

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**CITY OF BOYNTON BEACH, FLORIDA**  
**AND**  
**BOYNTON BEACH FIRE FIGHTERS AND PARAMEDICS, IAFF LOCAL 1891**  
**OF THE**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, CLC**  
**For a Term Ending September 30, 2018**

**Ratified by Union:** 12/14/2015

**Ratified by Commission:** \_\_\_\_\_

*For a Term Ending September 30, 2018*

IAFF DK CITY go

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**PREAMBLE**

Section 1. This Agreement is entered into by and between the City of Boynton Beach, hereinafter referred to as the "City", and the Boynton Beach Fire Fighters and Paramedics, IAFF Local 1891, of the International Association of Fire Fighters, hereinafter referred to as the "Union".

Section 2. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences that may arise and to establish proper standards of wages, hours and other conditions of employment.

Section 3. The Union and the City jointly recognize the need to perform the highest quality and level of fire rescue services for the citizens of, and visitors to, Boynton Beach in the most efficient manner possible, and hereby agree, in the best interest of both, that the employees of the Fire Rescue Department will be best served by attaining maximum efficiency and productivity. Therefore, the parties hereto agree to use their best efforts to create and maintain an atmosphere in which every employee's efforts are aimed toward these objectives and will cooperate to these ends.

**ARTICLE 1**

**RECOGNITION**

Section 1. The City hereby recognizes the Union as the sole and exclusive bargaining agent for all Fire Fighters, including Lieutenants, Captains, Battalion Chiefs, and internally filled staff positions occupied by Fire Fighters whose job requires them to possess and maintain a Firefighter Certification.

Section 2. This recognition will be for the purpose of bargaining with the City with respect to wages, hours of work, and all other terms and conditions of employment.

**ARTICLE 2**


**DISCRIMINATION**


The City agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union. Union agrees not to discriminate against employees who elect not to become members of the Union.

Employees have an affirmative duty to report to City's Human Resources Director discriminatory conduct by Fire-Rescue department employees.

**ARTICLE 3**


**PAYROLL DEDUCTION OF DUES**

Section 1. The City agrees to deduct, once each pay period, dues in an amount certified to be current by the Treasurer of the Union from the pay of those employees 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 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 \$100.00 per contract year. 


Section 2. Any employee may revoke his/her dues deduction 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.

**ARTICLE 4**  
**UNION TIME POOL**

**Section 1.**

- 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 240 hours of time to be used in increments of 2 hours or more. 
- B. Between September 1 and September 15 of each year, bargaining unit members shall be permitted to donate hours of accrued vacation or comp time to be banked and subsequently used to permit designated union representatives to attend Union functions. Donations to this Union Time Bank shall be made by any bargaining unit member on a voluntary basis and on a designated submittal form. All donated time will be calculated and banked on an hour-to-hour basis. An accurate list of those employees donating to this time bank shall be maintained by the Union and administrative payroll, a copy of which will be provided to the Deputy Chief of Operations. Only those employees 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's responsibility to coordinate with Management the provision 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 Deputy Fire Chief 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 described in this Article. When scheduled use of Union Time results in overtime for another employee, the Union Time Pool will be charged (drawn down) at time and one-half so that an employee's absence is cost neutral to the City.



**ARTICLE 5**

**REPRESENTATION OF THE UNION**

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 1. The President of the Union, or the person or persons designated by said 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 of 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. 

**ARTICLE 6**

**REPRESENTATION OF THE CITY**

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 an 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 into 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.

**ARTICLE 7**

**RULES AND REGULATIONS**

Section 1. The Union agrees that its members shall comply with all Fire Rescue Department rules and regulations, including those relating to conduct and work performance.

Section 2. The City may adopt, change and modify rules and safety regulations necessary for the safe, orderly and efficient operation of the Fire Rescue Department as provided in this Article.

Section 3. A Committee on Rules and Regulations shall be established for the Fire Rescue Department. This Committee shall be comprised of six (6) members, three (3) appointed by the City and three (3) will be from the Union Executive Board. This committee shall be charged with the duty of reviewing the published and proposed Fire Rescue Rules and Regulations and issuing advisory opinions to the Fire Chief. This Committee shall meet as needed. Whenever the City changes work rules or issues new work rules, the Committee will be given at least fourteen (14) calendar days' prior notice, absent any emergency, before the effective date.

**ARTICLE 8**

**HOURS OF WORK**

Section 1. All employees covered under this Agreement presently working a 40-hour workweek shall be scheduled 40 hours per week upon agreement between the Union and Fire Chief.

Section 2. All shift employees covered under this Agreement shall work a 48-hour workweek, i.e., one (1) shift on duty and two (2) shifts off duty with a 24 hours Kelly day off during the 21 day work schedule. The one shift on duty will be from 7:30 am - 7:30 am the following day with the exception of battalion chiefs which will be from 7am-7am the following day.

Section 3. Employees may, voluntarily, on a temporary basis, be assigned by the Fire Chief or his designee to a 40-hour work schedule in order to accomplish special projects or special assignments.

**ARTICLE 9**

**WORKING CONDITIONS**

Section 1. Fire Rescue personnel may be needed at any time to fight fires and/or render emergency medical care. But, to do so effectively, they need to be constantly prepared. The safety of our citizens depends as much on the fire fighters' ability to maximize the effectiveness of their equipment, as it does on the fire fighters' willingness to risk their lives to protect the lives and property of others. They must be ready to respond immediately to an alarm. Continuous training and equipment maintenance are required to ensure that the desired optimum response effectiveness is attained.

Section 2. The Union pledges to support and participate 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.

Section 3. The City and the Union agree that employees will not be required to perform any task not related to their normal job description, other than routine station maintenance. Routine station maintenance shall be defined as any type of maintenance that is done on a scheduled basis, such as window cleaning, kitchens, living facilities, vehicles and safety equipment.

## ARTICLE 10

### UNIFORMS AND SAFETY EQUIPMENT

Section 1. The City shall supply Fire Rescue Department personnel with uniforms, on an as-needed basis, provided through the warehouse. The issue will include - uniform shirts, uniform pants/shorts, jumpsuit, ball caps, T-shirts, Last Resort Belt, shorts, work jackets, job shirts, and patches as needed. Current placement of patches will apply. One (1) pair of boots or safety shoes and one pair of dress shoes, on an as-needed basis, will be issued. Department personnel will be provided with an option to purchase shoes or boots of their choice, providing that the shoes/boots comply with department safety and uniform guidelines and that a receipt be provided for reimbursement. The amount to be reimbursed will not exceed \$125.00, the difference borne by the employee.

Uniforms may be acquired on an "as-needed" basis through "quarter-master" system with the following being the general guidelines for quantities each fiscal year:


- 2 ea. uniform shirts (Class A)
- 1 ea. Class A tie
- 1 ea. uniform pants (Class A)
- 1 ea. Jumpsuit
- 3 ea. Uniform pants/shorts (Class B) (EMS pants)
- 3 ea. polo shirts
- 1 ea. ball cap

1 ea. winter jacket  
1 ea. pair of approved black boots or safety shoes  
1 ea. pair of dress (Class A) shoes  
2 ea. shorts  
3 ea. T-shirts  
2 ea. Long-sleeve tee shirts  
1 ea. job shirts  
1 ea. Last Resort belt with buckle  
Wide-brimmed hat  
Specialty patches as required

New employees shall receive the above listed allocation.

Section 2. The City shall provide members of the Technical Rescue and Dive Teams with any specialized uniform(s) and safety equipment items needed to perform the functions of those respective teams as agreed to by the department's Labor/Management Team. These uniform and safety equipment items will be issued in addition to the normal complement of standard uniform and safety equipment items listed in Section 1 of this Article.

Section 3. All fire-fighting safety equipment, as determined by Fire Rescue Department regulations shall be furnished by the City. The title to such equipment shall remain with the City. 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 the Fire Fighter needs a replacement of fire-fighting safety equipment, he/she 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 have a maximum of four (4) weeks to replace the item, unless extenuating circumstances exist. The City shall notify the employee of the extenuating circumstances and of the approximate time the replacement item will arrive.

Section 4. The City shall arrange for the repair or replacement of an employee's uniform, work clothing, prescription optical aids, watches or dentures which become damaged or lost, through no fault of the employee, while the employee is performing firefighting/ rescue duties, responding to emergency operations or when conducting training functions scheduled by the department. The City shall be exempt from payment for those amounts that are paid by Workers' Compensation. The request for repair or replacement for such personal property must be submitted no later than the end of the second shift following the date of the occurrence.

Section 5. Personnel may be responsible for expenses incurred in replacing lost, misplaced or damaged safety gear and clothing due to personal negligence, or intentional misuse, subject to review and recommendation to the Fire Chief by the Labor Management Team.

Section 6. 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.

**ARTICLE 11**

**PHYSICAL EXAMS & IMMUNIZATION**

**Section 1**

- A. The City shall provide a thorough physical examination, for each permanent member of the Fire Rescue Department. The exam will be conducted in accordance with the most current edition of N.F.P.A.  1582 as approved by the Labor Management Team. Appointments for those examinations will be made by the Fire Rescue Department administration and will correspond with the employee's on-duty time.
- B. It is the responsibility of the employee to ensure that the physical exam, as noted in Section 'A', and all necessary follow-up testing be completed in a timely manner, as scheduled. Failure to do so, due to the importance of certification of fitness for duty, will result in the employee being placed in an unpaid leave status until such time as the full exam process is completed. Employees will be given opportunities to schedule appointments and/or associated medical tests while on duty.
- C. Pursuant to the Florida Worker's Compensation Act, F.S. 440, as amended from time to time, and the Firefighters Heart and Lung Bill,

F.S. 112.18, as amended from time to time, expenses related to diagnostic testing for an employee's 'fitness for return to duty', and expenses related to a duty-connected injury or illness will be the responsibility of the City.

