

AGREEMENT
BETWEEN
THE CITY OF RIVIERA BEACH, FLORIDA



AND

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

January 20, 2021 through September 30, 2023

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PREAMBLE

This contract, entered into by the City of Riviera Beach, Florida, hereinafter referred to as the "CITY," and Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., hereinafter referred to as the "Union," has as its purpose:

- A. The promotion of harmonious relationships between the City and the Union;
- B. The establishment of equitable and peaceful procedure for the resolution of differences; and
- C. The establishment of rates of pay, hours of work, and other conditions of employment.

Therefore, the parties mutually and in good faith agree to the following:

ARTICLE 1: RECOGNITION

- A. The Union recognizes the City Council as the elected representatives of the citizens of the City of Riviera Beach and the legally constituted authority responsible for determining the purpose, mission and operation of the City.

The City recognizes the Union as the exclusive representative and sole bargaining agent for all regular, full time paid employees of the Riviera Beach Fire Department, as provided for in Certification 96.

- B. The City and the Union subscribe to the principle that differences shall be resolved by special and appropriate means without interruptions of the services provided. The Union agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by union members covered by this contract. Failure to abide by the terms set forth above may cause the City Council to terminate this agreement.

ARTICLE 2: HOURS OF WORK

Section 1 – Shift Personnel

A. 207K Exemption

It is agreed to and acknowledged that the City has declared shift employees covered under this bargaining agreement to be 207(k) exempt employees for the purposes of application of the Fair Labor Standards Act. For the purposes of calculating pay under Section 207(k) of the Fair Labor Standards Act, the basic work period shall be as defined herein.

B. 48 Hour Work Week

The basic work period is defined as a twenty-eight (28) calendar day recurring period of time.

The scheduled average hours worked per week shall be 48 hours. Sick leave accrual will be calculated based upon the 48-hour workweek.

A Shift employee's tour of duty shall consist of working for twenty-four (24) consecutive hours, followed by forty-eight (48) consecutive non-work hours. This recurring tour of duty shall also include one (1) regularly scheduled twenty-four (24) hour period of non-work hours, otherwise known as a Kelly Day, every seventh (7th) scheduled shift day.

Kelly Day assignments shall be determined on an annual basis prior to vacation selections. Kelly Day assignments will be determined by the Fire Chief and will be based upon a selection system that takes into account seniority, rank, and State paramedic certification. If an employee requests a transfer or accepts a promotion, the employee's Kelly Day assignment shall be based upon the remaining available Kelly Days on the shift to which the employee is assigned.

C. Limited 52 Hour Work Week Schedules

Shift employees may work an optional fifty-two (52) hour work week as follows: twenty-four (24) hours on duty, forty-eight (48) hours off duty, with a Kelly Day granted once every fourteen (14) scheduled tours. Employees working this schedule shall be paid at the same hourly rate as they would on a forty-eight (48) work week. Paid leave time accumulations shall be based on a forty-eight (48) hour work week. Only those volunteering for a fifty-two (52) hour work week shall be assigned to it. Volunteers will be accepted through seniority bidding annually. The City shall set the maximum number of positions in each rank available for the 52-hour work week schedule prior to issuing bid requests. Wages shall be those specified in the appropriate salary schedule contained within this Agreement. Kelly Day assignments would be determined as outlined in subsection "B".

ARTICLE 2: HOURS OF WORK CONTINUED

Kelly Day assignments shall be determined on an annual basis prior to vacation selections. Kelly Day assignments will be determined by the Fire Chief and will be based upon a selection system that takes into account seniority, rank, and State paramedic certification. If an employee requests a transfer or accepts a promotion, the employee's Kelly Day assignment shall be based upon the remaining available Kelly Days on the shift to which the employee is assigned.

D. Overtime

For shift personnel, the City agrees to pay overtime at the rate of time and one half the hourly rate based upon the defined twenty-eight (28) day work period. The City shall pay overtime for hours actually worked (or where paid leave other than sick leave or PTO Days granted by the City) in excess of one hundred ninety two (192) total hours in any given twenty-eight (28) day work period. Employees who actually work less (including paid leave other than sick time or PTO Days granted by the City) than one hundred ninety two (192) hours in the twenty-eight (28) day work period, and work during hours other than their defined tour of duty, shall receive compensation at straight time for hours worked up to and including one hundred ninety two (192) hours in the twenty-eight (28) day work period. Overtime compensation will be computed at the end of each twenty-eight (28) day work period with compensation for same being on the following paycheck.

In the event that overtime is required of shift employees, it will be assigned among persons on the following basis:

- 1) Overtime assignments shall be made on a rank-for-rank basis and then by assigning the employee with the lowest number of overtime hours during the calendar year.
- 2) If overtime is anticipated on a future shift, an employee from the shift needing overtime who would otherwise be scheduled for a Kelly Day, should be offered the overtime by hours.
- 3) If overtime has not been secured in advance, the overtime will be offered to the off going shift by hours. Employees offered overtime must be assignable to the station where the vacant position is scheduled. On duty employees should not be moved to other stations to accommodate overtime employees. For the purpose of overtime selection, assignable means the employee is utilized to fill the position on the employee's shift.
- 4) If no employee, who is assignable in the station with a need elects to take the overtime, then the overtime will be offered to the off going shift by hours regardless of the ability to be assigned in the station with a need.
- 5) In the event that mandatory overtime is needed, a qualified employee will be held from the off-going shift by reverse rotation in seniority.

ARTICLE 2: HOURS OF WORK CONTINUED

- 6) In the event the foregoing method is not supported by the City's timekeeping system yet to be fully implemented, the parties agree that the Fire Chief and the designated union representative shall have full authority to modify the method of overtime assignment by mutual written agreement.

Other than times of disaster, no employee shall work more than forty-eight (48) consecutive hours. Prior to working any additional hours beyond forty-eight (48) consecutive hours, an employee must have a minimum of twelve hours off duty. This provision includes exchange of time.

Section 2 – Non-shift Employees

The regular workweek shall be forty (40) hours per week. The City shall pay overtime for hours actually worked (or where paid leave other than sick leave is granted by the City) in excess of forty (40) total hours in any given work week. Non-shift employees who actually worked less (including paid leave other than sick time, granted by the City) than forty (40) hours in a work week, and are called in to work hours other than their normal shift, shall receive compensation at straight time for hours worked up to and including forty (40) hours in the given work week.

ARTICLE 3: HOLIDAYS

- A. The following holidays shall be observed:
1. New Year's Day – January 1
 2. Martin Luther King's Birthday 3rd Monday in January
 3. President's Day — 3rd Monday in February
 4. Memorial Day Last Monday in May
 5. Juneteenth – June 19
 6. Independence Day – July 4
 7. Labor Day – First Monday in September
 8. Veteran's Day – November 11
 9. Thanksgiving Day – Fourth Thursday in November
 10. Friday following Thanksgiving
 11. Christmas Day – December 25
 12. Good Friday

The Union will observe these holidays on their traditional dates, except for those employees on a forty (40) hour workweek, who will observe them in accordance with the remainder of the City employees.

- B. Employees scheduled to work on a holiday shall receive pay at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked on the holiday. Hours worked include those hours where an exchange of time occurs, with the normally scheduled employee receiving the holiday pay.
- C. Employees working overtime on a holiday shall receive pay at the rate of two (2) times their regular rate of pay for all overtime hours worked on the holiday. (Overtime Rate + Half Time Additional)
- D. The Union will also enjoy any additional holidays as declared by the City. The Union will observe these holidays on their traditional date, except for those employees on a forty- (40) hour workweek, who will observe them in accordance with the rest of the City employees. City closures related to declarations of disaster shall not be considered as Holidays under the terms of this Agreement.

E. UNION TIME POOL

Section 1: There shall be created a pool of time to be known as the Union Time Pool. On the first Monday in January of each year, six (6) hours of time shall be credited to the Union Time Pool from each union member's accumulated vacation time. If a union member does not have a sufficient number of hours of accumulated vacation time, the six (6) hours for the Union Time Pool shall then be taken from the union member's vacation bank as soon as it becomes available. The union member will be notified by the Finance Department. A union member can

ARTICLE 3: HOLIDAYS CONTINUED

contribute additional hours at their discretion. Upon request by the Union, the City shall provide a statement reflecting the balance of the Union's time pool bank. Leave shall be granted in order to attend union conferences, training sessions, or other union business excluding political participation. The Union reserves the right to distribute the hours in the time pool bank and agrees to provide a replacement employee for all hours not worked by any employee as a result of such distribution. The Union's use of hours in the time pool bank, including the Union's distribution of such hours, shall be the sole responsibility of the Union, and shall not be subject to the grievance procedure, and shall, at all times, be in compliance with the law. The parties agree that the Union may, upon mutual written agreement between the Chief or designee and the Union, deduct additional hours from the accumulated vacation banks of its members in order to increase the hours in the time pool bank.

Section 2: The Union Time Pool Bank may be used for Union business upon approval by the Union President or designee. By January 15th of each year, the Union President will provide the Fire Chief with the names of authorized personnel eligible to utilize the Union Time Pool Bank. In order for an employee to use the Union Time Pool, a replacement of comparable rank or step-up qualifications must be provided. Requests for such time off shall be in writing in advance of the time off providing that when it is impossible (through no fault of the Union) to submit written notice, the request may be submitted orally and later confirmed in writing. The City agrees to administer the time pool and individuals on Union business are to be paid, as usual, by the City.

Section 3: The Union agrees to pay for the replacement of employees at straight time or one and one-half (1 ½) times the base rate if overtime is required.

ARTICLE 4: SICK LEAVE

- A. The City has a right to expect regular and dependable attendance from its employees. Sick Leave is intended to be used in connection with bona fide illnesses or injuries affecting an employee or a member of an employee's immediate family, as referred to in the City's Family Medical Leave Policy.
- B. Forty (40) hour employees with six (6) months service shall earn eight (8) hours of sick leave for each month of continuous service, commencing the first of the month following the six (6) month period, with no limit on maximum accumulation. Sick leave shall be deducted hour for hour, i.e., one (1) hour of sick leave shall be deducted for each hour used.

Effective October 1, 2014, the balance of each shift employee's sick leave bank was frozen as of September 30, 2014 and no further accruals were deposited into the frozen bank.

Effective October 1, 2014, the City established a new sick leave bank. Effective the first full pay period after ratification by both parties and no later than April 1, 2021, the City shall convert all existing hours remaining in an employee's frozen bank for usage as follows: $(\text{hours in frozen bank} \div 9.6) \times 24 = \text{frozen hours available for use}$. The City shall maintain a record of the frozen bank hours prior to conversion for pension purposes as set forth in Appendix C. The frozen bank hours listed in Appendix E shall not be further converted for pension purposes.

