

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF DELRAY BEACH, FLORIDA

AND THE

PROFESSIONAL FIRE FIGHTER

OF DELRAY BEACH, IAFF LOCAL 1842 INC.

## RANK and FILE



October 1, 202~~3~~~~0~~ through September 30, 202~~6~~ ~~3~~

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ARTICLE 1

**PREAMBLE**

This Agreement is entered into by the Employer, the City of Delray Beach, Florida, a municipal corporation, hereinafter referred to as "City," and the Professional Fire Fighters of Delray Beach, Local 1842, I.A.F.F, INC., hereinafter referred to as the "Union," for the purpose of promoting harmonious relations between the City and the Bargaining Unit Employees, hereinafter referred to as "Employees," to establish an orderly and peaceful procedure for settling differences which might arise and to set forth the basis and full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment. Articles labeled FR refer to Fire Rescue employees only and Articles labeled OR refer to Ocean Rescue employees only.

## ARTICLE 2

### **RECOGNITION**

#### **Section 1**

The City recognizes that the Union is the Certified Bargaining Agent of the Employees for the purpose of representing the Employees for all matters relating to wages, hours and terms and conditions of employment.

#### **Section 2**

The Union President may designate a Union representative to represent an Employee in grievance proceedings and shall notify the Fire Chief in advance of any such designation. An Employee shall have the option of proceeding individually or by a person of his or her own choosing; provided, however, that only the Union may request arbitration of a grievance pursuant to Article 4 of this Agreement.

### ARTICLE 3

#### **BARGAINING UNIT**

The Bargaining Unit represented by the Union shall be the Bargaining Unit for which the Union was certified by the City of Delray Beach Public Employee Relations Commission, April 19, 2001, under Case #RC01-001, as amended from time to time. It is agreed that the bargaining unit shall include all Employees in the following positions: All full-time employees in the classifications of Fire Fighter, Driver Engineer, Lieutenant, Captain, Ocean Rescue Captain, Ocean Rescue Lieutenant, Ocean Rescue Lifeguard, and excludes all clerical and support personnel, Battalion Chiefs, Division Chiefs, Assistant or Deputy Chiefs, Ocean Rescue Division Chief, Fire Chief, and all other Employees of the City of Delray Beach. The Ocean Rescue Division Chief has no authority over Fire-Rescue personnel.

## ARTICLE 4

### **GRIEVANCE PROCEDURE**

#### **Section 1**

A grievance is defined as a dispute involving the interpretation or application of this collective bargaining agreement (Agreement). Recommendations of discipline shall be processed in accordance with and shall be merged into the grievance procedure. The time frame for an employee to file a grievance shall begin upon receiving first notice of the recommended discipline. If a timely initial grievance is not filed upon receiving notice of the recommended discipline, the employee shall not be permitted to grieve the final recommendation of discipline and imposition of discipline unless a further recommendation or final imposition differs from the previously recommended discipline. For purposes of this Article, working days shall mean Monday through Friday inclusive, but excluding all City holidays (the exclusion to include any one-half day City holidays).

#### **Section 2**

Grievances shall be processed in accordance with the following procedure:

**Step 1:** If an employee feels a grievance has occurred, the employee shall within ten (10)

working days of the

occurrence (or reasonable discovery thereof), submit

a grievance in writing to his/her immediate non-bargaining unit supervisor. The written grievance shall include the following:

- (1) A statement of the grievance, including date of occurrence, and details and facts upon which the grievance is based.
- (2) The article(s) and section(s) of the Agreement alleged to have been violated.



(3) The action, remedy, or solution requested by the employee.

The grievance shall be signed by the aggrieved employee. Provided, however, at the employee's request, a Union representative may represent the employee, in which case the Union representative may sign the grievance on behalf of the employee.

The immediate non-bargaining supervisor shall submit his/her answer in writing within ten (10) working days after presentation of the grievance.

**Step 2:** If the grievance has not been satisfactorily resolved in Step 1, the employee (or the Union representative on behalf of the employee) shall present the grievance to the Fire Chief, or designee, within ten (10) working days from the day the response was due in Step 1.

The Fire Chief, or designee, shall meet with the employee and/or the Union Representative within ten (10) working days of receipt of the grievance. The Fire Chief or designee shall respond in writing within ten (10) working days from the day of the meeting.

**Step 3:** If a grievance has not been satisfactorily resolved in Step 2, the employee (or the Union representative on behalf of the employee) shall present the grievance to the City Manager, or designee, within ten (10) working days from the day the response was due in Step 2. The City Manager, or designee, shall meet with the employee and/or the Union representative within ten (10) working days of receipt of the grievance. The City Manager, or designee, shall respond in writing within ten (10) working days from the day of the meeting.

### **Section 3**

- A. If the grievance has not been satisfactorily resolved within the procedure set forth in Section 2, the Union (on behalf of the employee) may submit the grievance to arbitration by notifying the City Manager, or designee, of its decision to arbitrate the grievance. Such notification shall be given within ten (10) working days from the day the response was due from the City Manager or designee at Step 3.

- B. Prior to arbitration and upon mutual agreement, the Union and the City may select a mediator and participate in mediation. Mediation must be requested within fifteen (15) calendar days from the day the City Manager's response in Step 3 was due. If mediation does not resolve the matter, or if the parties do not agree to mediate, the Union may proceed to arbitration.
- C. The City will then request the Federal Mediation and Conciliation Service (FMCS) to provide the parties with an arbitration panel. The parties shall select an arbitrator by alternate striking within fourteen (14) calendar days of receipt of the FMCS list of arbitrators.
- D. The arbitration hearing shall be held within thirty (30) days after the arbitrator has been selected, provided the arbitrator is available on a date acceptable to the parties.
- E. The arbitrator shall have jurisdiction and authority to decide the grievance, as defined in this Article. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement the Agreement or any part thereof or amendment thereto.
- F. The arbitrator may not issue declaratory or advisory opinions, and the arbitrator shall be confined exclusively to the question, which is presented, which question must be actual and existing.
- G. If either party elects to file a brief, the brief must be mailed to (postmarked) the arbitrator no later than fifteen (15) calendar days after the close of the hearing or after receipt of the transcript if one is ordered, whichever is later.
- H. The arbitrator shall render his/her decision within thirty (30) days of receipt of the briefs or of the close of the hearing, whichever is later.
- I. The decision of the arbitrator shall be final and binding on all parties, subject to those challenges permitted by law.

- J. Each party shall bear the cost of its own witnesses and representatives. The parties shall bear equally the cost of the arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear the cost of it.

#### **Section 4**

- A. The Union retains the exclusive right to request arbitration or withdraw a grievance (which it has filed or on which it is the representative) at any time.
- B. The Union has the right, pursuant to Section 447.401, Florida Statutes, to not represent employees who are not members of the Union in any grievance. In that event, a non-member who wishes to pursue his/her own grievance may proceed in accordance with Section 447.401, Florida Statutes. However, the City will notify the Union and afford the Union the opportunity to be present at any grievance meetings or arbitration hearings.
- C. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and the City, the Union may present such grievance directly at Step 2 of the grievance procedure (within the time limits provided for the submission of a grievance at Step 1).
- D. Any grievance not processed in accordance with the time limits provided in this Article shall be considered abandoned. Provided, however, the time limits set forth in this Article may be extended by joint agreement of the City and the Union (or of the employee if appropriate) which is confirmed in writing. The parties may mutually agree in writing to waive any time limits or provisions of the grievance procedure.
- E. The union shall not have the right to arbitrate for written reprimands.

#### **Section 5**

- A. The arbitration shall be conducted under the rules set forth in this Agreement, not under the rules of the FMCS. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article and to enforce compliance with the terms and conditions of the Agreement.

- B.** The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.
- C.** The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to the arbitration, which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement.
- D.** The arbitrator may not issue declaratory or advisory opinions and the arbitrator shall be confined exclusively to the question which is presented, which question must be actual and existing.
- E.** Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties in writing within thirty (30) days of the hearing and shall be final and binding upon both parties.
- F.** 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 a hearing, and if this is done, the arbitrator shall confine the decision to the particular matter thus specified. In the event of the failure of the parties to so agree on a statement of issue to be submitted, both the Union and the City shall submit a written statement of the grievance and the arbitrator shall confine consideration to the written statement or statements submitted. This clause, however, shall not be construed to permit either party to present issues through their written statements that would not otherwise be subject to the grievance and arbitration provisions of this Contract.
- G.** Each party shall bear the expense of its own witnesses and its own representatives. The compensation and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator. In the event of a compromise award, as so stated by the arbitrator, the arbitrator's fee and expenses shall be borne equally by the parties to the

arbitration. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

### **Section 6**

In all steps of this grievance procedure, the Employee may seek the assistance of the agent or representatives of the Union and may request Union representation at any stage of the grievance procedure should the Employee so desire, provided that an Employee may not proceed to arbitration without the Union's agreement.

### **Section 7**

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

- A. After an arbitrator has been selected, the arbitration hearing shall be held no later than ninety (90) calendar days thereafter, unless the arbitrator is unavailable within this ninety (90) calendar day period. Briefs, if any, must be filed with the arbitrator no later than twenty (20) calendar days after the close of the hearing, or after receipt of the transcript, if a transcript is requested.

The parties shall request that the arbitrator render an opinion within twenty (20) calendar days of receipt of the briefs.

ARTICLE 5

**DUES CHECK OFF**

Upon the Union's notification to the City, Employees may make arrangements with the City for a payroll deduction of union dues and uniform assessments. Upon receiving a proper request from the Employee, the City will deduct such dues and uniform assessments from the subject Employee's compensation and remit the amount deducted to the Union.

The Union agrees to indemnify, defend, and hold the City harmless from and against all claims, costs, demands, expenses, judgments, or other liabilities on account of dues or uniform assessments erroneously collected by the City and/or remitted to the Union. The Union further agrees to refund to the City any amounts paid to the Union in error upon presentation of proper evidence thereof.

ARTICLE 6

**DISCRIMINATION**

All employees shall have the right to form, join and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing, including the Union.

Neither the City nor the Union shall interfere with, restrain, or coerce public employees in the exercise of any rights guaranteed them under Chapter 35, Sections 35.030 through 35.064, of the Delray Beach Code of Ordinances or the provisions of this Agreement.

## ARTICLE 7

### UNION BUSINESS

#### Section 1

Employees who are Union officials or their designees may be permitted by the Fire Chief or designee to swap shifts during the contract year to conduct Union business, provided a written request is submitted at least seventy-two (72) hours prior to the time-off period whenever possible, and provided such request is approved by the Fire Chief or his or her designee, such approval not to be unreasonably withheld. No additional overtime shall be paid to employees as a result of such swapping of shifts, notwithstanding the provisions as set forth in Article 12, OVERTIME, of this Contract. All such swapping of shifts must be completed within a six (6) month period of time unless extended with the approval of the Fire Chief. All such swapping shall be purely voluntary on the employee's part and shall be solely for the employee's benefit and not that of the City; therefore, no overtime shall be paid as a result of such shift swapping.

#### Section 2

With the approval of the Fire Chief and the Union's President, authorized Union officials or their designees may withdraw time from the Time Pool for the purpose of conducting Union business. The City agrees that the employees can donate Personal Holiday, Vacation Time, and Compensatory Time to the Union Time Pool.

#### Section 3

The City agrees to schedule negotiations, whenever possible, on weekdays when the Union negotiating team is off duty and on weekends when convenient for the City's negotiating team.



ARTICLE 8

**CORRESPONDENCE**

Unless specific deadlines are otherwise provided for in other articles of this Contract, the administrative officials of the City shall attempt to answer any written correspondence in writing within a reasonable amount of time. The Union's address for receiving correspondence is: 14545 South Military Trail, #196. Delray Beach, FL 33484. The Union shall notify the City Manager, and Fire Chief in writing of any change of address.

ARTICLE 9

**BULLETIN BOARDS**

The Union may provide a serviceable bulletin board in each fire station and Ocean Rescue Headquarters meeting room for use by the Union in posting notices of Union business and activities. All materials posted must be signed by an officer of the Union, who shall be held responsible for the content of such materials.

The bulletins, notices or materials posted shall contain nothing of a derogatory nature toward the City, its elected officials, its officers, employees, political candidates, or others.

ARTICLE 10-A-FR

**HOURS OF WORK**

**Section 1**

A. **Non-Shift Personnel** - The workweek for regular full-time non-shift employees shall be forty (40) hours. The number of hours per day and the number of days per week shall be five, eight-hour days or four, ten-hour days as determined by the Fire Chief. The normal workdays per week will exclude Saturday and Sunday unless mutually agreed upon.

B. **Shift Personnel** -The average work week for twenty-four (24) hour shift employees shall be forty-eight (48) hours, with twenty-four (24) hours on duty and forty-eight (48) hours off duty, with an additional shift off (Kelly Day) on every seventh (7<sup>th</sup>) shift, except in the event of an emergency or a change of shift. The FLSA work period for shift employees is twenty-one (21) days. No employee shall work more than 48 consecutive hours, unless a State of Emergency is declared in accordance with Section 95 of the City's Code of Ordinance.

Effective October 1, 2025, the average work week for twenty-four (24) hour shift employees shall be forty-two (42) hours, with twenty-four (24) hours on duty and seventy-two (72) hours off duty, without an additional shift off (Kelly Day) on every seventh (7<sup>th</sup>) shift, except in a State of Emergency if declared in accordance with Section 95 of the City's Code of Ordinance, and hourly rate will be adjusted accordingly using 2184 instead of 2496. The FLSA work period for shift employees will be twenty-eight (28) days.

C. The City shall establish the basic workweek, shift and hours of work best suited to meet the needs of the community. The normal workweek and starting times in various groups as established by the City shall be:

- i.) Forty-eight (48) work hours per week consisting of periods of twenty-four (24) hours on duty, including meals and rest periods, and forty-eight (48) hours off duty. Effective October 1, 2025,

the previous statement will change to the following: Forty-two (42) work hours per week consisting of periods of twenty-four (24) hours on duty, including meals and rest periods, and seventy-two (72) hours off duty. Starting time for twenty-four (24) hour shift will be determined by the Fire Chief or designee.

ii.) Forty (40) work hours per week consisting of five (5) eight-hour work periods, or four (4) ten-hour work periods, including meals and rest periods. Starting time ~~for the eight hour shift will be 0800 hours. Starting time for the ten hour shift~~ will be determined by the Fire Chief or designee but will be between 0700 and 0900 hrs.

iii.) All days shall be measured as follows:

a.) For employees who work twenty-four (24) hour shifts a day shall equal twenty-four (24) hours.

b.) For employees who work eight (8) hour shifts a day shall equal eight (8) hours.

c.) For employees who work ten (10) hour shifts a day shall equal ten (10) hours.

## **Section 2**

Both parties hereto agree, and the Union acknowledges that the City has declared the employees to be "7(k)" employees for purposes of application of the Fair Labor Standards Act. Forms acknowledging this fact for each individual employee shall be provided by the City for acknowledgment by the employee.

## **Section 3**

It is recognized and understood that deviations from the foregoing schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergencies. When an employee is transferred from non-shift to shift or shift to shift or shift to non-shift the City will provide the employee with thirty days' written notice of the change, with the exclusion of promotions. If there is an operational need to move an employee sooner than thirty days, the City shall seek mutual consent between the Fire Chief and the Union President. The employee shall

have the opportunity to respond in writing to the change prior to the scheduled change; however, the City retains the right to unilaterally make the change. No such deviation shall be considered a violation of this Contract.

**Section 4**

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

ARTICLE 10-B-OR

**HOURS OF WORK**

**Section 1**

The workweek for regular full-time employees shall be forty (40) hours. The number of hours per day and the number of days per week shall be five, eight-hour days or four, ten-hour days as determined by the Asst. Fire Chief Operations. Ocean Rescue Captains and Lieutenants shall work four, ten-hour days. The Normal Ocean Rescue work schedule shall include Saturday and Sunday.

**Section 2**

It is recognized and understood that deviations from the foregoing schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to: vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergencies. When scheduled days off for Ocean Rescue personnel are rescheduled, the City will provide the employee with thirty days' written notice of the change. The employee shall have the opportunity to respond in writing to the change within fifteen days prior to the scheduled change, provided however, the City retains the right to unilaterally make the change. No such deviation shall be considered a violation of this Contract.

**Section 3**

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

**Section 4 – Schedule Swap**

Two employees in the same job classification may swap scheduled work hours within the same pay period with the approval of the Asst. Fire Chief Operations or designee. The hours worked are excluded from the calculation of the hours worked for which the substituting employee would otherwise be entitled to overtime compensation. The non-working employee is credited with the hours worked by the substitute.

ARTICLE 11

**Firefighter Bill of Rights**

The parties agree that the City will comply with Florida Statute 112.82 Rights of Firefighters.



ARTICLE 12-A-FR

**OVERTIME**

**Section 1**

All work performed outside of the employee's regular scheduled work hours, as defined in Article 10-A-FR, shall be paid at the rate of time and one-half (1/2) the employee's straight time rate of pay.

