representatives are the official representatives of the City for the purpose of negotiating with the Union. Negotiations entered with persons other than those as defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no authority or weight in committing or in any way obligating the City.

A. Fire Rescue Operational Rules and Regulations:

1. Bargaining unit members shall comply with all Fire Rescue Operational Rules and Regulations, including those relating to conduct and work performance. The City may abolish, adopt, or amend Operational Rules and Regulations necessary for the safe, orderly, and efficient operation of the Fire Rescue Department. A Committee on Rules and Regulations is established for the Fire Rescue Department. This Committee is comprised of six (6) members: three (3) appointed by the City and three (3) members of the Union Executive Board. This Committee shall be charged with the duty of reviewing the published and proposed Fire Rescue Operational Rules and Regulations and issuing advisory opinions to the Fire Chief. This Committee shall meet as needed.
2. Except in instances of emergency situations, in which delaying a change would result in likely harm to others or impending liability to the City as a result of the existing Rule or Regulation, the City will provide the Committee with at least fifteen (15) calendar days of prior notice, before the effective date of any changes to the department's Operational Rules and Regulations. Deviations from Operational Rules and Regulations required as a result of an emergency situation shall be reviewed by the Committee on Rules and Regulations within ninety (90) calendar days of the emergency.

B. Modification of Conditions:

1. When the City intends to make changes to City or Departmental Administrative Rules or Regulations, Policies, or Guidelines, the City will provide written notice to the Union. The notice will include a description of the change and an implementation date, which shall be no less than thirty (30) calendar days from the date of notice.
2. If the Union believes that the modification constitutes a change to wages, benefits, or terms and conditions of employment, then the Union will have fifteen (15) calendar days from the date of notice to advise the City in writing that the Union is requesting pre-implementation or post-implementation impact bargaining. Such written request shall identify with specificity the manner in which the modification affects the rights of bargaining unit members. The request shall also include three (3) dates and times when the Union is available to meet with the City to discuss/bargain the modification. When bargaining is requested, it shall begin no less than five (5) calendar days following the Union's request and shall be concluded within thirty (30) calendar days following the first bargaining session. Unless otherwise agreed to by the City and the Union during their bargaining, the implementation date of change shall take effect as initially announced by the City, subject to the Union's right to continue impact bargaining.

3. This provision is not a waiver, restraint, or limitation on the City's Management Rights, including to unilaterally determined the purpose of its departments, to set standards of services to be offered to the public, and to exercise control and discretion over its organization and operations, nor is it a waiver, restraint, or limitation on the Union's right to bargain pursuant to Chapter 447, Florida Statute

- A. Bargaining unit members are regularly scheduled to work twenty-four (24) hour shifts and may be referred to in this Agreement as “shift” members. A shift schedule for the term of this Agreement is defined as follows:
1. Forty-eight (48) work week with one (1) shift on duty and two (2) shifts off duty and with a twenty-four (24) hour Kelly Day off during a twenty-one (21) day work schedule. The shift on duty is from 7:30 a.m. (0730) to 7:30 a.m. (0730) the following day.
 2. Effective ~~Fiscal Year 2023~~ the first day of a work cycle beginning on or after January 1, 2023 average of forty-two (42) work week with one (1) shift on duty and three (3) shifts off duty with no Kelly day, or a 24/72 schedule. The shift on duty is from 7:30 a.m. (0730) to 7:30 a.m. (0730) the following day. The day of the implementation may be modified by mutual agreement between the Union President and the Fire Chief.
- B. Bargaining unit members assigned by the Fire Chief (or Designee) on a temporary basis to an alternate schedule in order to accomplish special projects or special assignments, may be placed on a forty (40) hour work week; the members payrate shall not be adjusted: however, the City will provide up to:
1. Eight (8) hours (1.6 hours per day, not to be fractionalized) of straight time in each workweek so that the members who are working forty (40) hour weekly schedule will have the opportunity to maintain forty-eight (48) hours of pay in the workweek.
 2. Effective upon full implementation of the 24/72 schedule: two (2) hours (0.4 hours per day, not to be fractionalized) of straight time in each workweek so that the members who are working forty (40) hour weekly schedule will have the opportunity to maintain forty-two (42) hours of pay in the workweek.

- A. Bargaining unit members may be needed at any time to fight fires and/or render emergency medical care, and, to do so effectively, they need to be constantly prepared. They must be ready to respond immediately to calls for service. Continual training and equipment maintenance are required to ensure that the desired response effectiveness is attained.
- B. The Union supports and participates in training, equipment maintenance, fire prevention programs, emergency medical service programs, and public education programs, which have as their goal, the increased efficiency of the City's fire protection and emergency medical service
- C. Bargaining unit members will perform routine station maintenance. Routine station maintenance is defined as any type of maintenance that is required to be done on a scheduled basis, such as window cleaning, kitchens, living facilities, vehicles, and safety equipment

- A. The City provides Fire Rescue Department personnel with uniforms, on an as-needed basis. The initial uniform allocation includes – Class “A” uniform, uniform shirts, uniform pants/shorts, ball caps, T-shirts, Belt, gym shorts, work jackets, job shirts, and patches as needed. Current placement of patches will apply.
- B. Each bargaining unit member will receive a shoe allowance in the amount of one hundred seventy-five dollars (\$175.00), less applicable taxes, in the second paycheck in January. Bargaining unit members are required to wear shoes/boots that comply with department safety and uniform guidelines set forth in a Fire Department Policy.
- C. Uniforms, excluding initial allocations, may be acquired on an "as-needed" basis through an allowance allotment system. Each fiscal year of this contract, bargaining unit members shall receive up to four hundred dollars (\$400.00) worth of uniforms, excluding shoes/boots.
- D. Initial allocations of uniforms, excluding shoes/boots, will be provided to bargaining unit members as determined necessary by the Fire Chief (or Designee).
- E. The City shall provide members of the Technical Rescue and Dive Teams with any specialized uniform(s) and personal protective equipment (PPE) needed to perform the functions of those respective teams.
- F. All Personal Protective Equipment (PPE), as outlined in the Fire Rescue Department regulations, shall be furnished as necessary to bargaining unit members by the City. The title to such equipment shall remain with the City, with the exception of a bargaining unit member who has retired, who has the option to keep his/her badges and structural helmet. If standards of fire-fighting safety equipment change, upon replacement of existing equipment, the replacement equipment will be National Fire Protection Association (NFPA) recommended. If a Firefighter needs a replacement of fire-fighting Personal Protective Equipment, (s)he shall submit such request in writing through the chain of command. The Fire Rescue Department Safety Officer shall make a determination as to the appropriateness of such replacement. Once it is determined that a replacement is needed, the City shall promptly initiate the replacement of the item. The City shall notify the bargaining unit member of the approximate time the replacement item will arrive and will notify the member if the arrival will be delayed due to extenuating circumstances.
- G. The City will arrange for the repair or replacement of a bargaining unit member's uniform or work clothing that is damaged, at no fault of the member, during the member's performance of his/her job duties. In such instances, the facts and circumstances must be documented at the time of the incident.

- H. Damage to items such as prescription optical aids and dentures are considered “injuries” through Workers’ Compensation only when the damage is shown to be part of, or in conjunction with an accident, in which the damage specifically occurred as the result of an accident in the normal course of employment. In such instances, the facts and circumstances shall be documented on a Supervisor Incident Report (SIR) with a copy to Risk@bbfl.us within forty-eight (48) hours of the incident. Otherwise, the City is not responsible for the loss or damage to a bargaining unit member’s personal property, which (s)he elects to wear, carry, bring to, or leave at work.
- I. Bargaining unit members may be responsible for expenses incurred in replacing lost, misplaced, and/or damaged safety gear and/or clothing due to personal negligence or intentional misuse, which is subject to review and recommendation to the Fire Chief by the Labor-Management Team.
- J. All Fire Rescue department-issued uniforms and equipment will be used exclusively while on duty or at scheduled departmental sanctioned events as determined by the Fire Chief.

A. Physical Evaluation:

1. Due to the importance of certification of fitness for duty, bargaining unit members are required to attend and participate in an annual occupational fitness evaluation as scheduled, which is conducted in accordance with the standards set forth in the most current edition of N.F.P.A. 1582 and as adapted and approved by the Labor-Management Team. Bargaining unit members will schedule this annual occupational exam on a seniority basis through the Fire Department's designated Administrative personnel. This annual evaluation is mandatory. The evaluation is performed off duty with compensation equaling three (3) hours at a rate of one and a half (1.5) times the bargaining unit member's hourly rate of pay.
2. It is the responsibility of the bargaining unit member to ensure that this annual physical evaluation and all follow-up testing required *solely* as a result of being found "unfit for duty" are completed in a timely manner and as scheduled. Efforts will be made to allow for the scheduling of this follow-up testing to be performed on duty.
3. Failure to attend, and/or participate in the annual occupational fitness evaluation as required will result in the bargaining unit member being placed on a "no work" status until the evaluation is complete. Compensation for time in a "no work" status will be through the use of only accrued and unused sick leave, compensatory time, and vacation leave (in that order). If all aforementioned leave time is exhausted, the bargaining unit member will be placed in an unpaid status until such time that the full evaluation and any required follow up is completed.
4. For the term of this Agreement, the City will contract with a qualified medical provider to perform the annual occupational fitness evaluation. October 1, 2023 through September 30, 2025 the City is using *LifeScan* as its provider for these services. [The actual provider of the annual occupational fitness evaluation may be modified by mutual agreement between the Fire Chief and Union President.](#) Records associated with this physical evaluation and any follow up evaluations required *solely* in connection with the return to work of an employee who was found to be "unfit for duty" are provided to the Director of Human Resources and Risk Management, who will ensure the records are properly maintained in the employee's confidential medical file, which is separate from the employee's personnel file. Further, an employee who was found to be "unfit for duty," or who was recommended for referral to another medical provider, may be contacted by Human Resources and Risk Management regarding ADAAA, FMLA, and/or Workers' Compensation.

B. Immunizations:

1. Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease for which a presumption is granted pursuant to Florida Statute 112.181, if medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the United States Public Health Service, the City may require bargaining unit members to undergo the immunization or prophylaxis unless the member's physician determines in writing that the immunization or other prophylaxis would pose a significant risk to the member's health. Absent such written declaration, failure or refusal by a bargaining unit member to undergo such immunization or prophylaxis disqualifies the member from the benefits of the presumption that the communicable disease was contracted while on duty.

2. The City will reinstate a member's leave time taken for recovery if that member contracts a disease that is covered under a Declaration of Emergency by the State of Florida and the member is vaccinated against such disease, if such vaccination exists. In order to receive reinstatement of time, proof of contraction (in the form of a Lab Result from a medical facility) must be submitted to Human Resources and Risk Management by email to: FMLA@bbfl.us.

3. The City shall provide an immunization schedule during the term of this Agreement for all members as a means of protection from the following:

- i. Hepatitis – Type B: Offered to all bargaining unit members. Members who refuse to be immunized for Hepatitis Type B and who later contract that disease shall not be presumed to have contracted the disease while on duty.
- ii. Hepatitis– Type A: Offered to all bargaining unit members. Members who refuse to be immunized for Hepatitis Type A and who later contract that disease shall not be presumed to have contracted the disease while on duty.
- iii. The City shall offer flu shots for all members as a means of protection from contracting the flu while working during flu season.

iv. The City shall offer immunizations that are approved by the Federal

Drug Administration and are readily available for any disease that is under a Declaration of Emergency by the State of Florida.

C. Exposures:

1. It shall be mandatory for the City to notify the bargaining unit member when documentation exists that the bargaining unit member was significantly exposed to a communicable disease in the line of duty only after such documentation is brought to the attention of the City. Certain exposures, pursuant to Florida Statute 112.181(2), shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the member must, by written affidavit as provided in Florida Statute 92.50 must verify information in such written declaration.