Section 2. The City shall provide for any immunizations or medical treatment as needed for protection from cuts or exposure to disease suffered in the line of duty.

Section 3. Immunization

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

B. Hepatitis - Type B: 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.

C. Hepatitis - Type A: Offered to all members of the department covered by this agreement as defined in N.F.P.A. 1582.

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.

D. The City shall offer flu shots for all members as a means of protection

from contracting the flu while working during flu season.

Section 4. It shall be mandatory for the City to notify the employee when documentation exists that the employee was significantly exposed to a communicable disease in the line of duty only after such documentation is brought to the attention of the City. If an employee contracts a communicable disease as listed in Section 112.181 of the Florida Statutes, as amended from time to time, then it shall be presumed that the employee contracted that disease while on duty, except as stated in Article 11, Section 3-B and 3-C.

Record keeping and notification of known exposures shall be as required by Chapter 112.181 Florida Statutes, as amended from time to time.

Section 5. In the interest of encouraging the concept of preventative medicine and physical fitness, the city agrees to provide full body scanning to union personnel as identified herein. In order to control cost, these scans will be offered after five (5) years of employment with BBFRD, and will be provided every five (5) to ten (10) years.



This scan is not mandatory.


**ARTICLE 12**  
**GROUP INSURANCE**

**Section 1.**


**A. Medical, Dental, and Vision Insurance:**

Effective October 1, 2015, the sole medical benefit plan available to employees will be a High Deductible Health Plan (HDHP). The City shall pay the total HDHP medical, dental, and vision insurance premiums for all bargaining unit members while employed by the City. The members will pay the full cost of HDHP medical, dental, and vision insurance for their dependents. Types of coverage currently in effect during a plan year shall not be reduced during that plan year.

All policies shall be reviewed annually and modifications to the insurance plans may be made which benefit both the City and the union. The City will provide a

 minimum of thirty (30) days' notice if it intends to exercise its right to re-open this section for negotiation.

**B. HSA Contributions:**

The City will contribute an annualized total of \$1250.00 into an employee's Health Savings Account (HSA) on the first full pay check date following ratification by the Union. This amount will be renegotiated each contract year. 

- i. In order to be eligible for the HSA deposit above, an employee

must be actively employed on the check date in B.a.

C. Leave Time Conversion to HSA:

The City will provide opportunities to convert an annualized total of up to seven hundred fifty dollars (\$750.00), after pension deduction, of any combination of sick and vacation time at the 100% conversion rate to help fund their HSA. This provision will be negotiated each contract year. For Plan Year One, this conversion can be done at the following times:

- i. December 15, 2015 – January 15, 2016 (any amount up to an annualized total of \$750.00)
- ii. April 1, 2016 – April 30, 2016 (any amount up to an annualized total of \$750.00).
- iii. For purposes of this Article, “annualized” means plan year/contract year/fiscal year October 1, 2015 through September 30, 2016.

D. New Hires:



Upon hire, members will accrue one hundred dollars (\$104.17) per month for the City to deposit into their HSA through September 2016, while employed. The initial deposit will be made the first check of the month in which the member becomes enrolled in the City's group medical insurance. This provision will be negotiated

each contract year.

E. Bargain for More Economical Coverage:

If the Union determines that it can provide more economical coverage than the City's principal medical insurance, the Union may bargain for a dollar amount per bargaining unit member to be applied to insurance secured through the Union. If the Union intends to exercise this option, the Union will provide written notice to the City Manager no later than February 15, 2016. The City and the Union will meet within twenty (20) days of receipt of the Union's notice to bargain this section of the Article.

The City and the Union agree that negotiations regarding this Section must be concluded by May 20, 2016, with the result being either the Union's acceptance of a dollar amount in exchange for the Union exiting the City's group medical insurance plan, or the Union's rejection of a dollar amount and agreement to stay on the City's selected group medical insurance plan for Plan Year Two.

F. Reopener:

The City and the Union agree to reopen this Article for negotiations beginning in May 2016.

Section 2. Life Insurance: Members of the bargaining unit shall be covered by the

same \$10,000 term life and accidental death policy provided by the City to all employees. Members of the bargaining unit shall also be provided with an additional \$25,000 term life and accidental death policy with the premium paid by the City.

Section 3. Fiscal Responsibility: Both the City and the Union understand that the costs associated with providing additional benefits for employees have significantly increased over the past several years. It is the intent of the City and the Union to work together in order to find acceptable ways to reduce the City's expenses associated with providing additional benefits for employees.

Section 4. The City agrees, that for a full-time firefighter who 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 premium for the employer's health insurance plan for the injured employee, the injured employee's spouse, and for each dependent child of the injured employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 26 if the child continues to be



dependent for support, or the child is a full-time or part-time student and is dependent for support. The term "health insurance plan" does not include supplemental benefits that are not part of the basic group health insurance plan. If the injured employee subsequently dies, the employer shall continue to pay the entire health insurance premium for the surviving spouse until remarried, and for the dependent children under the conditions outlined in this paragraph.

**ARTICLE 13**

**LEGAL DEFENSE**

**Section 1.**

The City will provide an employee with a legal defense when an employee is listed as a defendant in a civil action, provided the employee 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.

**Section 2.** The City shall not assign any voluntary off-duty services from bargaining unit employees where such service(s) will involve any direct duty related work such as firefighting or emergency medical services. This Article does not prohibit employees from volunteering their off-duty time to participate in authorized events which have, as their ultimate goal, activities such as public education or public relations for the Fire Rescue Department, provided however that such volunteer service does not waive an employee's coverage under the provisions of Section 1 of this Article.

**ARTICLE 14**

**WAGES**

Section 1. Effective October 1, 2015, the following charts contain the current pay scales that are effective for shift and non-shift members of the Bargaining Unit.

**SHIFT EMPLOYEES**

	Pay Grade	Hours Week	Hourly Minimum	Annual Minimum	Hourly Midpoint	Annual Midpoint	Hourly Maximum	Annual Maximum
Firefighter Prob	14P	48	\$18.3646	\$45,838.09				
Firefighter 1	14	48	\$19.2829	\$48,130.00	\$20.7473	\$51,785.24	\$22.3229	\$55,718.08
Firefighter 2	15	48	\$23.4391	\$58,503.97	\$26.3171	\$65,687.59	\$29.1952	\$72,871.21
Firefighter 3	18	48	\$24.6113	\$61,429.76	\$27.6333	\$68,972.63	\$30.6553	\$76,515.51
Lieutenant	23	48	\$29.4065	\$73,398.73	\$33.0173	\$82,411.23	\$36.6281	\$91,423.74
Captain	26	48	\$33.2221	\$82,922.45	\$35.7452	\$89,220.01	\$38.4599	\$95,995.85
Battalion Chief	28	48	\$36.6281	\$91,423.74	\$38.4599	\$95,995.85	\$40.3833	\$100,796.61

**Paramedic/Specialty Team Pay**

Paramedic \$3.75 Over Hourly Base Rate (\$9,360.00 annual rate)   
 Technical Rescue \$0.75 Over Hourly Base Rate (\$1,872.00 annual rate)

**NON-SHIFT EMPLOYEES**


	Pay Grade	Hours Week	Hourly Minimum	Annual Minimum	Hourly Midpoint	Annual Midpoint	Hourly Maximum	Annual Maximum
Firefighter Prob	14P	40	\$22.0375	\$45,838.09				
Firefighter 1	14	40	\$23.1394	\$48,130.00	\$24.8967	\$51,785.24	\$26.7875	\$55,718.08
Firefighter 2	15	40	\$28.1269	\$58,503.97	\$31.5806	\$65,687.59	\$35.0342	\$72,871.21
Firefighter 3	18	40	\$29.5335	\$61,429.76	\$33.1599	\$68,972.63	\$36.7863	\$76,515.51
Lieutenant	23	40	\$35.2878	\$73,398.73	\$39.6208	\$82,411.23	\$43.9537	\$91,423.74
Captain	26	40	\$39.8666	\$82,922.45	\$42.8942	\$89,220.01	\$46.1518	\$95,995.85
Battalion Chief	28	40	\$43.9537	\$91,423.74	\$46.1518	\$95,995.85	\$48.4599	\$100,796.61

**Certification Incentive Pay**

Paramedic \$4.50 Over Hourly Base Rate (\$9,360.00 annual rate)   
Technical Rescue \$0.90 Over Hourly Base Rate (\$1,872.00 annual rate)

**Section 2.**

- A. Effective October 1, 2015, October 1, 2016 and October 1, 2017, each member of the bargaining unit shall receive a wage adjustment consistent with the increase in pay ranges identified in Section 1.
- B. Employees who reach the maximum salary cap shall receive a lump sum payment equal to the amount they would receive based on the criteria included herein. Lump sum payments in accordance with this section shall be considered a salary disbursement included in W-2 holdings for the purpose of pension calculations.
- C. The table in Addendum "B" will be used as an administrative guide to wage adjustments and/or promotions through the ranks.