**Section 24 -- Procedure for Overtime**

~~A.~~ Employees will "sign up" for all overtime opportunities (e.g., shift, special event, fire watch and union time pool) through Telestaff or in case of its discontinuance its successor. Overtime will be scheduled fairly and equitably by the Battalion Chief or designee. ~~Shift E~~ employees on vacation or comp time leave are not eligible for overtime. An overtime list will be sorted on Telestaff or in case of its discontinuance its successor. Employees ~~on Kelly day will have priority and~~ will be listed ~~first, then all others that have signed up for shift overtime~~ with the person having the least number of overtime hours offered at the top of each list ~~(i.e., Kelly Day list then list of all others signed up)~~. In the event two or more employees have an equal number of hours offered, the most senior employee will be offered the overtime. All overtime vacancies will be filled in accordance with this article on a rank for rank basis, e.g., Captain for Captain, Driver for Driver, etc. or to avoid mandatory overtime, fill the vacancy with a qualified person from the current promotional list, ~~or~~ then fill the vacancy with a person who has completed a department approved task book.

A. For anticipated shift overtime the Battalion Chief or designee will award the overtime using the overtime list up to 72 hours prior to the overtime shift. In an effort to give employees advanced notice, the City shall attempt to schedule overtime as early as possible. A ~~n-email~~ notification will be made by phone and sent via text or email to notify the employee they were awarded overtime.

- B. If an anticipated shift overtime position becomes available between the recall 72-hour notification procedure and the unanticipated overtime position vacancy procedure, it will be filled by the on-duty Battalion Chief from the Telestaff or in case of its discontinuance its successor sign up overtime list for the affected time period as early as possible. Personnel will be notified by telephone (message shall be left if no answer) and text or email of their selection to fill the anticipated overtime position. When a message is left and notification sent, it is the selected employee's responsibility to make contact with the on-duty Battalion Chief of their intent to work the overtime. If the on-duty Battalion Chief has not received notification from the selected employee before by 0700 hours of the day of the vacancy, the next person on the Telestaff or in case of its discontinuance its successor sign up overtime list will be contacted.
- C. For unanticipated overtime, the morning of a shift, when none ~~are is~~ signed up for overtime, the Battalion Chief or designee shall contact the employees via Telestaff or its successor. predecessor. Overtime created after 2200 hours for the remainder of the shift shall be filled in the following order: First attempt to fill the vacancy will be to the individual scheduled for the following shift. Second attempt will be to any eligible person on duty at the station the following shift. Third, the overtime will be filled at the discretion of the Battalion Chief.
- D. Special Event, fire watch and union time pool overtime; employees will be notified of these overtime opportunities and a special event overtime list will be created for these overtime positions. This overtime list will be based solely on hours offered with seniority being the tie breaker. This overtime will be awarded as early as possible, and the employees will be notified via phone and email or text.
- E. In the event a vacancy requiring overtime is of an immediate nature where a vacancy has occurred during shift, special event period, or immediate institution of Fire Watch, the Battalion Chief will implement the unanticipated overtime position vacancy

procedure. ~~If the vacancy has not been filled, the Battalion Chief is encouraged to award overtime to any previously contacted employee even if the 5 minute time limit has expired.~~

- F. If the overtime sign up list is exhausted the Battalion Chief will make every effort to fill the position with an employee volunteering to work the overtime provided it does not conflict with any other provision of this Article. If the Battalion Chief is unable to fill the position, then an employee may be mandated to work per Section 353.
- G. Newly hired employees shall not be permitted to sign up for overtime until ~~six~~ months after their date of hire they have completed orientation and have been assigned to shift. At that time, they will be entered into Telestaff or in case of its discontinuance its successor at the average accrued hours for the department.
- H. It is the employee's responsibility to maintain their contact information/phone number in Telestaff or in case of its discontinuance its successor:
- I. Employees shall not be permitted to "shift swap" while on overtime.
- J. Each employee's overtime hours will be reset to zero annually on January 1<sup>st</sup>
- K. If an employee is unable to work an awarded or accepted overtime shift, he will notify the fire department and will be removed. These hours will count towards the employee's hours offered total on Telestaff. or in case of its discontinuance its successor.
- L. Shift ~~E~~employees with scheduled vacation or compensatory time are not eligible to work overtime (voluntary or mandated) on the shift with vacation or compensation time leave.
- M. In the event of a bona fide emergency, the provisions of this Section shall not apply.
- N. Shift overtime vacancies of 8 hours or less shall be exempt from procedure listed above. These limited time blocks will be filled at the discretion of the Battalion Chief in a manner that limits employee hardship while maintaining operational readiness

and efficiency. All time worked/awarded in this manner will count towards the employee's hours offered total on Telestaff, or in case of its discontinuance its successor.

### **Section 35 – Mandatory Overtime List**

1. Each contract year (Oct 1) a mandatory overtime list will be created in reverse seniority (from junior to senior). This list will be utilized for any mandatory recall. ~~Once an employee has been mandated in, they will not be mandated in again until the entire list has been exhausted.~~ To be considered to have been mandated, the employee must have actually worked a minimum of 1 hour a portion of the -mandated time. If the mandate list has been exhausted during the contract year it will begin again in reverse seniority. This list will expire on Sept 30 and a new list created on Oct 1.
2. This overtime will be exchangeable.
3. Mandatory overtime hours will not count toward your hours offered total on Telestaff or in the case of discontinuance its successor, this will include shift hold overs required by the City.
4. This overtime shall be position for position (In current rank held).
5. Probationary employees shall not be excluded from mandatory overtime even if they are not eligible for regular overtime.
6. Employees who are on a shift swap off, Kelly day, vacation or comp leave are not eligible for mandated overtime.
7. Employees assigned to 40-hour positions are exempt from shift mandates except during a bona fide emergency.
8. Unanticipated mandatory overtime will be filled from the off going shift first.
9. In the event an employee voluntarily signs up for overtime the already mandated employee will be provided the option to finish the remaining mandated period as voluntary overtime or

surrender the remaining time period to the employee volunteering to work.

**Section 64 Call Back Recall**

Employees who are recalled to work because of conflagration, shortage of personnel or other situations will come to work immediately. Employees They shall will be paid according to the provisions of this Article, subject to a minimum of three (3) two (2) hours upon arriving to work or if anticipated overtime is not cancelled within hour (4) hours of the time the employee is scheduled to work-

**Section 5: The provisions of this Article may be modified by mutual, written agreement between the Fire Chief and Union President.**

## ARTICLE 12-B-OR

### OVERTIME

#### Section 1

Full-time Ocean Rescue staff will be compensated at a rate of time-and-a-half based on a forty (40) hour work week for any hours worked over forty (40) during the normal work week. Because the Ocean Rescue Division works 365 days a year and are not given the traditional City Holiday's off, the full-time staff shall be compensated at the rate of time-and-a-half during official City holidays (1.5 x # of hours worked on the holiday) when employee attains a minimum of forty (40) hours worked during the pay period.

For example: An OR employee working 8 hour shifts who works 40 hours during the pay period that includes a holiday shall be paid 12 hours for time worked {8 hours x 1.5} plus 8 hours of holiday pay.

An OR employee who is required to work 10 hour shift, would receive 15 hours for time worked {10 x 1.5} plus 8 hours of holiday pay.

#### Section 2

Employees who are called to work because of a shortage of personnel or other situations will come to work immediately. They shall be paid according to the provisions of Section three (3) of this Article; subject to a minimum of ~~threetwo~~ (32) hours.

#### Section 3

Full and Part-Time employees shall be called into work during staff shortages due to illness, vacations, or other emergencies using the following criteria:

If a part-time employee calls out sick, a part-time employee will be contacted first based upon seniority. If unavailable, the next part-time employee shall be called (based upon seniority) until position is filled. If no part-time employee is available for recall, then full-time employees shall be contacted

based on seniority (date of hire as full-time employee). Calls will continue until position is filled. Full-time employees shall be called first to replace full-time staff if sick or unable to work. Calls shall be placed based on seniority, if no full-time staff is available, part-time employees shall be called based on seniority until position is filled.

If a Lieutenant position needs to be filled, the Lieutenant and qualified full-time, non-probationary employees from the step-up supervisory program shall be called first based upon seniority. If there is no full-time, non-probationary employees from the step-up supervisory program available, the City shall call all qualified full-time, non-probationary Lifeguards in order of seniority. If the position still has not been filled, the City may call a qualified full-time, non-probationary Ocean Rescue Lifeguard.

When a call is placed to either a full or part-time employee for additional work or overtime, their name shall go to the bottom of the availability list (administered by the Captain and Administrative Assistant) regardless of whether employee worked. Full-time employees shall have the choice of overtime (earned at 1.5 x the regular rate of pay) or compensatory time (earned at 1.5 x the number of hours worked). It is the employee's responsibility to inform the Ocean Rescue Division Chief or Captain of which type of compensation will be earned. If compensatory time is desired, the employee is required to fill out appropriate forms upon arrival and properly fill out the time sheet. Overtime and compensatory time can only be earned when an employee has worked more than 40 hours during that workweek.

Notwithstanding the foregoing, effective the beginning of the first full month commencing at least ninety (90) days following ratification of this Agreement, employees will "sign up" for all overtime opportunities (e.g., shift, special event, and union time pool) through Telestaff or in case of its discontinuance its successor. Overtime will be scheduled fairly and equitably by the Division Chief of Ocean Rescue or his designee. Employees on vacation or comp time leave are not eligible for overtime. An overtime list will be sorted on Telestaff or in case of its discontinuance its successor. Employees that have signed up for overtime will be listed with the person having the least number of overtime hours offered at the top of each list. In the event two or more employees have an equal number of hours offered, the most senior employee will be offered the overtime. All overtime vacancies will be filled in

accordance with this article on a rank for rank basis, e.g., Captain for Captain, Lieutenant for Lieutenant, etc. or to avoid mandatory overtime, fill the vacancy with a qualified person from the current promotional list, then fill the vacancy with a person who has completed a department approved step up.

#### Section 4 Mandatory Overtime

- A. Each contract year (October 1), a mandatory overtime list will be created in reverse seniority (junior to senior). This list will be utilized for any mandatory recall. Once an employee has been mandated in, they will not be mandated in again until the entire list has been exhausted. The be considered to have been mandated in, the employee must have actually worked a portion of the mandated time. If the mandate list has been exhausted during the contract year, it will begin again in reverse seniority. The list will expire on September 30 each year and begin anew on October 1.
- B. This overtime shall be exchangeable.
- C. Mandatory overtime hours will not count toward an employee's hours offered total on Telestaff or, if discontinued, its successor, including shift holdovers required by the City.
- D. This overtime shall be position for position based on current rank held.
- E. Probationary employees shall not be excluded from mandatory overtime even if not eligible for regular overtime. They will be entered into Telestaff or, if discontinued, its successor at the average accrued hours for the department.
- F. Employees off from work on a shift swap, vacation, or compensatory leave are not eligible for mandated overtime.



ARTICLE 13-A-FR

**SALARIES**

**Section 1 Salary Step Plan**

~~Effective October 1, 2020, e~~Employees' salaries shall be paid in accordance with the Salary Step Plan outlined in Appendix A. (Attached)

All eligible employees shall proceed to the next step in their position as specified in the Salary Step Plan on the anniversary date for the employee's corresponding years of service thru Step ~~13~~ 14.

Performance evaluations shall be given once a year, one month prior to the employee's anniversary date. However, the employee's proposed step increase will be effective on the employee's actual anniversary date.

During the term of this Agreement, covered employees shall receive the following cost of living adjustments: (as reflected in Appendix A)

October 1, 2023: three percent (3%)

October 1, 2024: three percent (3%)

**Section 2 Promotions**

An employee, who has obtained a promotion, shall be compensated in the following manner (for illustration purposes):

- A. A firefighter/Paramedic who is promoted to the position of Driver Engineer shall move to the appropriate step in the new classification, Example: FF/PM in Step 5 will move to Step 5 in the DE/PM classification.
- B. A ~~firefighter/Paramedic or a Driver Engineer-Lieutenant~~ who is promoted to the position of Captain shall move to the appropriate step in the new classification,

Example: ~~FF/PM or DE~~ Lieutenant in Step 5 will move the Step 5 in the Captains classification.

**Section 3 Step Training Incentive**

~~Employees who serve as Step Training Paramedics shall receive payment of 2 hours of overtime for every 24 hours of Step Training completed, upon the creation of Lieutenants this incentive will no longer apply.~~

**Section 34 EMS Supervisor Pay Incentive**

Employees ~~working in the~~assigned to EMS Supervisor positions on shift shall ~~be eligible for~~receive a pensionable base salary adjustment of \$2.00 per hour.

**Section 5 40 Hour Pay Incentive**

Employees working a 40-hour work week shall ~~be eligible for~~receive a pensionable base salary adjustment of \$2.00 per hour. This pensionable base salary adjustment will increase to \$4.00 per hour effective October 1, 2025.

**Section 6: Paramedic Pay:**

~~Employees who hold a paramedic certification shall receive a pensionable base salary adjustment as follows:~~

October 1, 2023: \$4.81/hour

October 1, 2025: \$5.50/hour

**Section 6 Incentive Adjustments**

~~Employees shall not be paid for more than one of the incentive adjustments identified in Section 4, 5, and 6 above. Employees temporarily working in positions noted in Sections 4, 5, and 6 noted above, shall be eligible for pay adjustment calculated hourly. The employee must work at least fifty percent of any shift or working day, with no accruals of any portion of any shifts/working days, which are less than~~

~~fifty percent. A temporary absence from duty shall be defined as an absence from a duty position due to one of the following: illness, vacation, Kelly Day, attendance at conferences and other City business, leave of absence or absence without leave.~~

ARTICLE 13-B-OR

**SALARIES**

**Section 1 Salary Step Plan**

~~Effective October 1, 2020, e~~Employees' salaries shall be paid in accordance with the Salary Step Plan outlined in Appendix A. (Attached)

All eligible employees shall proceed to the next step in their position as specified in the Salary Step Plan on the anniversary date for the employee's corresponding years of service thru Step 14.

Performance evaluations shall be given once a year, one month prior to the employee's anniversary date. However, the employee's proposed step increase will be effective on the employee's actual anniversary date.

During the term of this Agreement, covered employees shall receive the following cost of living adjustments: (as reflected in Appendix A)

October 1, 2023: eight percent (8%)

October 1, 2024: three percent (3%)

October 1, 2025: three percent (3%)

**Section 2 Promotions**

An employee, who has obtained a promotion, shall be compensated in the following manner (for illustration purposes):

- A. A Lifeguard who is promoted to the position of Lieutenant shall move to the appropriate step in the new classification, Example: Lifeguard in Step 5 will move to Step 5 in the Lieutenant classification.

**Section 3 EMT Pay**

Employees are required to hold a EMT certification for full time employment. Employees who hold an EMT certification shall receive a pensionable base salary adjustment of \$4.50 per hour.

ARTICLE 14-A-FR

**WORKING OUT OF CLASSIFICATION**

**Section 1**

Working out of classification may occur whenever a Driver Engineer, Lieutenant, Captain, or ~~Battalion~~ Chief Officer is not available for duty due to vacation time, sickness, Kelly Day, comp time or any other regularly scheduled time off in accordance with Departmental policy. It is the purpose of the Article to promote on the job training and professional development as determined by the Fire-Rescue Chief.

**Section 2**

In selecting Employees to fill vacant or absent positions, the City shall endeavor, in good faith, to select an Employee who meets the following qualifications for such position:

- a) When an employee who appears on the authorized promotion list for a promoted the position ~~of Captain~~, or has completed the department approved task book, and serves in the promoted capacity ~~of Captain~~, the employee shall be compensated at a rate five percent (5%) above his/her normal rate of pay beginning on the first (1<sup>st</sup>) working day of continual work in such higher classification.
- ~~b) When an employee who appears on the authorized promotion list for the position of Driver Engineer, or has completed the department approved task book, serves in the capacity of Driver Engineer the unit member shall be compensated at a rate five percent (5%) above his/her normal rate of pay beginning on the first (1<sup>st</sup>) working day of continual work in such higher classification.~~
- ~~e) When an employee who is on the authorized promotion list for Battalion Chief or has completed the department approved task book, serves in the capacity of Battalion Chief, the unit member shall be compensated at a rate five percent (5%) above his/her normal rate of pay beginning on the first (1<sup>st</sup>) working day of continual work in such higher classification.~~

~~d) When an employee who appears on the authorized promotion list for the position of Lieutenant, or has completed the department approved task book, serves in the capacity of Lieutenant, the employee shall be compensated at a rate five percent (5%) above his/her normal rate of pay beginning on the first (1<sup>st</sup>) working day of continual work in such higher classification.~~

~~If no such qualified Employee who is on duty is available to fill such position, then the City shall backfill such vacancies with qualified personnel per the overtime policy.~~

### **Section 3**

Unit members serving in an upgraded capacity serve in said capacity at the direction of the Fire Rescue Chief or designee.

### **Section 4**

There shall be ~~at least greater than half the four~~ promoted positions per rank on duty per shift, excluding the Battalion Chief Rank.

### **Section 5**

Working out of classification, will not be used to permanently replace a vacant permanent position.

### **Section 6**

Employees eligible to complete the promotional Task book must meet the requirements set forth in Article 26-A-FR Promotions for the promoted position.

ARTICLE 14-B-OR

**WORKING OUT OF CLASSIFICATION**

**Section 1**

An Employee assigned to a position which position is higher than his/her normal job classification, shall be compensated at a rate five percent (5%) above his/her normal job classification beginning on the first (1<sup>st</sup>) working day of continual work in such higher position.