However, at the end of employment, such frozen hours shall be re-converted back to 9.6 for payout purposes, recognizing that frozen sick leave hours are used first. This second conversion will only occur if the employee has not used enough sick leave to have depleted the frozen sick leave hours.

Effective September 30, 2017, regular, full time shift employees with six (6) months service shall earn 10 hours of sick leave for each month of continuous service, commencing the first of the month following the six (6) month period, with no limit on maximum accumulation. All sick leave accrued on or after October 1, 2014 shall be considered hours subject to the new sick leave bank for which hours used shall be deducted hour for hour, i.e., one (1) hour of sick leave shall be deducted for each hour used.

Prior to the conversion and for payout purposes, shift employees shall exhaust all sick leave hours in the frozen sick leave bank prior to using hours in the new sick leave bank. Once the frozen sick leave is exhausted, sick hours shall be deducted from the new sick leave bank as described above.

ARTICLE 4: SICK LEAVE CONTINUED

- C. Regular full time employees with six (6) months service, who incur a non-duty sickness or disability, shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sicknesses, injuries or disabilities which are determined to be covered by Worker's Compensation, shall not be charged to the accumulative sick leave of the employee. However, nothing herein shall prevent the employee from requesting the City apply portions of the accumulated sick leave to the absence to supplement the workers' compensation benefits so long as the total value of the benefits and sick leave do not exceed the regular wages for the work period had the employee been actively working.

- D. If death in the line of duty occurs or the employee dies from an accident in the line of duty, or the employee is permanently disabled from an injury in the line of duty, then the employee will be compensated at 100% of their regular rate of pay for any unused accrued sick leave. In the event of death, the above benefits shall be made payable to the estate of such employee by the City of Riviera Beach. The question of permanent disability may be determined by members of the pension board, or any applicable FRS process, then in existence.

- E. Regular full time employees who have completed twelve (12) months service shall be paid fifty percent (50%) of any unused sick leave, up to one thousand fifty-six hours (1056) for regular full time 40 hour employees and up to one thousand two hundred sixty-seven hours (1267) for shift employees, upon termination of employment, for other than discharge or retirement. Regular full time employees, upon retirement, shall be paid one hundred percent (100%) of any unused sick leave, up to one thousand fifty-six hours (1056) for regular full time 40 hour employees and up to one thousand two hundred sixty-seven hours (1267) for shift employees.

- F. Such sick leave payment shall be at the employee's current hourly rate of pay, at the time of resignation or retirement. If a regular, full time employee is discharged, the employee will not receive any compensation for any unused accrued sick leave.

- G. Absence for two (2) continuous tours of duty shall require a Doctor's Certificate upon returning to work. If any employee is absent for sick leave purposes more than four (4) tours of duty during the twelve (12) calendar months immediately preceding the absence without a Doctor's certificate, a Doctor's certificate shall be required for any further absences until less than four (4) sick leave absences have occurred in the twelve (12) calendar months immediately preceding the absence, or sick leave will be denied. An employee who leaves work during a tour of duty due to sickness shall have that absence counted toward the requirements of this Section.

ARTICLE 4: SICK LEAVE CONTINUED

- H. Whenever, in the judgment of the department head, sick leave is being abused or where an employee regularly uses sick leave as it is earned, the employee requesting such sick leave shall be required to furnish a Doctor's certificate for such absence, prior to sick leave being granted. The definition of abuse shall include but not be limited to, when an employee establishes a pattern of taking certain days off each month, when an employee consistently uses sick leave as it is earned, when an employee consistently uses sick leave prior to or after a previously approved vacation leave, or when an employee consistently uses sick leave before or after a weekend or other regular days off.
- I. Abuse of sick leave, or a false claim for sick leave, shall be considered cause for progressive disciplinary action.
- J. An employee who is absent from work shall notify the Fire Chief or commanding officer on duty at the Central Fire station between the hours of 7:00 p.m. and 7:00 a.m. immediately prior to the employee's scheduled tour of duty.
- K. Employees absent from work by reason of use of sick leave are required to remain at their residence. If such employee needs to leave the residence for medical reasons, the employee shall report to the supervisor: (1) the estimated time of departure, (2) the destination, (3) the reason for the departure, and (4) the estimated duration of the departure. If the absence is for other than medical reasons, approval of the highest ranking supervisor on the operational shift must be obtained.
- L. Failure on the part of the employee to timely notify the department of any absence for which sick leave is claimed, and/or the failure to provide medical documentation in a form and manner acceptable to the department, upon return to work, shall result in a denial of sick leave.
- M. Employees shall be allowed to use their accrued leave time for illness of family members as defined in the Family Medical Leave Act, Section 825.113 (FMLA) and pursuant to the City's Family Medical Leave Policy HR-97-02, as amended from time to time, provided the family member has a serious health condition as defined in the FMLA Section 825.114.
- N. Annual Accrued Leave Payout:
During calendar year 2020, any non-probationary forty (40) hour employee or non-probationary shift employee may elect to be paid up to a total of eighty (80) hours or ninety-six (96) hours respectively from either sick leave or vacation leave, or a combination thereof, at the end of the fiscal year.

ARTICLE 4: SICK LEAVE CONTINUED

During calendar year 2021, any non-probationary forty (40) hour employee or non-probationary shift employee may elect to be paid up to a total of forty (40) hours or forty-eight (48) hours respectively from either sick leave or vacation leave, or a combination thereof, at the end of the fiscal year.

During calendar year 2022, any non-probationary forty (40) hour employee or non-probationary shift employee may elect to be paid up to a total of twenty (20) hours or twenty-four (24) hours respectively from either sick leave or vacation leave, or a combination thereof, at the end of the fiscal year.

For the above elections, the election must be made in October. Payment will be made at the employee's current rate of pay as of the date paid and will not be affected by any subsequent adopted retroactive pay increase. Such payment will be paid by December 31st of the election year. The employee must be employed at the time payment is made to be eligible for such payout. The remaining days shall be carried over to the extent any applicable maximum accrual is not exceeded.

This provision is duplicative of, and not in addition to, Article 21, Section C.

ARTICLE 5: LOSS OF TIME INSURANCE COVERAGE

- A. The City agrees to carry full worker's compensation coverage for all employees, as required by Florida Statutes.
- B. The City agrees that employees on worker's compensation receive sixty-six and two-thirds percent (66 2/3%) of the employee's regular based salary (less worker's compensation, social security, settlement of third party claims or other benefits) provided the employee is a regular full time employee and has satisfactorily completed the probationary period. Payments under this section shall commence only after the employee has been away from work and disabled for a period of ninety (90) days.

Once an employee's worker's compensation benefits have been exhausted, terminated, or settled, the employee's right to benefits under this section shall cease.

- C. Effective on the first full pay period after ratification of this Agreement, all bargaining unit members injured on or after such ratification date where such injury is covered under the workers' compensation provision in Section B, the City shall make payment of eight (8) hours per workweek to the employee beginning in the first full workweek after the seventh day after the injury. The eight (8) hours per workweek shall be paid for a period of time not to exceed twelve (12) workweeks. The payment of eight (8) hours shall cease in the first full workweek after the employee returns to full or light duty. At any time during the term of this Agreement, the City may secure insurance, selected in its sole discretion and at its sole expense, to cover the eight (8) hours of pay or another amount not to exceed the difference between the workers' compensation payments and 100% of the injured employee's net weekly wages. Such insurance payment(s) shall be in lieu of the eight (8) hours of pay. The bargaining unit members agree that such a change from direct payment by the City to an insured payment does not impact their wages, terms or conditions of employment.

ARTICLE 6: NO STRIKE PROVISION

- A.** The Union agrees not to engage in a strike, work stoppage, slowdown or other forms of interference with the operation and mission of the City Administration.
- B.** Any employee who participates in, or promotes a strike, work stoppage, slowdown or other form of interference with the operation and mission of the City Administration shall be subject to discipline up to and including discharge.
- C.** In the event of a strike, or work stoppage or interference as defined presently in the Public Employees Relations Act, Section 447.203 (6) with the operation and accomplishment of the mission of the City Administration, the President of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union Representative shall notify the City within twenty-four (24) hours after commencement of such strike, what measures it has taken to comply with the provision or provisions of this Article.
- D.** Failure to abide by the terms set forth in this Article may cause the City Council to terminate this agreement.

ARTICLE 7: MATTERS APPROPRIATE FOR CONSULTATION

- A.** The President of the Union or the Union President's designee shall have the right to present views of the Union to the employer on issues which affect the welfare of its members. Both parties agree that the language of this Article is not intended to expand the scope of the negotiations, nor does it constitute the right of the Union to renegotiate articles of the contract in effect at the time. The purpose of such consultation is to reach mutual understandings, receive clarification and/or information affecting employees in the bargaining unit.
- B.** It is also agreed that the City Manager retains the final right of decision on all matters consulted on this Article.
- C.** Consultation meetings between the Union and management shall be arranged by the Director of Human Resources or by the Union upon written request by the Union in advance. Such request shall include an agenda of matters to be taken up at the meeting. Any meeting called pursuant to this paragraph must provide for five (5) days notice absent an emergency.
- D.** Consultation meetings may be called by management with confidentiality, or other legal restrictions to advise the Union of any anticipated major changes affecting the working conditions of the bargaining unit employees.

ARTICLE 8: MANAGEMENT RIGHTS CLAUSE

- A.** The Union recognizes that the City has and will continue *to* retain, whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects; and the power or authority which the City has not officially abridged, delegated, or modified by the express provision of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to the following:
1. To manage and direct the employees of the City.
 2. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.
 3. To suspend, demote, discharge or take other disciplinary action against employees for cause.
 4. To relieve employees from duty because of lack of work, funds or other legitimate reasons.
 5. To maintain the efficiency of the operations of the City.
 6. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and sub-contract existing and future work.
 7. To determine the organization of City government.
 8. To determine the number of employees to be employed by the City.
 9. To determine the number, types and grades of positions or employees assigned to an organization unit, department or project.
 10. To determine internal security practices.
 11. To determine those matters to be covered by the Civil Service System.
- B.** The City Council has the sole authority to determine the purpose and mission of the City and all its employees and the amount of the budget to be adopted.
- C.** If, in the sole discretion of the City Council, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provision of this agreement may be suspended by the Mayor during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 8: MANAGEMENT RIGHTS CLAUSE CONTINUED

- D.** It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.
- E.** Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Riviera Beach. Accordingly, the Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.
- F.** Those inherent managerial functions, prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of this Agreement, are not in any way, directly or indirectly, subject to the grievance procedure or arbitration.

ARTICLE 9: GRIEVANCE PROCEDURE

A. Definitions:

- 1) A grievance is defined as a misapplication or misinterpretation of this Agreement.
- 2) The term "employee" includes any individual within the bargaining unit covered by this Agreement.
- 3) The term "day", when used in this procedure, shall mean business days, Monday through Friday, exclusive of holidays.
- 4) A "grievant" is an employee affected by the misapplication or misinterpretation of this Agreement.