**Section 3.** Any changes in the performance appraisal instrument will be made by the Labor Management Team 

**Section 4.** This Article will be reopened for negotiations of a possible COLA for contract years 2016-2017 and 2017-2018. 

**Section 5.** No cost of living increases/base wage increases or step increases, except those resulting from a promotion or assignment, shall be paid beyond September 30, 2018

unless specifically negotiated in a successor Collective Bargaining Agreement or Memorandum of Understanding.

**ARTICLE 15**

**OVERTIME AND CALL BACK**

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

Section 2.    Overtime:    Overtime is defined as any time an employee is required to stay longer than his/her assigned 24-hour shift by his/her supervisor. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate inclusive of Certification Incentive Pay. Employees who are in a duty status less than ten (10) minutes either before their shift or after their shift will not be eligible for overtime pay. Employees who are in duty status for ten (10) minutes or more either before their shift or after their shift must be so only with their supervisor's approval in order to be eligible for overtime pay at the overtime rate.

Section 3.    Efforts are made to offer classes for renewing certificates on shift schedules. When these classes are offered on a shift schedule, and an employee elects to attend classes

outside of their shift schedules (s)he will not be compensated. Additionally, employees attending classes not required by the Chief or his/her designee, will not be compensated.

Section 4. No employee covered by this collective bargaining agreement shall be eligible for overtime or call back following the use of more than twelve (12) hours sick leave for shift personnel or five (5) hours sick leave for staff personnel until they have returned to work for at least one full regular scheduled work day: (twenty-four [24] hours for shift personnel or ten [10] hours for staff personnel).

**ARTICLE 16**

**EXCHANGE TIME**

**Section 1.**

- A. Employees covered by this Agreement may exchange their working shift or shifts and exchange their off-duty day or days with other employees. The shift officers of the employees who are exchanging time, 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. Exchange time shall require at least twenty-four (24) hours' notice to the Shift Commander except in the event of an emergency to the employee when the exchange of that employee does not affect the normal operation of that shift(s).
- B. Shift exchanges submitted prior to eight weeks (56 days) in advance will be tentatively approved. Upon 56 days in advance of the scheduled shift exchange, the exchange will automatically receive final approval unless the employee has been notified of a necessary cancellation. Any cancellation of a shift exchange will be in writing and received by the affected employee prior to the 56-day time frame.
- C. No employee may monetarily compensate another employee to



exchange a shift.

Section 2. For the purposes of this article, the ranks of Firefighter 1, Firefighter 2 and Firefighter 3 shall be referred to as "Firefighters" and Lieutenants, Captains and Battalion Chiefs shall be referred to as "Officers." Firefighters may only exchange time with other firefighters, the only exception being that Firefighter 3's may also exchange time with Lieutenants. Officers can exchange time with each other, as identified in departmental Standard Operating Guidelines.

**ARTICLE 17**

**SICK LEAVE**

Section 1. Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay provided the employee has accumulated hours. Employees covered under this Agreement shall be allowed twelve hours of sick leave per each month of service from their first day of employment, and shall continue to do so as long as they are employed. Unlimited accumulation of sick leave is authorized. Employees who have more than two hundred forty (240) hours of sick leave as of April 1 of the current year, may request to transfer, no later than April 1<sup>st</sup>, up to one hundred (100) sick leave hours to vacation leave hours provided that accumulated sick hours shall not drop below 240 hours as a result of the transfer. Transfer of this time will be credited to the employee's vacation bank during the month of April.

Section 2. Upon termination or retirement, unused sick leave shall be compensated at the rate of one-half (1/2) the total number of hours accumulated.

Section 3. For every consecutive six-month period elapsing since the employee's last sick occurrence, shift employees shall receive 24 hours vacation time and 40-hour employees shall receive 16 hours vacation time.

Section 4. Employees covered under this Agreement will be required to provide a doctor's certificate which will include the date the employee was examined, the



- D. Any donated sick time will not reflect as sick time taken by the employee; therefore, donated sick leave will not be counted against an employee's sick leave record.


Section 6. Employees who call in sick, may return to work during the remainder of their shift if they feel capable of performing their work duties. An employee who returns to work after calling in sick, must use a minimum increment of 12 hours of sick leave before they may return to work.

Employees who leave work during shift due to illness must remain out for the remainder of the shift.

Section 7. Light Duty. Employees may return to work with a Light Duty Certificate and/or a letter completed as set forth in Section 4 of this Article from their physician, provided there is work available within the Department, and that work would comply with the doctor's requirements. Availability of light duty assignments will be determined by the Fire Chief.

Section 8. Permanent employees that have exhausted their accumulated sick leave and are still unable to return to work may draw against their annual leave account (vacation time). Such request must be made to the Fire Chief by the employee, who in turn must notify the Human Resources Director on the appropriate form.

Section 9.

- A. No more than five (5) working days, or forty (40) hours, whichever is greater, in any calendar year, may be taken for forty (40) hour employees, and two (2) shift days for shift employees, as sick leave because of illness within the immediate family. For the purpose of this
-  Section, the "immediate family" shall consist of the employee's spouse, registered domestic partner, parents, children, or any family member residing with the employee for which the employee is the primary care giver.
- B. In the case of a prolonged, serious illness of the employee or an eligible family member, an employee should apply for FMLA as provided for in City policies. Employees requesting this family sick provision for other than the immediate family shall provide Administration with verifiable proof of primary care giver status prior to the use of this provision.

## ARTICLE 18

### COMPASSIONATE LEAVE


Section 1. In the event of the death of a family member of an employee, the employee shall be granted one (1) shift day leave on a day of the employee's choosing within two (2) weeks of the death. The employee shall be granted two (2) consecutive shift days leave on the days of the employee's choosing within two weeks of the death, if out of state travel for interment is required. "Family member" is defined as the employee's spouse, registered domestic partner, mother, father, stepfather, stepmother, 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 or daughter. Verification of the death must be supplied to the City Human Resources Office.

Section 2. Employees benefiting from this article are responsible for providing a verifiable written notice of death (i.e. obituary or copy of death certificate), to the fire department payroll clerk, within 30 business days of the last date of compassionate leave. Failure to do so will result in the rescission of previously paid leave, providing due process is followed with regard to disciplinary action.

**ARTICLE 19**

**VACATION**

**Section 1.** The following plan outlines the vacation leave policy for both the 40-hour employees and the Fire Rescue Department shift (48-hour) employees. Vacations will be picked on a seniority basis and can be taken in increments of 12 or 24 hours, one shift at a time.

**Section 2.** Each employee shall earn vacation leave, accumulated in hours, for each full year of continuous service as outlined below. Employees on initial one-year probation are not eligible to take vacation for the first six months. Vacation will be accrued in accordance with the following schedule: 

**Vacation Accrual Policy (40-hour work-week)**

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Vacation Hours</u>
<u>DOE until First Anniversary</u>	12	96
<u>Beginning of 2<sup>nd</sup> year until Fourth Anniversary</u>	15	120
<u>Beginning of 5<sup>th</sup> year until Eighth Anniversary</u>	18	144
<u>Beginning of 9<sup>th</sup> year until Eleventh Anniversary</u>	20	160
<u>Beginning of 12<sup>th</sup> year until Fifteenth Anniversary</u>	22	176
<u>Beginning of 16<sup>th</sup> year until Twentieth Anniversary</u>	24	192
<u>Beginning of 21<sup>st</sup> year and thereafter</u>	25	200

**Vacation Accrual Policy (48-hour work-week)**

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Vacation Hours</u>
<u>DOE until First Anniversary</u>	5	120
<u>Beginning of 2<sup>nd</sup> year until Fourth Anniversary</u>	6	144
<u>Beginning of 5<sup>th</sup> year until Eighth Anniversary</u>	7	168
<u>Beginning of 9<sup>th</sup> year until Eleventh Anniversary</u>	8	192
<u>Beginning of 12<sup>th</sup> year until Fifteenth Anniversary</u>	9	216
<u>Beginning of 16<sup>th</sup> year and after</u>	10	240



In computing vacation leave earned, no increments will accrue for any pay week that includes three or more days of leave of absence without pay. For uniformed members of the Fire Rescue Department no increments will accrue for any 21 day work schedule that includes four or more days of leave of absence without pay.

Employees may accrue vacation leave to a maximum of the leave earned in the most recent two employment years, and, in addition, will include hours earned as referenced in Article 17, Sick Leave, Section 3.

Section 3. For special "one time" kind of events, employees will be allowed to accumulate more than two years earned accrued vacation with the prior approval of the Chief. 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: An employee may accrue 12 shift days in two years. The employee requests two additional days beyond the maximum. The employee must submit his/her request for the two additional days four months prior to his/her 12-shift day maximum for approval to extend the 12 days to 14.

Section 4. Personnel requesting vacation time on the same day will not be approved if the issuing of the vacation time results in call back.



**ARTICLE 20**

**PERSONAL TIME**

Section 1. Any employee covered by this Agreement shall be able 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 that hours are not fractionalized for personal reasons while on duty.

Section 2. 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 Chief or his/her designee.


Section 3. Efficient/normal operating levels shall be determined by minimum staffing as determined by the Fire Chief.