In selecting employees to fill vacant or absent positions, the City shall endeavor, in good faith, to equally distribute opportunities to work of classification. Opportunities to work out of classification as an Ocean Rescue Lieutenant shall first be filled by employees that have earned PRC certification and have completed the Ocean Rescue Lieutenant step-up program. If the vacancy still exists, the vacancy may be filled by an employee eligible to participate in the Ocean Rescue Lieutenant step-up program. Finally, if the vacancy still exists, it may be filled by a full-time, non-probationary Ocean Rescue Lifeguard.



ARTICLE 15

VACATION

**Section 1**

All regular employees shall earn vacation leave. Employees become eligible to use accrued vacation after one (1) year of continuous service and may then use vacation as it is earned. Vacation will be earned at the monthly rate as identified ~~in Section 2~~ below.

**Section 2**

<b>Years of continuous service</b>	<b>Shift/Non-shift Employees</b>
<b>Over, But Less than</b>	<b>Vacation hours earned</b>
0 years-3 years	12.00/ <del>8.00</del> 10.00*-per month
3 years- 7 years	14.00/ <del>9.33</del> 11.67* per month
7 years- 11 years	16.00/ <del>10.66</del> 13.34* per month
11 years+ <u>    </u>	18.00/ <del>12.00</del> 15.00*-per month

~~\*New earned vacation hours effective October 1, 2022.~~

**Section 3**

Effective October 1, 2025, vacation will be earned at monthly rates as follows:

<b><u>Years of continuous service</u></b>	<b><u>Shift/Non-shift Employees</u></b>
<b><u>Over, But Less than</u></b>	<b><u>Vacation hours earned</u></b>
<u>0 years-3 years</u>	<u>10.50/ 10.00per month</u>
<u>3 years- 7 years</u>	<u>12.25/ 11.67 per month</u>
<u>7 years- 11 years</u>	<u>14.00/ 13.34 per month</u>
<u>11 years+</u>	<u>15.75/ 15.00per month</u>

**Section 43**

Continuous service shall be considered to be any service in which there has been no interruption by resignation, or by involuntary separation or lay-off in excess of one year. Absence due to military service, injury in line of duty, or sick leave with pay shall not serve to interrupt continuous service. Absence due to leave without pay shall not be construed as an interruption of continuous service, but vacation benefits shall not be accrued during such leave for any month in which the employee does not work a period of fifteen (15) days or more for non-shift employees.

**Section 54**

When legal holidays occur within the vacation period of an Employee, the number of such days that are legal holidays shall be added to the normal number of vacation days allowed (for non-shift employees) or paid as overtime (for shift employees, since they are not permitted to take the day off) as outlined in Sick Leave. However, said overtime paid pursuant to this Section shall be paid at straight time for shift employees; non-shift employees are required (subject to call back) to actually take the legal holiday as a day off; and thus, when said holiday occurs in the vacation period of a non-shift employee, it shall not be counted as one of the employee's vacation days used.

**Section 65**

Vacation Leave shall be used only with the prior approval of the supervisor.

Subject only to the requirement of maintaining essential services, as determined by the Fire Chief, seniority shall govern in the scheduling of vacations.

There shall be a minimum of four (4) spots available for vacation leave and/or compensatory time on each shift. There may be one Captain, one Lieutenant, one Driver Engineer and one Firefighter off on vacation or comp time (a second Firefighter may replace one of the promoted ranks if the second Firefighter's selection is made prior to the promoted rank). Vacation shall be scheduled annually through three rounds of selection. The first and second rounds of selection shall require employees to select and reschedule consecutive shifts of vacation leave. During the third round of selection, employees may select

from among the remaining vacation slots available. The remaining shifts shall be available on a first come, first served basis.

**Section 76**

The maximum number of vacation hours allowed to be accumulated at any time are as follows:

<b><u>Average Scheduled Work Hours</u></b>	<b><u>Maximum Accumulated Hours</u></b>
<b><u>Per Week</u></b>	
40 <del>Non-Shift</del>	360
48 <del>Shift</del>	432

**Section 87**

Employees starting to work on or before the 15th of the month will accrue vacation leave for that month. Employees starting to work after the 15th of the month begin accruing vacation leave the following month.

**Section 98**

Any vacation time earned in excess of the above will be forfeited. No additional accrual or payment in lieu of taking vacation is authorized unless prior approval is granted by the City Manager. When an extraordinary workload such as might be caused by special projects or position vacancies precludes an employee taking vacation, the City Manager may approve accrual of excess vacation. In such cases, the excess vacation must normally be used during the next quarter of the year.

**Section 109**

An Employee resigning from the service of the City in good standing may be paid for any vacation credit accumulated prior to resignation, provided:

- A. He has completed one year of continuous service.
- B. He gives at least two weeks' written notice of his/her intent to resign.

**Section 110**

Employees who retire from the City under the City of Delray Beach Police and Firefighters Retirement System or the General Employee Pension Plan will be paid for any vacation credit accumulated prior to the date of retirement, provided:

The Employee gives at least two weeks' written notice of his intent to retire.

**Section 121**

In case of death of an employee, payment for unused vacation leave and compensatory time shall be made to the employee's beneficiary, estate, or as provided by law.

**Section 13**

Ocean Rescue vacation picks will be conducted on a fiscal year basis. Only two full time employees may be on vacation at the same time regardless of rank. Only one Lieutenant may be off at a time regardless of schedule rotation. When one Lieutenant is on vacation, another will be identified as "on call" to fill any sick leave vacancies. The identification of the Lieutenant to be on call shall be distributed amongst the off-duty Lieutenants as fairly as possible, at the discretion of the City, and the on call Lieutenant shall only be on call until 9:00 AM.

ARTICLE 16

**HOLIDAYS**

**Section 1**

The following days shall be holidays for both non-shift and shift employees:

New Year's Day;	Veterans Day;
Martin Luther King, Jr.'s Birthday	Thanksgiving Day;
<del>Birth</del> day	Thanksgiving Friday (for non-shift personnel only);
Presidents' Day;	<del>—</del> Christmas Eve;
Labor Day;	Christmas Related Holiday;
Memorial Day;	Personal Holiday (1 per fiscal year);
Independence Day (July 4);	<u>Juneteenth</u>

and any other day declared by the City Commission to be a legal holiday. The Personal Holiday will be granted on a date selected by the employee, provided the employee has six (6) consecutive months of regular full-time service with the City. The date selected must be approved by the Department Head and City Manager. The Personal Holiday for shift employees will not be granted as time off but will be compensated at 9.6 hours straight time pay on the date selected by the employee and approved by the Fire Chief and the City Manager.

**Section 2 Fire Department Personnel Only**

- A. Non-Shift Employees - Non-shift employees on the above days shall be off duty with pay subject, however, to being called in for work on such days if required by their supervisor, Fire Chief, and/or City Manager. Employees will be compensated for their eight (8) hour workdays.
- B. Shift Employees – Shift employees shall receive 9.6 hours of pensionable straight time pay at the appropriate hourly rate for each holiday ~~and 4.8 hours pay at the appropriate hourly rate for the half days~~ set forth above. Effective October 1, 2025, shift employees shall

receive 8.4 hours of pensionable straight time pay at the appropriate hourly rate for each holiday. The sShift employees will work their normal shift whether on a holiday or not.-If a shift employee calls in sick on a legal holiday, they will not receive holiday pay.

### **Section 3**

Employees who are on leave without pay on the day preceding and the day following a holiday or who are absent without leave on the day preceding or the day following a holiday shall be considered as absent without pay on the holiday and shall not be compensated for the holiday.

### **Section 4**

All regular, full-time, non-shift employees shall be granted leave with pay on the holidays listed above. In the event any of the aforementioned days fall on Saturday, the preceding Friday shall be considered a holiday, and in the event any of the aforementioned days fall on Sunday, the following Monday shall be considered a holiday.

### **Section 5**

Shift employees shall have the holiday pay ~~(9.6) hours~~ for the New Year's Day holiday reduced by 6 hours with those 6 hours being contributed to the Union Time Pool. 4 hours with those 4 hours being contributed to the Union Time Pool. Accordingly, all shift employees shall receive 5.6 hours straight time pay at the appropriate hourly rate for the New Year's Day holiday and the Union Time Pool shall be credited with 4 hours for each shift employee for that same holiday effective New Year's Day 2016.

## ARTICLE 17

### SICK LEAVE

#### Section 1

The City recognizes that our member's profession is one that has an increased risk and exposure to communicable diseases, mental health related illnesses heart disease, muscle skeletal injury and cancer.

The Union recognizes that sick leave is not a privilege which an Employee may use at his discretion and it shall be allowed only for the following:

1. Employee's injury, illness, or quarantine due to exposure to contagious disease.
2. Actual illness of a member of an Employee's immediate household (wife, husband, domestic partner, child, or parent) where care by the Employee is required.

The City, at its sole discretion, has the authority at any time to make inquiry of the subject Employee in order to determine that the sick leave privilege was exercised only for the reasons set forth in this section.

#### Section 2

**Non-Shift Personnel.** Except as otherwise provided, all regular, full-time non-shift Employees may be given sick leave with pay at the rate of one working day (~~Effective October 1, 2022~~ one working day will equate to 10 hours) for each calendar month of continuous service during which there were no absences without leave, provided:

1. Sick leave credits shall accrue during the first six months of service, but shall not be granted until completion of six months.

2. If employment begins on or before the fifteenth day of the month sick leave credit shall be given for the entire month. If employment begins after the fifteenth day of the month sick leave will not be credited until the first day of the following month.

3. If a non-shift Employee works less than half the normal workdays during a month for reasons other than vacation, Away with Pay (AP), or comp time, sick leave shall not be credited for that month.

4. Sick leave credits shall be available for use on the first day of the month following the month in which earned.

The maximum sick leave accumulation that may be accrued is one hundred forty (140) days (1,120 hours). The Employee may bank all unused sick leave each year until the one hundred forty (140) day (1,120 hours) maximum is reached.

### **Section 3 Fire Department Personnel Only**

**Shift Personnel.** Except as otherwise provided, all regular, full-time, shift Employees may be given sick leave with pay at the rate of ~~9.6 (Effective October 1, 2022 the new rate will be 12 hours) hours,~~ which shall become 10.5 hours effective October 1, 2025, for each calendar month of continuous service during which there were no absences without leave, provided:

1. Sick leave credits shall accrue during the first six (6) months of service but shall not be granted until completion of six (6) months of continuous service.

2. If employment begins on or before the fifteenth day of the month sick leave credit shall be given for the entire month. If employment begins after the fifteenth day of the month sick leave will not be credited until the first day of the following month.

3. If a shift Employee works less than half of the normal workdays during a month for reasons other than vacation, comp time, or AP, sick leave shall not be credited for that month.

4. Sick leave credits shall be available for use on the first day of the month following the month in which earned.

The maximum sick leave accumulation that may be accrued is 1,344 hours. The Employee may bank all unused sick leave each year until the 1,344-hour maximum is reached. Sick time usage by shift employees will be limited to 12- or 24-hour blocks for sick leave taken prior to the start of the shift. Once a shift starts, any sick usage will be for the remainder of the shift.

### **Section 4**



Employees who resign in good standing shall receive pay at their then regular rate for the portion of their accrued sick leave stated below, not to exceed a total payment of 70 days (560 hours) for non-shift employees including Ocean Rescue employees) and 672 hours (for shift Employees):

<b>Years of Service</b>	<b>Percentage of Accrued Sick Leave to be Paid</b>
0 - 5	-0-
5 - 10	25%
10 - 15	50%
15 - 20	75% (or up to 560 hours for non-shift personnel and 672 hours for shift personnel)

Employees who retire from the City in good standing after 20 years under the City of Delray Beach Police and Firefighters Retirement System or General Employee Pension Plan shall receive pay at their then regular hourly rate for their total amount of accrued sick leave, not to exceed the maximum allowed accrual of 140 days (for non-shift Employees) and 1,344 hours (for shift Employees and Ocean Rescue Employees).

**Section 5**

Ocean Rescue employees who desire to take sick leave shall enter the leave into Telestaff or its successor, or report to his/her immediate supervisor. Other employees who desire to take sick leave shall enter the leave into Telestaff or its successor, or report to their Battalion or Division Chief on duty, prior to the start of the first shift/work day of their illness or disability, otherwise they shall be considered as absent without leave. Employees should report in sick at least thirty (30) minutes prior to the beginning of the shift/workday. The Department Head may investigate such absences to determine their validity. When

absence is for three or more consecutive working days for non-shift personnel and Ocean Rescue employees or more than two consecutive shifts for shift personnel, the Department Head may require the Employee to provide a certificate from a physician, certifying to the actual disability of the Employee, or may require a letter from the Employee explaining the reasons for such absence.

**Section 6**

In cases of death of an employee, payment for unused sick leave shall be made to the employee's beneficiary, estate, or as otherwise provided by law, in accordance with Section 4 of this Article.

**Section 7**

Employees may sell back sick leave in accordance with City Administrative Policy and Procedure PER-16 as in effect October 1, 2023, which may be modified by mutual, written agreement between the Fire Chief and Union President.

## ARTICLE 18

### **BEREAVEMENT LEAVE**

#### **Section 1**

The City agrees that when a death or critical illness in which death appears to be imminent, occurs in the family (family being herein defined as follows: father, mother, brother, sister, spouse, domestic partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchild, foster parents, foster child, step-mother, step-father, ~~or~~ step-child or step-sibling; no other persons shall be contained within the definition of family except as specifically set forth herein) of an employee, the employee, if non-shift personnel and Ocean Rescue employees, may be allowed three (3) working days bereavement leave with pay, or if the employee is shift personnel, may be allowed twenty-four (24) hours of duty bereavement leave with pay. For out of state deaths leave will be allowed 5 working days of bereavement leave with pay, or if the employee is shift personnel, may be allowed 48 hours of bereavement leave with pay. These hours may be taken immediately after the death or at the time of the funeral or memorial service, but in either case they must be taken consecutively. However, such leave may not be used on more than one occasion per family member, as defined above.

#### **Section 2**

The City agrees when an employee is notified of the death of a family member while on duty as defined in Section 1 that employee will immediately be relieved from duty with administrative leave pay for the remainder of their shift. The City agrees that the above stated bereavement leave will not be charged against sick leave, vacation, or holiday time. Additional time for bereavement leave may be requested by the employee, and if granted, shall be charged to one of the foregoing categories.

#### **Section 3**

The employee may be required by the Department Head to furnish evidence of the facts justifying the use of Bereavement Leave.

## ARTICLE 19

### HEALTH INSURANCE

#### Section 1

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

#### Section 2

Employees who elect to maintain dependent coverage will contribute a dollar amount equal to the amount contributed toward the cost of dependent coverage that any other employees of the City are required to pay, whether or not such other employees are in a bargaining unit ~~(This section effective October 1, 2021).~~

#### Section 3

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

#### Section 4

The City reserves the right to change the medical and hospitalization insurance carrier, but the level of deductible and insurance benefits provided to bargaining unit employees shall not be substantially modified during the term of this Agreement.

#### Section 5

The City will maintain an insurance committee to discuss and review the City's insurance program, and to make recommendations to the City Manager regarding the City's insurance program(s). The insurance committee will be composed of one representative from each of the bargaining units in the City, appointed by the union representing that unit, a representative of the non-bargaining unit employees of the

City, and management representatives. The City Manager will select the management members of the insurance committees.

**Section 6 Retirees**

Any employees who elect to continue participation in the City's health insurance shall be allowed to elect to continue participation in any vision or dental insurance offered by the City. This shall include any employee who retired prior to the effective date of this agreement and has continued to participate in the City's health insurance as long as there is no additional cost to the City.

Section 7 Reopener

Upon written notice this article will be reopened for negotiations to allow the Union to establish, or participate in, an independent Health Insurance Trust to provide medical and dental insurance to covered members of this Agreement and to negotiate the City's contribution toward the same.

## ARTICLE 20 A-FR

### **SENIORITY**

#### **Section 1**

The City agrees that seniority shall consist of continuous accumulation of paid service with the Fire Department. It shall be computed from the date of employment with the Fire Department. Seniority shall accumulate during all approved leaves of absence of thirty (30) days or less and during approved leaves of absence of less than one (1) year when such leaves are due to job related illness or injury.

#### **Section 2**

Subject to the approval of the Fire Chief, which approval shall be based on enumerated departmental standards, which are published in advance of the selection process, pertaining to:

minimum staffing, numbers and types of certifications required within that staffing, and the number and types of officers or other ranks within that minimum staffing level, the choice of vacation period and Kelly days shall be as follows:

The annual request of Kelly and vacation days shall be made at the same time each year with selections on the basis of seniority. Seniority for the request of a Kelly and vacation day shall be calculated based on the beginning date of an Employee's most recent period of continuous paid service with the Fire-Rescue Department. If more than one Employee started with the Fire-Rescue Department on the same date, then seniority for those Employees shall be established based on the date they filed an application for employment. If more than one Employee filed an application for employment on the same date, seniority for those Employees shall be based on the alphabetical order of their last names. New Employees, hired after this Department-wide annual request date of Kelly and vacation days, shall be assigned a Kelly day by the Fire Chief (or designee), said assigned Kelly day to be on a temporary basis until the next annual selection date when that Employee shall make his/her selection, based on seniority, as set forth above. Employees transferred from one shift to another shift may retain their previously selected Kelly day, provided that no scheduled overtime results from this action. If scheduled overtime

would result from a transferring Employee retaining his/her previously selected Kelly day, the Employee may request a vacant Kelly day as long as scheduled overtime would not result, said Kelly day to be on a temporary basis until the next annual request date when the Employee shall make his/her request, based on seniority, as set forth above.