A grievance shall be processed as hereinafter provided.

B. Withdrawal of Grievance:

A grievance may be withdrawn by the grievant at any time, and at any step of this procedure provided, however, the same grievance may not be filed the second time by the same party, after the grievance has been withdrawn.

C. Informal Grievance Procedure:

In the event that a grievance exists, the grievant or the Union Grievance Committee on behalf of a grievant, shall within four (4) days of such misapplication or misinterpretation of the Agreement, first discuss it in an informal manner with the immediate supervisor. However, if the immediate supervisor is the Division Chief, the grievant or the Union Grievance Committee shall proceed to Step 1 of the Formal Grievance Procedure. If the resolution of the grievance by the immediate supervisor is not satisfactory to the grievant, or if no disposition has been made within three (3) days following the informal discussion with the immediate supervisor, the grievant may within three (3) days file a Formal Grievance, in writing on a form prescribed by management as set forth in the procedures below. A grievance shall refer to the specific provision or provisions of this Agreement that have been violated.

Any grievance not conforming to the provisions of this paragraph shall be denied and not eligible to advance through the steps of the grievance procedure, including arbitration.

D. Formal Grievance Procedures:

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

ARTICLE 9: GRIEVANCE PROCEDURECONTINUED

STEP 2. If the grievance has not been satisfactorily resolved in Step 1, a written grievance shall be filed with the Fire Chief within seven (7) calendar days following the completion of Step 1. The Fire Chief, or designee, shall meet with and discuss the grievance with the aggrieved employee and Union representative within a reasonable time period. An answer to the grievance shall be submitted to the Union and to the aggrieved employee, in writing, within seven (7) calendar days thereafter.

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

STEP 4. If the grievance has not been satisfactorily resolved in Step 3, a written appeal may be taken to the City Manager by the Union within seven (7) calendar days following completion of Step 3. Within ten (10) calendar days of receipt of such appeal, the City Manager or designee, may meet with the aggrieved employee and the Union representative to discuss the grievance, and shall meet with the Union representative in the event filed under Section 3. The City Manager shall respond in writing within seven (7) calendar day thereafter.

STEP 5. In the event that the Union is not satisfied with the disposition of the grievance at Step #4, or if no disposition has been made within the time limits provided for in Step #4, the Union may submit the grievance to arbitration, using the Federal Mediation and Conciliation Services (FMCS). Such request shall be filed with the City Manager no later than thirty (30) days after the City Manager's response is due in Step #4 of the grievance procedure. The arbitration proceedings shall be in accordance with the rules of FMCS.

In the event that either party claims that a dispute is non-arbitrable, the arbitrator will rule on that issue and if the arbitrator decides the issue is

ARTICLE 9: GRIEVANCE PROCEDURE CONTINUED

arbitrable, he will rule on the merits of the grievance. Arbitrability and the merits shall be heard at the same hearing. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement "not to be subject to arbitration" or "not subject to the grievance procedure" or which is not specifically covered by this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall confine exclusively to the question at issue. The arbitrator shall render a decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to both the City and the Union. Both parties agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Failure of the City to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.

E. Where a grievance is general in its nature or application or if the grievance is directly between the Union and the City, it shall be presented in writing directly at Step 2 of the Grievance Procedure, within fifteen (15) days of the time limits provided for the submission of a grievance in Step 1 and shall be signed by the aggrieved employee or the Union representative on their behalf.

F. Arbitration

All grievances shall be arbitrated on an expedited basis. To accomplish this goal, the City and the Union agree that time is of the essence with regard to all aspects of the grievance procedure and that in the event a grievance shall be arbitrated, the arbitrator will be selected and notified, post-hearing briefs will be submitted, and the arbitrator's award will be rendered as expeditiously as possible.

G. The Union reserves the right not to represent employees who are not members of the Union.

H. If an employee elects not to have Union representative, or if the Union elects not to represent an employee, the City shall keep the Union informed of all proceedings initiated by the employee in the employee's own behalf, provide copies of all written documents, and give the Union full access to any meetings held on the matter.

ARTICLE 9: GRIEVANCE PROCEDURE CONTINUED

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

J. General Provisions:

- 1) The time limits provided in this Article shall be strictly observed, unless extended by mutual agreement of the parties. Failure of the Union or grievant, whichever is appropriate, to proceed with the grievance within the times herein before provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the Union or grievant, whichever is appropriate, to proceed to the next step in the grievance procedure. An employee will not be allowed to proceed to arbitration without the Union.
- 2) All grievances shall be processed during times that do not interfere with, or cause interruption of an employee's work responsibilities.
- 3) The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue performing duties prior to or during the time a grievance is being processed.
- 4) The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the Union or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.
- 5) The commencing of legal proceeding against the City in a court of law or equity, or before the Public Employee Relations commission, or any other administrative agency, by an employee or the Union, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedies and constitute a waiver by said employee or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement.
- 6) Any grievance affecting a class or group of employees may be initiated at Step #2 (Fire Chief) or Step #3 (Director of Human Resources).

ARTICLE 10: WAGES

A. Salary Schedules

The Salary Schedule is contained in Appendix B. The Salary Schedule has been modified to include three (3) additional steps at the top end of each classification. As of the first full pay period beginning on or after October 1, 2020, each employee shall be slotted in the Salary Schedule for Fiscal Year 2020/2021 at the same step held immediately prior to such date (employee at Step 1 goes to Step 1; employee at Step 7 goes to Step 7). Thereafter, employees shall advance through such Salary Schedule as provided in Section B of this Article. There shall be no retroactivity and no further general increases during Fiscal Year 2020/2021.

The parties recognize and agree that having reduced the number of steps during the 2014-2017 collective bargaining agreement, and further reducing the number of steps during the 2018-2020 collective bargaining agreement, that bargaining unit members have been provided all steps that have been bargained for and all bargaining unit members are in the proper step based on years of service as of the date of ratification.

B. Step Advancement

Beginning the first full pay period after April 1 of each year, all bargaining unit employees hired prior to October 1 of the preceding year shall advance one (1) step in the then current Salary Schedule based on the provisions of Section D below, up to and including but not in excess of the maximum amount provided for in the salary schedule. However, employees assigned as Fire Inspector may exceed the maximum amount during such assignment in accordance with Section C. If an employee is topped-out in the step plan, there shall be no lump sum payment or increase.

C. Fire Inspector Pay

Qualified employees assignment by the Fire Chief to Fire Inspector shall be placed in the salary schedule at five percent (5%) above their current step.

D. Performance Reviews

The City will consult with the Union on the performance evaluation tool to be used to determine the employee's performance in step increases to employees receiving satisfactory or better.

Employees should be evaluated periodically by their immediate supervisors and reviewed at higher levels. Step increases in accordance with Section C will not be granted without a completed performance review.

Whenever possible, evaluations should be made by the immediate supervisor. If an employee was assigned to more than one supervisor during the rating period, then the evaluation shall be collaborative process.

Employees receiving a rating of satisfactory or better will receive a step increase in accordance with the provisions of Section C above.

ARTICLE 10: WAGES CONTINUED

Employees receiving a rating of unsatisfactory will not receive their step increase on the applicable date, but will be eligible to receive their step increase on the first full pay period after the interim evaluation if they improve their performance review to a satisfactory or better on their interim evaluation.

E. Paydays

Employees paydays will be biweekly, on Friday. Biweekly is defined as every two (2) weeks. In the event that a payday falls on a holiday, the City shall have the discretion to pay the employees on the day before the holiday.

Participation in the City's direct deposit program shall be mandatory.

F. Promotional Pay Increases

Upon promotion, the promoted employee shall be slotted in the Salary Schedule for the position to which the employee is promoted at the step which provides an increase in base rate of pay of at least five percent (5%) per rank, i.e., at least a five percent (5%) increase if promoted one rank and at least a ten percent (10%) increase if promoted two ranks.

G. Pay Increases

Any pay increases after September 30, 2023, are subject to the parties agreeing to same and if no agreement is reached, the employees' salaries will remain frozen at their September 30, 2023 rate until an agreement is reached.

ARTICLE 11: HEALTH AND SAFETY

- A. The City and the Union shall cooperate fully on matters of health, safety and sanitation affecting the employees of the Fire Department. All prospective Fire Department employees shall receive a physical examination, which includes a stress test and a drug test pursuant to Article 36 of this Agreement. All employees will be subject to random drug tests if they have a workers' compensation injury and are on a leave of absence from work as a result of the workers' compensation injury. (See Article 36 of this Agreement.) Once annually, employees will receive a physical which includes a blood test, a stress test, a chest X-ray, a hearing test, a lung volume test, a vision test, ultrasound imaging assessments, and a drug test, pursuant to Article 36 of this Agreement. Such physical shall be at no expense to the employee. The medical records will be maintained by the provider, who shall provide sufficient information to the City to determine whether the employee can perform the essential functions of the job and does not pose a direct threat due to a particular condition. Upon receipt of the fitness for duty information, the records shall be maintained by the City as required under Florida Statutes.

Any employee determined not to be fit for duty after his or her annual physical may be placed on light duty for up to ten (10) business days in order to address any identified deficiencies provided that productive work is available within the employee's restrictions. No more than one (1) employee per shift may be placed on light duty. If no light duty is available, or if light duty is available then at the employee's discretion, the employee may utilize accrued leave in lieu of being assigned to light duty. At the conclusion of the ten (10) business day time period, if the employee is not yet able to return to work and is not receiving workers' compensation benefits, the employee will be required to utilize his or her accrued leave, first utilizing sick leave and then, if sick leave is exhausted, other available forms of leave.

- B. A City-Wide Safety Committee shall be established, consisting of one (1) unit member selected by and on behalf of the Union, the Fire Chief or the Fire Chief's designee on behalf of the City, and others as established by the City Manager or designee. The City-Wide Safety Committee shall endeavor to meet quarterly.

The Fire Safety Committee shall meet quarterly, or more or less often, by mutual consent, and such meetings shall be scheduled at the time established by the Fire Chief or designee. The Fire Safety Committee shall consist of the Fire Chief or designee, two (2) unit members selected by and on behalf of the Union, and a management representative selected by the Fire Chief or designee. The Fire Chief or designee shall preside at all meetings. The Fire Safety Committee shall consider the standards proposed by NFPA 1500: Standard on Fire Department Occupational Safety and Health. Recommendations of the committee shall be sent to the City Manager for final disposition.

ARTICLE 11: HEALTH AND SAFETY CONTINUED

- C. The City shall provide and the bargaining unit employees shall participate in, unless excused by virtue of a verifiable medical reason, an immunization program as follows:

Tetanus – every ten (10) years, except employees may be required to submit every five years if subject to a documented job related injury from which the employee may acquire tetanus.