Section 4. Seniority will not be a factor in granting personal time. No grievance procedures will be available to any employee regarding this Section.



**ARTICLE 21**

**HOLIDAYS**

 Section 1. The following days shall be considered holidays: New Year's Day, Martin Luther King Jr. Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday that follows Thanksgiving, Christmas Day and Christmas Eve. Any additional holidays declared by the City shall be added to the above list. Any employee covered by this Agreement, in pay status, at the time the holiday occurs, if assigned to a 24-hour shift, shall receive 12-hours pay for each holiday. Forty (40)hour employees, including those who are on a light duty assignment, will follow the same holiday schedule as all non-shift employees.

Section 2. If an employee covered by this Agreement wishes, the employee may receive the above (Section 1) holiday pay, (with the exception of Labor Day which will be paid as a regular holiday), at straight time in one lump sum on the last pay  period in August of each year. The individual employee will sign and have in the Finance Department, the first week of the current contract, a form as follows: 

**ANNUAL DEFERRED HOLIDAY PAY REQUEST**

**CONTRACT YEAR**

**I DO WANT MY HOLIDAY PAY DEFERRED**

---

SIGNATURE

NOTE: Those who do want their holiday pay deferred, hereby authorize the City to withhold their 10 paid holidays, (Labor Day the exception), until the last pay period in August, with all proper withholdings taken out. They also understand that at no time during this period under any circumstances, except if no longer covered under the bargaining unit, will they be eligible to receive any deferred monies until the last pay period in August.

**I DO NOT WANT MY HOLIDAY PAY DEFERRED**

---

SIGNATURE

**PRINT NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DEADLINE: September 30**

Newly hired employees to the Fire Rescue Department shall have one week from date of employment to sign up for the holiday pay option. The holiday pay will be based on the number of holidays remaining in the contract year.

**ARTICLE 22**

**COURT TIME**

Section 1. Any employee covered by this Agreement who is summoned or subpoenaed to appear in a court of law, while off duty, as a result of his/her employment as a member of the Fire Rescue Department, will be paid for his/her court time at the rate of one and one-half (1 1/2) times his/her current hourly rate, excluding travel time, provided the Fire Chief is given prior notification so that the Chief has the opportunity to schedule such appearance during regular duty hours. The employee will receive a minimum of three (3) hours pay, and the employee shall return all fees received from the Court to the City. This Section does not apply when the employee is required to appear on a day that they are on duty.

Section 2. Any employee covered by this Agreement 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 employee shall notify the Fire Chief upon receipt of a summons for jury duty.

Section 3. An employee who has been instructed to remain on standby for court appearance purposes during the employee's off-duty hours shall be paid one-half 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 an employee is required to standby for eight (8) hours, the employee shall receive four (4) hours plus one (1) additional hour at straight time. If an employee does go to court he will be paid for the court time indicated in Section 1 and not receive any standby time pay.

**ARTICLE 23**

**WORKING OUT OF CLASSIFICATION**

**Section 1.** Any employee covered by this Agreement, who is assigned the duties and/or responsibilities of a range above his/her current classification in the absence of their direct supervisor, shall be compensated for holding that higher position at a rate of pay equivalent to five percent (5%) for each rank worked out of class, except when assigned as a Lieutenant in which case the FF3 shall be compensated for holding that higher position at a rate of pay equivalent to eight percent (8%). When assigned, the employee shall accept the duties and responsibilities of the position. The internal ranking of Fire Fighter 1, 2, and 3 shall be considered as one classification (Fire Fighter) only for purposes of this Article. In the absence of the Captain's position assigned each day at Station 5, one Lieutenant will be assigned to step up for the shift at Station 5. This Captain's position is not unit dependent and may be assigned to the Engine, Rescue, or Special Ops Unit (if a member of the Special Ops Teams). For the Captain's positions at Stations 1, 2, 3 and 4, step up assignments shall be utilized when the Captain is absent for extended periods (2 or more consecutive shifts) and will be paid to one Lieutenant who assumes the role and responsibilities of the Captain for two (2) or more consecutive shifts during the absence.

Section 2. Higher classification assignment shall, with the Chief's discretion as to ability, be made on a rotating basis in order to afford all employees an equal opportunity to gain experience in the next higher position. The Chief, or designee shall make official notification to the acting party. This notification shall be logged as part of daily permanent records.

Section 3. Assignments will not be changed so as to intentionally avoid payment.

**ARTICLE 24**

**EDUCATION**

Section 1. All employees covered by this Agreement shall be permitted to attend schools or classes while on duty, using personal time as defined in Article 20, 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 Shift Commander. Such leave will be on a rotating basis.

Section 2. The City shall pay, upon completion of classes, in accordance with the Boynton Beach Fire Rescue Department Tuition Refund Program, attached as Addendum "C". The provisions of this article and addendum that relate to reimbursement for General Education Core Courses and Degree Program Core Courses other than those specified in the Career Ladder (Addendum "D") have been suspended since 10/01/2011.

Section 3. The City shall provide an opportunity for sending members of the Fire Rescue Department covered by this Agreement, not to exceed funds established in the City budget, to approved out-of-town training classes. A list of classes shall be posted so each employee will have the opportunity to request the class or classes of his/her choice. Those attending shall be entitled to travel pay in accordance with



City policy.


Section 4. Employees will be 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.

**ARTICLE 25**

**EDUCATIONAL SUPPLEMENTAL COMPENSATION**

**Section 1.** Fire Rescue Department Employees covered by this Agreement will be eligible for a monthly education incentive payment not to exceed the supplemental compensation limits set forth in applicable Florida Statute, FSS 633.382, as amended from time to time, and the corresponding regulations in the Florida Administrative Code.

**Section 2.** The City will match the incentive payment as provided in Section 1.

**Section 3.** In the event that the incentive payment, as referenced in Section 1, is discontinued or adjusted for any reason, the City's contribution will not change and will remain consistent with the amount provided on 10/01/2013, throughout the term of this contract. 

**ARTICLE 26**

**PARAMEDIC/SPECIALTY TEAM ASSIGNMENT PAY**

**Section 1.**

- A. Employees 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 \$9360.00 per year. This amount will equate to an hourly rate of \$3.75 per hour (\$4.50 per hour for 40-hour employees), over and above the base rate of pay, which will not be included in the employee's maximum. This assignment pay shall be considered a salary disbursement included in W-2 holdings for the purpose of pension calculations.
- B. An employee 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 annual Paramedic incentive pay as noted in Section 1 (A).

Section 2.

- A. Employees selected to serve on the Special Operations (SPOPS) Team, inclusive of the Dive Rescue Team members, in accordance with criteria set forth by the Department and who perform SPOPS and Dive Rescue duties as assigned by the Fire Chief will receive \$1,872.00 per year. This amount equates to an hourly rate of \$0.75 per hour (\$0.90 per hour for 40-hour employees) over and above the base rate of pay, which will not be included in the employees maximum. This assignment pay shall be considered a salary disbursement included in W-2 holdings for the purpose of pension calculations.
- B. Employees who receive an unsatisfactory evaluation will be removed from the SPOPS and/or Dive Rescue Team until their evaluation is satisfactory or above.
- C. An employee who is serving as an active member of the SPOPS and Dive Rescue Team, but who is inactivated, either by choice or administrative direction, as an active member of the SPOPS Team and is not on assignment as a team member will no longer receive the incentive as noted in Section 2A.

**ARTICLE 27**

**LICENSES & REGISTRATION FEES**

The City shall pay the fee for any license required by the State or City, such as EMT renewals or certificates. In the event of any changes required by law regarding driver's license requirements for firefighters, the City shall pay the initial fee only for such license changes. All subsequent renewal of such license fee shall be the responsibility of the employee.

**ARTICLE 28**

**SENIORITY LIST**

Section 1. The Fire Rescue Department shall establish a seniority list and it shall



be updated on January 1st of each year. 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 days of the posting. After thirty days, it shall stand approved, unless documented evidence is presented to justify changes or adjustments.



Section 2. Employee'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 employee's Fire Rescue Department ID number. The lower the ID number, the higher the position on the seniority list.

Section 3. Layoffs and staffing cutbacks for collective bargaining agreement members shall be determined by the seniority list. The collective bargaining agreement member with the highest fire department employee number on the seniority list will be laid off first and so on up the list. In the event of layoffs and/or cutbacks, the City agrees to notify the union president in writing, no later than two



(2) weeks prior to said action. Employees 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 new employees will be hired into any classification covered by this collective bargaining agreement while a laid-off employee has recall rights.

**ARTICLE 29**

**VACANCIES AND PROMOTIONS**

**Section 1.** Budgeted promotional vacancies occurring in any position within the certified bargaining unit will be filled in the following manner:

1. Posting of the vacancy;
2. Acceptance of applications;
3. Scheduling of promotional examination;
4. Establishment of an eligibility list;
5. Interview and Selection.

Any such vacancy approved to be filled by the City Manager, shall be offered within



thirty (30) days of the establishment of the appropriate eligibility list.

**Section 2.** Minimum requirements for promotional opportunities and the promotional process are as outlined in the "Career Ladder" (Addendum "D"). Any changes to this Career Ladder will be made by the Labor Management Team.



**ARTICLE 30**

**BULLETIN BOARDS**

The City shall furnish at each fire station 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. A 3' x 4' space is hereby approved. The Union is to supply the bulletin boards. The Union holds the City harmless for any content posted on its bulletin board.