### **Section 3**

In the event of layoff for any reason, the Employees shall be laid off in the inverse order of seniority ~~in their classification only. For layoffs within a classification where the layoff will result in employees bumping down to a lower classification, seniority shall be determined by time served in the rank within which the layoff will occur and any higher rank. For layoffs resulting in separation from service, an employee's seniority shall be determined by duration of employment by the Fire Department. Employees who are affected by a layoff and have received satisfactory performance evaluations during the year preceding the layoff shall have the opportunity to bump.~~

Employees shall be recalled from layoff in the inverse order of layoff (last out, first back) if said Employees to be recalled are physically qualified to perform the work available at the time of recall. The City further agrees that no new Employees ~~in a particular classification~~ will be hired for one (1) year or until all Employees ~~in that particular classification~~ on layoff have been given the opportunity to return to work, whichever comes first, in accordance with the provisions of this Article. "Recall" from layoff shall mean notifying a laid off Employee to return to work by registered mail to the last address listed with the Department as his home address or by giving a laid off Employee personal notice to return to work. If the affected Employee has not responded to recall within three (3) work days of the return receipt date on the recall notice or if the recall notice is returned by the Post Office to the City due to inability to locate the addressee, or the affected Employee has not responded to personal notice recall within three (3) work days, then that Employee shall be considered to have refused recall.

In the event promoted employees are demoted because of layoffs or a reduction in staffing, no new employees will be promoted into the classification as defined in Article 26-A-FR, until all employees that

were demoted from those classifications are first offered to be promoted back into their previously held promoted classifications.



ARTICLE 20-B-OR

**SENIORITY**

**Section 1**

Seniority shall be based on date of hire as an Employee of the Ocean Rescue Division. Seniority shall be the basis for selecting normal days off for Employees. An employee may request to change his or her days off only after they become available through promotion, retirement, dismissal, resignation, or mutual agreement. Each September all days off shall be re-opened for selection for the coming fiscal year (October through September). Selection shall be made in order of seniority by each full-time employee. Seniority shall also be the basis for the Division's recall procedure and vacation selection process.

Lieutenants' days off may be rotated effective October 1 of each fiscal year at the discretion of the Ocean Rescue Division Chief for the purposes of ensuring that there is sufficient opportunity for the Operations Lieutenants to work together as teams with all other Lieutenants. Notice of any such rotation of days off must be provided no later than thirty (30) days prior to the implementation of the rotation (September 1 of each fiscal year). In the event the Ocean Rescue Division Chief elects to exercise his or her authority to rotate days off for Lieutenants, the rotation shall be in accordance with the following schedule: (A = most senior Lieutenant and D = least senior Ocean Rescue Lieutenant).

	SHIFT 1	SHIFT 2
First Rotation	A and B	C and D
Second Rotation	A and C	B and D
Third Rotation	A and D	B and C

The senior most Ocean Rescue Lieutenant (A) shall select days off and then all remaining Lieutenants will be slotted according to the above-provided schedule. Once enacted, the rotation schedule must be completed over the three (3) year period following enactment unless cessation of the rotation

schedule and a return to seniority selection of days off is agreed to in writing by the Union President and the Ocean Rescue Division Chief. In the event that there are more than four (4) Lieutenants, the Union President and Ocean Rescue Division Chief are authorized to modify the rotation schedule by written agreement executed by both parties.

## **Section 2**

In the event of layoff for any reason, the Employees shall be laid off in the inverse order of seniority in their classification only. Employees who are affected by a layoff and have received satisfactory performance evaluations during the year preceding the layoff shall have the opportunity to bump.

Employees shall be recalled from layoff in the inverse order of layoff (last out, first back) if said Employees to be recalled are physically qualified to perform the work available at the time of recall. The City further agrees that no new Employees in a particular classification will be hired for one (1) year or until all Employees in that particular classification on layoff have been given the opportunity to return to work, whichever comes first, in accordance with the provisions of this Article. "Recall" from layoff shall mean notifying a laid off Employee to return to work by registered mail to the last address listed with the Department as his home address or by giving a laid off Employee personal notice to return to work. If the affected Employee has not responded to recall within three (3) work days of the return receipt date on the recall notice or if the recall notice is returned by the Post Office to the City due to inability to locate the addressee, or the affected Employee has not responded to personal notice recall within three (3) work days, then that Employee shall be considered to have refused recall.

ARTICLE 21

**POSTING OF THIS AGREEMENT**

The City will make available to the Union twelve (12) copies of this Agreement and the Union will post a copy on the Union bulletin boards provided pursuant to this Agreement at each Fire Station, Ocean Rescue Headquarters, and at other work sites where bulletin boards are located.

ARTICLE 22

**MANAGEMENT RIGHTS**

**Section 1**

The City of Delray Beach shall have the right, subject only to express restrictions in this Agreement, to exercise its own discretion unilaterally on all of the following matters, when in its sole discretion it may determine it advisable to do any or all of the following:

1. To manage and administer the affairs of the City generally.
2. To decide the purpose of each of its constituent agencies.
3. To set standards of service to be offered to the public.
4. To exercise control and discretion over its organization and operation.
5. To control, manage, direct, and supervise all employees.
6. To take disciplinary action and dismiss Employees for just cause as to both non-probationary and probationary promoted Employees, and to take disciplinary action and dismiss with or without cause as to new probationary Employees.
7. To relieve its non-probationary Employees from duty because of lack of work and other legitimate reasons, to remove a promoted probationary Employee from the position to which he was promoted with or without cause, in which event the removed promoted probationary employee shall be returned to the position from which he was promoted (but this shall not be construed as a limitation on or a waiver of the City's right to dismiss or discipline such a promoted probationary Employee for just cause pursuant to subsection F, above), and to remove other promoted probationary Employees which may be necessary because of the return of this Employee to his former position. To relieve other probationary Employees from duty for any reason, with or without cause.
8. To relieve other probationary employees from duty for any reason.

9. To determine and re-determine work schedules subject to the provision of Article 10 relating to type of shifts to be worked by the Employees.
10. To maintain order and efficiency in its operations.
11. To determine and re-determine the number of hours to be worked, subject to the provisions of Article 10.
12. To require Employees to be in good physical and mental condition so that they are able to perform ~~the normal duties of personnel in their appropriate department.~~ all duties, tasks, and assignments of personnel in their rank.
13. The City shall have the right to formulate and amend all departmental policies and procedures including rules and regulations governing the conduct, responsibilities, and duties of all Delray Beach Fire Rescue (DBFR) members, so long as, not in conflict with provisions of this agreement. The union shall be notified of any change or newly formulated departmental policies. The use, location, operation including care and maintenance of any City equipment or property of the City used by the Unit members shall be subject to the direction and control of the City.
14. To set the standards and procedures for application, testing, selection procedures and appointment to positions.
15. To take disciplinary action against Employees who violate any provisions of this contract or any rules and regulations promulgated by the City not in conflict with the provisions of this Agreement.
16. Under reasonable circumstances, to dismiss or otherwise relieve from duty Employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.
17. To require enhanced supervision of both probationary and non-probationary Employees under reasonable circumstances.

18. To hire, promote, transfer, schedule, train, assign and retain employees in positions with the City and to establish procedures therefore.
19. To determine, re-determine, and direct the policies, mode, and methods of performing work of any sort.
20. To determine the qualifications for and to hire its employees.
21. To determine the size and composition of its workforce.
22. To assign overtime work and to select persons to perform such overtime work, subject to the existing practices of equitable distribution of overtime opportunities.
23. To determine the number and types, and to control, regulate, or discontinue the use, of vehicles, equipment, processes, materials, supplies, and other property, to be used, operated, or discharged.
24. To institute and establish new methods and procedures of training of employees, and to engage in such training methods and procedures.
25. Subject to any legal rights of incumbent employees to the contrary, to determine and re-determine job content, job descriptions, and all qualifications for job classification.
26. Nothing herein, shall be considered a waiver of the Union's right to bargain pursuant to Chapter 447, Florida Statutes.

## **Section 2**

Any right, privilege, or function of the City not specifically released or modified by the City in this Agreement shall remain exclusively with the City.

## ARTICLE 23

### **STRIKES AND ILLEGAL ACTIVITY**

#### **Section 1**

A "strike" shall be defined as the concerted failure to report for duty, a concerted absence of Employees from their positions, a concerted stoppage of work, a concerted submission of resignations, a concerted abstinence in whole or in part by Employees from the full and faithful performance of their duties of employment with the City of Delray Beach, or participating in a deliberate or concerted course of conduct which adversely affects the services of the City of Delray Beach, or the concerted failure to report for work after the expiration of a collective bargaining agreement.

#### **Section 2**

The Union recognizes that strikes by public Employees are prohibited by Article I, Section 6 of the Florida Constitution and Section 447.505, Florida Statutes. The Union agrees not to authorize, instigate, or otherwise support a strike, as defined in this Article, and to undertake its best efforts to prevent or terminate any strike which occurs in contravention of this commitment.

#### **Section 3**

The Union recognizes that it and all acting in concert with it shall be liable to the penalties set forth in Section 447.507, Florida Statutes, and Chapter 35 of the Code of Ordinances of the City of Delray Beach in the event of a strike in violation of this Article; provided, the Union shall not be liable for such penalties for a strike it did not authorize, instigate or otherwise support if the Union has complied with the requirements of Section 2, sentence 2 of this Article, and provided further it shall be the Union's affirmative obligation to show such compliance.

#### **Section 4**

The City of Delray Beach shall have the right to unilaterally terminate the employment of any Employee engaging in a strike. The only issue which shall be grievable with reference to the termination is whether or not the Employee was in fact engaged in a strike.

## **Section 5**

In the event of a strike, the Union will notify the Employees and inform them that a strike is illegal under Florida Law, of the sanctions which may be imposed against the Union and participating Employees for a strike, and further instruct striking Employees to immediately return to work. The Union agrees that the notification will be in writing and will be made in a good faith effort to get the Employees to return to work. Such conduct shall exonerate the Union from all penalties which may be imposed under this Agreement.



ARTICLE 24

**UNCONSTITUTIONALITY CLAUSE**

Should any section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated section or portion thereof. Any remaining portions of this Agreement shall remain in full force and effect and shall not be affected thereby.

ARTICLE 25-A-FR

**DUTIES OF EMPLOYMENT**

**Section 1**

Employees shall not be required to maintain the lawns and grounds; meaning grass, shrubs, and trees, nor to maintain the building exteriors, nor to paint the interiors or exteriors of the fire stations. Employees shall be required to perform routine station maintenance done on a scheduled basis including but not limited to window cleaning, the cleaning of kitchen and living facilities, training facilities, and other items involved in routine station maintenance and minor repairs of the fire stations and equipment and the City agrees to provide the necessary and proper materials for such employment duties.

**Section 2**

Employees are required to arrive for work in a condition making them ready, willing, and able, including being well-rested, in order to perform all of their assigned duties and tasks.

ARTICLE 25-B-OR

**DUTIES OF EMPLOYMENT**

**Section 1**

Employees are required to arrive for work in a condition making them ready, willing, and able, including being well-rested, in order to perform all of their assigned duties and tasks.

**Section 2**

Duties of employment shall be as follows:

- cleaning of work areas including the garage and kitchen
- minor repairs to equipment
- minor repairs to lifeguard towers
- installation of storm shutters

And any other duties deemed necessary by Supervision as related to the delivery of safety services at the Municipal Beach and Beach Parks. The City shall provide the proper equipment and supplies for such duties. The Ocean Rescue staff shall not be required to use power tools for the maintenance or repair of equipment, lifeguard towers or facilities. The Ocean Rescue staff shall not be required to work at the City pools.

ARTICLE 26-A-FR

**PROMOTIONS**

**Section 1**

A list of source material from which the written examination is drawn shall be published concurrent with the exam announcement and shall be published at least Ninety (90) days in advance of the date of the examination.

Promotional lists will be effective for two (2) years unless the list is exhausted or is no longer valid, as determined by the Fire Chief. If a new promotional test is given prior to the expiration of a current two (2) year promotional list, the employees on that list will be placed in the top rankings (1,2,3,4,...) of the new list for the duration of the previous promotional list. Promotional lists will not exceed two (2) years in length. The date of the promotional examinations may be delayed up to sixty (60) days, due to extenuating circumstances as determined by the City Manager or his or her designee, and if extenuating circumstances persist, may be delayed an additional sixty (60) days. If extenuating circumstances result in a delay of a promotional examination, notice shall be given to the Union at least fifteen (15) days before the examination, if possible.

All requirements to participate in a promotional exam must be met in full at the time of the first exam.

**Section 2**

The minimum qualifications for each position are as follows:

A. In order to take the examination for promotion to the rank of Driver Engineer, the following eligibility requirements must be met by the date of the examination:

i.) Three (3) years continuous service with the Delray Beach Fire-Rescue Department.

ii.) Current Paramedic Certification.

~~iii.)~~ On the department's Driver Engineer task book list and agrees to be utilized for upgrades.

~~iii.)~~iv.) successful completion of the following courses:

- a. Fire Apparatus Operator FFP#1301
- b. Fire Service-Hydraulics FFP#1302
- c. Aerial Operations BFST#703
- d. Candidates that have passed the Florida Fire Service Apparatus and Pump Operator State Certification Exam with course reciprocity from another state, will fulfill the requirement of FFP#1301 and FFP#1302.

B. In order to take the examination for promotion to the rank of Lieutenant, the following eligibility requirements must be met by the date of the examination:

a. Four (4) years of continuous service as a Firefighter/PM or Driver/PM with the Delray Beach Fire Rescue Department.

b. Current Paramedic Certification.

~~b.c.~~ On the department's Driver Engineer and Lieutenant task book list and agrees to be utilized for upgrades. A promoted Driver Engineer is not required to be on the Driver Engineer task book list.

C. In order to take the examination for promotion to the rank of Captain, the following eligibility requirements must be met by the date of the examination:

i.) Seven (7) ~~—years\_~~continuous service with the Delray Beach Fire-Rescue Department.

ii.) Current Paramedic Certification.

iii.) Municipal Fire Inspector Certification.

iv.) Successful completion of Origin and Cause class (FFP2610 or equivalent).

~~iii.)~~v.) Must hold the rank of Lieutenant.

vi.) If the employee has not held the rank of Driver Engineer, successful completion of the Driver Engineer task book.

~~vii.) On the department's Captains task book list and agrees to be utilized for upgrades. Currently serving as a Driver Engineer or have passed the Driver Engineer's Examination.~~

~~iv.)viii.) Florida Fire Officer 1 State Certification~~

D. ~~successful completion of the Florida Fire Officer 1 State Certification effective June 1, 2021~~ In order to take the examination for promotion to the rank of Chief Officer, the following eligibility requirements must be met by the date of the examination:

a. Nine (9) years of continuous service with the Delray Beach Fire Rescue Department.

~~b.~~ Currently in the rank of Captain, off probation.

~~c.~~ Effective September 30, 2025, Florida Fire Officer 2 State Certification

~~b.d.~~ On the department's Chief Officer task book list and agrees to be utilized for upgrades.

~~e.~~ Any other requirements listed within the Supervisory Contract.

It is understood that the course/identification numbers and names of required courses may vary. The equivalent course numbers as approved by the Florida State Fire College and Fire Chief as recognized by the common State-wide numbering system, may be used.

### **Section 3**

The Union and the City agree that a passing scored of 70% shall be achieved for each portion of the examination process. If one portion of the examination process is failed, the individual shall not become a candidate for promotion on the next standing list.

Examination process weight will be applied for each position as follows:

#### **Driver Engineer**

Written Examination	30%
Driving Skills – Non-emergency Operations	30%

Practical Skills – Emergency Apparatus Operations 40%

Seniority – 0.5 points per year of service over 3 years to a maximum of five (5) points.

Certification -

Two (2) points for State Certification as a Municipal Fire Inspector

One (1) point for certification as a Haz-Mat Technician

Two (2) points for State Certification as a Fire Instructor

**Lieutenant**

Written Examination 40%

Assessment Center 60%

Seniority – 0.5 points per year of service over 4 years to a maximum of five (5) points.

Rank – Three (3) points for promoted Driver Engineers.

Certification:

One (1) point for certification as a HazMat Technician

Two (2) points for State Certification as a Fire Inspector

Three (3) points for State Certification as a Fire Officer 1

Two (2) points for State Certification as a Fire Instructor

**Captain**

Written Examination 40%

Assessment Center 60%

Seniority – 0.5 points per year of service over 7 years to a maximum of five (5) points.

~~Rank – Three (3) points for promoted Lieutenants.~~

Certification-

One (1) point for certification as a Haz-Mat Technician

Two (2) points for State Certification as a Fire Instructor

**Chief Officer**

There must be a minimum of a written test which will be 40%. All other portions of the examination process are as determined by the Fire Chief.

Seniority: 0.5 points for each year of service over 9.5-years with Delray Beach Fire Rescue to a maximum of 5 points.

Hazardous Materials Technician: ~~OneTwo~~ (12) points.

Fire Service Instructor: Two (2) points.

Fire Officer 3 certification: Two (2) points.

~~Fire Officer I Certification; Two (2) points.~~

Associates Degree: Two (2) points.