A. Medical, Dental, and Vision:

1. The sole medical benefit plan available to bargaining unit members is a High Deductible Health Plan (HDHP). The premium cost for “employee only” coverage for the HDHP medical, dental, and vision insurance premiums shall be paid for all bargaining unit members while employed by the City. Bargaining unit members will pay the full cost of HDHP medical, dental, and vision insurance for their dependents. The City Commission, through the Annual Budget process, may appropriate funds to subsidize employees’ premium costs for employees who cover dependent children on their medical plans. Any subsidy offered does not extend beyond the plan year for which it is budgeted, and the offering of, and/or amount of, any such subsidy is not subject to negotiation.
2. Types of coverage currently in effect during a plan year shall not be reduced during that same plan year. The Union may designate one (1) bargaining unit representative to participate on the evaluation committees for any RFPs related to employee group medical insurance.

B. Plan Year:

1. One (1): October 1, 2022 – September 30, 2023
2. Two (2): October 1, 2023 – September 30, 2024
3. Three(3): October 1, 2024 – September 30, 2025

i. HSA Contributions:

- The City will contribute an annualized total of one thousand dollars (\$1000.00) into a bargaining unit member’s Health Savings Account (HSA) on the first full paycheck date following January 1st of each Plan Year.
- In order to be eligible for the HSA deposit above, a bargaining unit member must have been actively employed with the City before October 1st of the current Plan Year.

ii. Leave Time Conversion to HSA:

- The City will provide opportunities to convert an annualized total of up to one thousand dollars (\$1000.00), after pension deduction, of any combination of sick and vacation time at the 100% conversion rate to help fund their HSA. For each Plan Year, this conversion can be done at the following times:
 - a. January 1st – January 31st of each Plan Year (any amount up to an annualized total of \$1,000.00).
 - b. April 1st – April 30th of each Plan Year (any amount up to an annualized total of \$1000.00).

- c. For purposes of this Article, “annualized” means plan year/contract year/fiscal year October 1st through September 30th of each Plan Year.

C. New Hires:

1. Bargaining unit members hired on or after October 1st of each Plan Year, and who elect to be covered on the City’s medical insurance, will accrue eighty-three dollars and thirty-three cents (\$83.33) per active month of service for the City to deposit into their HSA through the month of September for each Plan Year. This initial deposit will be made the first check of the month in which the member becomes enrolled in the City’s group medical insurance.

D. Life Insurance:

1. Bargaining unit members are provided with a thirty-five thousand dollar (\$35,000) term life and accidental death policy with the premium paid by the City. This policy will increase to fifty thousand dollars (\$50,000) when the City’ policy renews.
2. In the event a bargaining unit member is killed in the line of duty as per F.S.S. 112.191 (2)(f), as amended from time to time, or suffers a catastrophic injury, as defined in F.S.S. 440.02(37), as amended from time to time, and provided for in F.S.S. 112.191 (2)(g), as amended from time to time, or partially or totally disabled as provided for in F.S.S. 112.18, as amended from time to time, the City shall pay the entire COBRA premium for the member, spouse (until remarried) and/or dependents (until the end of the calendar year in which the dependent child reaches age 26) who elect to continue on the City’s medical, dental, and/or vision plans.

- A. The City will provide a bargaining unit member with a legal defense when a bargaining unit member is listed as a defendant in a civil action, provided the bargaining unit member was acting within the scope of employment at the time of the act or omission, which is the subject of the action accused. The scope of the City’s responsibilities is as set forth in Florida Statutes 111.07 – Defense of civil actions against public officers, employees, or agents. The City will not provide a defense to an employee acting outside the scope of his/her employment who is charged with a criminal action.

- B. Bargaining unit members who volunteer their off-duty time to participate in City-authorized events may be covered under Article 14 (A) if a situation arises in which an off-duty bargaining unit member was required to render job-related emergency services while volunteering at the City-authorized event.

- A. Effective October 1, 2022, the charts in Addendum “B” contain the step plan in effect for bargaining unit members.
- B. Bargaining unit members who are eligible for Assignment Pay pursuant to Article 27 will have the corresponding amount(s) added to their base hourly rates of pay.

- Paramedic and \$10,000 annualized (already included in base);
- Technical Rescue (Team Member) \$2,000 annualized
- Dive Rescue (Team Member) \$2,000 annualized
- Dual Certified (TRT & Dive Team Member) \$3,000 annualized
- Special Operations Manager* \$1,000 annualized
- TRT Coordinator* \$1,000 annualized
- Dive Coordinator* \$1,000 annualized
- TRT Leader* \$1,000 annualized
- Dive Leader* (Personnel authorized by the Fire Chief)* \$1,000 annualized
- Rescue Bid Assignment \$2,000 annualized

C. The table in Addendum “B” will be used as an administrative guide to wage adjustments and/or promotions through the ranks.

1. Guideline percentage rate increases for Career Ladder promotions:

- a) Firefighter to Operator Engineer.....5%
- b) Operator Engineer to Lieutenant.....10%
- c) Lieutenant to Captain.....5%
- d) Captain to Battalion Chief.....5%

2. A member’s regular hourly base rate must always be in an existing “step” rate pursuant to Addendum “B.” Due to the starting step rate, rounding, and ending calculated rate with promotional percentage applied, the actual promotional percentage may deviate from the guideline above in order to ensure members are placed into the appropriate “step” upon promotion.

D. Step Plan:

1. Each bargaining unit member will be placed into the step associated with their years of service in his/her rank and will receive the corresponding hourly rate of pay for the following Plan Years:

- a. One (1): October 1, 2022 – September 30, 2023
Slotting/increase to base (4% between steps); step on anniversary

- b. Two (2): October 1, 2023 – September 30, 2024

4% step on anniversary; reopener*

- c. Three (3): October 1, 2024 – September 30, 2025

4% step on anniversary; reopener (may be addressed in year 2

reopener)*

*On or before June 15, 2023 and/or 2024, the Union may request to reopen this Section for the purpose of negotiating a cost of living adjustment for Fiscal Year 2024 and/or Fiscal Year 2025

2. Years of service – Defined as total years completed as of the individual's anniversary date.
3. Bargaining unit members who are at the maximum step will receive compensation in a lump sum payment equal to four percent (4%) of his/her current annualized step.

A. Callback:

1. Call Back is defined as any time a bargaining unit member is called into work when (s)he is off duty, or when the work time is not contiguous with the member's shift. In the event of Call Back, the bargaining unit member shall be paid for the actual time worked but not less than two (2) hours at a rate of pay one and a half (1.5) times the member's hourly rate inclusive of Certification Assignment Pay. The procedure for Call Back will be in accordance with Labor-Management Team guidelines. The Fire Chief can waive the above provisions for operational purposes.

B. Overtime:

1. Overtime is defined as any time a bargaining unit member is required to stay longer than his/her assigned 24-hour shift by his/her officer. Overtime shall be paid at the rate of one and one-half (1.5) times the bargaining unit member's hourly rate inclusive of Certification Assignment Pay. Bargaining unit members who are in a duty status less than fifteen (15) minutes either before their shift or after their shift will not be eligible for overtime pay. Bargaining unit members who are in duty status for fifteen (15) minutes or more either before their shift or after their shift must be so only with their officer's approval in order to be eligible for overtime pay at the overtime rate.

C. Mandatory:

1. Mandatory is defined as anytime a bargaining unit member is forced to stay due to a shortage of personnel so not to affect minimum staffing levels and services to the City set by the Fire Chief. The procedure for Call Back will be in accordance with Labor-Management Team Guidelines. The Fire Chief can waive the above provisions for operational purposes. Overtime shall be paid at the rate of one and one-half (1.5) times the bargaining unit member's hourly rate inclusive of Certification Assignment Pay.

D. Education Requirements:

1. Efforts are made to offer classes for renewing certificates on shift schedules. When these classes are offered on a shift schedule, and a bargaining unit member elects to attend classes outside of the shift schedule, (s)he will not be compensated. Additionally, bargaining unit members who attend classes that are not required by the Fire Chief (or Designee) will not be compensated.
2. Training Classes deemed essential by the Fire Chief and missed due the use of Exchange of Time, Vacation Day, Sick Day, or Scheduled Sick Day shall be made up on specified make-up days or at the employee's own personal time.

- E. Eligibility: No bargaining unit members shall be eligible for overtime or Call Back following the use of twelve (12) hours or more of sick leave, Administrative non-paid leave, or FMLA leave until they have reported to work for at least one (1) regularly scheduled twenty-four (24) hour shift.

A. Bargaining unit members may exchange their working shift(s) and exchange their off-duty day(s) with other bargaining unit members in accordance with the following provisions:

1. The exchanging members shall assume responsibility for the exchange of time, including step-up pay.
2. The shift officers of the exchanging members shall not permit the exchange if it affects the normal operation of work, if Call Back is required, or if step-up pay is required.
3. Exchanges of time shall require at least twenty-four (24) hours of notice to the Battalion Chief, except in the event of an emergency to the bargaining unit member, when the exchange of that bargaining unit member does not affect the normal operation of that shift(s).
4. Exchanges of time submitted prior to eight (8) weeks (fifty-six (56) calendar days) in advance will be tentatively approved. On the fifty-sixth (56th) calendar day in advance of the scheduled exchange of time, the exchange of time will automatically receive final approval unless the bargaining unit member has been notified of a necessary cancellation. Any cancellation of an exchange of time will be in writing and received by the affected bargaining unit member prior to the fifty-six (56) daytime frame.
5. No bargaining unit member may monetarily compensate another bargaining unit member for an exchange of time.
6. No bargaining unit member shall "owe" or be "owed" more than three hundred sixty (360) hours at any given time. All exchanges of time shall be reconciled within eighteen (18) months of use.
7. Exchanges of time totaling more than three (3) consecutive shifts shall not be used to circumvent any FMLA or ADA regulations.
8. No bargaining unit member will be allowed to request leave (Vacation, Comp Time, Personal Time) ~~while on an exchange~~ when scheduled to work as a result of an exchange.

B. Exchanges of Time Among Ranks:

1. For the purposes of this Article, the ranks of Firefighter and Firefighter O/E shall be referred to as "Firefighters" and Lieutenants, Captains and Battalion Chiefs shall be referred to as "Officers."
 - i. Firefighters may only exchange time with other Firefighters, with the exception of a Firefighter (step-up qualified) and Firefighter O/E (step-up qualified) who may also exchange time with a Lieutenant providing the following:
 - The City will not incur any costs of step-up pay (Working out of Classification) for an exchange between Firefighter O/E's and Lieutenants.
 - ii. Officers may only exchange time with other Officers as identified in the departmental Standard Operating

Guidelines and with the exception stipulated in Article 17(B)(i)

A. Accruals:

1. Bargaining unit members shall accrue sick leave at a rate of twelve (12) hours per month for a total annualized accrual amount of one hundred forty-four (144) hours. No bargaining unit member shall be entitled to use sick leave in excess of the amount of accrued and unused hours (s)he has available. There is no cap on the accumulation of sick time.

B. Notice of Use of Sick Hours:

- i. **Unscheduled Sick:** A bargaining unit member shall notify the on-duty Battalion Chief (or Designee) and submit the request through the electronic scheduling software, in a manner provided for by management, of his/her illness no later than 0700 hours, before the start of his/her scheduled shift.
- ii. **Scheduled Sick:** A bargaining unit member may request with a minimum of seventy-two (72) hours of advanced notice to use scheduled sick hours for a full shift for personal health, medical, dental, optical, appointments and/or procedures. Documentation to support payment under the “scheduled sick” pay code must be provided to the Fire Chief (or Designee) within fifteen (15) calendar days of the use of time. Unsubstantiated use of such time will result in the time being re-coded to “sick.” Scheduled Sick may not be utilized on weekends, on the shift before, on the shift of, or on the shift after a City-observed holiday.

C. Documentation Required:

- i. For any use of sick time in excess of two (2) consecutive scheduled shifts or sick occurrence before, on, or after a Federally Observed Holiday, Vacation Day, Scheduled Swap, or a Scheduled Sick Day, a bargaining unit member is required to provide written medical certification to the Deputy Chief upon return to work. Failure to do so will result in Disciplinary Action.
- ii. Sick hours may be requested and/or utilized upon approval of the Fire Chief (or Designee) for the following reasons:
 - i. Quarantine due to exposure to contagious disease.
 - ii. In connection with a member’s Workers’ Compensation case, where (s)he has declined a light duty assignment or where no such assignment is available.
 - iii. In connection with an approved Family and Medical Leave Act (FMLA) leave for a serious medical condition of the member, or the member’s immediate family member, as defined in (FMLA).