**ARTICLE 31**

**NOTIFICATION AND DISTRIBUTION**

Section 1. The Union's Business Agent shall receive notification of the agendas and minutes of all regular and special meetings of the City Commission.

Section 2. The Union will be provided with a copy of departmental Rules and Regulations and Standard Operating Guidelines and will be provided with updates as they become available.

**ARTICLE 32**

**GRIEVANCE PROCEDURE**

Section 1. Grievances or disputes that may arise, including the interpretation of this Agreement, shall be settled in the following manner:



A. "Business days" are defined as Monday through Friday, 8:00 A.M. - 5:00 P.M., excluding City holidays.



Step 1. The aggrieved employee shall within ten (10) business days of the occurrence which gave rise to the grievance, submit a letter and signed petition to the Union Grievance Committee, which is made up of the Union Executive Board. The Union Grievance Committee shall determine if a grievance exists. If in its opinion no grievance exists, no further action is necessary.



Step 2. If a grievance does exist, the Committee shall within twenty (20) business days of the event giving rise to the grievance, with the physical presence of the aggrieved employee, present the grievance to the Chief or his designee for adjustment.



Step 3. If the grievance has not been settled within ten (10) business days from the date of submission to the Chief or his designee, the grievance may then be submitted to the City Manager for adjustment. The City Manager, prior to making a decision on the grievance, may conduct a predetermination conference and require the grievant

to submit to an inquiry regarding the substance of the grievance. The City Manager may be assisted by the City Attorney. The grievant may be assisted by a union representative or counsel of his/her choice. The inquiry by the City Manager may be tape-recorded. In the case of grievances involving disciplinary action, all matters in defense or in mitigation of the proposed disciplinary action shall be raised by the grievant.




Step 4. If the grievance has not been settled by the City Manager within ten (10) business days from the date of the predetermination conference, the grievance may then be submitted to arbitration.

Step 5. If the grievance has not been satisfactorily resolved within the above procedure, the Union may request a review by an impartial arbitrator, provided such request is filed in writing with the City Manager no later than ten (10) business days after the City Manager's response is due in Step 4. The parties will attempt to mutually agree upon an arbitrator. If this cannot be done within fifteen (15)



business days, an arbitrator from a list provided by the Federal Mediation and Conciliation Service shall be used. The parties agree to accept the Arbitrator's award as final and binding upon them, subject to the following: The arbitrator shall have jurisdiction and authority to decide a grievance as defined in this Agreement. The arbitrator shall have no authority to add to, subtract from, modify or alter this

Agreement or any part thereof or any amendment thereto. It is contemplated that the City and the Union shall mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing, and if this is done, the arbitrator shall confine his/her decision to the particular matter thus specified. In the event of the failure of the parties to so agree on a statement of the issue to be submitted, the arbitrator will confine his/her consideration to the written statement of the grievance presented in Step 3 of the Grievance Procedure. Each party shall bear the expense of its witnesses and of its own representatives. The parties shall bear equally the expense of the arbitrator. The cost of the arbitrator's copy of the transcript will be shared equally by the City and the Union. Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days of the hearing. 

Section 2. The Union reserves the right to represent or not represent employees who are not members of the Union, as provided by law.

Section 3. This article is intended to provide for "rights" arbitration, i.e., resolution of disputes which impact upon or affect wages, hours and terms and conditions of employment. This article is not intended to provide for "interest" arbitration.

**ARTICLE 33**

**PREVAILING RIGHTS**

All job rights and benefits heretofore authorized or permitted by the City Manager or Fire Chief and continuously enjoyed by employees covered by this Agreement and not specifically provided for or abridged by this Agreement shall continue in full force and effect for the term of this Agreement. Except as specifically provided in this Agreement, this Agreement should not be construed to deprive any employee of benefits or protection granted by the Laws of the State of Florida or Ordinances and Resolutions of the City of Boynton Beach in effect at the time of the execution of this Agreement. Provided, however, nothing in this Agreement shall obligate the City to continue practices or methods which are unlawful or unsafe.

**ARTICLE 34**

**SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

**ARTICLE 35**

**APPENDICES, AMENDMENTS AND ADDITIONS**

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.



**ARTICLE 36**

**SUCCESSORS**

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.

**ARTICLE 37**

**COMPENSATORY TIME**

Section 1. Employees who participate in required educational and/or required training activities as approved by the Fire Chief or designee who are unable to attend those classes "on shift" due to scheduling difficulties, and take those classes and/or training on their off duty time, shall be eligible to receive compensatory time. Additional compensatory time can be granted for persons approved for special projects and events as directed by the Fire Chief or designee. All compensatory time will be earned at the rate of time and one half, with a cap of one hundred twenty (120) hours. When an employee earns compensatory time his/her account will be credited with the appropriate time in ¼ hour increments. If an employee's compensatory time bank balance falls between ninety six (96) and one hundred twenty (120) hours, that employee will no longer be eligible to earn compensatory time (they will only be eligible to earn overtime pay) until the balance falls below ninety six (96) hours.

Section 2. All compensatory time earned through July 1st must be used by September 30<sup>th</sup> or the employee will be paid any remaining balance of his/her unused compensatory time in the first full two (2) week paycheck in October.

**ARTICLE 38**

**MANAGEMENT RIGHTS**

Section 1. The Union and the bargaining unit employees 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.

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 and/or otherwise determine the criteria and standards of selection for employment; and to fire, 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.

Section 2. 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.

Section 3. 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.

**ARTICLE 39**

**SUPPLEMENTAL RETIREMENT INSURANCE**

**Section 1. Establishment of the Boynton Beach Firefighters Retirement Insurance Fund**

Local 1891 shall establish 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 retire on or after October 1, 2005, and meet certain other established eligibility requirements. Any and all eligibility requirements and benefits provided will be determined solely by the board of Trustees of the 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.

**Section 2. City Contribution of Funds 2010.** Effective October 1, 2010, the City will increase 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.

**Section 3.** In subsequent years, throughout the term of this contract, the City will contribute an

amount derived from the cumulative amount not paid to employees from the inception of the Fund on October 1, 2005.

Section 4. Annual Payment of Funds

In subsequent years, the annual contribution, an amount derived from the cumulative amount not paid to employee's shall be remitted to the Fund by October 15, and every October 15<sup>th</sup> thereafter, provided that the department has received a written invoice for said benefits. Failure to submit a written invoice shall not bar the 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 behalf of each employee in pay status on October 1 2013, and every October 1, thereafter. Accompanying the contribution, the City shall provide a list of all department members for whom payment was made.

Section 5. 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, and is intended to survive as long as Local 1891 is certified as the Bargaining Representative of employees employed by the Department. 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.

Section 6. 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.

**ARTICLE 40**

**COLLATERAL DOCUMENTS**

- A. The collective bargaining agreement does not exist in a void. Provisions of the Personnel Policy Manual (PPM), the Administrative Policy Manual (APM), Department Rules and Regulations, and other policies established by resolution or ordinance (collectively referred to as collateral documents), may be applicable to bargaining unit members unless the terms of said collateral documents conflict with the terms of a specified article in this agreement, in which case the terms of this Agreement shall prevail. 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.



**ARTICLE 41**

**PENSION**

Upon ratification of this Agreement, 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. The Mutual Consent Agreement is attached hereto as "Addendum E."

**ARTICLE 42**

**DRUG FREE WORKPLACE**

**Section 1.**

- A. **Drug-Free Workplace.** Both the City and the Union recognize that substance abuse is a widespread problem within our society. The Union will assist Fire Rescue Department employees 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".

**ARTICLE 43**

**DURATION**

This Agreement shall be in force and effect upon ratification through September 30, 2018.



Negotiations for a successor Agreement shall begin no later than March 1, 2018 upon written notice from either Party to the other. If all issues are not resolved by September 30, 2018, this Agreement shall remain in force and effect until all issues have been resolved in accordance with Chapter 447, Part II, Florida Statutes, as amended from time to time.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the respective parties through the authorized representatives of the Union and the City.

**BOYNTON BEACH FIGHTERS AND PARAMEDICS, IAFF, LOCAL 1891:**

\_\_\_\_\_  
Witness

BY:   
\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary

**CITY OF BOYNTON BEACH**

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
City Manager

**Approved as to Form and Correctness:**

\_\_\_\_\_  
City Attorney

**UNION CONTRACT – ADDENDUM “A”**

**DRUG FREE WORKPLACE POLICY**

**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 strong 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 (Shift Commander) 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 or direct questions or comments to the testing personnel. 
  - 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/DRUGS WHILE ON DUTY**

1. Prescription drugs 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 on Schedules II, III, or IV 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, at least quarterly, and 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 Work Place 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 1<sup>st</sup> through September 30<sup>th</sup>.

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.

A. Implementation Period



From October 1, 2015 through September 30, 2018, an employee has a one-time opportunity to either exercise his/her “stepping forward” option for rehabilitation or, following a confirmed positive drug and/or alcohol test, to enter a rehabilitation program and accept a Last Chance Agreement, which will remain in place for three (3) years from the date of issuance.