Bachelor's Degree: Ten (10) points ~~Two (2) points.~~ (No candidate shall receive points for both an Associates Degree and a Bachelor Degree)

#### **Section 4**

All employees who pass a promotional examination shall be listed on a Promotional List in consecutive order with the employee having the highest score being listed first. In the event of a tie on a promotional exam, the tiebreaker will revert back to seniority in accordance with Article 20. All promotional lists shall expire two (2) years from the date they are posted. In the event that a promotional eligibility list has been depleted or rendered unusable for any reason prior to the expiration of that list, the Fire Chief or designee has the authority to put in motion the examination to reestablish a Promotional List, in accordance with the terms of this article. The Fire Chief will fill all vacant positions within sixty (60) days of the opening from the current promotional list.

Promotional vacancies shall be filled by selection from among those three (3) employees who achieve the highest passing score on the promotion process, unless there are employees waiting to be recalled per Article 20-A-FR Section 3. If an employee is to be passed over, the Fire Chief shall counsel the individual as to why the employee was not promoted.



**Section 5**

When an employee is promoted to a higher classification and pay grade, the employee's base salary shall be determined as indicated in Article 13-A-FR Section 2. ~~Whenever a promotion results in an increase of more than ten percent (10%) in an employee's base salary, that employee's annual performance review date shall be changed to the anniversary date of the promotion.~~

**Section 6**

To be eligible for a lateral transfer to a vacant Captain position, an employee must meet the minimum qualifications for the position. Lateral transfer application should be considered by the Fire Chief, but no obligation to grant the request is mandated.

**Section 7**

When a new employee is hired to the position of Fire Fighter/Paramedic his/her salary will begin at the starting Fire Fighter/Paramedic Salary Step.

**Section 8**

~~The City agrees to create the position of Lieutenant and establish a promotional list per this article for the position of Lieutenant by December 1, 2021. Promotions to the position of Lieutenant shall commence within 60 days of the creation of the promotional list to staff each rescue truck with an officer.~~

## Article 26-B-OR

### PROMOTIONS

#### Section 1

The minimum qualifications for each position are as follows:

- a. In order to interview for promotion to the rank of Lieutenant, the following eligibility requirements must be met by the date of the examination:
  - i. Must be a non-probationary employee with at least one year of experience as a Step-up Lieutenant.
  - ii. Employee must provide written notice of intent to the Division Chief of Ocean Rescue within ten (10) working days, when a vacancy is announced.
  - iii. Candidate has completed ICS 100, 200, 700 and 800 courses.
  - iv. Candidate has successfully completed the United States Lifesaving Association's (USLA) Training Officer Academy or be selected to attend class in the same calendar year as vacancy. (Class is held in December)
  - v. Candidate has completed the USLA PRWC certification course and is in good standing as an operator.
- b. In order to interview for promotion to the rank of Captain, the following eligibility requirements must be met:
  - i. Must be a non-probationary Lieutenant with at least one-year experience.
  - ii. Employee must provide written notice of intent to the Division Chief of Ocean Rescue within ten (10) working days, when a vacancy is announced.
  - ~~iii. Candidate has completed G-300 Intermediate Incident Command System for Expanding Incident.~~

**Section 2**

The examination process and weighting, at a minimum, will include the following:

- a. ~~550 meter~~ Open water swim in accordance with USLA guidelines. (25%)  

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- b. Written exam with material from the current USLA manual, Department Policies, Union contract and BLS Protocols. (25%)
- c. Scenario based on USLA guidelines or BLS protocols where the applicant will act as the officer in charge. (25%)
- d. Oral Interview (25%)

ARTICLE 27

**PROBATIONARY PERIOD - NEW EMPLOYEES**

The probationary period for all new Employees covered by this Agreement shall be one (1) year from the date of hire excluding time spent outside the department for the purpose of obtaining firefighter or paramedic certification. Probationary Employees shall have no right to utilize the Grievance/Arbitration procedure contained in this Agreement or any other policy or procedure for any matter concerning discharge, suspension, or other discipline.

ARTICLE 28

**PROBATIONARY PERIOD - PROMOTED EMPLOYEES**

There shall be a probationary period of one year for each Employee who is promoted to a higher classification within the Bargaining Unit. This probationary period shall commence from the Employee's initial regular assignment to the higher classification. During the one year probationary period, the City Manager or his or her designee shall have the right to remove the probationary Employee from the position to which that Employee was promoted. Any probationary Employee so removed shall have no right to appeal said action under the provisions of this Agreement, or any other policy or procedure.

A probationary promoted Employee who is removed from the position to which that Employee was promoted, shall return to the position from which that Employee was promoted (however, this shall not be construed as limitation on or a waiver of the City's right to dismiss or discipline such a probationary promoted Employee). Other probationary promoted Employees may also be removed and returned to their former positions if made necessary because of the return of such a probationary promoted Employee to his or her former position.

## ARTICLE 29

### **DISMISSAL/DISCIPLINE**

#### **Section 1**

The City Manager or his designee may at any time dismiss or otherwise discipline any Employee for just cause.

#### **Section 2**

The City Manager shall furnish the non-probationary Employee and the promoted probationary Employee whom he dismisses from the City service, with a written statement outlining in detail reasons for the removal and the date and time such removal becomes effective. A copy of the above-mentioned statement shall also be furnished to the Department Head.

#### **Section 3**

If criminal charges have been formally instituted against an Employee, the City Manager may place said Employee on leave of absence with or without pay or reassign to an administrative position after 15 days written notice.

During such leave of absence, the City may investigate and take appropriate disciplinary action against the Employee. However, if the Employee is subsequently found not guilty by a trial court of all the criminal charges which had been instituted against the Employee, and if no disciplinary action has been instituted, the Employee shall be reinstated and awarded back pay for the period of said leave of absence.

#### **Section 4**

The City shall notify Employees of any administrative review or investigation, the result of which could ultimately result in discipline against the Employee(s). The City shall notify the employee(s), within ten (10) working days of the incident which gave rise to the review or investigation or the City's knowledge of such incident, whichever is later. Nothing contained herein shall preclude the City from increasing, decreasing, or otherwise modifying any intended degree of severity of such discipline prior to the time such discipline is imposed by the City.

ARTICLE 30

**RESIGNATION**

**Section 1**

Any Employee who wishes to resign in good standing shall give the Fire Chief a written notice of his or her intention at least two (2) weeks prior to the date said resignation is to become effective, or shorter notice, with the approval of the Fire Chief. Notice of resignation shall be immediately forwarded to Human Resources together with said Employee's termination forms.

**Section 2**

If any Employee resigns without giving the required notice, the Fire Chief shall notify the Human Resources Department; the Human Resources Department shall enter this fact into the Employee's personnel records; and failure to give such required notice of resignation may be considered sufficient reason for rejecting any future application of said Employee to reenter City service. The Fire Chief may enter a good standing notation into the records of an Employee who fails to give two weeks' notice if he or she feels there were extenuating circumstances.

ARTICLE 31

**LEAVES OF ABSENCE WITH PAY**

Employees may be granted leaves of absence with pay upon approval of the Fire Chief and the City Manager for the following:

- A. Jury duty or other required appearances before a court or other public body except such appearances required because of the personal matters of the employee or his or her family. Unless prior written approval from a Chief Officer is obtained, employees shall call their Battalion Chief or Division Chief for return-to-work instructions.
- B. Official training courses such as conferences, conventions, workshops, or similar meetings approved by the City.

Under these provisions, no overtime pay will be considered. Leaves of absence with pay will not be considered as hours actually worked in the computation of time-and-a-half payment of overtime at the end of the work cycle during which they occurred unless such leaves are directly concerned with City business and the employee was directed by the Fire Chief to use such leave in order to conduct City business.

C. Employees who are required to make off-duty appearances as a subpoenaed witness in any court, administrative proceeding or deposition involving or arising out of the employees duties will be compensated for the appearance at the rate of time and one half (1.5) the employee's regular straight-time rate for the time actually spent, provided that a minimum of two (2) hours time will be paid and the standard City per mile travel expense allowed will be paid in order to offset the employee's automobile expenses; provided that any mileage and witness fees received by the employee will be endorsed over to the City.



ARTICLE 32

**LEAVES OF ABSENCE WITHOUT PAY**

**Section 1**

Leave without pay, not to exceed one (1) year, may be granted by the City Manager on recommendation of the Fire Chief to any employee who has entered upon a course of training or study for the purpose of improving the quality of his or her service to the City, or fitting himself or herself for promotion.

**Section 2**

Upon written request of an employee and approval by the Fire Chief, the City Manager may grant a leave of absence without pay when it will not result in undue prejudice in the interest of the City.

## ARTICLE 33

### **ABSENCE WITHOUT LEAVE**

#### **Section 1**

An absence of an Employee from duty, including any absence for a single day, that is not authorized by a specific grant of leave or absence under the provisions of this Agreement, shall be deemed to be an absence without leave. In determining whether a leave of absence exists, it is understood by both parties that a leave request must be submitted in TeleStaff or its successor by the employee and the Battalion Chief must approve the leave in all cases except sick leave or bereavement. Any such absence without leave shall be without pay and may be subject to discipline.

#### **Section 2**

Any Employee who is absent from duty for three (3) consecutive days without securing leave from the shift officer or without notifying him of the reason for such absence and the time he expects to return, may be considered to have resigned without notice. For forty (40) hour personnel, three (3) consecutive days shall mean three (3) workdays. For shift personnel three (3) consecutive days shall mean three (3) calendar days.

#### **Section 3**

All such unauthorized leaves shall be promptly entered into the Employee's personnel records and shall be considered in his merit ratings.

## ARTICLE 34

### **OUTSIDE EMPLOYMENT**

#### **Section 1**

No member of the Bargaining Unit may hold outside employment unless the employee's written request for approval of such employment is recommended for approval by the Fire Chief or designee and reviewed by the Human Resources Department. The granting of such approval is expressly contingent upon the following:

- A. Assurance that the employee's City position is of primary importance.
- B. Consideration of the effect the outside employment may have upon the efficiency of the requesting employee; and
- C. Determination as to the compatibility of the outside employment with City employment; and specifically, the Fire-Rescue Department.
- D. Completion of the City of Delray Beach's Outside Employment form and Conflict of Interest Disclosure and Acknowledgment form.

#### **Section 2**

The City of Delray Beach's Outside Employment Request form shall be due on the first (1<sup>st</sup>) business day of January each year and shall be provided to employees at least 30 days prior to that date. The approval of such form shall be for a maximum period of twelve (12) months. Outside employment shall be deemed to include ownership or part ownership of a business (but not including ownership of less than a controlling interest of stock of a publicly held corporation), as well as independent contracts by employees to provide labor, services or material.

#### **Section 3**

No member of the Bargaining Unit may work at any previously approved outside employment, nor at any future outside employment, while said member is on injury leave or restricted duty for a workers' compensation injury, unless additional express approval for such outside employment is

obtained by the Member from the Fire Chief or designee and the Human Resources Director, who shall take into consideration the recommendation(s) from the employee's physician and/or from the City's physician.

**Section 4**

The City will provide an Employee that is denied outside employee with a reason, in writing, within 10 days of the denial.

ARTICLE 35

**EMERGENCY PAY**

**OPEN**

**Section 1: Emergency pay procedure.**

All employees shall receive emergency pay as provided in Policy GA-46 Rev. 5 - Emergency Conditions Pay as in existence October 1, 2023, which may be amended by mutual, written agreements between the Fire Chief and Union President.

ARTICLE 36

**PERSONNEL POLICIES**

It is understood and agreed that the City of Delray Beach Personnel Policies shall have no applicability whatsoever to the Employees covered by this Agreement. Employees covered by this Agreement will follow Fire Department personnel policies.

ARTICLE 37

**DAMAGE TO CITY/ PERSONAL PROPERTY**

**Section 1**      **City Property**

Each Employee shall exercise due caution in the care and handling of all tools and equipment which may come into his or her custody, or over which he or she may have a degree of control. When in the judgment of the City a tool or piece of equipment is no longer safe or effective, due to normal wear and tear, the defective item shall be turned in to the City for replacement. No defective tool or piece or equipment shall be replaced by the City until the defective item is presented by the Employee. All tools and equipment issued to an Employee by the City shall be returned to the City prior to the Employee leaving City employment in the same condition as same was issued (normal wear and tear excepted).

**Section 2** **Personal Property**

The actual cost to repair any damaged (or to replace any lost) personal property of an Employee, including clothing, watches and prescription eyeglasses or contact lenses, non-prescription sunglasses, normal wear and tear excepted, shall be reimbursed to said Employee by the City if the Employee proves to the City that such occurred in the line of duty. In no event shall such reimbursement be made where it is determined by the City that such damage or loss was the result of the Employee's carelessness, negligence and/or intentional misconduct or where such personal property is not a part of his or her job-related equipment. Furthermore, in all instances, the limitation on such reimbursement from the City shall be no more than one hundred dollars (\$100.00) per incident or claim; and provided further that in no case shall the reimbursement for any article of personal property exceed the reasonable replacement cost as determined solely by the City.

**Section 3**

Proof of purchase and/or replacement costs will be provided along with request for replacement.

ARTICLE 38

**PENSION PLAN MATTERS**

**Section 1**

The City and Union agree that the provisions of the Firefighters' Retirement System (sec. 33.73 through sec. 33.92, Delray Beach Code of Ordinances) reflect the retirement benefits and employee contributions of bargaining unit members, except as otherwise provided in Section 2 of this Article. The Retirement System changes set forth in Section 2 below shall take effect upon adoption of an ordinance implementing the changes, which shall be adopted within 60 days following the ratification of this Agreement by both parties. The provisions of Sections 3 through 8 below are carried forward from the prior agreement and shall remain in effect unless/until modified by a future agreement.

**Section 2**

(a) The maximum DROP participation period shall be extended to 8 years (up to a maximum of 38 years of service) for employees who enter the DROP after the effective date of the ordinance implementing this change. Employees who enter the DROP after the effective date of the ordinance implementing this change shall contribute 4% of their earnings to the Retirement System during their DROP participation, through payroll deduction.

(b) Employees who are participating in the DROP on the effective date of the ordinance implementing the 8 year DROP may elect to extend their maximum DROP participation period to 8 years (up to a maximum of 38 years of service) within 90 days following the effective date of the ordinance implementing the 8 year DROP. The election shall be made on a form provided by the pension board and shall be irrevocable. As a condition of electing to extend the maximum DROP period, the employee shall contribute 4% of their earnings to the Retirement System during their entire period of DROP participation, as follows: (i) for the period of DROP participation before the date of extension, a lump sum equal to 4% of the employee's total pensionable earnings during that period shall be deducted from the employee's DROP account; and (ii) for the period of DROP participation on and after the date of extension, the employee shall contribute 4% of their earnings to the Retirement System during such period of DROP participation, through payroll deduction. If an employee who is participating in the DROP on the effective date of the ordinance implementing the 8 year DROP does not elect to extend their maximum DROP participation period within 90 days following the effective date of the ordinance implementing the 8 year DROP, the employee's DROP period shall not be extended, the employee shall continue participating in the DROP in accordance with the terms and conditions in effect on the date of



DROP entry, and he/she shall be required to terminate DROP participation and city employment at the end of the original DROP period.

(c) All current terms and conditions of the DROP shall apply to employees who elect to participate in the 8 year DROP or elect to extend their DROP participation in accordance with subsections (a) and (b) above, except as otherwise provided in subsections (a) and (b) above.

(d) The 75% and 87.5% caps on retirement benefits shall be eliminated, but the \$100,000 cap on retirement benefits (increased by 2% per year beginning October 1, 2016) shall remain in effect.

### **Section 3**

Notwithstanding any other provision of this Article, the parties agree that the City may revoke its participation in Chapter 175 pursuant to Fla. Stat. 175.411 at any time during the term of this Agreement if it determines that it is dissatisfied with the performance of the Board of Trustees responsible for administering the Chapter 175 pension plan (Plan). In determining the performance of the Board of Trustees the City shall consider some or all of the following factors in its sole discretion:

- (i) the investment performance of the plan;
- (ii) the Board of Trustees' choice of its investment advisor;
- (iii) the extent of the Board of Trustees' efforts to control administrative costs through the use of attorneys, actuaries, accounting firms and other professional advisors the City utilizes to provide services to its other employee pension plans;
- (iv) the appropriateness of the Plan's actuarial assumptions and methods;
- (v) the extent to which the Board of Trustees delegates administrative functions to the City's Finance Department.

### **Section 4**

As a safe harbor provision, during any time the Plan is using the same actuary, investment advisor, (and is following that investment advisor's recommendations with respect to portfolio allocation and selection of funds and fund managers) auditor, attorney, and administrative function provider as the City's General Municipal Employees Pension Plan, the parties agree the City may not exercise its revocation rights pursuant to Section 54. If the Board of Trustees believes it is operating within the safe harbor established herein, it may request the City to confirm the same in writing. The City shall respond to such a request within thirty (30) days of receipt of the same. Once the City has confirmed that the Board of Trustees is operating within the safe harbor, the City may not invoke the revocation procedures provided in Section 54 below unless it first provides the Board of Trustees notice of its intent to do the same along with an explanation of why the Board of Trustees is no longer operating within the safe harbor. The Board of Trustees shall have thirty (30) days from the date of receipt of such notice to resume operation within the

safe harbor. If the Board of Trustees fails to resume operating within the safe harbor, the City may, at its discretion, proceed to invoke the revocation procedures provided in Section 54 below. If the City then provides notice of revocation pursuant to Section 54 (i) below, the safe harbor provision may not be utilized and shall no longer be in effect.