D. Bonus Hours for Unused Sick Time:

1. For every consecutive six (6) month period elapsing since the bargaining unit member's last sick occurrence, excluding scheduled sick, the bargaining unit member will receive twenty-four (24) hours of vacation time.

E. Payout of sick Leave:

1. Bargaining unit members who have more than two hundred forty (240) hours of sick leave as of April 1st of every Plan Year may request to transfer (no later than April 1st) up to one hundred (100) sick leave hours to vacation leave hours, provided that accumulated sick hours do not fall below two hundred forty (240) hours as a result of the transfer. Transfer of this time will be credited to the bargaining unit member's vacation bank during the month of April.
2. Bargaining unit members will have payment made for their accrued and unused sick hours, at a fifty (50%) percent payout, upon resignation, termination, retirement, change in status from full time to part-time, or death. (Retirement shall include normal retirement, disability retirement, or early retirement as defined in the Pension Plan).

F. Return to Shift:

1. Bargaining unit members who call in sick, may return to work during the remainder of their shift if they feel capable of performing their work duties and are not contagious. A member who returns to work after calling in sick prior to the start of shift must use twelve (12) hours of sick leave and return at 1930 hours. Members who leave work during shift due to any usage of sick time must remain out for the remainder of the shift.

G. Exhaustion on Sick Time:

1. Bargaining unit members who have exhausted their accumulated sick leave and are still unable to return to work, may use accrued and available vacation leave. Members must make such requests to the Fire Chief.

H. Use of Sick Time:

1. In the case of a prolonged, serious illness of the bargaining unit member or an eligible family member, a bargaining unit member shall apply for FMLA as provided for in City policies. The City may designate any qualifying leave as FMLA in accordance with the law. Bargaining unit members requesting this family sick provision for other than an immediate family member shall provide Human Resources with verifiable proof of primary care giver status prior to the use of this provision.

I. Donating Sick Time:

1. Sick leave donations may be requested and used in accordance with City policy as amended from time to time.

J. Disincentives:

1. Operational Personnel who have four (4) or more sick leave* occurrences in any twelve (12) month period shall be subject to disincentives actions as follows:
2. Bid disincentives of loss of bid assignment and/or bid right will take effect the following bid cycle.
 - i. **4th Occurrence** - Loss of Day-of leave
 - ii. **5th Occurrence** – 4th occurrence disincentives, loss of overtime, loss of bid assignment, loss of step-up privileges
 - iii. **6th Occurrence** - 5th occurrence disincentives, special performance evaluation, loss of bid right and any corresponding assignment pay
 - iv. **7th Occurrence** – 6th occurrence disincentives, disciplinary action up to termination

*_Any absence under this Article, except for FMLA or otherwise medically substantiated by a qualified medical provider’s note submitted to Human Resources by electronic email to FMLA@bbfl.us shall be considered an occurrence as determined by the Fire Chief. An occurrence shall be defined as actually working less than one-half (1/2) of the hours of the employee’s normal shift, or any combination of occasions of sick leave utilization which, when combined, total one-half (1/2) of the employee’s normal shift, with or without an excuse (i.e., four (4) occasions of three (3) hours shall equal one (1) occurrence.

- A. In the event of the death of a family member of a bargaining unit member, the member shall be granted one (1) shift day leave on a day of the member's choosing within thirty days (30) of the death.
- B. "Family member" is defined as the bargaining unit member's spouse, registered domestic partner, mother, father, stepfather, stepmother, parents of the registered domestic partner, foster parents, foster child, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents, grandchildren, brother, sister, son, daughter, stepbrother, stepsister, niece, or nephew.
 - 1. Registration of a domestic partner through the city must be approved and in place prior to the request of compassionate leave.
- C. Bargaining unit members utilizing this Article are responsible for providing a verifiable written notice of death (i.e., obituary or copy of death certificate), to the Fire Chief, within thirty (30) calendar days of the last date of compassionate leave. Failure to do so will result in the rescission of previously paid leave.

- A. The following plan outlines the vacation leave policy for bargaining unit members.
- B. Vacations will be picked on a seniority basis and can be taken in increments of twelve (12) or twenty-four (24) hours, one shift at a time.
- C. Each bargaining unit member shall earn vacation leave, accumulated in hours, for each full year of continuous service as outlined below. Vacation will be accrued in accordance with the following schedule:
- DOE until 1st Anniversary.....104 Hours
 - Beginning of 2nd year until 4th Anniversary.....125 Hours
 - Beginning of 5th year until 8th Anniversary.....146 Hours
 - Beginning of 9th year until 11th Anniversary.....167 Hours
 - Beginning of 12th year until 15th Anniversary.....188 Hours
 - Beginning of 16th year until 19th Anniversary.....209 Hours
 - Beginning of 20th year and after.....230 Hours
- D. In computing vacation leave earned, no increments will accrue for any twenty-one (21) day work period that includes four (4) or more days of leave of absence without pay.
- E. Bargaining unit members may accrue vacation hours up to the Allowable Maximum: the total vacation hours (s)he accrued in his/her two (2) most recent years of employment. During the fiscal year, vacation hours may accrue above the Allowable Maximum; however, any accrued and unused vacation hours exceeding the Allowable Maximum as of September 30th of each year will be forfeited, except for vacation hours earned during those fiscal year of this Agreement pursuant to Article 18 (D)(1) (Bonus Hours for Unused Sick Time).
- F. For special "one time" type of events, bargaining unit members will be allowed to accumulate more than two years earned accrued vacation with the prior approval of the Fire Chief (or Designee). Such approval must be received at a time prior to the two (2) year maximum accrual that is equal to the extra accrual that is requested. Maximum accrual will be limited to three (3) years earned vacation. Example: A bargaining unit member may accrue twelve (12) shift days in two (2) years. The bargaining unit member requests two (2) additional days beyond the maximum. The member must submit his/her request for the two (2) additional days four (4) months prior to his/her 12-shift day maximum for approval to extend the 12 days to 14 days.
- G. Bargaining unit members requesting vacation time on the same day may be approved, on a seniority basis at the time of request; however, it will not be approved if the issuing of the vacation time results in Call Back, Overtime, or Mandate.

- A. Bargaining unit members may request to use his/her vacation time or compensatory time at a minimum of two (2) hours and at a maximum of twelve (12) hours, providing those hours are not fractionalized, for personal reasons while on duty.
- B. This privilege shall be available only when such use will not be detrimental to the efficient/normal operation of the Fire Rescue Department as determined by the Fire Chief (or Designee).
- C. Efficient/normal operating levels shall be determined by minimum staffing as determined by the Fire Chief.
- D. Seniority will be a factor in granting personal use of vacation time requests prior to 0730. Thereafter, documented time-stamped requests submitted at or after 0730 are considered in the order of receipt: on a first come, first serve basis. Process will be managed through the electronic scheduling software. Verbal requests are not considered. No grievance procedures are available to any member regarding Article 21 (D).

- A. The following days shall be considered holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas Day. The Union agrees to waive bargaining over the inclusion of any additional holidays declared by the City during the term of this Agreement.
- B. Bargaining unit members who are in an active status on the date of a City observed holiday will receive twelve (12) hours of pay at straight time.
- C. Bargaining unit members may elect to defer the payment in Article 23 (B) for all of the holidays in Article 23 (A) as Holiday Pay, at straight time, for which payment will be disbursed in the last paycheck in September.
 - 1. Members must initiate an electronic form no later than October 15th. If an e-form is not received for a member by the deadline, the member forfeits his/her right to defer Holiday Pay for that year of the Agreement.

- A. Any bargaining unit member who is summoned or subpoenaed to appear in a court of law, while off duty, as a result of his/her employment as a bargaining unit member, will be paid for his/her court time at the rate of one and one-half (1.5) times his/her current hourly rate, excluding travel time, provided the Fire Chief is given prior notification so that the Fire Chief has the opportunity to schedule such appearance during regular duty hours. The bargaining unit member will receive a minimum of three (3) hours pay, and the member shall return all fees received from the Court to the City. This Section does not apply when the bargaining unit member is required to appear on a day that they are on duty.
- B. A bargaining unit member who is required by a court of law to appear for jury duty during a day when they are on duty shall return all fees received from the court to the City, excluding travel expenses. The bargaining unit member shall notify the Battalion Chief through his/her Chain of Command upon receipt of a summons for jury duty.
- C. A bargaining unit member who has been instructed to remain on standby for court appearance pursuant to Article 23 (A) during the member's off-duty hours shall be paid one-half (0.50) the straight time hourly rate for each hour on standby up to a maximum of eight (8) hours of standby duty in any one day. A minimum payment of one (1) hour straight time shall be paid for all standby assignments. When a bargaining unit member is required to standby for eight (8) hours, the bargaining unit member shall receive four (4) hours plus one (1) additional hour at straight time. If a bargaining unit member does go to court (s)he will be paid for the court time indicated in Article 23 (A) and will not receive any standby time pay.

- A. A bargaining unit member who is assigned the duties and/or responsibilities of a range above his/her current classification in the absence of his/her direct Officer will be compensated an additional five percent (5%) of his/her hourly rate per rank for working out of classification, with the exception of working as a Lieutenant, in which case the Firefighter shall be compensated an additional fifteen (15%) of his/her hourly rate, and in which case the Firefighter O/E shall be compensated an additional ten percent (10%) of his/her hourly rate, except during the use of Exchange Time pursuant to Article 17. When assigned, the bargaining unit member shall accept the duties and responsibilities of the position. In the absence of the Captain position assigned each day, one (1) qualified Lieutenant will be assigned to step up for the shift.

- B. Higher classification assignment for acting Lieutenant(s) and Captain(s) shall be made on a rotating basis as described in Article 24 (B)(1) and 24 (B)(2). All assignments shall be logged as part of daily permanent records. Assignments will not be changed to intentionally avoid payment.
 - 1. First, eligible members for acting Lieutenant and Captain assignments shall be chosen from the most current promotional eligibility list with respect to assigned shift(s). This provision is effective following ratification and upon the establishment of the Lieutenant eligibility list and of the establishment of the Captain eligibility list respectively.
 - 2. If no one is available pursuant to Article 24 (B)(1) then eligible members for acting Lieutenant and Captain assignments shall be qualified by the Department's Training Section with those holding a Fire Officer I certification being given first preference.

- C. Higher classification assignment for an acting Battalion Chief shall be determined by the Fire Chief or their designee and consult with the assigned Battalion Chief, as described under Article 24 (C)(1)(2).
 - 1. Eligible members for an acting Battalion Chief assignment shall be chosen from the most current promotional eligibility list with respect to assigned shift(s).
 - 2. If no one is available pursuant to Article 24 (C)(1), then eligible members for acting Battalion Chief assignments shall be qualified by the Fire Chief or designee with those holding a valid State Fire Officer II certification being given first preference are eligible for an acting Battalion Chief assignment.

- A. Non-probationary bargaining unit members are permitted to attend schools or classes for Career Ladder requirements while on duty, using personal time, as defined in Article 21, for the purpose of obtaining the education required for advancement or the updating of skills and knowledge, provided that such leave will not reduce the manpower of any shift below acceptable limits or result in overtime, as determined by the Battalion Chief. Reimbursement rates are set and published each fiscal year by the Fire Chief (or Designee) and are not intended to exceed Florida In-State tuition rates. Course selection and attendance must be pre-approved by the Fire Chief.
- B. The City will reimburse eligible members for tuition pursuant to the City's Tuition Assistance Program, which is attached as Addendum "D". The provisions of this Section and Addendum "D" relate to the reimbursement assistance for General Education Core Courses and Degree Program Core Courses (other than those specified as required for Career Ladder advancement). For the term of this Agreement, Tuition Assistance is funded at twenty-five thousand dollars (\$25,000) per fiscal year.
- C. The City may provide an opportunity for sending bargaining unit members to approved out-of-town training classes, subject to budgeted funds. A list of classes will be posted so each bargaining unit member has the opportunity to request classes of his/her choice. Approved City travel pay is in accordance with City policy.
- D. Bargaining unit members are allowed to use on-duty time, without loss of vacation time, for classes necessary to remain certified in their current classification, or for classes required by the City.
- E. Training Classes deemed essential by the Fire Chief and missed due to the use of Exchange of Time, Vacation Day, Sick Day, or Scheduled Sick Day shall be made up at on specified make-up days or at the employee's own personal time.