Hepatitis (type B) – every five (5) years or as often as required by the type of vaccination utilized by the City.

- D. The City shall provide and the employee shall participate in an annual tuberculosis screening.
- E. Employees who are to receive and be scheduled for a physical or other examination under this Article will be given one (1) week prior notice of the date of the examination. There will be no rescheduling of examinations or immunizations except in the cases of emergency or job assignments approved in advance.
- F. The City agrees to develop and maintain a data file of accidents, injuries, or deaths, which are a job related and all exposures to toxic materials or infectious agents.
- G. Personal protective equipment will be issued timely. It will be maintained in a serviceable condition by the employee. Equipment lost or damaged by the employee's intentional misconduct, use of equipment contrary to department protocol or instructions, or repeated misuse of equipment will be replaced at the employee's cost unless it has been discharged or damaged while operating at an emergency scene, in training, or working in a job-related assignment in which case it will be replaced by the City at no cost to the employee. The value of replacement components shall be deducted from the employee's pay in accordance with applicable wage and hour laws. The total cost to the employee for each incident shall be based on the then current replacement value, not to exceed \$500.00 and shall be deducted in installments of \$50.00 per pay period, or the remaining balance, whichever is less. The City will accept responsibility for the cost of replacement when the employee reports the discharge or damage in writing to the immediate supervisor during or before the next shift worked immediately following the incident causing the discharge or damage.

ARTICLE 12: INSURANCE

A. Group Insurance

The City agrees to provide and maintain health and dental insurance benefits for its employees. If the premium cost of the City's health insurance plan increases by five percent (5%) or more when compared to rates paid in the previous year, the allowable cost of the health plan to be paid by employees shall be no greater than \$20.00 per pay period for the employee-only level of coverage and shall be equal to that charged to other bargaining unit employees in the City. The City shall provide individual dental insurance for its employees at no cost. Employees shall have the option to purchase dependent health and/or dental insurance coverage at their own expense. It is recognized that in order to continue to provide these benefits to employees, the City may, from time to time, need to modify coverage levels or plans of benefits. Such coverage levels and plans of benefits maintained for the employees covered by this Agreement are the same as maintained for all other employees of the City, excluding contracted employees and elected officials.

B. Life Insurance

The City hereby agrees that all eligible employees in the bargaining unit will be provided life insurance coverage in an amount equal to forty thousand dollars (\$40,000). Employees will also have the option to purchase at their expense, forty thousand dollars (\$40,000) of additional insurance to include an extra \$5,000 accidental death and dismemberment for public safety employees. The provisions of this section shall take effect upon ratification of this Agreement.

ARTICLE 13: SAVING CLAUSE

A. It is the express intent of the parties that if any article, section, sub-section, sentence, clause or provision of this contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the contract, except in the circumstances of paragraph B of this Article.

B. If any provision of this collective bargaining contract conflicts with any ordinance, rule, or regulation over which the Council has amendatory power, the Council shall amend the ordinance, rule or regulation to conform to the new provision of this contract.

If any provision of the collective bargaining contract is in conflict with any law, ordinance, rule or regulation over which the City Manager or Council have no amendatory power, the chief executive officer shall submit to the appropriate governmental body having amendatory power a proposed amendment to such law, ordinance, rule or regulation. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the collective bargaining contract shall not be effective. [Reference, Florida Statutes, Section 447.309(3)].

C. No terms and conditions of employment shall be changed without bargaining each one with the Union.

ARTICLE 14: UNION BUSINESS

- A. Bulletin board space shall be available in each work location for the use of the Union for purposes of posting material dealing with Union business.
- B. No literature or posters alleging a misdeed(s) on the part of City management officials or Union representatives, with the exception of the posting of grievances filed with the City, shall be posted. In addition, no material relating to local political action or activity either Union or civic may be posted on the bulletin board.
- C. All materials posted on the bulletin board must be approved by the Union President or Union President's designee. A copy of all posted materials, with the exception of the treasurer's reports, notices or postings otherwise required by PERC or law, and the minutes of meetings, must be provided to the City Manager or the City Manager's designee prior to posting.

ARTICLE 15: WORK OUT OF GRADE

- A. Employees covered by this Agreement who are temporarily assigned to a position or rank higher than their normal position or rank shall receive assignment pay of five (5%) percent of their base pay for all hours worked in that assignment effective upon date of ratification.

- B. Employees covered by this Agreement who are not receiving Paramedic Incentive Pay under ARTICLE 32: MEDICAL INCENTIVE PAY and who are assigned to a State Permitted ALS unit shall receive assignment pay of five (5%) percent of their base pay for all hours worked in that assignment effective upon date of ratification.

ARTICLE 16: ADMINISTRATION OF AGREEMENT

- A. The parties agree that the President of the Union or Union President's designee and the City Manager, or the City Manager designee, will develop a schedule to meet at reasonable time and frequency, to review problems which may arise out of the administration of this Agreement. Such meetings are not intended to by-pass or substitute for the grievance procedure, nor are they intended to expand the scope of bargaining or to provide re-openers.

- B. Upon advising and receiving approval of their constituency on the legislative or authoritative bodies, the Union and the City Manager may, by mutual agreement, amend the terms of this Agreement. Any such amendment must be in writing.

ARTICLE 17: RULES AND REGULATIONS

- A. The Union and the City recognize that the citizens of Riviera Beach are entitled to receive services at the highest possible level, subject to budget limitations. Therefore, the Union pledges that it will actively promote and encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.
- B. The Union agrees that all employees shall comply with all Fire Department policies, procedures, rules and regulations, including those relating to conduct and work performance.
- C. The City and the Union agree to the formation of a Policy and Procedures Committee for the purpose of creating new policies and procedures, reviewing the application of existing policies and procedures, and modifying policies and procedures as necessary. This provision in no way diminishes the City's Management Rights under Article 8 of this agreement.

The name of the Committee shall be "Fire Rescue Policies and Procedures Committee" The Committee shall provide a means for the consideration, development, review and revision of matters relating to policies, procedures, and guidelines for Riviera Beach Fire Rescue. The Committee possesses the authority to carry out its stated purposes. The Fire Chief or his representative retains sole authority to approve policies and procedures for the department. The existing Departmental Rules and Directives will be revised to become Departmental Policies and Procedures through the process established herein and that until such time as existing Rules, Regulations or Directives are modified or repealed, they shall remain in effect.

MEMBERSHIP

The Committee membership will consist of 4 members – two members selected by the City and two members selected by the Union. One member will be selected as the chairperson of the Committee. The Committee members will select a new Chairperson every January.

The following process will be used for the revision or creation of policies and procedures:

- Any employee may submit proposed changes or new policy or procedure recommendations to the Committee for consideration.
- Every three years, the Committee will review any existing policies or procedures to determine if they require any modifications or revisions.
- Policies and Procedures will be constructed using a standard template approved by the Fire Chief.

ARTICLE 17: RULES AND REGULATIONS CONTINUED

- Upon completion of any revisions, modifications, or new policies or procedures, a majority of the Committee members must approve the policy or procedure before it is submitted to the Fire Chief for Administrative Approval. If a majority decision cannot be reached, the Policy or Procedure will not be forwarded to the Fire Chief for Administrative Approval. Where the Fire Chief has initiated submission of proposed changes to the Committee, the Committee shall make a recommendation to the Fire Chief as to whether it supports or objects to the proposed changes. The Fire Chief shall then have the sole authority to approve or reject the Committee's recommendation and determine whether such revisions, modifications, policies or procedures shall be adopted.
- Upon approval of the Fire Chief, new policies or procedures or revisions to existing policies or procedures will be posted in legislative format for all members to review for a period of 30 days. These policies or procedures will be in effect during this posting but will be considered temporary for the 30-day period.
- During the 30-day temporary period, any employee may submit suggestions for modification or revision of the temporary policy or procedure to the Committee and the Fire Chief for consideration. The Fire Chief shall then have the sole authority to approve or reject the suggestions for modification or revision and determine whether such modifications or revisions shall be adopted.
- Following the 30-day period, if the Committee proposes no changes, and the Fire Chief approves same, the Policy or Procedure will be reduced to appropriate format, be published by the department, and become permanent.

ARTICLE 18: CALL BACK PAY

All employees covered by this Agreement and who are called back to work from off duty, shall be paid at least three (3) hours minimum at the rate of one and one-half (1 1/2) times their regular base rate of pay. Effective April 1, 2018, those employees who are required to carry a City-issued cell phone, or equivalent device to be used for similar purposes, during the period away from work shall not receive additional compensation.

ARTICLE 19: NON-DISCRIMINATION

- A. All references in this Agreement to employees of the male gender are used for convenience only, and shall be constructed to include both male and female employees.
- B. The right of the employees to belong to, participate in, or refrain from belonging to the Union shall not be prohibited, abridged or interfered with.
- C. Neither the City nor the Union shall discriminate against any employee because of race, color, creed, national origin, or ancestry. Neither the City nor the Union shall discriminate against any individual because of sex, race, color, religion, national origin, age, disability, marital status, military or veteran status, or any other category protected by applicable law.
- D. Any alleged noncompliance with this Article shall not be subject to the Grievance Procedure, but employees may utilize all other resources provided by City policies or applicable law.

ARTICLE 20: SENIORITY AND PERSONNEL REDUCTION

- A. Seniority shall be defined as the total length of continuous service as a firefighter with the City of Riviera Beach. Seniority shall continue to accrue during all types of compensable leave, approved by the City. Approved leaves of absence without pay shall not count toward the accrual of seniority.
- B. Employees shall lose their seniority as a result of the following:
- (1) Termination;
 - (2) Retirement;
 - (3) Resignation;
 - (4) Lay-off exceeding six (6) months;
 - (5) Failure to report to the Personnel Office intent of returning to work within three (3) days of receipt of recall, as verified by certified mail return receipt; or
 - (6) Failure to report from military leave within the time limits prescribed by law.
- C. The City Council will determine the classifications and number of employees to be laid off. When the lay-off occurs, probationary employees shall be laid off first, and then regular full time employees, in the inverse order of their seniority at the time of the lay-off. Probationary employees shall have no recall rights.
- In the event that two or more employees affected have the exact same amount of seniority, the City Manager shall make the decision of who shall be retained.
- Lay-offs shall be by seniority except where lay-off adversely impacts the City's ability to comply with minimum requirements to provide advance life support service. In the event of a reduction in the working force or the elimination of a job, any affected employee with greater seniority may claim any job in the department which he has previously performed, however, under no circumstances will an employee be eligible to displace into a job classification higher than the job classification he currently holds.
- D. Recall: Regular full time employees on lay-off status will have recall rights for six months. Recall will be made by certified mail to the last address in the employee's records. Within three (3) work days of certified receipt date, laid off employees must signify in writing, their intention of returning to work, to the Human Resources Department. Failure to respond to the notice within the prescribed time limits previously stated, shall constitute an irrevocable

ARTICLE 20: SENIORITY AND PERSONNEL REDUCTION CONTINUED

waiver of any right to recall by the employee. Employees who desire to return to work must do so within five (5) work days of receipt of the recall notice.