### **Section 5**

The City's exercise of its revocation rights under Section 32 shall be undertaken as follows:

- (i) the City Manager or designee shall provide at least sixty (60) days written notice to the Union and shall provide a general explanation of the reason(s) for the City's intended action in the notice;
- (ii) the issue shall be placed on the agenda for the next City Commission meeting scheduled after expiration of the notice period;
- (iii) the Union shall be given an opportunity to be heard by their designee at the City Commission meeting held to consider the City's exercise of its revocation rights.

### **Section 6**

The parties agree that the City's decision to revoke its participation in Chapter 175 shall be final and that the City's exercise of its revocation right under this Article shall not be subject to challenge or appeal through the grievance and/or arbitration provisions of this Agreement or otherwise.

### **Section 7**

In the event the City revokes its participation in Chapter 175, the parties agree that Chapter 33 of the Code of Ordinances for the City of Delray Beach shall be amended in whatever way necessary to accomplish the revocation, to change the composition of the pension board, and to change the firefighter pension plan as follows:

**Tier 1:** Employees with 20 or more years of service and retired/terminated employees:

- No change in pension benefits.

**Tier 2:** Employees with at least 10 years of service but less than 20 years of service at the time of plan change:

- Multiplier reduced from 3.5% to 3% for all future service, all retirement benefits determined using the final average compensation as of the retirement and/or termination date.
- Starting benefit limited to \$108,000 per year.
- Employees that reach 20 years of service shall retain the 3.5% multiplier for all years of service prior to the Plan change.

- Participants remain eligible for the DROP on same terms as existing on day before amendment to Ordinance.
- COLA of not less than one percent (1%) will continue to be applied annually.

**Tier 3:** Employees not vested at the time of plan change:

- Multiplier reduced from 3.5% to 3% for all future service, all retirement benefits determined using the final average compensation as of the retirement and/or termination date.
- Employees that reach 20 years of service shall retain the 3.5% multiplier for all years of service prior to the Plan change.
- COLA of not less than one percent (1%) will continue to be applied annually.
- Participants remain eligible for DROP on the same terms as existing on the day before amendment to Ordinance.
- Average Final Compensation: Highest 5 of last 10 years.
- Starting benefit limited to \$108,000 per year.

**Tier 4:** Employees hired after plan change:

- 2.75% multiplier for all credited service.
- Benefit limited to 68.75% of final average compensation.
- Normal Retirement changed to the later of age 55 or 25 years of service.
- Eliminated Early Retirement.
- Average Final Compensation: Highest 5 of last 10 years.
- Starting benefit limited to \$108,000 per year.

Upon the City's revocation, any benefits that were being provided with premium tax money above the 1993 amount shall be discontinued. All accumulated excess state premium tax monies held in reserve at the time of withdrawal and any other premium tax money that is not allocated to pay for pension benefits or that has been allocated to pay for benefits that are discontinued will be used to pay down the unfunded liability attributable to firefighters.

The Parties agree that, if required by the Division of Retirement to accomplish the intent of the preceding sentence, employee contributions may be increased and then immediately decreased in an amount equal

to the amount used to pay down the unfunded liability attributable to firefighters, such that there is no actual change in employee contributions.

**Section 8 - Ocean Rescue**

Ocean Rescue employees shall continue to participate in the General Municipal Employees Pension Plan as set forth in Chapter 35 of the City's Code of Ordinances.

**Section 9 – Mutual Agreement on Use of Chapter 175 Premium Tax Revenues**

The City and Union agree to utilize monies received pursuant to Chapter 175 each year to offset the cost of the pension plan (i.e., reduce city pension contributions) up to the amount of money received for the 2013 calendar year (\$1,206,994). Any annual Chapter 175 premium tax money received in excess of \$1,206,994 shall be used to fund a COLA increase in accordance with sec. 33.86(B) of the City's Code of Ordinances.

ARTICLE 39

**ANNUAL PHYSICALS**

**Section 1**

The union agrees that the City shall conduct annual physicals including drug and alcohol screening for all employees covered by this agreement, and that such annual physicals for employees age 40 and over shall be more comprehensive for such employees at five (5) year intervals. Personnel shall be scheduled for their annual physical alphabetically by the first letter of their last name as follows:

**LAST NAME LETTER**

**QUARTER**

A thru C

October 1 - December 31

D thru H

January 1 - March 31

I thru P

April 1 - June 30

Q thru Z

July 1 - September 30

The annual physical for Ocean Rescue employees shall be scheduled and conducted within 15-days of the employee's anniversary date.

**Section 2**

The Union and the City agree to the concept of a tobacco free fire service, as supported by the Professional Fire Fighters of Florida. Towards that end there shall be no tobacco use allowed in any area of the fire stations or other Fire-Rescue Department facilities and vehicles, except the apparatus room.

**Section 3**

The City shall provide, on an annual basis at the time of the Employee's annual physical, a blood screening for infectious diseases for all Employees, which shall include but not be limited to blood screening for all Hepatitis strains, lipid profile and profile 7 laboratory studies which includes information on cholesterol levels of LDL and HDL, Triglycerides, Glucose, BUN, Creatinine, Sodium, Potassium and

CO2 levels, Pulmonary Function and Audiometry Test, CBC, Cancer Antigen Panel (which may include but not limited to, Carcinoembryonic Antigen (CEA), Cancer Antigen 19-9, Cancer Antigens 125, Alpha-Fetoprotein(AFP, Prostate-specific Antigen (PSA), Cancer Antigen 15-3, and Ultrasound Imaging or equivalent assessment of the internal organs, heart, and vascular system (e.g. Life Scan occupational health, wellness, and fitness evaluation that focuses on early detection and prevention). Completion of all applicable components of the employee's annual physical shall be mandatory.

#### **Section 4**

The City shall make available the following immunization for all Employees. Employees not wishing to receive immunizations shall sign a waiver indicating their refusal.

- A. Diphtheria Pertussis-Tetanus - every 5 years
- B. Hepatitis (Type B) - every 5 years
- C. Rubella (for females of childbearing age) - as needed
- D. AIDS (If an F.D.A. approved vaccine becomes available during the term of this Agreement).
- E. SARS-CoV-2 vaccine.

#### **Section 5**

The City recognizes how physically demanding the job of a firefighter can be. Recent studies and research have identified the correlation between fitness and improved work performance, injury prevention, stress management as well as reduction of sick time usage as tangible benefits.

In an effort to improve and maintain the overall health and fitness of all bargaining unit employees, the Union agrees that the City shall conduct annual fitness assessments. Implementation of this policy shall not be punitive.

An annual fitness assessment will be created through a special labor management committee and must be mutually agreed upon by the Union and Fire Chief prior to implementation of a fitness assessment policy.

~~———— Fitness assessments will be performed once a year on bargaining unit employees. An outside agency will be contracted to test and confidentially maintain all employee records. Fitness assessments will be scheduled at the employees annual physical.~~

~~———— The City and the Union agree to adopt a nationally recognized and validated standards to determine firefighter fitness. Current firefighter fitness parameters as established by ARA/Human Factors will provide the assessment guidelines for the contracted testing agency. Fitness assessments shall test employee's aerobic capacity, muscular strength, muscular endurance, body composition and flexibility. Annual fitness assessments shall be mandatory for all bargaining unit employees covered by this contract. Refusal to submit to annual fitness assessments may be grounds for disciplinary action, up to and including termination. Employees hired after the implementation of this agreement will be required to score a minimum of 60 points on the current fitness assessment within one year of assessment testing or become eligible for termination.~~

## **Section 6**

All bargaining unit Ocean Rescue employees are required to pass a bi-annual requalification test. The takes place in October and in May and must be completed within 30 days after receiving notice. Ocean Rescue employees who have not completed this test will not be scheduled to work until they have complied with the requalification requirements. They will be considered to be on leave without pay. Ocean Rescue employees unable to perform satisfactorily on the requalification test must request an extension in writing from the Ocean Rescue Chief. A second test will be scheduled within 30 days. The Delray Beach Ocean Rescue Annual Requalification Test is composed of the following segments:

- ~~550 yards timed~~ Open water swim in accordance with USLA guidelines (< 10:00)
- 250 yard run/ 300 yard paddle/ 250 yard run/ 300 yard swim (< 30:00 total time)

## ARTICLE 40

### **ALCOHOL AND SUBSTANCE ABUSE POLICY**

#### **A. PURPOSE AND SCOPE**

Due to the nature of our profession, the City and Local 1842 acknowledge the necessity of a policy that deals with alcohol and substance abuse for our employees. The purpose of this policy is to deter substance abuse and to ensure that:

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

Substance abuse, while at work or otherwise, seriously endangers the safety of employees as well as the public, and creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased health care and benefit costs, decreased morale, and a decline in the quality of services provided. Practical experiences have proven that limited quantities of various narcotics, abused prescription drugs, or alcohol can impair reflexes and judgment. For these reasons, while this policy recognizes the importance of prevention and rehabilitation, emphasis shall be placed on ensuring all employees must report to work completely free from the presence of drugs and the effects of alcohol. The City is recognized by the State as a Drug-Free Workplace under the Florida Workers' Compensation Act (Section 440.102, Florida Statutes). This law provides that an employee who is injured in the course or scope of employment and who tests positive on a drug or alcohol test or refuses to be tested forfeits his/her eligibility for Workers' Compensation medical and indemnity benefits. Both parties shall strive to assist employees who voluntarily seek help in overcoming any dependence on drugs and/or alcohol abuse in accordance with the guidelines of this policy.



## **B. DEFINITIONS**

For the purpose of this Policy, the following definitions apply:

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

2. "Chain of Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing, and reporting of test results.

3. "Collection Site" means a place where employees present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs.

4. "Collection Site Person" means a person provided by an approved laboratory who instructs and assists employees at a collection site and who receives and makes an initial examination of the specimen provided by those employees.

5. "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure run on a sample that was positive on the initial screening test. The second analytical procedure must be used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. The confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy. The confirmation test for alcohol will be gas chromatography and the confirmation test for all other drugs will be gas chromatography/mass spectrometry.

6. "Drug" means alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors, Amphetamines, Cannabinoids, Cocaine, Phencyclidine, Methadone, Methaqualone; Barbiturates; Benzodiazepines; Propoxyphene, and Opiates.

7. "Drug test" or "test" means any chemical, biological, or physical instrumental analysis in conformity with this policy, administered for the purpose of determining the presence or absence of a drug or its metabolites.

8. "Employee" means any bargaining unit member who works for salary, wages, or other remuneration for the City of Delray Beach.

9. "Employee assistance program" means an established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.

10. "Employer" means the City of Delray Beach who employs bargaining unit members for salary, wages, or other remuneration.

11. "GC/MS" means gas chromatography/mass spectrometry.

12. "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. The initial screen for all drugs shall be an immunoassay procedure, except that, the initial test for alcohol shall be an enzyme oxidation methodology. The initial test for random alcohol is defined in Section D.2.c, Random Testing.

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

14. "Medical Review Officer or MRO" means a licensed physician who is responsible for receiving and reviewing all drug test results from the laboratory. The MRO is responsible for contacting all positively tested individuals to inquire about possible prescriptive or over-the-counter medications, which could have caused a positive test result.

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

16. "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using drugs in violation of the Employer's policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing shall not be required except upon the written recommendation of a supervisor ~~who is at least one level of supervision higher than the immediate supervisor of the employee in question.~~ ~~Also, r~~Reasonable suspicion drug testing must be based upon the direct observation of at least one corroborating witnesses. ~~Furthermore, t~~The supervisor's recommendation as to reasonable suspicion must be reviewed and agreed upon in writing by a separate supervisor, with at least one of the two (the supervisor making the initial recommendation or the supervisor reviewing and agreeing upon such recommendation) being a Chief Officer, including an acting Chief Officerthe Fire Chief or designee. At this time, only the Fire Chief or designee (an Assistant Chief or Division Chief) may order reasonable suspicion drug testing. This written recommendation shall include the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant testing. Reasonable suspicion is defined as the following:

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

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

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

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

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

21. "Program Administrator" means the City's Employee Assistance Provider, for referrals and case management.

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

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

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

a. Reasonable suspicion - The City may require an employee to submit to reasonable suspicion drug testing. The definition of "reasonable suspicion drug testing" as defined in this drug-testing Policy will be the sole basis for determining whether reasonable suspicion exists to test an employee.

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

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

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

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

d. Follow-up testing - If an employee, in the course of employment, enters treatment through an employee assistance program for alcohol or drug-related problems, or an alcohol and drug rehabilitation program, the employee must submit to an alcohol and drug test and test negative before returning to duty. Upon return to duty, the

employee will submit to one drug and alcohol test per quarter on any shift chosen by the Department as a follow-up to such program for a two-year period thereafter.

e) Application for employment – All job applicants for safety-sensitive and special-risk positions will be tested for the presence of illegal drugs, once offered a position as a part of the hiring process. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form, fails to appear for testing, tampers with the test, or fails to pass the pre-employment selection drug test will be ineligible for hire.

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

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

**E. POLICY NOTICE TO EMPLOYEES**

1. This Policy shall serve notice to all employees that a drug testing program is being implemented within the City. The City will include a notice of drug testing on all vacancy announcements on positions where drug testing is required. A notice of this Policy will also be posted in an appropriate and conspicuous location on the City's premises and copies of this Policy shall be made available during inspection during regular business by the general public in the City's Human Resources department.

2. All employees are prohibited from distributing, dispensing, possessing, using or being impaired, intoxicated, or under the influence of alcohol or using illegal drugs or unauthorized controlled substances while at work, on duty, performing City duties away from the City, or while operating a City vehicle.

a) Employees arrested for a drug and/or alcohol-related incident must immediately, or as soon as otherwise possible, notify their Battalion Chief, Division or Assistant Chief or the Fire Chief, if the incident involves loss or suspension of driver's license (on or off-duty). Failure to notify an appropriate City official as described above may result in disciplinary action, up to and including discharge.

b) The proper use of medication as prescribed by an employee's physician is not prohibited; however, the City does prohibit the misuse of prescribed medications. Therefore, any employee who is taking any prescription medication(s) which is known to potentially effect performance, or any motor functions is obligated to notify the Assistant Chief of Operations before reporting to work or during work if under the use of such medication(s). Failure to do so may result in disciplinary action. Improper use of prescription medications is prohibited and may result in disciplinary action, up to and including discharge. Prescription medication must be kept in its original container if such medication is taken during working hours or on City property.

**F. COLLECTION PROCEDURES, CHOICE OF SPECIMEN, COST OF TESTING**

1. An employee injured at the workplace and required to be tested, in accordance with this Policy, shall be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible where specimens shall be obtained. If it is not medically feasible to move the injured employee, specimens shall be obtained at the treating facility under the procedures set forth in this policy and transported to an approved testing laboratory.

2. No specimens shall be taken prior to the administration of emergency medical care. Once this condition has been satisfied, the City may obtain results of any tests conducted on a specimen for the presence of alcohol or drugs only as is specifically provided for in this policy.

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

4. Body specimens - Urine will be used for the initial test for all drugs, and for the confirmation of all drugs, except alcohol. ~~Blood will be used as the initial and confirmation test for alcohol, except for random testing in which case see above Section D.2.c. Breath will be used as the initial alcohol test, and blood will be used as the confirmation test for alcohol testing. A qualified Breath Alcohol Technician (BAT) will administer the test using an evidential breath testing (EBT) device. All testing results for alcohol will be verified by a qualified Breath Alcohol Technician (BAT). Employees who test positive for alcohol shall be immediately removed from duty. An alcohol test is considered to be positive with a breath alcohol concentration of 0.04 or greater. Alcohol confirmation testing equal to or exceeding 0.04 shall be reported as a positive and the results will be immediately transmitted to the Designated Employer Representative (DER) in a confidential manner.~~



Nothing in this section shall be construed to limit the discretion of a physician to determine whether drawing a blood sample will threaten the health of the employee, or if the employee has a medical condition unrelated to an accident which may preclude the drawing of the necessary quantity of blood for a testing specimen. No inference or presumption of intoxication or impairment may be made in a case where a physician prevents a specimen extraction based on his or her medical expertise.

5. Cost of testing - The City shall pay the cost of all drug tests which it requires of employees.

6. Collection site - The collection site utilized by the City must be mutually agreed upon between the City and the Local 1842. In addition, the City shall utilize a collection site designated by the approved laboratory which has all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, chain of custody procedures, temporary storage and shipping or transportation of urine and blood specimens to the approved drug testing laboratory.

7. Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen, and transportation of the specimen to the laboratory shall be in accordance with Section 59A-24.005, Florida Administrative Code. A form showing the chain of custody shall be used and maintained for each employee tested.

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

#### **G. LABORATORIES' PROCEDURES**

1. No laboratory may analyze initial or confirmation drug specimens unless the laboratory is licensed by the Department of Health and Rehabilitative Services and is capable of performing such tests in accordance with Section 112.0455, Florida Statutes, and its attendant rules in Section 59A-24.006, Florida Administrative Code.

2. Laboratory assistance - The approved laboratory shall provide technical assistance to the MRO or employee for the purpose of interpreting any positive confirmed test results which could have been caused by a prescription or non-prescription medication taken by the employee.

3. Laboratory analysis procedures - All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results shall be in accordance with Section 112.0455, Florida Statutes, and its attendant rules in Section 59A-24.006, Florida Administrative Code.