ARTICLE 26 – EDUCATIONAL SUPPLEMENTAL COMPENSATION

- A. Bargaining unit members are eligible for a monthly education supplemental compensation payment not to exceed the supplemental compensation limits set forth in applicable Florida Statute, FSS 633.422, as amended from time to time, and the corresponding regulations in the Florida Administrative Code.
- B. The City will match the supplemental compensation payment as provided in Article 26 (A)
- C. In the event that the supplemental compensation payment, as referenced in Article 26 (A), is discontinued or adjusted for any reason, the City's contribution will not change and will remain consistent with the amount provided throughout the term of this Agreement.

- A. Bargaining unit members holding a valid and current Paramedic certificate in accordance with the Florida Statutes and who perform active Paramedic duties as assigned by the Fire Chief and Medical Director will receive an additional ten thousand dollars (\$10,000 annualized), which is considered wages.
- B. Bargaining unit members regardless of medical certification level who voluntarily bid or are assigned to a permanent seat position on a rescue unit will receive assignment pay of two thousand dollars (\$2,000 annualized), which is considered wages. Members may lose this incentive per article 18-J.
- C. A bargaining unit member holding a valid and current Paramedic certificate in accordance with Florida Statutes who could perform the duties as assigned by the Fire Chief and the Medical Director, but who is inactivated, either by choice or administrative direction, as an active Paramedic and is not on assignment as a Paramedic by the Fire Chief, will no longer receive the Paramedic Assignment Pay
- D. Bargaining unit members selected to serve as Technical Rescue Team (TRT) members in accordance with criteria set forth by the Department and who perform TRT duties as assigned by the Fire Chief will receive an additional two thousand dollars (\$2000 annualized), which is considered wages.
- E. Bargaining unit members selected to serve on the Dive Rescue Team in accordance with criteria set forth by the Department and who perform Dive Team duties as assigned by the Fire Chief will receive an additional two thousand dollars (\$2000 annualized), which is considered wages.
- F. Bargaining unit members selected to serve on both the TRT/Dive Rescue Team in accordance with criteria set forth by the Department and who perform dual duties as assigned by the Fire Chief will receive an additional three thousand dollars (\$3,000 annualized), which is considered wages.
- G. Bargaining unit members selected to serve as Special Operations Leadership for the Teams in accordance with criteria set forth by the Department and who perform leadership duties as assigned by the Fire Chief will receive an additional one thousand dollars (\$1000 annualized), which is considered wages.

H. At any time, a bargaining unit member is no longer certified or is inactivated, either by choice or administrative direction, (s)he will no longer receive the corresponding Assignment Pay.

- A. The City shall pay the fee for any license required by the City for employment purposes, such as EMT renewals or certificates.
- B. In the event of any changes required by law regarding driver's license requirements for firefighters, the City and Union agrees to reopen this Article for negotiations.

- A. The Fire Rescue Department shall establish a seniority list and it shall be updated on January 1st of each year and within ten (10) calendar days of any change in membership. Such list shall be posted thereafter on the bulletin board at each Fire Station and shall be considered correct unless objection is raised within thirty (30) calendar days of the posting. After thirty (30) calendar days, it shall stand approved, unless documented evidence is presented to justify changes or adjustments.
- B. A bargaining unit member's seniority is established from the date of employment by the City of Boynton Beach Fire Rescue Department. If two (2) or more members are employed on the same date, the seniority standing shall be determined by the member's Fire Rescue Department ID number. The lower the ID number, the higher the position on the seniority list.
- C. Layoffs and staffing cutbacks for bargaining unit members shall be determined by the seniority list. The bargaining unit member with the highest fire department employee number on the seniority list will be laid off first and so on down the list. In the event of layoffs and/or cutbacks, the City agrees to notify the Union President in writing, no less than fifteen (15) calendar days prior to said action. Bargaining unit members who are laid off shall have recall rights for a period of twelve (12) months and shall be recalled in the reverse order in which they are laid-off, i.e., last laid off will be first recalled. No employees will be hired into any bargaining unit classification while a laid off member has recall rights.
- D. Time-in-grade is defined as the length of time the employee has been continuously employed at a particular rank and/or position as an FF, OE, Officer and/or on a specialty team (TRT and/or Dive). Promotional or assignment to a specialty team email, EAR, payroll record, and/or the date of the members last required certification course date will serve as the time stamp. If two (2) or more employees share the same time-in-grade, then their seniority number will establish their order. Time-in-grade will be used for all Bids and/or any type of rank specific selections.

- A. Budgeted promotional vacancies approved to be filled by the City Manager, will be announced within thirty (30) calendar days and selections will be made from the appropriate established eligibility list.
- B. Minimum requirements for promotion eligibility are outlined in Addendum "C" (Career Ladder). In order to be eligible, a candidate must meet the minimum requirements of the desired position as of the specified closing date of the posting (last date/time applications will be accepted).
- C. The establishment of eligibility lists for the rank of Operator Engineer (OE). Promotional processes for the position of Operator Engineer (OE) will occur semi-annually, and any associated testing will occur beginning the first week in February and the first week in September of each year.
- D. The establishment of eligibility lists for the ranks of Lieutenant, Captain, and Battalion Chief will be through a competitive process, as determined by the Fire Chief (or Designee) and the Director of Human Resources and Risk Management (or Designee).
- E. Promotional announcements will be posted within sixty (60) days of an expired promotional list.
- F. Announcements for promotional processes will be sent via e-mail to the Fire Department distribution list at least sixty (60) calendar days prior to the initial exam for the process. The announcement will include at a minimum the following information:
 - 1. Reference to source material in a non-editable format and/or links obtainable through the Fire Department's shared network. All non-editable format source material shall be provided in its entirety or provided in one (1) hardcopy for each station.
 - 2. Weight and components of promotional process.
 - 3. The minimum passing score for each exam component.
 - 4. The specification and allotment of any additional points as outlined in Article 30 (G).
- G. Within thirty (30) calendar days prior to a written exam, the date, time, and location of the exam will be secured and provided to candidates. Efforts will be made to provide five (5) calendar days between the written exam and practical exam components.
 - 1. Seniority, educational, and/or certification points are awarded as follows:

- i. Seniority Points: 0.25 points per continuous year/s of service as of the closing date of the posting. (No Maximum)
 - ii. Step-Up Experience: 0.25 points per current continuous year/s of service as of the closing date of the posting. Given only to Candidates sitting for the Lieutenants examination. (No Maximum)
 - iii. Education Points: (Points issued for highest level of degree only)
 - Associate degree: 0.25 Points
 - Bachelor's degree: 0.50 Points
 - Master's Degree: 0.75 Points
 -
2. Upon successful completion of the promotional process, Additional Points are added to the scores to establish the final ranking of the eligibility list.
 3. A candidate must achieve a minimum passing score on each exam component in order to be considered for the eligibility list. Scores will be rounded to the hundredths decimal point.

H. Written Exam (if applicable):

1. Are proctored by a minimum of one representative from Fire Administration, one representative from Human Resources, and one non-testing representative of the Union.
2. The written exam consists of one hundred ten (110) questions taken directly from the source materials. One hundred of the questions will be graded and worth one (1) point each. The ten additional questions contained within the exam (and determined by Human Resources prior to testing) are designated as "alternate questions" and will only be used for scoring if a question is removed due to a challenge.

I. Review & Challenges:

1. Candidates will be given an opportunity to review the written exam immediately following the last exam submission. Source materials will be made available to candidates for the purpose of refuting the validity of any question on the exam. In the event a candidate decides to challenge a question, the candidate will write down his/her challenge question number and reason for challenge on the designated form. This form will be submitted to the exam proctors. The merits of each challenge will be evaluated and a final decision as to whether the challenge will be upheld will be determined prior to scoring of the exams. If a challenge is upheld, the question will be thrown out (as if it never existed) and the first of the pre-determined ten alternate questions will

be substituted to replace the question that had been removed due to the upheld challenge.

2. Candidates will participate in a post-promotional process debriefing during which all incorrect answers will be reviewed.

J. Exam Results:

1. The ranking of all successful candidates shall be certified by the Director of Human Resources and Risk Management (or Designee) and posted in the form of an eligibility list. The eligibility list remains active for two (2) years from the date of establishment or until the list is depleted, whichever is sooner.

K. Selection Process:

1. The Fire Chief may select for promotion any candidate in the top three (3) of the position's established eligibility list.
2. Selected candidates are required to undergo a background check which requires the candidate to have their fingerprints processed at a facility authorized by Human Resources. Upon successful completion of the background check (as determined by the Director of Human Resources and Risk Management) the City Manager will then review the promotion selection and approve the promotion.
3. Once the promotion is made from the top three, the remaining candidates move up on the list.
4. A bargaining unit member who is not selected for promotion may request a meeting with the Fire Chief.

L. Veterans' Preference:

The City complies with all Veterans' Preference requirements pursuant to Chapter 2021-57, Laws of Florida and F.S.S. 295.07.

M. Modification:

1. The provisions of this Article may be modified by written mutual agreement between the Union and the City. In the event there are no remaining candidates on a promotional eligibility list, the Union, Fire Chief, and Director of Human Resources and Risk Management will determine the provisions for covering the vacancies in the interim.

- A. The City shall furnish at each fire station a minimum of 3' x 4' space for bulletin boards for the purpose of Union notices. Any notice or item 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. The Union supplies the bulletin boards. The Union holds the City harmless for any content posted on its bulletin board. Notices shall not contain anything reflecting in an untrue manner on the City or any of its Officers, and no material, notices, or announcements, which violate the provisions of this Article, shall be posted.
- B. The Union President shall be allowed to use "Outlook" and any successor for notices. Materials posted shall be subject to approval by the Fire Chief prior to posting.
- C. The City agrees to grant the Union permission to use meeting rooms for its meeting as space and scheduling permit. The Union will supply Fire Administration with a schedule of monthly meetings and provide forty-eight (48) hours' notice of special meetings. The Union agrees to leave any meeting room in its original condition.
- D. The City agrees to grant the Union a Union Office located at Fire Station 5

- A. The Union’s Legislative Vice President shall receive notification of the agendas and minutes of all regular and special meetings of the City Commission.

- B. The Union will be provided with a copy of departmental Rules and Regulations, Standard Operating Guidelines, Policies, and Procedures. The Union will be provided with updates pursuant to Article 8 of this Agreement.

A. A grievance is defined as a dispute or disagreement involving the application or interpretation of the express provisions of this Agreement. Issues or disputes, which are not grievances as so defined, shall not be subject to arbitration but may be processed through the grievance procedure. The Parties agree that the grievance procedure shall be the sole and exclusive method for resolving any dispute involving the application or interpretation of the Agreement.

B. Grievance Procedures:

1. **Intent to Grieve** – Petition Notice

An aggrieved employee shall submit in writing a signed Petition to the Union Grievance Committee, which is comprised of the Union Executive Board, on or by the fifteenth (15th) calendar day of the occurrence or on or by the fifteenth (15th) calendar day of when the member knew or should have known of the occurrence. Within fifteen (15) calendar days of receipt of the Petition, the Union Grievance Committee will make a determination as to whether or not a grievance has merit to be advanced to Step One. The determination of the Union Grievance Committee is final and not subject to grievance, arbitration, or other review. The Union reserves the right to represent or not represent employees are not members of the Union as provided by law.