Recall will be offered to laid off employees, other than those employees who were on probationary status at the time of lay-off, provided they are physically qualified to perform all of the duties of the job.

- E. When the employees are recalled from lay-off, the employee with the greatest seniority in that classification, as a firefighter with the City of Riviera Beach, shall be recalled first.
- F. The Rules and Regulations Committee shall develop, for implementation by April 1, 2021, a uniform policy for station rotations that shall be applied equally to all shifts, recognizing that different stations have different staffing levels. If no agreement is reached by March 1, 2021, the Fire Chief shall determine the uniform rotation policy to be applied equally to all shifts.

ARTICLE 21: VACATION TIME

- A. Employees will accrue paid vacation credit at their straight time rate during active pay status on the following basis:

VACATION DAYS

SERVICE	40 HOUR EMPLOYEE	OTHER EMPLOYEES
7 mos. - 12 mos.	7 days	4 tours of duty
1 yr. – 5 yrs.	13 days	8 tours of duty
6 yrs.	15 days	8 tours of duty
7 yrs.	15 days	8 tours of duty
8 yrs. – 10 yrs.	16 days	9 tours of duty
11 yrs.	17 days	9 tours of duty
12 yrs.	18 days	10 tours of duty
13 yrs.	19 days	10 tours of duty
14 yrs.	20 days	11 tours of duty
15 yrs. and over	21 days	11 tours of duty

- B. Maximum Vacation Accrual Rate - The maximum number of vacation days an employee can accrue at the end of the calendar year shall be two (2) times the annual rate of accrual. Accrued hours in excess of this maximum shall be forfeited by the employee.

- C. Annual Accrued Leave Payout:

During calendar year 2020, any non-probationary forty (40) hour employee or non-probationary shift employee may elect to be paid up to a total of eighty (80) hours or ninety-six (96) hours respectively from either sick leave or vacation leave, or a combination thereof, at the end of the fiscal year.

During calendar year 2021, any non-probationary forty (40) hour employee or non-probationary shift employee may elect to be paid up to a total of forty (40) hours or forty-eight (48) hours respectively from either sick leave or vacation leave, or a combination thereof, at the end of the fiscal year.

During calendar year 2022, any non-probationary forty (40) hour employee or non-probationary shift employee may elect to be paid up to a total of twenty (20) hours or twenty-four (24) hours respectively from either sick leave or vacation leave, or a combination thereof, at the end of the fiscal year.

For the above elections, the election must be made in October. Payment will be made at the employee's current rate of pay as of the date paid and will not be affected by any subsequent adopted retroactive pay increase. Such payment will be paid by December 31st of the election year. The employee must be employed at the time payment is made to be eligible for

ARTICLE 21: VACATION TIME CONTINUED

such payout. The remaining days shall be carried over to the extent any applicable maximum accrual is not exceeded.

This provision is duplicative of, and not in addition to, Article 4, Section N.

D. Annual Vacation Selection – Effective upon ratification of this Agreement, annual vacation selection shall be completed by December 1 for the next calendar year. The order of selection shall be based upon seniority regardless of rank. The following criteria shall apply when determining the shifts available:

- No more than two (2) employees may select vacation leave on the same shift, unless approved by the Fire Chief or designee.
- No more than one (1) Fire Officer may select vacation leave on the same shift, unless approved by the Fire Chief or designee.
- No more than one (1) Driver Engineer may select vacation leave on the same shift, unless approved by the Fire Chief or designee.
- No more than two (2) Fire Fighter/Paramedic or EMS Captains may select vacation leave on the same shift, unless approved by the Fire Chief or designee.

Effective with the latter of the day the City has hired three new Firefighters during the 2020-2021 fiscal year or April 1, 2021, the following criteria shall apply:

- No more than three (3) employees may select vacation leave on the same shift, unless approved by the Fire Chief or designee.
- No more than one (1) Fire Officer may select vacation leave on the same shift, unless approved by the Fire Chief or designee.
- No more than two (2) Driver Engineer may select vacation leave on the same shift, unless approved by the Fire Chief or designee.
- No more than three (3) Firefighter/Paramedic or EMS Captains may select vacation leave on the same shift, unless approved by the Fire Chief or designee.

E. The selection process shall occur in two rounds:

- When picking in the first round, the employee must select three (3) or more consecutive twenty-four (24) hour shifts.
- When picking in the second round, the employee may select one (1) or more consecutive twenty-four (24) hour shifts.
- Any vacation leave granted under this article shall not result in the employee receiving more than 32 calendar days off between shifts.

F. Employees may select vacation throughout the year in either twelve (12) hour blocks (1st half or 2nd half of shift) or full twenty-four hour shifts according to the criteria below:

ARTICLE 21: VACATION TIME CONTINUED

- The selection must be made in writing to the Division Chief's office, through the chain of command, no later than 5:00 p. m. (1700 hrs) on the employee's shift preceding the shift for which the employee is requesting vacation time.
 - Additional vacation leave under this section shall be awarded after 5:00 p. m. (1700 hrs) on each shift with seniority used to determine who will receive vacation in the event of two (2) requests submitted on the same shift and approved according to the availability Section D above. Once awarded, vacation leave will not be rescinded to accommodate another request for vacation leave on the same shift.
 - The employee may cancel selections made under Section F provided that vacation cancellations are done prior to 5:00 p. m. (1700 hrs) two shifts preceding the shift for which the employee's vacation has been granted. Vacation time requested and/or granted later than 5:00 p. m. (1700 hrs) two (2) shifts preceding the shift for which the employee has requested vacation may not be cancelled.
 - A full 24 hour vacation shift request shall have priority over a request for a 12 hour block of vacation to be taken on the same shift as the 24 hour request.
- G. Vacation Pay Off – Regular full time employees with twelve (12) months of service shall be paid up to two times the maximum amount of accrual upon termination of employment or retirement.

ARTICLE 22: EMPLOYEE DEVELOPMENT

- A. The City and the Union recognize and acknowledge the value of continuous employee development.
- B. Effective upon ratification of this agreement, the City agrees to pay the cost of department approved employee education and development, including required texts and materials, up to the amount of \$2500.00 per employee per fiscal year in accordance with the following schedule (reimbursement for courses associated with seeking an associate's or bachelor's degree are covered in Section E below):

Pass-Fail / Non-Credit / Non-Graded Certificate Courses

Pass	100%
Fail	0%

Graded Courses

A or B	100%
C	75%
D or F	0%

- C. Reimbursement to the employee for department-approved courses shall occur within 30 days of submission of successful completion of the course.
- D. Dependent upon the course, it is understood that the City may make advanced tuition payment arrangements with individual institutions for the convenience of the employees. Where the City has made advanced tuition payment, the employee agrees to reimburse the City when a grade of C or less is obtained or when the employee withdraws or otherwise fails to complete the course.
- E. All non-probationary bargaining unit employees who take approved course(s), where such courses are approved prior to enrollment in such course(s), related to obtaining an Associate's Degree or Bachelor Degree from an accredited college or university are entitled to, in addition to any other educational benefit provided herein, an advance of the funds necessary to cover the cost of tuition, books, and fees, except parking, at the beginning of the academic semester. An employee is not permitted to offset any such advance of funds by the City against other funds to which the employee may have access through other educational subsidy plans such as the G.I. Bill, Veteran's Employee's Administration, or other similar programs utilizing state, federal, and/or private funds. In other words, the City's advances must be last dollar contributions to an employee's educational pursuits.

ARTICLE 22: EMPLOYEE DEVELOPMENT CONTINUED

All degrees accepted by the State Fire Marshall's office as eligible for the Firefighters' Supplemental Compensation Program and any other approved by the Fire Chief shall be approved for the advance provided herein.

Any non-probationary employee approved for receiving an advance must provide, within 30 days of the conclusion of the course for which funds were advanced, a certified, official transcript indicating the grade earned by the employee. If the employee fails to earn a "C" or better, or a "Pass" if the course is pass/fail, the employee must reimburse the City in an amount equal to the advance made in connection with that course. Such reimbursement shall be made through payroll deduction from the employee's next pay check unless an installment plan is agreed to by and between the employee and the City prior to the next paycheck processing date.

- F. Employees who request approval to attend college classes, training, or educational opportunities shall do so at their own travel expense. Time off to attend requested college classes, training, or educational opportunities shall be the responsibility of the employee. The Fire Chief may conditionally grant time off to an employee to attend to attend college classes, training, or educational opportunities at the Chief's discretion.
- G. The Fire Chief shall make the final determination regarding the approval of educational reimbursement and the award of time off to attend education or training.
- H. In order to qualify for school leave or reimbursement under this Section, the employee must first file a request for school leave, indicating the courses to be taken, with the Fire Chief's office. The decision as to whether or not the course(s) requested by the employee is appropriate, shall be made by the Fire Chief.
- I. If an employee receiving benefits under this Article, does not continue their employment for a period of at least twenty-four (24) months after their completion of school leave, the employee shall reimburse the City the total monies expended by the City on the employees' behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum. The Employee shall be required to submit a School Request Form agreeing to the repayment requirements.

However, the above shall not apply if the employee has to resign within the twenty-four (24) month period due to personal hardship beyond the employee's control. Repayment shall not apply if the employee retires from service. The City Manager shall determine what constitutes personal hardship beyond the control of the employee.

ARTICLE 22: EMPLOYEE DEVELOPMENT CONTINUED

J. PARAMEDIC SCHOOL

The City agrees to pay the cost of department approved Paramedic school, including required texts and materials, up to the amount of \$2,500.00 in accordance with the following schedule:

A or B	100%
C	75%
D or F	0%

Employees who do not pass the State Examination for certification as a Florida Paramedic within twelve (12) months from completion of the course shall reimburse the City one hundred percent (100%) of the monies expended upon the employee for this course. Reimbursement may be done by payroll deduction over a period of twelve (12) months. Any employee who exercises the Paramedic School Reimbursement benefits must remain employed with the City as a Paramedic for at least twenty-four (24) months from the date the employee becomes State Certified. Any employee terminating employment before the end of the twenty-four (24) month period shall reimburse the City the total monies expended by the City on the employees' behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum. The Employee shall be required to submit a School Request Form agreeing to the repayment requirements.

- K. The City shall make available a total of \$5,000 per fiscal year for reimbursement of Honor Guard expenses incurred in connection with equipment purchases, uniform purchases, gas or mileage, lodging, or other expenses associated with maintaining the team and its ability to perform. The \$5,000 maximum is for the entire Honor Guard team and is not a per member maximum.
- L. Effective October 1, 2021, any employee assigned to conduct fire training within the Department must possess at least a Fire Instructor I certification.