4. Initial test - The initial screen for all drugs shall use an immunoassay methodology except that the initial test for alcohol will be an enzyme oxidation methodology. The initial random test for alcohol will be breath. Levels on initially screened urine specimens which are equal to or exceed the identified levels pursuant to the Florida Administrative Code 59A-24 shall be considered to be presumptively positive and submitted for confirmation testing.

5. Confirmation test - All specimens identified as presumptively positive on the initial test shall be confirmed using gas chromatography mass spectrometry (GC/MS), except that alcohol will be confirmed using gas chromatography. All confirmations shall be done by quantitative analysis. Levels on confirmation testing for urine specimens which are equal to or exceed the identified levels pursuant to the Florida Administrative Code 59A-24 shall be reported as positive.

6. Drug testing laboratories shall retain, and store all confirmed positive specimens pursuant to Section 112.0455, Florida Statutes, and its attendant rules as established in Section 59A-24.006, Florida Administrative Code. The assigned laboratory shall be required to maintain any specimens under legal challenge for an indefinite period.

**H. RELEASE OF RESULTS**

1. Reporting results:

- a. The laboratory shall report tests results to the MRO within seven business days after receipt of the specimen by the laboratory.
- b. The laboratory shall report as negative to the MRO all specimens which are negative on the initial test or are negative on the confirmation test. Only specimens which are confirmed as positive on the confirmation test shall be reported positive to an MRO only for a specific drug.
- c. The laboratory shall transmit results to the MRO in a manner designed to ensure confidentiality of the information. The laboratory and MRO must ensure the security of the data transmission and restrict access to any data transmission, storage, and retrieval system.
- d. The MRO and/or the tested employee may request from the laboratory, and the laboratory shall provide, a detailed quantification of the initial and confirmation test results.
- e. The MRO will also verify that positive and negative test results were properly analyzed and handled. The MRO will have knowledge of substance abuse disorders and shall also be knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall evaluate the drug test results which are reported by the laboratory, verify the drug test results by checking the chain of custody form that the specimen was collected, transported, and analyzed under proper procedures as set forth in this Policy.
- f. The MRO will initially notify the employee of a confirmed positive test result within three business days of receipt of the test result from the laboratory and determine if any alternate medical explanations caused a positive test result. This notification may be accomplished via telephone. This determination by the MRO shall include conducting a medical interview with the employee, review of the employee's medical history, review of any other relevant bio-medical factors, a review of all medical records made available

by the tested employee, and an inquiry as to whether any prescription or non-prescription medications could have caused the positive test result. The MRO will provide an opportunity for the employee to discuss the positive test result and to submit documentation of any prescriptions relevant to the positive test result for up to five business days after notification period.

g. The MRO will then communicate the test results of an employee to a designated representative of the City and the employee. The test results shall be communicated only after the MRO has verified that the positive and/or negative test results were properly analyzed and handled, and, in the case of a positive test result, the MRO has provided at least up to five business days for the employee to discuss the positive test results and to submit documentation of any information relevant to the positive test results.

h. The MRO shall provide to the designated representative of the City and the employee a copy of the test results subject to the employee protection provision (Section J) and the confidentiality provision (Section N) of this Policy.

2. All records pertaining to a given specimen shall be retained by the drug testing laboratory for a minimum of five years. Also, drug testing laboratories shall retain in place all confirmed positive specimens in a properly secured long-term frozen storage facility for a period of at least one year from the date of the initial testing. Within this one-year period of time, an employer, employee, or medical review officer may request in writing that the laboratory retain the specimen for an additional period of time. If no such request is received, the laboratory may discard the specimen after one year of storage. However, when notified in writing, the laboratory shall be required to maintain any specimens under administrative or legal challenge for an indefinite period.

**I. CHALLENGES TO TEST RESULTS**

1. Within five business days after receipt of a positive confirmed test result from the MRO, the City shall inform the employee in writing via certified letter sent to the employee's last known address, of the positive test result and the employee's right to explain or contest the test results. The employee must be allowed at least up to five business days to submit information to the City explaining the test results prior to a final decision by the City.

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

3. An employee may challenge the testing procedures, test results, and/or consequential action taken by the City through the grievance procedure. Grievances, unless otherwise stated, shall be immediately arbitrated. The grievance process will begin as soon as the City notifies the employee in writing of the City's final decision regarding the tested employee. However, if the employee disputes whether reasonable suspicion exists, the employee may also file a grievance as specifically set forth in the employee protection provision (Section J-2).

4. When an employee does undertake to challenge the results of a drug test, it shall be the employee's responsibility to notify the laboratory in writing of such challenge. After such notification, the sample shall be retained by the laboratory indefinitely until the challenge is settled. However, regardless of challenge, all positive confirmed specimens will be retained by the laboratory for at least one year from the date of initial testing. [SEE SECTION H-2 (RELEASE OF RESULTS)]

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

**J. EMPLOYEE PROTECTION & DISCIPLINE**

1. The supervisor recommending reasonable suspicion drug testing shall detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant testing. A copy of this documentation must be given to the employee and Local 1842 prior to testing. The original documentation shall be kept confidential by the City to the extent permitted by law.

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

3. All employees may, upon request, have a Union representative present during the testing procedure, provided that the test will not be postponed for more than 60 minutes while waiting for a Union representative. An attempt will be made to telephone a Union representative advising of said pending tests, but in no instance will the 60-minute waiting rule be waived, during which time the employee may not urinate. This provision shall not apply to a test for alcohol based on reasonable suspicion.

4. The City may place any employees who are tested under the provisions of this Policy on administrative leave with pay, or into a non-safety sensitive position until the results of the official test are known, except in the case of random testing (see section D paragraph 2(c) of this policy). If the test is negative, there shall be no loss of pay or benefits.

5. The City may place any employees whose drug test results are confirmed positive on administrative leave without pay, pending a determination regarding the appropriate action to be taken. Such determination will be made within ten (10) calendar days of the confirmed positive.

6. The City will not request or receive from any testing facility any information concerning the personal health, or medical condition of the tested employee.

7. The drug testing laboratory may not disclose any information concerning the health and mental condition of the tested employee.

8. During the 180-day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted to have a portion of the specimen retested at the employee's expense. Such retesting must be done at another HRS-licensed laboratory, as previously specified in this Policy. The employee will submit a list of three (3) laboratories and the City shall then select one from the list. The second laboratory must test at equal or greater sensitivity level for the drug in question as the first laboratory. The first laboratory which performed the test for the City shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer. If the split sample is shown to be negative, the City shall reimburse the employee for all costs associated with retesting the split sample.

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

10. The City will not discharge, discipline, or discriminate against any employee upon the employee voluntarily seeking treatment while under the employment of the City for an alcohol or drug related problem for the first such instance. Voluntarily seeking treatment shall mean where an employee requests assistance prior to being notified of a test being administered, or prior to a violation of this policy by an employee. This provision shall not be construed to remove the rights of the City to discipline an employee not on the basis of the positive drug/alcohol test.

11. Documents and records with regard to the drug testing of an employee shall not be placed in the personnel file of an employee if the employee is cleared through a challenge; and/or under reasonable suspicion drug testing, if the employee's test results are negative.

**K. EXPEDITED ARBITRATION RULES FOR REASONABLE SUSPICION CASES**

1. When an employee files a grievance alleging that the order of reasonable suspicion was improper, the Union (on behalf of the employee) may submit this drug testing grievance ~~shall be submitted~~ directly to arbitration. Such grievance shall be heard no later than ten business days after the employee files the grievance unless otherwise mutually agreed by the City and the Local 1842.

2. The arbitrator will be required to make a bench ruling at the close of the hearing which must specifically determine whether the City had reasonable suspicion as defined in this Policy to order the drug test. An oral response will be sufficient to settle the grievance at the close of the hearing. Such oral response shall be reduced to writing for the record by the arbitrator and submitted to the parties within five business days from the close of the hearing.

3. The City and the Local 1842 shall jointly select an arbitrator from a list provided by the Federal Mediation and Conciliation Service through alternate striking. The mutual selection through alternate striking shall take place on the same day the panel is received or as soon as possible thereafter as agreed to by the parties.

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

5. If the Union (on behalf of the employee) elects to forgo expedited arbitration pursuant to this section, the City's decision shall be final.

**L. REHABILITATION**

1. Although the City may terminate an employee in the event that the results of his/her first blood/breath alcohol or urinalysis testing is confirmed positive, the City may, in its sole discretion also



offer the employee rehabilitation through an alcohol/substance abuse program. If the City offers rehabilitation, the employee shall receive a three (3) shift unpaid suspension, which shall not be grievable. The City may impose separate discipline, with just cause, if the incident or conduct of the employee warrants it. In the case of rehabilitation, the employee must commence active treatment approved by the City and Local 1842 within 14 calendar days of the City's agreement to permit rehabilitation. Phone contact or other communications with the employee assistance program administrator and/or case manager to initiate treatment does not constitute "entering a program." The employee must be in active treatment with written documentation from the EAP program administrator to the City. The employee must sign a Release permitting the program administrator to communicate confidentially with the Human Resources Administrator or designee, and the program administrator must agree to provide the following information on a weekly basis: (a) Attendance at sessions; (b) Adherence to treatment plans; (c) Completion of the program; (d) In case of outpatient program, provide detailed information as to whether the employee can work light duty. Upon request, the program administrator will provide response to items (a) through (d) above in writing. The aforementioned Release must be executed immediately upon entering the program and copy provided to the City.

The approved program administrator shall determine when the employee has been successfully rehabilitated.

If the employee, according to the program administrator, has not successfully completed the program within 90 calendar days of entering the approved program, the employee may be terminated.

If approved by the program administrator, the City may place a safety-sensitive employee whose drug test result is confirmed positive in a non-safety-sensitive position while the employee participates in the employee assistance program, if such position is available and useful to the City. The employee must accept such non-safety-sensitive position, unless the program administrator specifically orders otherwise, or it interferes with the rehabilitation program. If a non-safety-sensitive position is not available, or if the program administrator requires inpatient treatment for the employee, the employee shall be placed on leave status without pay until successfully rehabilitated. If the program administrator determines that the

employee in an outpatient program cannot perform an available light duty assignment, the employee will be placed in an unpaid leave status.

Refusal to enter such a program shall result in the termination of employment.

2. The City, Local 1842, and the employee will make every effort to ensure that the rehabilitation of the employee will be successful. Once the employee is rehabilitated, as determined by the program administrator, the employee must be allowed to return to work.

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

4. Any employee who for a second time tests positive for alcohol/substance abuse, or who voluntarily admits to continued alcohol/substance abuse, shall be terminated from employment. An employee, who on the basis of random, reasonable suspicion, post-accident, follow-up or mandatory testing who tests positive for alcohol or drugs after successfully completing a treatment program, shall be immediately terminated from employment with the City.

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

#### **M. EMPLOYEE ASSISTANCE PROGRAM**

The City shall have a contact person within the Human Resources Department who will be responsible for providing the names, addresses, and telephone numbers of the Employee Assistance Program available to employees.

#### **N. CONFIDENTIALITY**

1. All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced by the City through this Policy are confidential communications to the extent provided by the law.

2. The City, the assigned laboratory, the Medical Review Officers (MROs), the employee assistance programs, the drug and alcohol rehabilitation programs and their respective agents who receive or have access to this information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by an arbitrator or a court of competent jurisdiction pursuant to an appeal taken due to this drug testing Policy, or unless deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

- a. the name of the person who is authorized to obtain the information
- b. the purpose of the disclosure
- c. the precise information to be disclosed
- d. the duration of the consent
- e. the signature of the person authorizing release of the information.

3. Information on drug test results shall not be released or used in any criminal proceeding against the employee. Information released contrary to this Policy, shall be inadmissible as evidence in any such criminal proceeding.

4. Nothing herein shall be construed to prohibit the City, an agent of the city, or the laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with the actions brought under or related to this Policy or when the information is relevant to its defense in a civil or administrative matter.

## **O. EDUCATION**

1. The City will maintain a current resource file of providers of employee assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities or

organizations designed to assist employees with personal or behavioral problems including, but not limited to, those referenced in the "Florida Comprehensive Directory, Drug Abuse and Mental Services," published by the Department of Health and Rehabilitative Services.

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

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

1. Any specific references in this Policy to Section 112.045, Florida Statutes, and Chapter 59A-24, Florida Administrative Code, is hereby incorporated by reference only to the extent there is not conflict with other provisions in this Policy. The specific provisions of the drug testing Policy shall control over any conflict with references to Section 112.0455, Florida Statutes, and Chapter 59A-24, Florida Administrative Code.

2. This drug testing Policy is, in no way, intended to diminish, waive, or supersede any constitutional or other rights, not specifically mentioned in this Policy, that the employee may be entitled to under federal, state, or local statutes.

3. The employee has a right to challenge the results of any drugs or alcohol tests under the terms of the collective bargaining agreement.

ARTICLE 41

**MISCELLANEOUS LEAVE**

**Section 1 Military Leave**

All employees who are members of an active reserve of the US Armed Forces, Reserves, or Federal National guard will be granted military leave of absence in accordance with all applicable Federal and Florida laws. A copy of the order to duty must be submitted to the Human Resources Department. Upon discharge, or release from active duty under other than dishonorable conditions, employees are entitled to be reinstated to the positions left or ones of equal responsibility and pay.

**Section 2.3 Maternity and Paternity Leave**

- A. A pregnant employee shall report her condition to the Fire Chief through the chain of command and furnish a statement from her personal physician stating the expected delivery date, general health status and length of time the employee member may continue working safely. A copy shall be provided to both the Human Resources Director and the Union.
- B. A pregnant employee is not required to stop working at any particular stage in her pregnancy, unless it is deemed to be medically necessary.
- C. Continued on-line employment during pregnancy will be based on the employee's ability to perform the essential functions of her job, efficiency, personal medical evaluation, and consultation with her personal physician and willingness to continue working.
- D. An employee returning to work from Maternity or Paternity Leave of absence will be reinstated without loss of seniority.
- E. Both parents may request leave associated with the birth or adoption of a child pursuant to the FMLA.

**Section 34 Light Duty Assignment**

Employees injured on or off duty who are unable to perform one or more of the essential functions of their assignment may be temporarily assigned to an out of classification duty for a period of not more than twelve (12) months in addition to any available sick or vacation time. Such assignment shall be granted only in the Fire Chief's sole discretion. The City shall not be required to create or maintain any temporary duty positions. Any extension of six (6) months may be approved by the Fire Chief or designee upon appropriate submission of medical necessity for the extension and a medical opinion as to the member's return to full unrestricted duty. Nothing herein shall be construed to conflict with any other provisions of the Agreement including seniority provisions.

**Section 45 Family Medical Leave Act of 1993 (FMLA)**

The city agrees to comply with the provision of the Family Medical Leave Act of 1993 (FMLA) which requires employers to provide up to 12 weeks of job-protected leaves to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for the City for at least one (1) year and for at least 1,250 hours of service over the previous twelve (12) months. Employees must contact the Human Resources Department to arrange for this type of leave. Employees shall use any and all personal leave time available in their banks while on FMLA in whatever order is desired by the employee.

**Section 56 Military Deployment**

The City shall continue to provide to the employees covered under this agreement, the same Military Leave Supplemental Pay & Benefits provided to all other employees.

**Section 67 Donation of Time**

The City agrees to allow employees to donate sick, vacation and compensatory time to other employees at the sole discretion of the Fire Chief or designee.

ARTICLE 42

**WORKERS' COMPENSATION**

The City agrees for Employees who sustain workers' compensation qualified injuries that the City will pay to such Employees amounts necessary to bring such Employees to current full salary for ninety (90) calendar days, and thereafter shall pay salary/benefits to such Employees in accordance with the requirements of the Florida Statutes.

The ninety (90) calendar day status shall only commence, as needed, and at such time, as when an employee initiates a need for this supplemental payment due to continuing absence from duty as caused by such injury.

Once the ninety (90) day period commences it shall be available only from that day forward for ninety (90) consecutive calendar days.

ARTICLE 43-A-FR

**CERTIFICATION INCENTIVE PAY**

Certification incentive pay defined in this article will not be considered base salary for the calculation of pension wage.

**Section 1**

Effective date of ratification, employees who are certified by the State of Florida as Municipal Fire Safety Inspectors shall receive certification incentive pay in the amount of \$100 per month. The employee must maintain state certification as a Municipal Fire Safety Inspector.

**Section 2**

Effective date of ratification, employees who are certified as a Hazardous Materials Technician in accordance with N.F.P.A. Standard No. 471, and No. 472, OSHA 29 CFR-120 and 40 CFR-311 and who maintains certification in accordance with this section, shall receive certification incentive pay in the amount of \$100 per month. The employee must maintain certification as a Hazardous Materials Technician in accordance with this section). Certified Hazardous Materials Technicians must be recertified in accordance with Fire-Rescue Department policy.

**Section 3**

Effective date of ratification, employees who are certified by Delray Beach Fire-Rescue Department S.C.B.A. manufacturer(s) in the repair, overhaul, and maintenance of S.C.B.A. equipment and participate in these activities at the designated S.C.B.A. station shall receive certification incentive pay in the amount of \$100 per month. The employee must maintain certification in accordance with this section. Certified S.C.B.A. technicians must be recertified in accordance with Fire-Rescue Department policy at least every two years. There will be a maximum of twelve (12) employees eligible for this certification incentive pay. The SCBA Coordinator will receive an additional \$100 per month above the SCBA technician certification incentive, which shall not count against the cap in Section 7 below.