2. **Step One** – Fire Chief (or Designee)

The Union Grievance Committee shall submit in writing (via electronic e-mail to the Fire Chief with a CC: to the Director of Human Resources and Risk Management) a Step One grievance on behalf of an individual member or group of members on or by the thirtieth (30th) day of the occurrence or of when the bargaining unit member(s) knew or should have known of the occurrence.

- i. All Step One grievances shall include the following:
 - a. Statement of the grievance and the facts and circumstances upon which it is based;
 - b. Name and job title(s) of grievant(s);
 - c. The Article(s) and Section(s) of the Agreement alleged to have been violated; and
 - d. The remedy requested.
- ii. All Step One class action grievances shall also include:
 - a. Statement indicating the grievance is a class action; and
 - b. Signature of an IAFF Union Official.
- iii. In the event a Step One grievance does not contain the required information listed above, the Fire Chief (or Designee) may return the grievance to the Union by electronic mail with a written notification-

identifying the missing information and deeming the grievance as “incomplete.”

- iv. An “incomplete” grievance must be returned to the Union on or by the tenth (10th) calendar day of receipt of the grievance. The Union will then have ten (10) calendar days from the date of receipt of the incomplete grievance to resubmit a complete grievance. If a complete grievance is not resubmitted on or by the tenth (10th) day of receipt, it will be deemed “withdrawn,” and the Union will not be able
- v. The Fire Chief’s detailed Step One response shall be transmitted to the Union via electronic mail on or by the tenth (10th) calendar day of receipt of a complete grievance.

3. **Step Two** – City Manager (or Designee)

- i. If no agreement is reached at Step One, the Union may file a Step Two written grievance on behalf of grievant(s) by electronic mail to the City Manager with a CC: to the Director of Human Resources and Risk Management on or by the tenth (10th) calendar day of receipt of the Step One response. The Step Two written grievance shall describe with specificity the information on which the Union is relying to establish why it believes the Fire Chief’s Step One response is not agreeable. The City Manager (or Designee), at his/her discretion, may conduct interviews with the grievant(s), the Union representative(s), members of the bargaining unit, and/or management to discuss the grievance. The City Manager (or Designee) must notify the Union within ten (10) calendar days of receipt of the Step Two appeal if (s)he intends to conduct an interview with the grievant(s). Once such notification is made, the time period for the City Manager’s (or Designee’s) Step Two response is tolled until the interviews can be scheduled and conducted. The City Manager (or Designee) shall respond in writing to the Step Two grievance by electronic mail on or by the thirtieth (30th) calendar day of receipt of the Step Two grievance or on or by the thirtieth (30th) calendar day following an interview with the grievant(s), or regarding the grievant(s), if an interview occurred.

4. **Step Three** – Arbitration

- i. If no agreement is reached at Step Two, the Union may refer the grievance on behalf of the grievant(s) to Arbitration by notifying the City Manager with a CC: to the Director of Human Resources and Risk Management by electronic mail on or by the fifteenth (15th)

calendar day of receipt of the Step Two response. The City may also request Arbitration by notifying an IAFF Union Official by electronic mail on or by the fifteenth (15th) calendar day of submitting the Step Two response.

C. The Parties agree to the aforementioned step procedure outlined in this Article and acknowledge that the Parties can only extend stated deadlines by written agreement that matters are temporarily (not to exceed ten (10) calendar days) being held in abeyance. Extensions shall never be inferred by the conduct of a Party and shall always be in writing. If the Union or Grievant fails to timely file or timely advance a grievance to the next step, the grievance is deemed “withdrawn” and cannot be refiled. If the City fails to timely respond at any step, the Union or Grievant may proceed to the next step. Grievances at all steps shall be submitted by electronic mail and shall include the Director of Human Resources and Risk Management as a copied recipient. For the purpose of this Article, “of receipt” shall mean the date the electronic mail message was sent. The Union reserves the right to represent or to not represent employees who are not members of the Union as provided by law.

D. Arbitration Procedures:

1. The Party requesting arbitration shall initiate arbitration on or by the tenth (10th) day of receipt of Arbitration notice as referenced in Section 32.1.4.a. by filing a request with the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators with a business office in the State of Florida. A copy of this request shall be served on the other Party

i. Arbitrator Selection - Each Party retains the right to reject one arbitrator panel in its entirety and request that a new panel be issued. The Party requesting arbitration shall strike the first name with each Party alternating strikes thereafter until only one arbitrator’s name remains. The person remaining shall be the arbitrator. The arbitrator shall determine the date(s) and time(s) of the hearing subject to the availability of the Union and the City. Arbitration will be conducted at a location determined by the Parties.

ii. Arbitration Fees and Expenses - All fees and expenses of the arbitrator shall be divided equally between the Union and the City; however, each Party shall fully bear the expense of preparing and presenting its own case, including the cost of witnesses and other people it requires to attend the arbitration.

iii. The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event shall

the terms and provisions of this Agreement be deleted, modified, or amended by the arbitrator. The arbitrator shall consider and decide only the specific issues raised by the grievance when it was submitted in writing to the City at Step One and the arbitrator shall have no authority to make his/her decision on any issue not submitted to him/her. The arbitrator shall submit his/her decision in writing with a statement of findings and reasons within thirty (30) calendar days of the receipt of briefs, if any, or receipt of the transcript if Parties have agreed to submit the arbitration transcript in lieu of briefs. In the event the arbitrator finds a violation of the Agreement, the arbitrator shall determine an appropriate Award. The arbitrator's Award shall not be greater than the restoration of the bargaining unit member to his/her most recent position held and the monetary value of the employee's back wages and benefits to make the employee "whole."

- iv. Other Provisions - A transcript of the Hearing will be made, unless waived by both Parties. Briefs, if any, must be filed with the arbitrator no later than thirty (30) days after the close of the Hearing or after receipt of the transcript, if a transcript is requested by either Party. Settlement of a grievance prior to the issuance of an arbitration Award shall not constitute precedent nor shall it constitute an admission that the Agreement has been violated.

- A. All job rights and benefits authorized or permitted by the City Manager or Fire Chief and continuously enjoyed by bargaining unit members and not specifically provided for or abridged by this Agreement shall continue in full force or effect for the term of this Agreement. Except as specifically provided in this Agreement, this Agreement should not be construed to deprive any bargaining unit member of benefits or protections granted by the Laws of the State of Florida or Ordinance and Resolutions of the City of Boynton Beach. Provided, however, nothing in this Agreement shall obligate the City to continue practices or methods which are unlawful or unsafe.

- A. If any provision (Article or Section) of this Agreement is found to be invalid, unlawful, or unenforceable, by any court having jurisdiction or by reason of any existing or subsequently enacted legislation or judicial authority, the remaining provisions of this Agreement shall remain in full force and effect.

- B. In the event of such finding, either Party may request to open negotiations for a substitute provision by notifying the other Party in writing within thirty (30) calendar days of the date the provision was invalidated.

- A. All appendices, amendments and additions to this Agreement shall be numbered or lettered, dated, and signed by the responsible parties, and shall be subject to all other provisions of this Agreement.

- A. This Agreement shall be binding upon the successors and assigns of the Parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either Party hereto.

- A. Bargaining unit members may be eligible for compensatory time at the discretion of the Fire Chief (or Designee) for participating in required educational and/or required training activities, special projects, and/or events as approved by the Fire Chief (or Designee). All compensatory time will be earned at the rate of one and a half (1.5) hours for each one (1) hour worked [in quarter (0.25) hour increments] and with a maximum cap of one hundred twenty (120) hours.
- B. If a bargaining unit member's compensatory time balance is between ninety-six (96) and one hundred ~~ninety-two (192)~~ **twenty (120)** hours, the bargaining unit member is no longer eligible to earn compensatory time until the balance falls below one hundred ~~ninety-two (192)~~ **twenty (120)** hours. A bargaining unit member who reaches the maximum compensatory time threshold must schedule and take a minimum of twenty-four (24) compensatory leave time within ninety (90) days of accruing time to the maximum threshold. In the event the bargaining unit member fails to schedule and take twenty-four (24) hours of compensatory time during the ninety (90) day period, the first available date after the ninety (90) day period will be assigned by the Fire Chief (or Designee) as a mandatory twenty-four (24) hour scheduled compensatory time day. During this referenced ninety (90) day period of time, the bargaining unit member is not allowed to accrue any additional compensatory time.

- A. The Union and the bargaining unit members recognize and agree that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City.
- B. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to determine the mission of the City and its various departments, divisions and other units of organization. The City specifically reserves the sole and exclusive right(s) to decide the scope and method of service; to hire, promote, and/or otherwise determine the criteria and standards of selection for employment; and to terminate, demote, suspend, or otherwise discipline for just cause. Any right or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.
- C. The City Manager and City Commission, in accordance with the City Charter have the authority to determine the purpose and mission of the City and the amount of budget to be adopted.
- D. The City Manager and City Commission, in accordance with the City Charter have the authority to determine the purpose and mission of the City and the amount of budget to be adopted.
- E. If, at the discretion of the City Manager, it is determined that civil emergency conditions exist, i.e., riot, civil disorder or natural disaster, the provisions of this Agreement may be suspended for good cause by the City Manager during the time of such emergency, provided that the Union is notified as soon as is practical and further provided that wage rates and monetary fringe benefits shall not be suspended.

A. Boynton Beach Firefighters Retirement Insurance Fund:

The Union established its own retiree insurance benefit fund (hereinafter referred to as “the Fund”) to provide full or partial health and welfare insurance premiums on behalf of employees of Boynton Beach Fire Rescue (The Department) who retired on or after October 1, 2005, and who met certain other established eligibility requirements. Any and all eligibility requirements and benefits provided will be determined solely by the board of Trustees of the Boynton Beach Firefighters Retirement Insurance Fund. All employees covered by this Agreement shall be eligible to participate in the Fund as are non-covered members who participate in the Firefighter’s Pension Plan.

B. City Contribution of Funds:

1. Effective October 1, 2010, the City increased on behalf of each employee, a contribution equal to one-half (0.5%) percent of the current gross annual payroll of active department members (for an accumulative total of 3.0% per year). The base pay rate is set forth in the Collective Bargaining Agreement between Local 1891 and the City of Boynton Beach and in the Boynton Beach Pay Plan at the time the contribution is made.
2. In subsequent years, throughout the term of this Agreement, the City will contribute a ~~shared~~ contribution of one and one half (1.5%) percent, and the employee’s base rate will be reduced by one and one half percent ~~contribute one and one half (1.5%) percent~~ for a total of three (3%) ~~shared~~ contribution by the City for each member who was actively employed on, and is still currently employed as of October 1, 2018, hired on or after October 1, 2018 and previously not included in section B of this article.

C. Annual Payment of Funds:

In subsequent years, the annual contribution, an amount derived from the cumulative amount not paid to employees shall be remitted to the Fund by October 15th, and each October 15th thereafter, provided that the department has received a written invoice for said benefits. Failure to submit a written invoice shall not bar the Union from receipt of said funds but shall allow the City thirty (30) days to provide the funds, which shall be retroactive. The City shall pay the annual contribution on October 1st of each fiscal year of this Agreement on behalf of every employee. Accompanying the contribution, the City shall provide a list of all department members for whom payment was made.

D. Termination of Fund:

Contribution to the Fund, as provided in this Article was negotiated and agreed to by the Parties in lieu of a wage increase. In the event of termination of Fund, the wage increase specified in this Article shall be added to each active employee's then current base annual pay, as such base pay rate is set forth in the Collective Bargaining Agreement and the City of Boynton Beach Pay Plan at the time of termination of the Fund.

E. Indemnification:

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

- A. The collective bargaining agreement does not exist in a void. Provisions, as amended from time to time, of the City's Personnel Policy Manual (PPM), the City's Administrative Policy Manual (APM), Department Rules and Regulations, and other policies established by Resolution or Ordinance (collectively referred to as collateral documents), are applicable to bargaining unit members unless the terms of said collateral documents conflict with the terms of this Agreement, in which case the terms of this Agreement shall control. Specific applicable collateral documents will be discussed and approved by the Labor-Management Team.
- B. The City will provide draft revisions of collateral documents to the union for review to ensure that said documents are not in conflict with, and do not impact policies relied upon by the Union and absent in this Agreement.
- C. Nothing herein shall be interpreted to preclude the right of the Union or City to impact bargain, subject to applicable law.