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 where 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. Cannabinoids
4. Cocaine
5. Phencyclidine (PCP)
6. Hallucinogens
7. Opiates
8. Methaqualone
9. Barbiturates
10. Benzodiazepines
11. Synthetic Narcotics
12. Designer Drugs
13. A metabolite on any substance listed herein
14. 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

*Methaqualone*  
*Methamphetamine*  
*Glutethimide*  
*Other Depressants*

Quaalude  
Methyl Ice  
Doriden  
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 or a job applicant who receives a positive confirmed test result may, within five (5) working days, submit information to the Director of Human Resources & Risk Management, with copies to the Union and Fire Chief, explaining or contesting the test result and explaining why the test result does not constitute a violation of the City's policy.
2. If the explanation or challenge of the employee or job applicant is unsatisfactory to the City, the City will provide a written explanation as to why the employee or job applicant's explanation is unsatisfactory, and a copy of the report of positive confirmed test results will be provided to the employee or job applicant.
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 or job applicant contests the drug test results he/she must notify the Medical Review Officer (MRO):

Donald Bucklin, MD  
28035 Ave Stanford West  
Valencia, CA 91355  
Phone: 1-800-340-3810

**This policy has been adapted from the City of Boynton Beach policy and is specific to Boynton Beach Fire Fighters and Paramedics, IAFF Local 1891 of the International Association of Fire Fighters, AFL-CIO, CLC.**

**UNION CONTRACT - ADDENDUM "B"**

**WAGES - STEP PLAN**

Effective October 1, 2015, the step plan below is in effect. The Labor-Management Team will determine the appropriate step placement of each member.

2015

FF  
PROB

	Annually	Hourly
Step 1	\$45,838.09	\$18.3646

FF1

	Annually	Hourly
Step 1	\$48,130.00	\$19.2829
Step 2	\$49,318.81	\$19.7591
Step 3	\$50,536.98	\$20.2472
Step 4	\$51,785.24	\$20.7473
Step 5	\$53,064.34	\$21.2598
Step 6	\$54,375.02	\$21.7849
Step 7	\$55,718.08	\$22.3223

FF2

	Annually	Hourly
Step 1	\$58,503.97	\$23.4391
Step 2	\$59,949.02	\$24.0180
Step 3	\$61,429.76	\$24.6113
Step 4	\$62,947.08	\$25.2192
Step 5	\$64,501.87	\$25.8421
Step 6	\$66,095.07	\$26.4804
Step 7	\$67,727.62	\$27.1345
Step 8	\$69,400.49	\$27.8047
Step 9	\$71,114.68	\$28.4915
Step 10	\$72,871.21	\$29.1952

FF3

	Annually	Hourly
Step 1	\$61,429.76	\$24.6113
Step 2	\$62,947.08	\$25.2192
Step 3	\$64,501.87	\$25.8421
Step 4	\$66,095.07	\$26.4804
Step 5	\$67,727.62	\$27.1345
Step 6	\$69,400.49	\$27.8047
Step 7	\$71,114.68	\$28.4915
Step 8	\$72,871.21	\$29.1952
Step 9	\$74,671.13	\$29.9163
Step 10	\$76,515.51	\$30.6553

LT

	Annually	Hourly
Step 1	\$73,398.73	\$29.4065
Step 2	\$75,211.68	\$30.1329
Step 3	\$77,069.40	\$30.8772
Step 4	\$78,973.01	\$31.6398
Step 5	\$80,923.64	\$32.4213
Step 6	\$82,922.45	\$33.2221
Step 7	\$84,970.63	\$34.0427
Step 8	\$87,069.40	\$34.8836
Step 9	\$89,220.01	\$35.7452
Step 10	\$91,423.74	\$36.6281

CAPT

	Annually	Hourly
Step 1	\$82,922.45	\$33.2221
Step 2	\$84,970.63	\$34.0427
Step 3	\$87,069.40	\$34.8836
Step 4	\$89,220.01	\$35.7452
Step 5	\$91,423.74	\$36.6281
Step 6	\$93,681.91	\$37.5328
Step 7	\$95,995.85	\$38.4599

BC

	Annually	Hourly
Step 1	\$91,423.74	\$36.6281
Step 2	\$93,681.91	\$37.5328
Step 3	\$95,995.85	\$38.4599
Step 4	\$98,366.95	\$39.4098
Step 5	\$100,796.61	\$40.3833

**UNION CONTRACT - ADDENDUM "C"**

**BOYNTON BEACH FIRE-RESCUE DEPARTMENT**

**TUITION REFUND PROGRAM**

In order to assist employees who wish to attain additional training or education, the City of Boynton Beach Fire-Rescue Department hereby establishes a Tuition Refund Program that reimburses employees a percentage of tuition and textbook costs at an accredited institution, as approved by the U.S. Department of Education, Office of Postsecondary Education. In order to be eligible for the Tuition Refund Program, an employee must be a full-time career status employee with at least one (1) year of employment prior to the starting date of the class. The employee must submit a tuition refund application at least ten (10) calendar days prior to the initiation of the class in order for reimbursement to be considered. Applications should be submitted to the Deputy Chief

The applications will be reviewed by the Deputy Chief to determine whether the course work is eligible. Under the guidelines of the Tuition Refund Program, employees may take two (2) English courses, two (2) Humanities, two (2) Social Science, and one (1) Math, as part of a General Educational Program. Additional course work will be evaluated in terms of the specific course and the individual's specific job assignments. Applicants for tuition refund should explain the connection between the course work and their job assignments. In order to assist employees to attain degrees, the Deputy Chief will review specific degree goals and determine whether the

degree is in a Fire, EMS, or Administrative related field accepted by the Bureau of Fire Standards and Training (ref: F.S.S. 633.382, as amended from time to time). If the degree program is approved, specified required courses in the degree program will be eligible for tuition reimbursement. This permits employees to plan their educational program.

Employees should be encouraged to apply as far in advance as possible for course work so that they can be informed of their eligibility. If an employee feels that the Deputy Chief has made an error in their determination, he/she may ask the Fire Chief to reconsider the decision by supplying additional information as to the direct applicability of the classes to the employee's current position. The Fire Chief will then reconsider the original application with the further information. The Fire Chief's decision is final. Any decision relating to this program is not subject to the grievance procedure.

When an employee completes the approved course work, it is their responsibility to submit copies of the grades and the tuition receipt to the Deputy Chief. The reimbursement procedure will consist of the following: 100% reimbursement when a grade of "A" or "B" is earned, and 50% reimbursement when a grade of "C" is earned, plus the cost of the textbooks (workbooks not included) used for the course(s), providing a receipt is provided and the textbook is in re-usable condition. If the institution only gives credit or no credit, a credit grade will be accepted as satisfactory completion and equal to a grade of "A". It takes approximately two (2) to four (4) weeks from the Fire-Rescue Department receipt of the grades and tuition receipts before a



separate check is prepared and given to the employee. Employees receiving aid, or who have a scholarship, as well as employees qualifying for benefits under the G.I. Bill or other State or Federal programs, are eligible for municipal reimbursement of only the difference (if any) between what they receive from these other sources and what is eligible for reimbursement under this program. The maximum amount of credit hours eligible for payment in a semester is twelve (12) semester hours or fifteen (15) quarter hours. In the case of employee enrollment in a private college or university, the City will pay only an amount equivalent to the current tuition charged by the State (public) colleges and universities.

The provisions of this article and addendum that relate to reimbursement for General Education Core Courses and Degree Program Core Courses other than those specified in the Career Ladder (Addendum "D") have been suspended since 10/01/2011.

**EMPLOYMENT OBLIGATION:** An employee will be expected to remain with the City of Boynton Beach Fire-Rescue Department for at least one (1) year following completion of courses for which he/she has received a refund. If the employee resigns, retires, or terminates within the one (1) year period, he/she shall reimburse the City for tuition refund benefits applicable to courses completed during this period. Reimbursements shall be payroll deducted from the employee's final paycheck.

TUITION REFUND PROGRAM

PROGRAM RULES

BOYNTON BEACH FIRE-RESCUE DEPARTMENT

OBJECTIVE:

To improve service to the public by promoting a program encouraging Fire-Rescue employees to obtain additional training and education, which may improve their effectiveness, improve their performance in their current position, and prepare them for increased responsibility.

**BENEFITS:** Employees whose applications are approved will be entitled to a refund of tuition and textbook costs upon successful completion of each approved course. The reimbursement will be 100% for a grade of "A" or "B", 50% when a "C" is obtained, plus the cost of the textbooks (workbooks not included) used for the course(s), providing a receipt is provided and the textbook is in re-usable condition.. If the institute only gives credit or no credit, a credit grade will be accepted as satisfactory completion and equal to a grade of "A".

**ELIGIBILITY:** All full-time employees of the City who by the starting date of class, have completed one (1) year of service and have received a "Satisfactory" or better Employee Performance Evaluation prior to the beginning of the course work are eligible to apply. Guidelines for establishing course work are as follows:

- (a) All basic core courses as required by the college will be approved for all eligible

employees.

- (b) Life experience credit will not be approved for tuition refund.
- (c) Degree programs, which relate directly to the employee's current position, will be approved. Once degree approval is granted, all courses specifically required will be approved.
- (d) For those employees who have been approved for a degree program, all general educational courses specifically required by the school will be approved.
- (e) All other course work will be considered on a course-by-course determination.