ARTICLE 23: TERM

- A. After a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the City Manager and City Clerk to sign the Agreement on behalf of the City, the Agreement, upon being signed by the appropriate union representatives and being signed by the City Manager and City Clerk, shall become effective upon ratification by both parties through the 30th day of September 2023, recognizing the status quo was in place from the prior Agreement until ratification.
- B. Either party may give written notice, not later than 120 days in advance of the expiration date of this agreement of its intention to renegotiate the Agreement.

ARTICLE 24: MISCELLANEOUS

- A.** The City and the Union acknowledge that during 'the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. The City and Union agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, where discussed, and therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B.** The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of the parties.
- C.** This Agreement shall supersede any ordinances, regulations, or practices of the City, promulgated and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.
- D.** There shall be no benefits implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof, except those benefits as herein expressly provided.

ARTICLE 25: DEFINITIONS

- A. **Employee:** The term "employee", when used in this Agreement, shall mean any individual within the bargaining unit covered by this Agreement.

All references to employees in this Agreement designate both sexes, and whenever the male gender- is used, it shall be constructed to include both male and female employees.

- B. **City:** The City of Riviera Beach, Palm Beach County, Florida, its administrative representative(s) or agent(s).
- C. **City Council:** The legislative body of the City of Riviera Beach, Palm Beach County, Florida.
- D. **City Manager:** The City Manager of the City of Riviera Beach, Palm Beach County, Florida, or designated representatives.
- E. **PERC:** The Florida Public Employee's Relations Committee.
- F. **Tour of Duty:** A period of duty equal to twenty-four (24) consecutive hours.
- G. **Management:** The term "management" as used in this Agreement shall refer to the City Manager, department and assistant department heads and any other persons designed by the City Manager.
- H. **Public Employee's Relations Act (PERC):** Florida Statutes, Chapter 447, Part 2.
- I. **Doctor's Certificate:** A physician's statement attesting to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

ARTICLE 26: PHYSICAL FITNESS

- A. The Union realizes the need for a physical fitness program and further recognizes that to be physically fit is a condition of employment.
- B. The City shall have the right to implement a physical fitness performance evaluation prior to accepting new employees.
- C. All employees will participate in the prescribed physical fitness program in order to maintain their capability of providing services.
- D. The City will endeavor to formulate a fitness program flexible enough to take into consideration the age, health, and disability of the employee.

ARTICLE 27: COURT TIME

A. COURT TIME

Any Employee called by the City to represent the City's interest in Court will be paid in accordance with the provisions of Article 19: Call Back Pay.

Any employee who becomes involved in a court action as required by the State or any governmental agency: deposition witness, defendant, etc., pursuant to the performance of the employee's duties will be paid in accordance with the provisions of Article 19: Call Back Pay.

B. JURY DUTY

Leave with pay shall be authorized for full-time employees who may be required to perform jury duty. Employees who perform jury duty and are released by the Court during the first half of their regular scheduled workday are expected, and required, to report to work when excused or released by the court. Shift employees released to duty during the first half of their shift, but who are required to report back to Court the following morning, prior to noon, shall not be required to return to duty but may request to use vacation leave for the remainder of the shift provided the employee submits documentation of the dates and times of jury service from the Court.

If an employee is called for jury duty, the employee shall promptly notify the immediate Supervisor within five (5) days of receipt of the notice of jury duty or within five (5) days of appearance pursuant to the notice of jury duty.

The employee must provide the Fire Chief with proof of jury duty before compensation or use of vacation leave is approved.

ARTICLE 28: UNIFORMS

- A. The City shall provide a credit value of \$400 per fiscal year, prorated for any partial year, to bargaining unit employees to utilize through the City's vendor for City-approved items. The City-approved items include: T-shirts, job shirts, uniform shirts, jackets, jumpsuit, cap, pants, and footwear (shoes/boots). The City will fund the following rank-specific items during the first fiscal year of such promotion: two (2) polo shirts; badge; and, appropriate insignia.

- B. The City and the Union agree to work closely together to promote professionalism and safety with respect to uniforms worn by bargaining unit personnel. The City agrees to maintain the status quo with respect to the provision and maintenance of uniforms until such time as a mutual decision is reached between the City and the Bargaining Unit on the selection, use, and maintenance of work uniforms.

- C. The City and the Union agree to establish a committee to review the options available with respect to work uniforms. The committee shall report their findings to the Fire Chief and the Union President. Upon mutual agreement, the Fire Chief and Union President may adopt changes to this article. It is agreed that Professionalism and Safety are the primary considerations in their decision, and that Fiscal Constraint is an additional factor.

- D. Effective upon ratification of this agreement, an employee who retires with ten (10) or more years of service may keep their department assigned Fire Helmet and Badge.

ARTICLE 29: VACANCIES, JOB POSTING, EXAMINATIONS, AND PROMOTIONS

- A. Advancement in Rank: Advancement from one rank to another shall be by promotional examination. Duty shall be by assignment by the Fire Chief to such divisions within the Fire Department as presently exists or may be created in the future.
- B. Probationary Time for Bargaining Unit Personnel: The probationary period for all new employees shall be for a period of one (1) year, during which time just cause shall not be required for disciplinary action. Upon promotion an employee will be on probation for six (6) months. Upon completion of the probationary period, the position shall become classified through civil service.
- C. Promotional Examination: Eligibility for promotion to the next higher rank shall be in accordance with the requirements established herein. The examination for the position of EMS Captain, Fire Captain, or Division Chief shall include a written examination and Assessment Center Process. Probationary time shall be computed in the time in grade required in the various ranks. Examinations shall be conducted no less than forty-five days, and no more than ninety (90) days, after the date the notice of an examination is posted by the City. These time periods may be extended by mutual, written agreement between the Fire Chief and Union President. A promotional eligibility list shall expire two years from the date the list is promulgated.
- D. Driver Engineer: Any firefighter who has served two (2) years continuous service with the City, has a Paramedic license and has passed RBFR protocol testing, and has taken and completed with a passing grade Fire Apparatus Operations (FFP 2640), Fire Service Hydraulics (FFP 1601), and Aerial Apparatus Operation and Tactics (FFO 0650), or their equivalents, shall be eligible to participate in a promotional examination for Driver Engineer. The examination for the position of Driver Engineer shall include a written examination and practical skills assessment. Candidates must pass the written portion to be eligible to participate in the skills portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- E. Fire Inspector: Any employee who has served three (3) years continuous service with the City as a firefighter and has attained permanent status shall be eligible to participate in an examination and be selected by the Fire Chief for the assignment to Fire Inspector. Upon assignment, an employee will

ARTICLE 29: VACANCIES, JOB POSTING, EXAMINATIONS, AND PROMOTIONS CONTINUED

be on probation for six (6) months Employees assigned to Fire Inspector shall be State Certified Inspectors within one year from date of assignment to Fire Inspector. After successful completion of the probationary period, the employee shall not be reassigned or terminated without just cause. If not certified within one year, the Fire Chief shall reassign the employee and such reassignment shall be considered just cause.

- F. EMS Captains: Any Fire Fighter or Driver Engineer, who has served three (3) years as a paramedic qualified individual shall be eligible to participate in the promotional examination for EMS Captain. Effective October 1, 2023, all officers must obtain their Florida State Fire Officer 1 certification and maintain it in order to be eligible for promotion. All applicants who possess an Associate's Degree or higher in Fire Science Technology, Emergency Medical Services, Fire Administration, or equivalent program approved by the Fire Chief shall be awarded five (5) additional points on their final score at the conclusion of the testing process. The examination for the position of EMS Captain shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- G. Fire Captains: Any Driver Engineer, or EMS Captain, who has served one (1) year in grade and has attained permanent status and has taken and completed with a passing grade "Fire Service Tactics and Strategies" (FFP2410) or its equivalent, shall be eligible to participate in the promotional examination for Fire Captain. Effective October 1, 2023, all officers must obtain their Florida State Fire Officer 1 certification and maintain it in order to be eligible for promotion. All applicants who possess an Associate's Degree or higher in Fire Science Technology, Emergency Medical Services, Fire Administration, or equivalent program approved by the Fire Chief shall be awarded five (5) additional points on their final score at the conclusion of the testing process. The examination for the position of Captain shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- H. Fire Prevention Division Chief: Fire Captains or Fire Inspectors who have served three (3) years in grade shall be eligible to participate in a promotional examination for Fire Division Chief. Effective October 1, 2023, all officers must obtain their Florida State Fire Officer 1 certification and

ARTICLE 29: VACANCIES, JOB POSTING, EXAMINATIONS, AND PROMOTIONS CONTINUED

maintain it in order to be eligible for promotion. All applicants who possess a Bachelor's Degree or higher in Fire Science Technology, Emergency Medical Services, Fire Administration, or equivalent program approved by the Fire Chief shall be awarded five (5) additional points on their final score at the conclusion of the testing process. Employees promoted to the position of Fire Prevention Division Chief shall be State Certified Inspectors within one year from date of promotion to Fire Inspector. The examination for the position of Fire Prevention Division Chief shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.

- I. Fire Division Chief: Only Fire Captains who have served three (3) years in grade and has taken and completed with a passing grade "Fire Service Tactics and Strategies" (FFP2410) or its equivalent shall be eligible to participate in a promotional examination for Fire Division Chief. Effective October 1, 2023 all applicants must also possess a Bachelor's Degree or higher in Fire Science Technology, Emergency Medical Services, Fire Administration, or any equivalent program approved by the Fire Chief. Effective October 1, 2023, all officers must obtain their Florida State Fire Officer 1 certification and maintain it in order to be eligible for promotion. The examination for the position of Fire Division Chief shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.

- J. Emergency Medical Services - Division Chief: Only EMS Captains, Fire Captains, or Fire Division Chiefs who have served three (3) years as a paramedic qualified individual shall be eligible to participate in the promotional examination for Emergency Medical Services Division Chief. Effective October 1, 2023 all applicants must also possess a Bachelor's Degree or higher in Fire Science Technology, Emergency Medical Services, Fire Administration, or any equivalent program approved by the Fire Chief. Effective October 1, 2023, all officers must obtain their Florida State Fire Officer 1 certification and maintain it in order to be eligible for promotion. The examination for the position of Emergency Medical Services Division Chief shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion.

ARTICLE 29: VACANCIES, JOB POSTING, EXAMINATIONS, AND PROMOTIONS CONTINUED

Placement on the eligibility list will be based upon the average of the scores of each exam.