A. Recent Historical Changes:

- The City and the Union conformed to the statutory requirement to negotiate provisions of SB 172, codified as Laws of Florida 2015-39 by entering into a Mutual Consent Agreement, which is attached as Addendum “D”.
- The City and the Union amended provisions of the pension as outlined in the Pension Agreement, which is attached as Addendum “E”.
- Effective October 1, 2019 - Sec. 18-180. Monthly retirement income: The maximum benefit cap will be increased annually beginning on the first day of October 2020 (and on each October 1 thereafter) by one and a half percent (1.5%).
- Effective October 1, 2019 - Sec. 18-182. Disability retirement benefits (g) Survivor’s benefit: The benefit shall equal three percent (3%) of average final compensation for each year of continuous service.
- Incorporate language referencing Florida Statute regarding cancer presumption that went into effect on July 1, 2019.
- The Union agreed to the provisions of the City’s DROP Ordinance 18-300 of Article XI of Chapter 18 of the Code of Ordinances.

B. Agreed Changes During Bargaining:

The Union agreed to the provisions of City Drop Ordinance as proposed during bargaining.

- A. Both the City and the Union recognize that substance abuse is a widespread problem within our society. The Union will assist bargaining unit members in obtaining assistance and treatment if alcohol and/or substance abuse are apparent. The Union endorses the Drug Free Workplace Policy of the City of Boynton Beach and will cooperate fully with the City to continue with the implementation and enforcement of the policy.

- B. The Drug-Free Workplace Policy and procedures for Post-Accident and Random Drug and Alcohol testing is in effect and outlined in the attached Addendum "A".

- A. To support a healthy workforce, the Union and the City commit to developing and implementing a voluntary Wellness and Fitness Program based on the recommendations of the IAFF / IAFC Joint Labor-Management Initiative.
- B. The Wellness/Fitness Program will be offered in such a way that each fire fighter is encouraged to obtain a level of wellness/fitness consistent with the duties (s)he performs and his/her individual abilities. The wellness/ fitness program is intended as a positive program and is not punitive in design.
- C. The Fire Department’s Health and Safety Officer promotes a supportive, safe, and productive atmosphere to all bargaining unit members participating in the program. The program shall consist of physical and mental fitness and nutritional components. The Department’s Health and Safety Officer will also compile and maintain individuals’ fitness data for eligibility of annual assessment performance.
- D. A Wellness/Fitness Pool (hereinafter referred to as “WFP”) will be established for bargaining unit members to use for the purpose of participating in Wellness and Fitness resources. Any and all eligibility requirements and benefits provided shall be determined by the committee comprised of the Union Executive Board in consultation with the Fire Chief (or Designee), Director of Human Resources and Risk Management (or Designee) and the Union President (or Designee). All bargaining unit members are eligible to utilize available resources provided, in accordance with the Standing Procedures.
1. The City contributed eight (8) hours per active bargaining unit member to the Wellness/Fitness Pool “WFP” in December 2019. Bargaining unit members are able to fund the pool with donations as needed. Sick time donations are at a fifty percent (50%) conversion rate and vacation and compensatory time donations are at a one hundred percent (100%) conversion rate.
 2. Wellness/Fitnees Pool (“WFP”) time must be used in a minimum of two (2) hour increments. When scheduled use of WFP time results in overtime for another bargaining unit member, the WFP time will be charged at (drawn down by) time and one-half (1.5) to minimize the cost to the City of a member’s absence.
 3. Participating bargaining unit members, after successful completion of an annual assessment performance, in accordance with the standards set forth by the Committee, are eligible to convert up to five hundred dollars (\$500.00), after pension deductions, of any combination of vacation and/or sick time at a 100% conversion rate into their H.S.A. within sixty (60) days of completion. The provisions in Article 46 (D)(1) expire on September 30, 20

Modified Work/Light Duty Assignments (Workers' Compensation):

- A. A bargaining unit member who has been released to work with restrictions may be accommodated with a modified work/light duty assignment at the discretion the Director of Human Resources and Risk Management and the Fire Chief. A bargaining unit member may choose to accept or decline the modified work/light duty assignment. If a bargaining unit member declines an offer of a modified work/light duty assignment, the bargaining unit member is required to remain off work until released to full duty with no restrictions, and during this time, (s)he will be required to use accrued and available leave time in the following order: sick and vacation. Additionally, a bargaining unit member who declines an offer of a modified work/light duty assignment and who meets the eligibility requirements for leave under FMLA, will have his/her time off automatically designated as FMLA.
- B. Bargaining unit members who accept a light/restricted duty assignment in connection with a Workers' Compensation claim and are, accordingly, temporarily unable to discharge their duties as a regular shift employee but are otherwise able to work a "full time" schedule, shall be placed on a forty (40) hour workweek.
- C. Bargaining unit members who are placed on light/restricted duty in connection with a Workers' Compensation claim shall report to the Fire Chief (or Designee) for their daily assignments. While on such restricted duty, the member's rate of pay shall not be adjusted; however, the City will provide up to two (2) hours (0.4 hours per day not to be fractionalized) of straight time in each workweek so that members who are working a forty (40) hour weekly schedule will have the opportunity to maintain forty-eight (48) hours of pay in the workweek.
- D. Bargaining unit members, shall work the following schedules for the duration of their light/restricted duty (unless their Workers' Compensation provider indicates a required reduction in working hours):
1. Five (5) – Eight (8) hour days (Monday through Friday)
 - i. Forty (40) hours per week plus up to eight (8) hours or two (2) after the implementation of 24/72 (1.6 hours or 0.4 hours after the implementation of 24/72 per day not to be fractionalized) of pay code: FW

E. Modified Work/Light Duty Assignments (Other):

The City complies with the Americans with Disabilities Act Amendments Act (ADAAA) to provide reasonable accommodations to bargaining unit members who request them and are qualified. A bargaining unit member may request an accommodation and/or more information by contacting the Human Resources and Risk Management Department. Due to federal laws surrounding leave and

accommodations, all Modified Work/Light Duty requests must be made directly to the Human Resources and Risk Management Department and are subject to approval by the Director of Human Resources and Risk Management (or Designee). Human Resources may consult with the Fire Chief (or Designee) regarding a bargaining unit member's work restrictions in order to assist in evaluating the feasibility of an accommodation.

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

B. The City recognizes the following types of disciplinary actions:

Minor Discipline:

- Written counseling (documented verbal warning)
- Written notice

Major Discipline:

- Unpaid suspension
- Demotion
- Termination

The type of discipline utilized may vary in each case depending on the employee's work history, the severity of the conduct, and the facts and circumstances of the case. Employees who have successfully completed their initial probationary period may be disciplined or terminated for any of the following reasons. Examples are illustrative and not an all-inclusive list.

1. Incompetency or inefficiency in the performance of duties.
2. Insubordination
3. Refusal to fully and truthfully cooperate in a City-initiated investigations.
4. Refusal to perform assigned work.
5. Excessive absenteeism or tardiness.
6. Carelessness and/or negligence in the handling or control of City property or the misappropriation of City property.
7. Discourteous, insulting, abusive or inflammatory language or conduct toward the public, a supervisor, or other employees.
8. Absence from duty without authorization, including refusal to report to duty on time.
9. Acceptance of a gift in violation of Palm Beach County Code of Ethics and/or F.S.S. [112.3148](#).
10. Unauthorized personal possession of weapons while on duty on City property.
11. Violations of City's harassment policy.
12. Suspension, revocation, or expiration of driver's license where driving is part of the employee's job responsibilities.
13. Suspension or revocation of any required license or certification.

14. Abuse of unscheduled leave, or false claim of eligibility for such leave.
15. Engaging in other forms of employment while on unscheduled leave or Acute Leave.
16. Failure to report secondary employment as required by the City.
17. Engaging in other forms of employment while on approved FMLA or ADA leave if:
 - a. The employee declines to accept a light duty assignment; or
 - b. The physical demands or requirements of the other form of employment exceed the limitation(s) imposed by the employee's treating physician; or
 - c. The employee fails to inform the City of such other employment in accordance with the City's requirement.
18. Failure to report to duty when directed to do so during an emergency.

Disciplinary action may be taken for just cause.

D. TYPES OF APPEALS/RESPONSES TO DISCIPLINARY ACTION

Minor Discipline Appeal/Response Options:

- a. Written Counseling may be appealed to the Fire Chief within ten (10) calendar days of issuance. The Fire Chief's determination is final and not subject to further review or appeal.
- b. Written Comments
Members may submit written comments in response to any Minor Discipline for inclusion in their personnel files.
- c. Administrative Appeal
Members may request to have an Administrative Appeal with the Fire Chief (or Designee) by making such request in writing or by electronic mail directly to the Fire Chief within ten (10) calendar days of receipt of a Written Notice, Written Notice in Lieu of Suspension, or Unpaid Suspension of less than twenty-four (24) hours.

Within thirty (30) calendar days of conducting an Administrative Appeal, the Fire Chief (or Designee) will

provide the member with a written response of his/her determination. This determination is final and not subject to further review or appeal.

Major Discipline Appeal/Response Options:

a. Written Comments

Members may submit written comments in response to any Major Discipline for inclusion in their personnel files.

b. Predetermination Conference

- (i) Prior to the imposition of any Major Discipline, members are entitled to participate in a Predetermination Conference with the City Manager (or Designee). Members will be provided a letter explaining their eligibility to participate in the Predetermination Conference. If a member wishes to participate, (s)he must timely elect to do so by completing and returning the Election of Rights form to the Director of Human Resources and Risk Management by the deadline stated in the letter, and (s)he must attend the Predetermination Conference as scheduled. A member may have a representative attend the Conference with him/her.

As soon as practical after the Predetermination Conference, the member will be notified in writing of the City's Manager's decision.

- (ii) If no agreement is reached following the City Manager's response to the Predetermination Conference, the Union may refer the matter on behalf of the member to *Arbitration* by notifying the Director of Human Resources and Risk Management **and** the City Manager by electronic mail on or by the tenth (10th) day of receipt of the City Manager's response. Referrals to Arbitration related to this section begin at Step Three of the Grievance Procedure.

Employees who are not members of the Union, and whom the Union refuses to represent as a result of such non-membership in the Union, may proceed to Arbitration on their own and at their own expense. ~~All costs associated with Arbitration will be~~

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~~at the expense of the employee. In such instance, and if the employee receives an arbitration Award entirely in the employee's favor, the employee will be reimbursed by the City for fifty percent (50%) of the cost of the arbitrator's fees/expenses. In such an event, the employee will be~~
responsible for all expenses for which the Union is responsible when the Union chooses to arbitrate in accordance with Article 33 of this Agreement.

- A. Procedures for the seat bid process will be set forth in a department policy.
- B. Although it is the intent of this Article and the Seat Bid Policy is to provide bargaining unit members the opportunity to indicate preference in a seat bid assignment, members may be assigned to another station or vehicle based upon legitimate departmental objectives, including, but not limited to, staffing and specialty needs of the department as determined by the Fire Chief.
- C. The provisions of this Article do not constitute a waiver by the City of its right to determine the mission of the Fire Rescue Department or its right to determine the number and type of personnel allocated to any particular shift, station, or specialty team.
- D. The provisions of this Article may be amended or modified by written mutual agreement between the Union and the City.

- A. This Agreement shall be in force and effective upon ratification by both parties and remain in full force and effect until September 30, 2025. If all issues are not resolved by September 30, 2025, this Agreement remains in force and shall constitute the status quo during any period of negotiations for a successor Agreement.

- B. Negotiations for a successor Agreement shall begin no later than April 1, 2025 upon written notice from either Party to the other.