#### **Section 4**

Effective date of ratification, employees who are certified to the standard of Dive Rescue 1, as defined by Dive Rescue International, Inc., and as adopted by the Delray Beach Fire-Rescue Department, shall be eligible to receive certification incentive pay in the amount of \$100 per month. The employee must maintain certification in accordance with this section.

1. There will be a maximum of forty-five (45) employees eligible for certification incentive pay.
2. In order to remain eligible for Dive Rescue certification incentive pay, employees must meet the training requirements established by the department and shall be evaluated as satisfactory for knowledge and skill proficiency by Delray Beach Fire-Rescue.
3. Employees will be required to recertify every three (3) years.

#### **Section 5**

Effective date of ratification, employees who are certified by the Fire-Rescue Department as compliant with the Technician Level for Rope Rescue, ~~and~~ Confined Space Rescue, and Vehicle Machinery Rescue (VMR) shall be eligible to receive “Specialty Rescue” certification incentive pay, subject to the following terms and conditions:

1. There will be a maximum of ~~45~~<sup>39</sup> employees, eligible for Specialty Rescue certification incentive pay. The Fire Chief may increase the number of personnel eligible to receive Specialty Rescue certification pay if warranted due to operational requirement and safety considerations.
2. The Fire-Rescue Department shall consider seniority, skill proficiency, training participation, safety compliance, and shift staffing, when selecting those employees eligible to receive Specialty Rescue certification incentive pay.

3. In order to remain eligible for Specialty Rescue certification incentive pay, employees must meet the training requirements established by the department and shall be evaluated as satisfactory for knowledge and skill proficiency by Delray Beach Fire-Rescue.
4. The eligible employees selected by the Department assigned to Station 115 pursuant to this section shall receive Specialty Rescue certification pay in the amount of \$200 per month. The employee must maintain skill proficiency in accordance with this section.
5. The eligible employees selected by the Department that are not assigned to Station 115 pursuant to this section shall receive Specialty Rescue certification pay in the amount of \$50 per month. The employee must maintain skill proficiency in accordance with this section.
6. The eligible employees assigned to the Training Division pursuant to this section shall receive Specialty Rescue certification pay in the amount of \$100 per month. The employee must maintain skill proficiency in accordance with this section.
7. An eligible employee selected to receive Specialty Rescue certification pay shall receive this incentive compensation even if it exceeds the maximum certification compensation otherwise established for an employee.
- ~~8. Employees that currently receive Specialty Rescue certification pay will be grandfathered to continue receiving the certification pay until October 1, 2019. At that time, the employee will be required to possess the Technician Level certifications for Rope Rescue, Confined Space Rescue, and VMR.~~

## **Section 6**

Effective date of ratification, employees who are certified by the State of Florida as a Fire Investigator II shall receive certification incentive pay in the amount of \$100 per month. The employee must maintain state certification as a Fire Investigator II. A certified Fire Investigator II must be

recertified in accordance with Fire-Rescue Department policy. Employees collecting Fire Investigator certification pay will conduct investigations as directed by the on-duty Battalion Chief.

**Section 7**

~~Effective date of ratification, e~~Employees shall be limited to a maximum of \$3,600 per year in total certification incentive pay of three certifications per year.

ARTICLE 43-B-OR

**CERTIFICATION INCENTIVE PAY**

**Section 1**

Employees who are certified as a PRWC Operator Instructor ~~n Emergency Medical Technician~~ shall receive certification incentive pay in the amount of \$1.00 per hour.

**Section 2**

Effective date of ratification, Ocean Rescue personnel shall receive \$.50 per hour for CPR Instructor Certification.

**Section 3**

Fulltime employees who are Marine Rescue Consultants or PRWC Certified shall receive certification incentive pay in the amount of ~~\$1.00~~ \$.50 per hour.

ARTICLE 44

**COMPENSATORY TIME AND TUITION REIMBURSEMENT PROGRAM**

Employees may engage in education and/or training by participation in one of the following categories:

- A. Participation in the City's Employee Development and Training program currently in effect for City employees (Administrative Policies and Procedures Manual, GA-39), with the exception of Section C. Supervisors Training Program.
- B. Employees may participate in other forms of education/training specifically authorized and approved by the Fire-Rescue Department. When such training is approved by the department, off-duty personnel ~~shall may~~ receive compensatory time not to exceed ~~96 (Effective October 1, 2022 the 96 hours becomes 120)~~ hours. Such compensatory time may be used upon the approval of the employee's Battalion or Division Chief for Fire Department personnel and Department Head or designee for Ocean Rescue personnel, ~~provided that no scheduled overtime may result.~~
- C. The awarding of Compensatory Time will be in compliance, with the current version of Administrative Policy, "Compensatory Time".

## ARTICLE 45

### **LABOR-MANAGEMENT COMMITTEE**

#### **Section 1**

There shall be a Labor-Management Committee composed of:

1. Three (3) members representing the bargaining unit as designated by the Union, and
2. Three (3) members representing management, as designated by the Fire Chief.

#### **Section 2**

The Committee shall meet to discuss general employment and employer-employee relations matters.

#### **Section 3**

Either party, upon five (5) days advance notice, may request in writing that a meeting be scheduled. The request and an agenda specifying the questions or issues to be discussed shall be forwarded to the representatives of the other party and the Fire Chief or designee. The time, date, location, and maximum length of the meeting shall be determined by mutual agreement of the parties. All members of the committee shall be notified by the Fire Chief or designee of the time, date, location, and the length of the meeting.

#### **Section 4**

The City will endeavor to schedule committee meetings so as not to unduly interfere with the regularly scheduled shift of any bargaining unit member designated to attend. Each party shall maintain and submit to the other party a current list of committee members. The Fire Chief or designee shall be notified of changes in this list prior to any meeting of the committee.

#### **Section 5**

There shall be separate labor management committees for Fire and Ocean Rescue with both committees operating in accordance with this Article.

ARTICLE 46

**DISABILITY INSURANCE**

The bargaining unit employee shall be eligible to receive long term disability benefits pursuant to the City's current plan and policies; currently provided to all other City employees.

ARTICLE 47

**SICK AND VACATION PAY-OUT ACCRUALS**

The City shall make changes to the sick and vacation pay accruals policy by providing the following two (2) options:

- A. Provide a lump sum pay-out at termination (retirement) of accrued balance not to exceed ~~1408~~ ~~(Effective October 1, 2022 accrued balance not to exceed 1480)~~ hours (1120 sick leave, 360 vacation) as currently exists for non-shift personnel; and 1776 hours (1334 sick leave, 432 vacation leave) for shift personnel.
- B. Enable employees who properly notify the City with the intent to retire, at least three years prior to Retirement date, the ability to have above noted accruals paid in payments of not more than one-third per year of total amount authorized at date of designation of retirement. The employee will have two options of payment:
  1. The one-third payments, not to exceed one-third of accrued balance ~~or 1408~~ or 1480 hours ~~if on or after October 1, 2022~~ (1120 sick leave, ~~288 or 360~~ vacation ~~if on or after October 1, 2022~~), whichever is greater, be made in cash each year for non-shift personnel; and 1776 hours (1344 sick leave, 432 vacation leave) for shift personnel.
    - a. The first payment will be made 2 years from the date of termination.
    - b. The second payment will be made 1 year from the date of termination.
    - c. The third payment will be made at termination.
  2. The one-third payment may be deposited tax free into the employee deferred compensation (457) account if the annual limit on the employee's 457 contributions has not been reached.



ARTICLE 48-A-FR

**RETIREE INSURANCE**

**Section 1**

Local 1842 shall establish the Delray Beach Fire Fighter's Retiree Insurance Fund ("Retiree Insurance Fund") to provide full or partial payments for health insurance premiums and other benefits on behalf of former bargaining unit employees of the City who separate from employment on or after October 1, 2001. All eligibility requirements and benefits provided will be determined solely by the Board of Trustees of the Retiree Insurance Fund.

**Section 2**

On or before December 31, 2001, and on or before every December 31 thereafter, the City shall make a contribution to the Retiree Insurance Fund in an amount equal to 3.3% 1 of the annual base pay of all fire fighters who are employed during the bi-weekly payroll period which includes the prior October 1. For the initial payment to be made on or before December 31, 2001, the annual base pay shall include pay adjustments to be made on November 3, 2001.

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*11 The parties agreed that the amount of the contribution would be 3.3% of annual base pay following the Union's agreement to accept pay increases that are lower than it had initially negotiated for the term of this agreement. Initially, the City had proposed to increase employees pay by 4.2 % during the first year of this agreement. The Union asked the City to agree to establish this Retiree Insurance Fund and agree to make contributions to the Retiree Insurance Fund. The Union agreed to change the expected pay increases to 2.2% and then have the City contribute the remaining 2% to the Retiree Insurance Fund instead of using it for pay raises. The City agreed to contribute the 2% along with associated payroll taxes and other costs (such as FICA, Medicare, pension costs) that the City's cost associated with the 2% pay increase would be 0.3%. Therefore, the parties agreed that the contribution to be made to the Retiree Insurance Fund in lieu of the pay increases would be 2.3% of annual base pay. The City further agreed to contribute an additional 1% of base annual salary to the Retiree Insurance Fund. Thus, the total City amount contributed to fund the Retiree Insurance Fund is 3.3% on annual base pay, as set out in this article.*

The City shall make the annual contribution on behalf of each fire fighter in pay status on October 1. Along with the contributions, the City shall provide a list of bargaining unit members for whom payment has been made and the basis for the amount of payment made.

### Section 3

For fiscal years ~~20230-20241, and 20241-20252, and 20252-20263~~, the City shall contribute to the Retiree Insurance Fund, on or before December 31 of each of those fiscal years, an amount equal to the benefits to be paid by the Retiree Insurance Fund to those former employees of the City eligible to receive a benefit from the Retiree Insurance Fund for the ~~20240 and, 20251, and 20252~~ calendar years. During those specified fiscal years, the requirements for eligibility to receive a benefit from the Retiree Insurance Fund and the amount of benefit to be paid by the Retiree Insurance Fund shall not be modified by the Board of Trustees of the Retiree Insurance Fund. During those specified fiscal years, the Retiree Insurance Fund shall provide to the City, on or before December 1 of each specified fiscal year, a list of former employees eligible to receive a benefit from the Retiree Insurance Fund along with the amount of benefit to be paid to each former employee. The City's contribution shall equal the total of all benefits to be paid to retired firefighters during each of the ~~20240, and 20251, and 20252~~ calendar years. ~~For fiscal year 2020-2021, the Retiree Insurance Fund shall refund to the City the difference between the City's contributions paid in December 2020 and the amount of benefits to be paid by the Retiree Insurance Fund to eligible former employees during the 2021 calendar year.~~

Article 49-A-FR

**Shift Swaps**

**Section 1**

Employees shall have the ability to swap shifts so long as the shift swap is position for position or those who appear on the authorized promotion list or have completed the department approved task book for the rank they wish to swap as per Article 14. The swap must not interfere with the operation of the Fire Department. Shift swaps / Kelly Swaps are voluntary undertakings between two employees and must be approved by the department. Responsibility for the repayment of the swaps lies solely with the employees involved. No obligation shall be placed on the department for the repayment of the time voluntarily swapped between employees.

**Section 2**

The employees accepting the swap shall be responsible for entering the swaps into the department's electronic scheduling software at least 72 hours in advanced of the swap. If a swap is within the 72-hour window, the employee will contact the Battalion Chief for approval and ~~the Battalion Chief will, if approved, enter the swap entry~~ into the electronic scheduling software. The Battalion Chief has the discretion and responsibility for approval of all swaps\_position for position or those qualified to fill a position per Section 1 above.

When an employee has agreed to work for another employee, the employee agreeing to work in place of another shall be responsible for working the scheduled tour of duty. If an employee is unable to fulfill a swap agreement, he or she shall notify the affected shift's Battalion Chief and provide a replacement. If no replacement is secured, the employee agreeing to the swap will be charged time at the rate incurred for staffing the position, i.e., straight time or overtime (time and one- half). From their accrued leave (time will be charged from sick leave first, then vacation, and then compensatory time). In order to ensure the provision may be

implemented, an employee must have accrued at least 36 hours of leave (e.g., sick, vacation, or compensatory time) in order to agree to work for another employee.

No three way swaps are permitted unless approved by the Battalion Chief.

No exchange of time can result in an employee working in excess of two (2) consecutive shifts (48 hours). Exchange of Time for cash or bartered services/ products is strictly prohibited.

### **Section 3**

Employee shall be granted 480 hours of shift swaps in a calendar year. The Battalion Chief or higher is provided the authority to grant or deny all initial and additional Exchange of Time requests. No request will be unreasonably denied. Exchange of Time requests may be disapproved up to ~~7260~~ hours prior to the start time of the requested exchange. It is the responsibility of those involved in the exchange to verify that the exchange has been approved.

## Article 50

### **Return to Duty Performance Evaluation**

#### **Section 1**

Personnel that had been unable to perform their regularly assigned duties for a period of three continuous months or longer due to a condition that affected job performance will be required to provide a note from their attending physician documenting the employee's ability to return to duty. The note shall contain all pertinent and relevant medical data for evaluation by the physician at the City of Delray Health and Wellness Center. In addition, the employee will be scheduled for a return to duty performance evaluation with the City of Delray Beach Health and Wellness Center. Every effort will be afforded to preserve patient confidentiality while the employee is performing the return to duty evaluation.

#### **Section 2**

A decision will be made in a timely manner regarding the Return to Duty after evaluating the patient, review of the doctor's note, examination of relevant medical data, and review of the return to duty performance evaluation (See Chapters 2-5 NFPA 1582, 2013 Edition).

#### **Section 3**

The firefighter shall be required to perform the Return to Duty Performance Evaluation in department issue full bunker gear, including helmet, gloves, and SCBA. The firefighter shall not be required to be on air or don SCBA facemask while performing the evaluation.

#### **Section 4**

Vitals must be taken pre-test and post-test and must be within guidelines. Vitals shall be within the ranges established: *Blood pressure: at or below 160/90. Heart rate: at or below 110 bpm without clinically significant dysrhythmias. Respirations: 12 to 24 per minute. Core temperature: No more than 1.6 degrees above or below the pre-monitored reading at or near 98.6 degrees Fahrenheit.*

## **Section 5**

Employees whose vitals fall outside of the listed parameters prior to performing the return to duty evaluation shall not be permitted to test and must report to the City's Worker Compensation provider for a medical evaluation. Employees whose vitals fall outside the listed parameters five minutes after return to duty evaluation testing shall be referred to the City's Worker Compensation provider for a medical evaluation and shall be required to repeat the return for duty performance evaluation after rehabilitation has been prescribed and completed.

## **Section 6**

The following five elements shall constitute the Return to Duty Performance Evaluation:

1. The firefighter shall be responsible for providing a medical release form (see attached) prior to completing a return to duty performance evaluation. The completed Medical Release Form may be faxed to the Administration Office at (561) 243-7461. Firefighters will provide notice to the City of Delray Beach Health and Wellness Center and provide ample time for the Return to Duty Performance Evaluation process to be completed. After successful completion of the return to duty performance evaluation, the employee will return to full duty without restrictions.
2. The firefighter shall climb a stair stepper machine for two (2) minutes at a pace set at one (1) step per second (120 steps).
3. The firefighter must grasp a hoseline nozzle attached to a 100' length of uncharged 1¾ inch hose. Place the hoseline over the firefighters shoulder or across the chest technique. Drag the hoseline a distance of fifty feet (50') to a marked finish line. Next, the firefighter shall drop to one knee and pull the hoseline until the 25' mark of the hoseline crosses the finish line (a hand over hand technique shall be utilized to accomplish this task).
4. The firefighter shall remove, one at a time, a K-12 and a chainsaw from a four foot (4') high shelf. The firefighter shall place each saw on the ground. Next, the firefighter shall pick up both saws, one in each hand and carry them fifty feet (50') and return the saws to the starting point

(firefighters are permitted to place the saws on the ground to adjust grip). Next, the firefighter upon returning to the shelf, place the saws on the ground, pick up each saw one at a time, and replace the saw in the designated space on the shelf.

5. The firefighter will then connect two 5” couplings using spanner wrenches.

ARTICLE 51

**DURATION**

This Agreement shall be effective from October 1, ~~2023~~ ~~2020~~ through September 30, ~~2026~~ ~~2023~~. Negotiations for a successor Agreement shall commence upon written notice by either party issued between April 1, and May 1, 2023. Enumeration of the items to be negotiated for a successor agreement shall be submitted no later than the second bargaining session and only those items shall be negotiated, except by mutual agreement.

a) Without a successor agreement in place, (after the expiration of this agreement and before the effective date of a successor agreement) wage increases, shall be frozen effective October 1, ~~2026~~ ~~2023~~ until such time as an agreement has been reached.



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**EXECUTION OF AGREEMENT**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

\_\_\_\_\_

Katerri Johnson, City Clerk

~~Jennifer Alvarez~~ Terrence R. Moore, City Manager

\_\_\_\_\_

Duane D'Andrea  
Director, Human Resources

L. Keith Tomey III, Fire Chief

Approved as to form:

\_\_\_\_\_

Lynn Gelin City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 202~~0~~<sup>30</sup>.

**ATTEST:**

\_\_\_\_\_

Craig Mahoney  
Union President

Jon Woertz  
Vice President