- K. For the position of Driver Engineer, Fire Captain, EMS Captain, Fire Division Chief or EMS Division Chief where an active promotional eligibility list exists, all promotions will be made within thirty (30) days of the creation of a vacancy in the rank unless the City orders the freezing or elimination of vacant positions. The City shall provide the Union with written notice within such thirty (30) day period of any such freezing or elimination of positions. Selections for promotion from a promotional eligibility list shall be made by Rule of Five.

- L. In order for an employee to be eligible to step up into a higher classification, he or she must be on the then current promotional eligibility list. If a list expires and has not yet been replaced, then step up employees must first be selected from among those employees who were included on the expired list. If no list exists, such as after having been exhausted or not yet having been established, the City may step up employees who satisfy the minimum eligibility requirements for promotion to the rank to which the employee will be stepped up. If none of the above can be satisfied, the Fire Chief may determine individuals capable of stepping up into a higher rank.

ARTICLE 30: EDUCATIONAL INCENTIVE PAY

Bargaining unit members shall receive five dollars (\$5.00) per week incentive pay for each two hundred hours of documented job related education, up to a maximum of twenty (\$20.00) per week. Educational hours to fulfill state requirements for Paramedic certification and state minimum standards courses shall not be counted as hours for education incentive pay. Job related education shall include, but shall not be limited to courses required for obtaining a fire science degree, paramedic degree, inspectors certificates, and state required C.E.U.'s to maintain state certificates, as well as courses offered by the Florida State Fire College and National Fire Academy. General Education Credit hours will not be counted until all fire science or paramedic requirements are met for A.S. degrees. The determination of whether or not the course requested by the employee is appropriate, shall be made by the Chief of the Fire Department.

Effective the first full quarter after the agreement is ratified by both parties, the City agrees to match any supplemental compensation awarded to a firefighter through the Firefighters Supplemental Compensation Program administered by Florida's Division of State Fire Marshal, which amount shall be paid at the same time and in the same manner as the supplemental compensation awarded by the Division of State Fire Marshal and shall not be included in base pay and is not pensionable. For example, as of April 2021, a firefighter with an eligible bachelor degree may be awarded supplemental compensation of \$110 per month which the City will now match with additional compensation of \$110 per month for a total of \$220 per month.

ARTICLE 31: SURVIVOR'S BENEFIT

The City and pension Fund Trustees shall appropriate from the funds it receives from the Insurance Commissioner's Regulatory Trust Fund, sufficient monies to fund the survivor's benefit as proposed by the Firefighter's Pension Fund trustees to the existing Riviera Beach Firefighter's Municipal Pension Fund.

ARTICLE 32: MEDICAL INCENTIVE PAY

SECTION 1 – EMT

- A. All employees will be required to obtain Florida State Certification as an E.M.T. upon hire and must remain certified for the duration of their employment. Employees who fail or refuse to obtain or maintain Florida State Certification as an E.M.T. as required by this clause will be dismissed.
- B. Employees may substitute Florida State Certification as a Paramedic for the requirements of A above.
- C. It is the employees' responsibility to re-certify and maintain their Florida State EMT Certification.
- D. Notwithstanding Article 15, Section B, and effective the first full pay period on or after April 1, 2021, bargaining unit members who are not receiving Paramedic Incentive Pay under Article 32, Section 2, and who are assigned to a State Permitted BLS unit shall receive assignment pay of five (5%) percent of their base pay for all hours worked in that assignment.

SECTION 2 – PARAMEDIC

- A. Effective the first full pay period after ratification of this agreement, employees who are Florida State Certified as a Paramedic are eligible to receive in addition to their base pay, "Paramedic Incentive Pay" of \$423.00 bi-weekly.

Effective the first full pay period after April 1, 2022, the "Paramedic Incentive Pay" shall increase to \$481.00 bi-weekly.

Effective the first full pay period after April 1, 2023, the "Paramedic Incentive Pay" shall increase to \$520.00 bi-weekly.

In addition, an employee is subject to the following requirements:

- 1. Must possess and maintain current certification as a Florida State Paramedic.
 - 2. Must maintain current certification in Advanced Cardiac Life Support.
 - 3. Must obtain and maintain any other certifications as may be required for paramedic certification by the State of Florida.
 - 4. Must maintain full authorization from the Riviera Beach Fire Rescue Medical Director to perform ALS procedures as a primary paramedic for this department.
- B. Prior to receiving full authorization from the Riviera Beach Fire Rescue Medical Director to perform ALS procedures as a primary paramedic for this department, Paramedics must pass a protocol examination and preceptor program approved by the medical director.

ARTICLE 32: MEDICAL INCENTIVE PAY CONTINUED

- C. Paramedics not approved by the medical director as a primary paramedic may be given limited authorization to perform ALS procedures by the medical director.
- D. Employees may have their authorization to perform ALS procedures limited or removed by the Riviera Beach Fire Rescue Medical Director.
- E. Limited authorization or denials of authorization to perform ALS procedures does not qualify an employee to receive Paramedic Incentive Pay under this Article.
- F. It is the employees' responsibility to re-certify and maintain their Florida State Paramedic Certification and ACLS Certification.

ARTICLE 33: AMERICANS WITH DISABILITIES ACT

The Union and the City acknowledge the duty of the City to comply with the requirements of the Americans with Disabilities Act (ADA).

ARTICLE 34: PENSION

All employees hired prior to June 1, 2015, and who did not invoke the one-time election to join the Florida Retirement System (FRS) when the City joined FRS, shall continue to participate in the Riviera Beach Municipal Firefighters' Pension Trust Fund (hereafter "Pension Plan") as established by City Ordinance. All annual premium tax revenues received pursuant to Chapter 175, Florida Statutes, will continue to be used in accordance with the current Pension Plan and this Agreement constitutes the mutual consent of the City and the Union, as provided in Section 175.351, Florida Statutes.

All bargaining unit members hired on or after June 1, 2015 shall participate in FRS as compulsory members.

ARTICLE 35: ON OR OFF THE JOB INJURY / ILLNESS / DISABILITY

- A. Following an on-the-job injury, job-related illness, or job-related disability, an employee has a maximum of eighteen (18) months from the date last worked to return to the original duties of the employee's position, with or without reasonable accommodation. Following an off-the-job injury, non job related illness or non job related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without reasonable accommodation. Employees who are temporarily unable to perform the essential functions of their position due to an on or off-the-job injury or medical condition may be temporarily reassigned to a position for which they can perform the essential job functions (Restricted Duty Assignment). Any such temporary reassignment will be at the discretion of the Fire Chief or the designee in collaboration with the Division of Risk Management.
- B. If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within the applicable time period referenced in Section A following an on-the-job or off-the-job injury, job-related or non-job-related illness or job-related or non-job-related disability, the employee will be recommended for termination.
- C. If any employee returns to work within the applicable time period referenced in Section A and has a subsequent recurrence of the same on-the-job or off-the-job injury, job-related or non-job-related illness, or job-related non-job-related disability, the total combined lost time from work shall be as follows:
1. For any on-the-job injury, job-related illness or job-related disability, the absence may not exceed twenty-four (24) months in the most recent thirty (30) month period. If the employee is absent for a combination of twenty-four (24) months during the thirty (30) month period, then the employee will be recommended for termination.
 2. For any off-the-job injury, non-job related illness or non-job related disability, the absence may not exceed eighteen (18) months in the most recent twenty-four (24) month period. If the employee is absent for a combination of eighteen (18) months during the twenty-four (24) month period, then the employee will be recommended for termination.
- D. Restricted duty due to injury or illness.
An employee who incurs an illness or injury or who cannot perform regular responsibilities due to pregnancy may be permitted to work in a restricted duty capacity if available and if the employee's medical condition permits. The work schedule and work assignments remain the right of management. Employees under restricted duty status shall have their

ARTICLE 35: ON THE JOB INJURY / JOB RELATED ILLNESS / DISABILITY
CONTINUED

condition reviewed every ninety (90) calendar days to determine continued eligibility. Restricted duty shall be limited to a period of up to one hundred and eighty (180) calendar days. Such review shall occur by personal physician if non-duty injury and City designated physician if duty related injury.

Employees who are about to reach the one hundred and eighty (180) calendar day limit, may at the sole discretion of the City, have their time limit extended an additional one hundred and eighty (180) calendar days, or a sum total of three hundred and sixty (360) calendar days. This potential extension will be based upon periodic personal physician and City designated physician fitness for duty reviews, and with the understanding that any extension will also be based upon an expectation of full recovery and return to full duty within the total three hundred and sixty (360) calendar day period.

The Union and the City mutually support movement of an employee to maximum medical improvement (MMI) and/or a final determination of long term or permanent disability situations in fairness to the City and to the employee. Any employee working such restricted duty position shall be entitled to the benefits and pay as prescribed in this agreement.

Employees seeking a return to full duty status as a result of use of this benefit or any off duty related illness or injury that results in sick leave use of seventy-two (72) concurrent hours or more for shift personnel or forty (40) concurrent hours or for non-shift employees, may be subject to a fitness for duty examination by a City designated physician prior to being released for full duty.

- E. An employee who is unable to perform the functions of the job due to an on the job or off-the-job injury, job related or non job related illness, or job-related or non-job related disability, where the employee's condition constitutes a serious health condition under the FMLA, will have the time off of work running concurrently, and counted against, any FMLA leave entitlement.

ARTICLE 36: DRUG FREE WORKPLACE POLICY

The City and the Union recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and Union share a commitment to solve this problem and to create and maintain a drug free work place policy.

This policy is implemented pursuant to the drug free work place program requirements under Section 440.102, Florida Statutes, the rules of the Department of Labor and Employment Security, and Division of Workers' Compensation.

The essential parts of this policy are:

- A.** The City prohibits the illegal use, possession, sale, manufacturing or distribution of drugs, alcohol, or other controlled substances on its property. It is also against City policy to report to work or to work under the influence of illegal drugs or alcohol.

For purposes of this policy:

(1) Alcohol means ethyl alcohol (ethanol).

(2) Drug shall have the same meaning as defined according to Florida State Statutes Chapter 440.102 and as described below: A) alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs; employees who have not completed their initial probationary period and test positive for drugs, shall be terminated.