1.1 PURPOSE

The City of Boynton Beach is committed to providing a safe work environment for its employees and our community. Drug and alcohol abuse is national problem that is prevalent in society and impairs the health and safety of employees, promotes crime and harms our local community. Moreover, the illegal possession, use, sale, and distribution of controlled drugs are criminal acts that directly threaten the integrity of all employees in the City. The City is addressing this problem through its DRUG FREE WORKPLACE Program.

Substance abuse is a complex, yet treatable disease. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe and productive drug and alcohol-free environment. We encourage those who use drugs or abuse alcohol to seek help in overcoming their problem. The City considers substance abuse to be an unsafe and counterproductive work practice.

1.2 SCOPE

This policy applies to all employees of the City of Boynton Beach.

1.3 DEFINITIONS

1. "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 the final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storage of specimens and reporting test results.
2. "Confirmation Test", "confirmed test" or "confirmed drug test" is a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
3. "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein. Threshold detection levels are established by Florida regulations. Therefore, activities participated in while off duty may result in positive drug tests. For DOT covered employees, alcohol includes any intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols. Consumption of a preparation including alcohol (beverages or medicines) A list of the most common medications which may alter or affect a drug test are found in Section 1.5, Letter I of this policy. Employees and job applicants should review this list prior to submitting to a drug test.

4. "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
5. "Employee" means an individual who works for salary, wages, or other remuneration for the City and is covered by the workers compensation act.
6. "Employee Assistance Program" (EAP) is an established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.
7. "Employer" means an agency within state government that employs individuals for salary, wages, or other remuneration.
8. "Implementation Period" means October 1, 2015 through September 30, 2018.
9. "Initial drug test" means a screening procedure of the blood and/or urine of employees and job applicants for the presence of alcohol and illegal drugs in accordance with the Florida Drug Free Workplace Program and appropriate Florida administrative rules.
10. "Job Applicant" means a person who has applied for a position with the City and has been offered employment conditioned upon successfully passing a drug test.
11. "Mandatory-testing position/Safety-sensitive position" means with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to F.S. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
12. "Medical Review Officer (MRO)" means a licensed physician with knowledge of prescription drugs, pharmacology, and toxicology of drugs, who may be responsible for receiving and reviewing all positive confirmed test results and who may be responsible for contacting all individuals who test positive in a confirmation test to inquire about possible medications which could have caused a positive result. The MRO need not be an employee of the City.
13. "Prescription or Nonprescription Medication" means a drug or medication obtained pursuant to a prescription as defined by F.S. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

14. "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 may not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:
- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
 - b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - c. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
 - d. Evidence that an individual has tampered with a drug test during employment with the current employer.
 - e. Information that an employee has caused, or contributed to, an accident while at work:
 - i. If a bargaining unit member is involved in an accident in which the member was driving a City owned vehicle, 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 and under any circumstances when the bargaining unit member is issued a traffic citation.
 - ii. "Disabling damage" means damage that precludes departure of any vehicle from the scene of the occurrence in its usual manner. Disabling damages 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; a flat tire with no spare available, minor scrapes/scratches to the exterior of the vehicle; or damage to headlights, taillights, turn signals, horns or windshield wipers that make them inoperative.
 - iii. An order to submit to post accident testing can be made by a Battalion Chief or any chief officer within the division. Any

bargaining unit member ordered for a post-accident drug test may, at the member's option, be accompanied to the testing by an available Union Representative. The Union Representative shall act as a quiet observer to the testing procedure and shall not interfere with the testing procedures.

iv. Refusal to submit to an order for post-accident drug testing, or intentionally delaying a post-accident drug test can result in termination; however, nothing herein shall abrogate a bargaining unit member's right to challenge the results of the drug test.

f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

15. "Special-Risk Position" means a position that is required to be filled by a person who is certified under Chapter 633, Fire Prevention and Control or Chapter 943, Department of Law enforcement.

16. "Specimen" means a tissue or product of the human body including blood, urine, or saliva capable of revealing the presence of alcohol and/or illegal drugs or their metabolites.

17. "Stepping Forward" means that an employee comes forward and requests assistance for substance abuse during the Implementation Period and *prior* to being selected for a random drug test, or prior to being ordered to submit to a reasonable suspicion drug test, fitness for duty evaluation, or prior to being involved in an accident requiring drug testing.

1.4 POLICY

A. It is the policy of the City that an employee found with the presence of alcohol, illegal drugs, or prescription medication in levels exceeding prescribed dosage in his/her system, in possession of, using, selling, trading or offering for sale illegal drugs or alcohol during working hours, may be subject to disciplinary action up to and including termination. A refusal to submit to a drug test is grounds for immediate termination.

An employee reporting for work visibly impaired and that is unable to properly perform required duties, will not be allowed to work. The supervisor should first attempt to seek another supervisor's opinion of the employee's status. Then the supervisor should consult privately with employee with the observation, to rule out any problem(s) that may have been caused by prescription drugs.

If, in the opinion of both supervisors, the employee is considered impaired, the employee should be drug tested by an authorized provider and then provided safe transportation home. An impaired employee must not be allowed to drive

and if necessary can be transported home by a supervisor or another employee.

It is the responsibility of the City's supervisors to counsel with an employee whenever they see changes in performance that suggest a potential employee problem. The supervisor may suggest that the employee voluntarily seek help from the employee assistance program or decide that the severity of the observed problem is such that a formal referral to the EAP should be made.

B. USE OF PRESCRIPTION MEDICATIONS/MEDICAL AUTHORIZATIONS DRUGS WHILE ON DUTY

1. Prescription and/or medically authorized drugs, per FL Statute, Title XXIX, Chapter 381, Section 986, or prescribed by the employee's physician, who is licensed to practice medicine in the United States, may be taken during working hours in strict accordance with the provisions of the Policy. Employees should never use intoxicants or drugs that could cause impairment during work hours. An employee who is using a prescription medication while on the job shall do so in strict accordance with medical directions.
2. It is the employee's responsibility to notify the prescribing physician of his/her job requirements/functions to ensure that the physician approves the use of the prescription medication while the employee is performing his/her job duties. It is recommended that the employee provide his/her physician with a copy of the N.F.P.A. standards for firefighters so the physician is aware of the physical requirements of the position.
3. It is the employee's responsibility to immediately notify the Director of Human Resources and Risk Management or designee when (s)he is prescribed any medication that is considered a controlled substance as defined and amended from time to time in Florida Statutes 893.03. Failure to disclose this information may result in disciplinary action up to and including termination of employment. The Director of Human Resources and Risk Management may require the employee to provide a note from his/her prescribing physician stating that the employee is able to perform the functions of a firefighter while taking the medication as prescribed.
4. The employee shall notify the Director of Human Resources and Risk Management or designee if the use of his/her properly prescribed medications/drugs (other than those considered a controlled substance on Schedules II, III, or IV) as defined and amended from time to time in Florida Statutes 893.03) will affect the employee's work performance.
5. If the prescribing physician determines that the employee cannot perform

his/her job duties without impairment while taking the prescribed medication, then the employee will be required to use his/her sick and/or FMLA leave, or unpaid leave if his/her leave pools are exhausted, until (s)he can return to work. If the employee reports to work, the City will presume that the employee is not impaired.

6. Abuse of prescription drugs will not be tolerated.

A. Conditions of Pre-Employment

The City will conduct a pre-employment screening examination designed to prevent hiring individuals who use drugs.

1. To determine the suitability of employees to work for the City the following pre-employment conditions are established:

- a) Job Applicants in mandatory-testing positions, safety-sensitive positions, and/or special-risk positions will be tested prior to employment for drug use and alcohol use.
- b) Any job applicant, as defined in the above section, who refuses to submit to drug and alcohol testing as part of the pre-employment testing process will be refused employment.
- c) Any job applicant who tests positive for drugs or alcohol use will be refused employment.
- d) Confidentiality will be maintained pursuant to this policy.

B. Employee Compliance

It shall be a condition of continued employment for all employees to submit to drug and alcohol screening under the policy. If there is a conflict between this policy and the collective bargaining agreement, the collective bargaining agreement shall control. Refusal to submit to drug testing is grounds for immediate termination. Refusal to submit to drug testing is not a waiver of the employee's right to challenge both the order and the test outcome.

C. Employee Assistance Program

The City offers an Employee Assistance Program (EAP) which provides help to employees and their families who suffer from various difficulties including alcohol or drug abuse.

In addition to the City's EAP Program, below is a list of local assistance programs and local drug and alcohol rehabilitation programs:

- a) Narcotics Anonymous Help Line : 561-848-6262

- b) Drug Abuse Foundation of Palm Beach County : 561-278-0000
- c) Palm Beach Al-Anon/Al-a-Teen Information : 561-882-0308
- d) Alcoholics Anonymous (Palm Beach County) : 561-655-5700
- e) Comprehensive Alcoholism Rehabilitation Program : 561-844-6400

It is the responsibility of each employee to seek assistance before drugs and alcohol lead to performance problems.

1. Use of the employee assistance program, on a voluntary basis, will not affect the determination of appropriate disciplinary action.
2. An employee's decision to seek assistance from the Employee Assistance Program on a voluntary basis *prior* to any incident warranting disciplinary action will not be used as the basis for disciplinary action or in any disciplinary proceeding.

On the other hand, using EAP will not be a defense to the imposition of disciplinary action where facts providing violation of this policy are obtained outside of the EAP. Accordingly, the purpose and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

3. Through the EAP, the City will provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse.
4. Upon successful completion of a drug and/or alcohol treatment program an employee may be released to resume work but will be subject to drug testing on a random, periodic basis, for up to two years thereafter as a condition of continued employment. These stipulations may be incorporated in a Last Chance Agreement.
5. An individual's participation in the program will not be made part of any personnel records and will remain confidential to the extent necessary to comply with this policy. Medical and insurance records, if any, will be preserved in the same confidential manner as all other medical records and be retained in a separate file as provided by law.

D. Management's Responsibility

The City will maintain screening practices to identify employees who use illegal drugs or abuse alcohol. Department Heads are responsible for implementing this Drug Free Workplace policy. It is the responsibility of the supervisors to observe the behavior of employees on the job as a precaution against unstable or unreliable behavior which could threaten the safety and well-being of employees and the community.

1. Supervisors are responsible for maintaining a safe work environment by

monitoring employees' behaviors and performance.

2. In the event a supervisor has a reasonable suspicion that an employee may be under the influence of drugs or alcohol, the employee must be sent for reasonable suspicion drug testing. A form for documenting cause for a reasonable suspicion drug test is attached.
3. In all cases when an employee is to be removed from duty for drug testing, the Department Head and Human Resources & Risk Management should be immediately notified.

E. Employee's Responsibility

1. It is each employee's responsibility to be fit for duty when reporting for work and to inform his/her supervisor if (s) he is under prescription or non-prescription medication which may affect job performance.
2. In the event an employee observes behavior in another employee, which raises a doubt as to that employee's ability to perform work in a safe, reliable and trustworthy manner, the employee should report this behavior to his/her supervisor.
3. Employees, who enter drug or alcohol treatment and/or rehabilitation program voluntarily at the request or insistence of the City or, as a condition of continued employment are required to fully participate in and complete the recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program will be responsible for payment of the treatment and/or program. If the employee fails to comply with the treatment and/or program, the employee will be subject to discipline, up to and including termination.

F. Medical Review Officer's (MRO) Responsibilities

1. The MRO will review all information from the testing laboratory in the event of a positive, confirmed test. The MRO will review any information from the employee or job applicant regarding the use of medication or other relevant medical information set forth in the form submitted prior to drug testing.
2. The MRO may request that the testing laboratory provide quantification of test results.
3. The MRO will provide confirmed test results to the Human Resources representative from the City.