Employees receiving financial aid or a scholarship, as well as employees

Qualifying for benefits under the G.I. Bill or other State or Federal Programs are eligible for reimbursement under this program. The maximum amount of credit hours eligible for payment in a semester is twelve (12) semester hours or fifteen (15) quarter hours. The City will pay an amount equivalent to the current tuition charged by the State (public) colleges and universities.

The rater's overall evaluation on the Employee Performance Evaluation conducted immediately preceding the beginning of classes must be "Satisfactory" or better for the employee to be eligible for tuition refund unless the course work for the employee receiving a less than "Satisfactory" evaluation relates to the area of weak performance. In addition, any employee placed on suspension or on restricted sick leave during a six-month period prior to the beginning of a course will not be eligible.



The tuition refund program covers tuition, books and laboratory fees only. It does not cover registration, taxes, gas, food, or other costs.

Employees should also be reminded that after having received tuition refund, that they are under a one (1) year employment obligation with the Boynton Beach Fire Rescue Department; the amount of the tuition refunded will be deducted from the employee's final paycheck.

## BOYNTON BEACH FIRE RESCUE DEPARTMENT TUITION REFUND PROGRAM APPLICATION

LAST NAME	FIRST NAME	INITIAL	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 30px; height: 20px;" type="text"/> / <input style="width: 30px; height: 20px;" type="text"/> / <input style="width: 30px; height: 20px;" type="text"/>
DIVISION	SHIFT	EMPLOYEE #	DATE OF ENTRY
<input style="width: 95%;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 30px; height: 20px;" type="text"/> / <input style="width: 30px; height: 20px;" type="text"/> / <input style="width: 30px; height: 20px;" type="text"/>

**COURSE INFORMATION**

School/City: _____	Term/Year: _____
Course (Name & Number): _____	Credit Hours: _____
Course (Name & Number): _____	Credit Hours: _____
Course (Name & Number): _____	Credit Hours: _____

**EDUCATIONAL OBJECTIVE**

Non-degree     
  2 yr. Degree     
  4 yr. Degree     
  Graduate Degree

TITLE OF DEGREE SOUGHT	FIELD OF SPECIALIZATION	MAJOR
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

**APPROVAL**

I intend to remain in the employ of the Boynton Beach Fire Rescue Department for at least one (1) year following the completion of approval coursework. In the event that my employment is terminated for any reason within one (1) year of course completion, I agree to reimburse the City of Boynton Beach for tuition benefits applicable to courses during such period.

EMPLOYEE SIGNATURE	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 30px; height: 20px;" type="text"/> / <input style="width: 30px; height: 20px;" type="text"/> / <input style="width: 30px; height: 20px;" type="text"/>

I certify that the above named employee has received a "Satisfactory" or better score on his/her most recent performance evaluation prior to submission of this application. I recommend that this applicant be approved for tuition refund for the coursework listed above.

FIRE CHIEF (OR DESIGNEE) SIGNATURE	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 30px; height: 20px;" type="text"/> / <input style="width: 30px; height: 20px;" type="text"/> / <input style="width: 30px; height: 20px;" type="text"/>

**DISAPPROVAL**

Reason: \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 30px; height: 20px;" type="text"/> / <input style="width: 30px; height: 20px;" type="text"/> / <input style="width: 30px; height: 20px;" type="text"/>

**BOYNTON BEACH FIRE RESCUE DEPARTMENT**

**SUBJECT: TUITION / EDUCATION REIMBURSEMENT  
CITY SERVICE OBLIGATION**

**DATE: May 1, 1999**

The intent of reimbursing an employee is to provide an incentive to seek post-hiring education and training, which subsequently improves service delivery to the public, enhances performance levels, and prepares employees for increased responsibility with the Boynton Beach Fire Rescue Department.

An employee receiving remuneration in the form of tuition and all other costs associated with fire and EMS-related training and educational programs, including travel costs, agrees to a one-year employment obligation to the extent that the funds received must be returned in the event that this obligation is not met.

This city service obligation requires that an employee be expected to remain with the Boynton Beach Fire Rescue Department for at least one (1) year following completion of courses for which he/she has received a refund. If the employee resigns, retires, or terminates within the one (1) year period, he/she shall reimburse the City for all funds received applicable to courses completed during this period. Unless other financial arrangements are made, reimbursements shall be payroll deducted from the employee's final paycheck.

This policy is consistent with the Boynton Beach Fire Rescue Department's Tuition Reimbursement Program.

The undersigned Boynton Beach Fire Rescue Department employee has read and fully understands the provisions of this policy as set forth in this document without exception.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (BBFRD Chief Officer)

\_\_\_\_\_  
Date

**NOTARY:**

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*For a Term Ending September 30, 2018*

IAFF DK CITY GO

**UNION CONTRACT – ADDENDUM “D”**

**CAREER LADDER - Boynton Beach Fire Rescue Department**

MINIMUM REQUIREMENTS (Probationary FF through Battalion Chief)

Probationary Firefighter (FF/Prob.) [Hire date through 12 months]

PREREQUISITE:

- Certified Florida Firefighter
- Certified Florida Emergency Medical Technician or Paramedic

REQUIRED TO BE PROMOTED TO FIREFIGHTER 1:

- Successful completion of the Probationary Firefighter Manual (“Green Book”)
- Successful completion of FFI Performance and Written Examinations
- Successful completion of the annual evaluation process for Probationary Firefighters and appointment by the Fire Chief.

**Firefighter 1 (FF1)**

PREREQUISITE:

- Successful completion of all requirements for Probationary Firefighter
- Minimum of one (1) year of service with BBFRD

REQUIRED TO BE PROMOTED TO FIREFIGHTER 2:

- Certified Florida Paramedic with Dept. “Active Paramedic” status
- Successful completion of FFII Performance and Written Examinations

**Firefighter 2 (FF2)**

PREREQUISITE:

- Successful completion of all requirements for Firefighter I
- Minimum of three (3) years of service with BBFRD
- Certified Florida Paramedic with Dept. “Active Paramedic” status

TO ATTAIN FFII / OPERATOR ENGINEER STATUS:

- Successful completion of FFP 1302 Fire Apparatus Operator (or equivalent)
- Successful completion of FFP 1301 Fire Service Hydraulics (or equivalent)
- Successful completion of BBFRD-sanctioned Aerial Apparatus Course (40-hour minimum) or FSFC 703

- Successful completion of BBFRD Apparatus, Hydraulics, and Aerial Operation Performance and Written Examinations

**REQUIRED TO BE PROMOTED TO FIREFIGHTER 3:**

- Certified Florida Paramedic with Dept. "Active Paramedic" status (effective 10/01/06)
- Successful completion of FFP 1810 Fire Service Strategy and Tactics 1
- Successful completion of FFP 2720 Company Officer Leadership
- Successful completion of FFP 1740 Course Delivery
- Successful completion of FFP 2120 Building Construction for Fire Service
- Complete a Pre-Incident Plan on a City Target Hazard (to be pre-approved)
- Complete Fire Inspection / Prevention Packet with a BBFRD Asst. Fire Marshal **or** Complete FFP 1505 Fire Prevention Practices and FFP 1540 Private Fire Protection Systems 1

**Firefighter 3 (FF3)** [Minimum requirement to serve as Acting Lieutenant]

**PREREQUISITE:**

- Successful completion of all requirements for Firefighter II
- Certified Florida Paramedic with Dept. "Active Paramedic" status (effective 10/01/06)
- Must attain Operator/Engineer status as described under FF2
- Minimum of five (5) years' service with BBFRD. Required time will be reduced by one (1) year with an acceptable, job-related Associate or Bachelor Degree

**REQUIRED TO BE PROMOTED TO LIEUTENANT:**

- Successful completion of BBFRD Officer Candidate School which will include, but is not limited to:
  - Department Policies, EMS Protocols, SOG's, Rules and Regulations
  - Labor-Management Relationship and Collective Bargaining
  - The Changing Workforce and Dealing with Change
  - Diversity, Sexual Harassment, and Discrimination Training
  - Technical Report Writing and Report Quality Assurance
  - Performance Evaluation Training
  - Customer Service
  - Coaching, Counseling, and Disciplinary Action
  - Budget Analysis and Preparation
- NIMS Compliant per department standards.
- Successful completion of Lieutenant promotional examination/assessment and appointment by the Fire Chief.



**Lieutenant (Lt.)** [Minimum requirement to serve as Acting Captain]

PREREQUISITE: (Eligibility criteria necessary to sit for the Lt. Promotional Exam)

- Successful completion of all requirements for Firefighter III
- Certified Florida Paramedic with Dept. "Active Paramedic" status (effective 10/01/06)
- Minimum of six (6) years' service with BBFRD. Required time will be reduced by one (1) year with an acceptable, job-related Associate or Bachelor Degree
- Minimum one (1) year as a FF3 with BBFRD

Promotion is based on successful completion of Lieutenant promotional examination / assessment, and appointment by the Fire Chief.

**REQUIRED TO BE PROMOTED TO CAPTAIN:**

- Successful completion of BBFRD Officer Candidate School (as noted above).
- Successful completion of FFP 2780 Fire Service Administration
- Successful completion of any 2000 or 3000 Level Personal Management Course (minimum 40 hours)
- NIMS Compliant per department standards.
- Successful completion of Captain promotional examination / assessment and appointment by the Fire Chief.