1.5 PROCEDURE

In order to maintain a drug and alcohol-free work environment, the City will test for the presence of alcohol and drugs in the following circumstances:

1. ***Pre-employment:*** Job applicants who have been offered a position of employment and whose job requirements are that of a mandatory-testing, safety-sensitive, or special-risk position are required to take a drug and alcohol test.
2. ***Reasonable suspicion:*** Employees who are determined to be under reasonable suspicion of drug or alcohol use (as defined herein), are required to take a drug and alcohol test.
3. ***Post-incident:*** Employees are required to take a drug and alcohol test when the employee is involved in a job-related incident, which results in any of the following: (a) discernable property damage, (b) the employee receiving medical attention, or (c) the employee receiving a citation. [See 14.e. (i-iv)].
4. ***Random Testing:*** Employees are subject to random drug testing. Random selection for testing is done by an independent third party, approved by both the IAFF and the City, by a random computer-generated list. No more than one hundred percent (100%) of the IAFF population will be randomly tested during any one contract year: October 1st through September 30th.
5. ***Fitness for duty:*** All employees who are subject to routine annual medical examinations are required to take a drug and alcohol test as part of their medical examination.
6. ***Follow-up:*** All employees who have been referred to an employee assistance program or rehabilitation program by the City for drug and/or alcohol abuse are required to take drug and alcohol tests on a quarterly basis for up to two (2) years after their return to work. These stipulations may be codified in a Last Chance Agreement.

B. Consequences of Refusing a Drug Test

1. An employee who refuses to submit to a drug and alcohol test will be subject to immediate termination. An employee who refuses to submit to a drug test forfeits his/her eligibility for all workers' compensation medical and indemnity benefits.
2. A job applicant, as defined in section 1.3, #16, who refuses to submit to

a drug and alcohol test will not be hired.

C. Actions Following a Positive Confirmed Test

The City may administer disciplinary action, up to and including termination, for any employee who has a positive, confirmed drug or alcohol test.

D. Confidentiality

Confidentiality of records concerning drug and alcohol testing will be maintained to the extent necessary to comply with this policy. All information, reports, memos and drug test reports, written or otherwise, received by the City through the drug testing program will be kept confidential as provided by law.

The City's Employee Assistance Program, laboratories, drug, and alcohol rehabilitation programs who receive or have access to information concerning drug test results shall keep all information confidential. No such information will be released unless there is a voluntary written consent, signed by an employee or job applicant, except where such release is compelled by a court pursuant to an appeal taken under this section, or were deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

The City will maintain records concerning drug testing separate and apart from an employee's or job applicant's file.

E. Reporting of Use of Medication

Employees and job applicants may confidentially report the use of prescription or non-prescription medication both before and after having a drug test.

F. Notice of Common Medications

A list of most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test, is listed below in section I. Employees and job applicants should review this list prior to submitting to a drug test.

G. Medication Information

An employee or job applicant may consult with the testing laboratory for technical information regarding prescription and non-prescription information.

H. Employee Assistance Program

Refer to the Employee Assistance Program Policy for the name, address and telephone number of the City's current provider or contact the Human Resources and Risk Management Department.

I. Drugs to be Tested

In accordance with F.S. 893.03 as amended from time to time, the following is an illustrative and non-exhaustive list of drugs that will be tested:

1. Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors, resulting in a 0.04 or higher. A positive Breath Alcohol Test will be confirmed by a Blood Alcohol Test.
2. Amphetamines
3. Cocaine
4. Phencyclidine (PCP)
5. Hallucinogens
6. Opiates
7. Methaqualone
8. Barbiturates
9. Benzodiazepines
10. Synthetic Narcotics
11. Designer Drugs
12. A metabolite on any substance listed herein
13. Anabolic/Androgenic Steroids.

A list of drugs by brand names or common names includes:

<i>Opium</i>	Dover's Powder, Paregoric, Parepectolin
<i>Morphine</i>	Morphine, Pectoral Syrup
<i>Codeine</i>	Tylenol with Codeine, Empirin with Codeine, Robitussin A-C, Hydrocodone, Coke Crack
<i>Heroin</i>	Diacetylmorphine, horse, smack
<i>Hydromorphone</i>	Dilaudid
<i>Meperidine</i>	Demerol, Mepergan
<i>Methadone</i>	Dolophine, Methadone, Methadose
<i>Other Narcotics</i>	Laam, Leritine, Numorphan, Percodan, Tussiones, Fentanyl, Darvon, Talwin, Lomotil, Lorcet, Vicodin, Percocet
<i>Chloral Hydrate</i>	Noctec, Sommos
<i>Barbiturates</i>	Phenobarbital, Tuinal, Amvtal, Nembutal, Seconal, Lotusate
<i>Benzodiazepines</i>	Atavan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril
<i>Methaqualone</i>	Quaalude
<i>Methamphetamine</i>	Methyl Ice
<i>Glutethimide</i>	Doriden
<i>Other Depressants</i>	Equanil, Miltown, Noludar, Placidyl, Valmid

NEW DRUGS - New drugs will be added to the list of controlled substances based on amendments to the Florida Statutes and/or any federal law, rule, regulation, or procedure after a review with the Labor-Management Committee.

PRESCRIPTION DRUGS

Many prescription drugs can alter or affect drug tests. Due to the large number of obscure brand names and the constant marketing of new products, this list is illustrative and not exhaustive.

Alcohol: All liquid medications containing ethyl alcohol (ethanol). Read the label for alcohol content.

Amphetamines: Pbetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Lonamine, Fastin.

Cannabinoids: Marinol (Dronabinol, THC).

Cocaine: Cocaine, HCl topical solution (Roxanne)

Phencyclidine: Not legal by prescription

Methaqualone: Not legal by prescription

Opiates: Paregoric, Parepectolin, Donnagel PG, Norphine, Tylenol with Codeine, Emperine with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), MS Contin and Roxano (morphine sulfate), Percodan, Vicodin, Tussiorganidine, etc.

Barbiturates: Phenobarbitol, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorianl, Fioricet, Esgic, Butisol, Mebarel, Butabarbitol, Butalbital, Phrenilin, Triad, etc.

Benzodiazepine: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tanzene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.

Methadone: Dolophone, Metadose, etc.

Propoxyphene: Darvocet, Darvon N, Dolene, etc.

ANABOLIC/ANDROGENIC STEROID TESTING

Federal law placed anabolic steroids in Schedule III of the Controlled Substances Act (CSA) as of February 27, 1991.

An employee or job applicant who is contacted by the MRO may confidentially report the use of prescription medication(s) because the presence of these medications in the body may have affected the outcome of the test.

J. **Challenge of Test Results**

1. An employee who receives a positive confirmed test result may, within five (5) working days, submit information to the Director of Human Resources and Risk Management explaining or contesting the test result and explaining why the test result does not constitute a violation of the City's policy. An employee may provide a signed release authorizing the Director of Human Resources and Risk Management to provide the test result and his/her submitted information to the Union President (or Designee) and/or the Fire Chief.
2. If the explanation or challenge of the employee is unsatisfactory to the City, the City will provide a written explanation as to why the employee's explanation is unsatisfactory, and a copy of the report of positive confirmed test results will be provided to the employee.
3. An employee may further challenge the results of the test in a court of competent jurisdiction or, if the drug was administered due to a workplace injury, by filing a claim for benefits with a judge of compensation claims, pursuant to Chapter 440, Florida Statutes.
4. If an employee contests the drug test results (s)he must promptly notify the Medical Review Officer.

- A. *As referenced in Article 26 (A)– Education Non-probationary members are permitted to attend schools or classes for Career Ladder requirements Reimbursement rates are not intended to exceed Florida In-State tuition rates. Course selection and attendance must be pre-approved by the Deputy Chief.*
- B. Bargaining unit members are "Grandfathered-In" the current positions in which they are placed upon ratification of this Agreement.
- C. Prerequisites & Requirements

Probationary Firefighter (Prob FF):

1. Certified Florida Firefighter; and
2. Certified Florida Emergency Medical Technician; and
3. Currently enrolled in Last Semester Paramedic School; or
4. Certified Florida Paramedic

Firefighter (FF):

1. Successful completion of the Probationary Firefighter Manual ("Green Book"); and
2. Successful completion of FF Performance and Written Examinations; and
3. Minimum of one (1) year of service with BBFRD; and
4. Florida State Paramedic (Employees hired after October 1, 2022); and
5. Successful completion of the annual evaluation process for Probationary Firefighters; and
6. Selection by the Fire Chief with approval by the City Manager; and
7. Members hired after October 1, 2018 must be a Certified Florida Paramedic and be in "Active Paramedic" status within the Department to advance to Firefighter [Year 3](#) of the Pay Plan.

Operator Engineer (OE) & [Acting Operator Engineer:](#)

1. Successful completion of all prerequisite requirements for a Firefighter; and
2. Minimum of four (4) years of service with BBFR; and
3. Successful completion of FFP 2120 Building Construction for Fire Service*; and
4. Operator Engineer Manual ("Red Book"); and
5. State of Florida Certified Pump Operator; and
6. Successful completion of BBFRD Apparatus, Hydraulics, and Aerial Operation Performance and Written Examinations.

Rescue Unit Acting Lieutenant:

1. Minimum of four (4) years of service with BBFR; and
2. Successful completion FFP 2120 Building Construction for Fire Service*; and
3. Complete a Pre-Incident Plan on a City Target Hazard (to be pre-approved by the Safety Captain); and
4. NIMS 100, 200, 700, and 800 compliant; and
5. Successful completion of BBFR Officer Candidate Training

Rescue / Suppression Unit Acting Lieutenant:

1. Serving as a BBFR Operator Engineer for a minimum of 1 year; and
2. Complete a Pre-Incident Plan on a City Target Hazard (to be pre-approved by the Safety Captain); and
3. Successful completion of BBFR Officer Candidate Training; and
4. NIMS 100, 200, 700, and 800 compliant

Lieutenant (LT):

1. Minimum of six (6) years of service with BBFR; may be reduced by one (1) year with Florida State recognized Associates Degree or higher; and
2. Minimum of six (6) months serving as an Acting Lieutenant; and
3. Must be on a current Operator Engineer (O/E) promotional list or serving as a BBFR Operator Engineer for a minimum of 1 year; and
4. Florida State Certified Fire Officer I; and
5. NIMS 300 and 400 compliant; and
6. Successful completion of Lieutenant promotional examination/assessment process and selection by the Fire Chief with approval by the City Manager.

Acting Captain:

1. Serving as a Lieutenant for a minimum of six (6) months; or
2. Must be on current Captain Eligibility List

Captain (CAPT):

1. Minimum of nine (9) years of service with BBFR; and
2. Minimum of one (1) year as a BBFR Lieutenant; and
3. Successful completion of: (Effective 10/1/2023)
 - a. Florida Health and Safety Officer*
 - b. 6742 Florida Incident Safety Officer*
 - c. 7529 Legal Issues for the Safety Officer*; and
4. Successful completion of Captain's promotional examination / assessment process and selection by the Fire Chief with approval by the City Manager.

Acting Battalion Chief:

1. Serving as Captain for a minimum of six (6) months.

Battalion Chief (BC):

4. Minimum of twelve (12) years of service with BBFR; and
5. Minimum of two (2) years as a Captain with BBFR; and
6. Successful completion of: (Effective 10/1/2023)
 - a) 9516 Chief Officer Course*
 - b) 2770 Ethical and Legal Issue*s; and
7. State Certified Fire Officer II; and
8. Successful completion of Battalion Chief's promotional examination / assessment process and selection by the Fire Chief with approval by the City Manager.

*Or equivalent as determined and approved by the Fire Chief.

- A. As referenced in Article 24 – Education, bargaining unit members are eligible for tuition reimbursement pursuant to the City’s Tuition Assistance Program, Policy No. 05-003, which is included in this Addendum. The City agrees to fund the Tuition Assistance Program for IAFF bargaining unit members in the amount of \$25,000 each fiscal year of this Agreement. Funding for this program expires on September 30, 2025 until renegotiated.

Agreed to ____ day of _____, 2022, by and between the respective parties through the authorized representatives of the Union and the City.

Boynton Beach Association of Fire Fighters Florida Local 1891, IAFF:

Witness By: _____
Georgio Salame, Local 1891 President

Witness _____
Tyler Hoffmann, Local 1891 Secretary Treasurer

City of Boynton Beach:

Witness By: _____
Ty Penserga, Mayor

Witness _____
James Stables, Interim City Manager

Witness _____
Crystal Gibson, City Clerk

Approved as to Form and Correctness:

City Attorney