**Captain (Capt.)**

PREREQUISITE: [Minimum criteria necessary to sit for the Captain Promotional Exam]

- Must meet all requirements for Lieutenant
- Certified Florida Paramedic with Dept. "Active Paramedic" status (effective 10/01/06)
- Minimum of nine (9) years' service with BBFRD. Required time will be reduced by one (1) year with an acceptable, job-related Associate or Bachelor Degree
- Minimum of one (1) year as a Lieutenant with BBFRD

Promotion is based on successful completion of Captain promotional examination / assessment process and appointment by the Fire Chief.

**REQUIRED TO BE PROMOTED TO BATTALION CHIEF:**

- Successful completion of BBFRD Officer Candidate School (as noted above).
- Completion of certified Incident Command Course.
- NIMS Compliant per department standards.
- Completion of Human Resource Course (3000 level minimum).

- Successful completion of Battalion Chief promotional examination/assessment and appointment by the Fire Chief.

**Battalion Chief (BC) [Shift Commander]**

PREREQUISITE: [Minimum criteria necessary to sit for the Battalion Chief Promotional Examination]

-Must meet all requirements for Captain.

-Certified Florida Paramedic with Dept. "Active Paramedic" status.

-Minimum of twelve (12) years' service with BBFRD. Required time will be reduced by one (1) year with an acceptable, job-related Bachelor Degree.

-Minimum of three (3) years as a Captain with BBFRD.

**PROMOTIONAL CRITERIA (For Lieutenant, Captain and Battalion Chief)**

- A. Posting for a position will include date, time, and location of the exam, reference materials, exam and methodology. This announcement will be posted at least sixty (60) days prior to the test date and will include all necessary information relating to the application process and deadlines.
- B. Establishment of an eligibility list, to include time duration that the list is in effect. An eligibility list will be in effect for a period of two (2) years unless adjusted by mutual agreement.
- C. The Fire Chief has the option to select any one of the top three (3) candidates for promotion to an existing vacancy. Candidates that are not selected for promotion may be provided with an interview to discuss the reason(s) for not being selected, upon request of the candidate.
- D. Any employee who successfully passes a promotional examination shall have a credit for continuous service added to their final score which shall be computed as follows: One-fourth (1/4) point shall be added for each full year of uninterrupted service.
- E. The City shall provide one copy, at each station, of all reference material for promotional examinations at the posting of notification. The reference material shall remain in the Fire Station(s)
- F. Any such vacancy approved by the City Manager, shall be offered within thirty (30) days of the establishment of the appropriate eligibility list.

**The Boynton Beach Fire Rescue Labor Management Team hereby approves this Career Ladder incorporated into the collective bargaining agreement 2002-05 as Addendum "D".**  
(Revised 10/19/2015 - Effective 10/19/2015)

  
\_\_\_\_\_  
Fire Chief

10/1/2015  
Date

  
\_\_\_\_\_  
IAFF, Local 1891 Union President

10/1/2015  
Date

**BOYNTON BEACH FIRE RESCUE DEPARTMENT**

TO: Dean Kinser, President  
I.A.F.F. 1891

FROM: Kevin R. Carter, Fire Chief

SUBJECT: Letter of Understanding  
Firefighter Contract Article 38, Shift Fire Inspectors

DATE: March 20, 2000 (Revised 10/01/08) (Revised 10/01/10) (Revised 10/01/13)  
(Revised 10/01/15) (Revised 12/15/2015)

It is the intent to of this Letter of Understanding to clarify negotiated issues regarding contract Article 38, Shift Fire Inspectors. By virtue of this letter, and through attrition, we agree to eliminate the aforementioned article in its entirety according to the following criteria:

- 1) The article entitled Shift Inspectors will no longer be a part of the Collective Bargaining Agreement.
- 2) The existing inspector (Capt. Chris. Wandell will continue to serve as fire inspector as directed by the Fire Marshal, providing he maintains all necessary certifications. In the event it is determined that additional bargaining unit members are likewise affected, this Letter of Understanding applies to all members in a similar position.
- 3) The current 5% pay (based on his September 30, 1995 pay) will change to an incentive pay equal to the existing rate, (i.e. from a %-based incentive to a strict dollar figure). This incentive pay, once established, will not increase. This change will be effective upon ratification of the 1999-2002 Agreement.
- 4) If, for any reason, the inspector is no longer certified or no longer willing to serve as an inspector, his position will not be filled by another department member, nor will he be able to re-enter into the position.

The September 30, 1995 salary of the individual is:


\*Chris Wandell - \$676.80 wkly (5% = \$33.84 wkly; \$67.68 biwly; \$1,759.68 yrly)

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*For a Term Ending September 30, 2018*

IAFF  CITY 

FOR THE CITY:

  
\_\_\_\_\_  
Kevin R. Carter, Fire Chief

12/8/2015  
Date

FOR THE UNION:

  
\_\_\_\_\_  
Dean Kinser, President

12/8/2015  
Date

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Date

**UNION CONTRACT - ADDENDUM "E"**  
**MUTUAL CONSENT AGREEMENT**  
**(Use of Insurance Premium Tax Revenue)**

This Mutual Consent Agreement is entered into between the CITY OF BOYNTON BEACH, a Florida municipal corporation, whose address is 100 E. Boynton Beach Boulevard, Boynton Beach, FL 33435 (the "CITY") and the BOYNTON BEACH FIRE FIGHTERS AND PARAMEDICS, IAFF LOCAL 1891 ("IAFF").

WHEREAS, the 2015 Florida Legislature enacted legislation (Chapter No. 2015-39, Laws of Florida), hereinafter "Legislation" regarding the use of insurance premium tax revenue ("IPTR"); and

WHEREAS, the City has a retirement pension plan and fund for firefighters known as the Boynton Beach Firefighters' Pension Fund ("Fund") that exceeds the minimum benefits and minimum standards established by the State of Florida for public employee firefighter pension plans as set forth in chapter 175, Florida Statutes; and

WHEREAS, the Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent of the members' collective bargaining representative (IAFF).

NOW THEREFORE, the City and Unions agree as follows:

1. The foregoing Whereas clauses are true and correct.
2. The total of \$1,000,000.00 of IPTR, whether base premium tax revenue or additional premium tax revenue, received by the City will be used to reduce the City's unfunded liability to the Boynton Beach Firefighters' Pension Fund. Payment will be made in accordance with attached letter from the Pension Board to Cahir, Luke Henderson, dated November 20, 2015.
3. This Consent Agreement takes effect when signed by IAFF and City.

*Signature Page follows*

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*For a Term Ending September 30, 2018*

IAFF  CITY 

**THE CITY OF BOYNTON BEACH**

  
\_\_\_\_\_  
Lori LaVerriere, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**BOYNTON BEACH FIRE FIGHTERS AND PARAMEDICS, IAFF LOCAL 1891**

  
\_\_\_\_\_  
Dean Kinser, President

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

**Attach Pension Board Letter to Chair, Luke Henderson, dated November 20, 2015**

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*For a Term Ending September 30, 2018*

IAFF  CITY 





Writer's e-mail: [adam@robertdklausner.com](mailto:adam@robertdklausner.com)

November 20, 2015

Luke Henderson, Chair  
Boynton Beach Firefighter Pension Plan  
Renaissance Executive Suites  
1500 Gateway Boulevard, Suite 220  
Boynton Beach, FL 33426

Re: Boynton Beach Firefighter Pension Plan  
Our File No. 900334

Dear Chairman Henderson:

You have inquired whether a proposed memorandum of understanding ("MOU") or "Mutual Consent Agreement" between the City of Boynton Beach and Local 1891 could be implemented by the Board of Trustees of the Firefighter Pension Plan ("Plan"). Based on my understanding of the proposed MOU, the answer is yes.

If approved by the parties, the Board could allocate \$333,333.33 per year of unallocated Chapter 175 premium taxes over the three-year term of the pending collective bargaining agreement ("CBA") to pay down the Plan's unfunded actuarial liability ("UAL"). These proposed reductions in unallocated premium taxes would not result in a direct offset to the City's annual contribution requirement, but would instead be applied to reduce the Plan's UAL. This will in turn have an indirect impact on future year City contribution requirements, by lowering amortization payments on the UAL.

As you know, Senate Bill 172 ("SB 172") allows labor and management to mutually agree on the use of unallocated premium tax revenue in their city. *See* Section 175.351(1), Florida Statutes. To the extent the Board has not yet approved the Plan valuation for this year, the appropriate adjustments could be made for the current fiscal year, as per the parties' pending agreement.

Attached hereto is an email from the Plan's actuary summarizing a procedure for doing so. This item could be placed on the Board's next agenda for implementation. Of course, the Board would need a copy of the finalized MOU or CBA.

7080 NORTHWEST 4TH STREET, PLANTATION, FLORIDA 33317

PHONE: (954) 916-1202 • FAX: (954) 916-1232  
[www.robertdklausner.com](http://www.robertdklausner.com)



Feel free to reply with any questions. Congratulations to the parties on their tentative agreement. Wishing everyone a healthy and meaningful Thanksgiving holiday.

Respectfully,

A handwritten signature in black ink, appearing to read "Adam Levinson".

Adam P. Levinson, Esq.

APL/yv  
Enclosure

cc: Julie Oldbury, Director of HR & Risk Management  
Dean Kinser, President, Local 1891  
Jim Cherof, Esq.  
Mark Floyd, Esq.  
Barbara LaDue, Administrator