ARTICLE 36: DRUG FREE WORKPLACE POLICY CONTINUED

B. Testing of Employees:

- (1) Reasonable Suspicion Testing:** Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs. A determination of reasonable suspicion shall be made by two ranking officers, one of whom must be of the rank of Captain or above and shall be made in accordance with the factors identified in Florida Statute Section 440.102 as amended from time to time. If any employee disputes the certification of reasonable suspicion, the employee must, nonetheless, submit to a blood/urinalysis test, as ordered by the City, while simultaneously filing a grievance over the order. Such grievance shall be immediately arbitrated under the expedited arbitration rule of the American Arbitration Association. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be preserved and the results of the test withheld until the arbitration process is complete and then either revealed or permanently withheld from the parties based on the arbitrator's ruling. If the test result is confirmed positive after its release upon conclusion of the arbitration process, the employee shall be subject to discipline in accordance with Section H of this Article. Refusal to submit to testing will be grounds for discipline. The results of the blood/urinalysis may be submitted to the arbitrator.
- (2) Routine Fitness Duty Testing:** Employees will be drug tested if the test is conducted as part of a routinely scheduled employee fitness duty medical examination. Employees will be advised through the Union at least thirty (30) days prior to the testing date, that the routine testing procedure process is going to commence (i.e. the bid process). The employees may be tested any time after the thirty (30) day notice period has expired. This routine testing procedure will be conducted pursuant to Article 11, Health and Safety, of this Agreement.
- (3) Follow-Up Testing:** All employees who have been determined to have used drugs in violation of this policy and permitted by the City to return to work will be subject to unannounced follow up drug tests for a period of two (2) years following return to work.
- (4) Return to Duty Testing:**

 - (a)** The City shall ensure that before an employee returns to duty requiring the performance of a safety-sensitive function after an alcohol concentration test result of 0.04 or greater, the employee shall undergo a return duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

ARTICLE 36: DRUG FREE WORKPLACE POLICY CONTINUED

- (b) The City shall ensure that before an employee returns to duty requiring the performance of a safety sensitive function after testing positive for the use of controlled substances, the employee shall undergo a return duty controlled substances test with a result indicating a verified negative result for controlled substances use.

- (5) **Additional Testing:** Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations. Notice will be provided to the employees and the Union and prior to additional drug testing.

- (6) **Post Accident/Incident Testing:** The Department may require any uniform employee to submit to drug testing when the employee is directly involved in contributing to either a job related accident or a job related incident:

 - a) involving the apparent violation of a safety rule or standard which did result in serious injury requiring medical attention; or
 - b) Involving property damage when the employee is determined by the Battalion Chief or higher ranking officer to be at fault; or
 - c) Involving serious bodily injury requiring medical treatment or death to any person; or
 - d) involving a citation to the employee for a moving violation.

Refusal to submit to such screening will be considered an act of insubordination with attendant disciplinary action.

- (7) **Random Testing:** Testing employees for alcohol and controlled or illicit drugs shall be performed. Random selection of employees will be made by a contracted third party performed by an approved random selection computer program. Employees selected for random testing shall be tested on the day the employee is selected on duty. If off duty, the employee shall be tested on the employee's next shift or if the employee is absent from work as a result of a worker's compensation injury, the employee will be tested on the day and shift he would have been otherwise scheduled to work unless a doctor certifies that the employee is unable to do so. The doctor's certification must be provided by the employee within seventy two (72) hours; otherwise the employee must report for testing within the same time period. If the employee is not tested on the next shift, the employee will not be tested and the employee's name shall be placed back in the pool of employees to be tested. The City shall test fifteen (15) employees per quarter.

ARTICLE 36: DRUG FREE WORKPLACE POLICY CONTINUED

C. A Drug Use Information form is a confidential report which must be filled out by employees both before and after being drug tested. This form permits individuals to provide to the Medical Review Officer a list of all prescription and non prescription drugs they are currently using or have used in the last month, as well as any other information, they consider relevant to the test.

D. Prior to testing, the employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.

E. Employees who voluntarily request substance abuse assistance will be allowed to use any available sick leave or vacation leave. If the employee does not have any sick leave or vacation leave, the City may grant the employee leave without pay.

F. Any employee who refuses to submit to a drug test or refuses to disclose the results to the City may be terminated from employment. An injured employee who refuses to submit to a drug test, or has a positive confirmation test, in addition to the above, forfeits eligibility for all workers' compensation medical and indemnity benefits.

G. A list of names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.

H. A non-probationary employee directed to report for Reasonable Suspicion drug testing, who admits for the first time to the use of a prohibited substance to the Fire Chief or designee after being directed to submit to testing but prior to the test being conducted or who tests positive, even for the first offense, shall be disciplined up to, and including, termination in the sole discretion of management. The level of discipline shall not be altered or lessened by an arbitrator who shall construe this Agreement to mean that a positive confirmed drug test shall constitute just cause for any level of discipline issued by management and the level of discipline shall not be subject to arbitration, regardless of whether the employee previously grieved the determination of reasonable suspicion under Section B(1) of this Article. If a probationary employee tests positive for drugs even for the first offense, the employee will be terminated.

A non-probationary employee who admits for the first time to the use of a prohibited substance to the Fire Chief or designee prior to a drug test (other than Reasonable Suspicion) being conducted or who tests positive, and who has not previously tested positive for drug or alcohol use shall receive disciplinary action up to one (1) shift or three (3) days, will participate in the City's employee assistance program provided by the City's insurance, and shall sign a Last Chance Agreement. If a probationary employee tests positive for drugs even for the first offense, the

ARTICLE 36: DRUG FREE WORKPLACE POLICY CONTINUED

employee will be terminated.

An employee who receives a positive Confirmed drug test or alcohol test result may contest or explain the results to the employer within five days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the employer, the person may contest the test results

I. An employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes and Section 59 of the Administrative Code. The lab will maintain the sample until the case or administrative appeal is settled.

J. The following is an illustrative list of all drugs for which the employer may test:

DRUG	Cut Off Ng/ML
Alcohol	.04
Amphetamines	1000
Cannabinoids	50
Cocaine	300
Phencyclidine	25
Methaqualone	300
Opiates	2000
Barbiturates	300
Benzodiazophines	300
Methadone	300
Propoxyphene	300

The City reserves the right to test for any other drug deemed to be illegal by any federal, state, or local law or regulation at levels provided for by applicable law.

K. Employees have the right to consult the testing laboratory for technical information regarding prescription and nonprescription medication.

L. Details of this policy may be obtained from the Department of Human Resources.

M. Employees, as a condition of employment, are required to abide by these guidelines.

ARTICLE 37: PARAMEDIC FIELD TRAINING OFFICER

Section 1: Paramedic FTO

A. Personnel selected to serve as a Paramedic Field Training Officer for the purpose of training state certified paramedics entering or remediating through the department's paramedic preceptor program will receive \$50.00 per week.

B. Application Criteria:

- Must possess and maintain current certification as a Florida State Paramedic.
- Must maintain current certification in Advanced Cardiac Life Support.
- Must obtain and maintain any other certifications as may be required for paramedic certification by the State of Florida.
- Must have maintained full authorization from the Riviera Beach Fire Rescue Medical Director to perform ALS procedures as a primary paramedic for this department for a period of at least one year prior to selection.

Desirable Certifications:

- Successfully completion of Methods and Techniques of Instruction.
- A.H.A. or Red Cross CPR Instructor
- A.H.A. Pediatric Advanced Life Support Instructor
- A.H.A. Advanced Cardiac Life Support Instructor
- Basic Trauma Life Support or Prehospital Trauma Life Support Instructor

C. Selection Criteria

Selection from individuals applying for Paramedic Field Training Officer shall be made semi-annually by the Fire Chief. Selection will be based upon, but not limited to, employee performance, applicable certifications, years of service, recommendations of supervisors, and input by the Medical Director.

D. Positions – From the qualified applicants, the Fire Chief may select up to two (2) Paramedic Field Training Officers per shift. These selections will be based upon the training needs of the department.

Section 2: Training Assignment

The Fire Chief shall have the discretion to assign one employee to a Training Assignment. The employee to be assigned must be selected from among a group

ARTICLE 37: PARAMEDIC FIELD TRAINING OFFICER CONTINUED

of applicants expressing interest in the assignment and possessing at least Fire Instructor I and the appropriate certifications to provide EMS training. The employee assigned shall work a 40 hour workweek during the assignment, shall not count against Kelly Day and vacation selections for shift employees, and shall be paid a five percent (5%) increase in base rate of pay.

- E. Retention of Assignment – Persons shall retain their assignment so long as they remain certified, do not voluntarily relinquish the assignment, and are not removed for just cause. The Fire Chief may remove a person from assignment at any time based upon just cause. “Just cause” may include, but is not limited to, matters bearing upon performance, disciplinary action, or poor attendance.

ARTICLE 38: BEREAVEMENT LEAVE

Section 1: Twenty-four (24) Hour Shift Employees In the case of a death in the immediate family, upon request of the employee, shall be entitled to a total of up to forty-eight (48) non-consecutive hours of paid leave within 14 calendar days of the first full platoon shift following date of death. This leave is not to be considered in addition to any previously scheduled accrued leave but rather may be used in lieu of the scheduled accrued leave.

For the purpose of this section, a previously scheduled Kelly Day falling within the forty-eight (48) hour time period described herein, shall count as twenty-four (24) hours of the total maximum of forty-eight (48) hours bereavement leave.

An additional twenty-four (24) hour scheduled shift day, shall be granted if the employee is in attendance at the funeral within such 14 calendar days and such funeral is held more than two-hundred and fifty (250) miles. If the death occurs while the employee is on duty, the employee shall be entitled to the rest of the shift off with pay.

Section 2: Non-Twenty-Four (24) Hour Shift Employees In case of a death in the immediate family, upon the request of the employee, an employee shall be eligible up to a total of three (3) consecutive working days off corresponding to the normal five (5) business day work week commencing on the first full work day following the employee's notification of the family member death. This leave is not to be considered in addition to any previously scheduled accrued leave time such as vacation, compensatory leave or recognized City holiday, but rather may be used in lieu of the scheduled accrued leave.

Five (5) working days shall be granted if the employee is in attendance at the funeral and such funeral is held more than two-hundred and fifty (250) miles. If the death occurs while the employee is on duty, the employee shall be entitled to the rest of the day off with pay.

Section 3: Immediate Family The immediate family consists of the employee's child, spouse, parent, brother, brother-in-law, sister, sister-in-law, grandparent (both sides), parents-in-law, grandparents in-law and grandchild.

For the purpose of this section, all references to members of an employee's immediate family include those members of the employee's immediate family who are step, half, or adopted members of the employee's immediate family. For the purposes of this section, references to brother-in-law and sister-in-law include only the spouse(s) of the employee's sibling(s) and the spouse(s) of the employee's spouse's sibling(s).

ARTICLE 38: BEREAVEMENT LEAVE CONTINUED

Section 4: With the Fire Chief's approval, an employee may extend family leave by using accrued vacation leave, sick leave or compensatory time.

Section 5: Proof of relationship to the employee must be submitted in the form of an obituary or funeral notice/program upon request by the Fire Chief.

ARTICLE 39: LONGEVITY PAY

A. Longevity Increases – Longevity increases for eligible employees are based upon years of service (seniority) and this anniversary date does not change in the event of promotion. The amount of the longevity increases for eligible employees hired prior to October 1, 2020, are as follows:

<u>Years of Service (Seniority)</u>	<u>% Above Present Rate of Pay</u>
4	2%
8	2%
12	2%
16	2%
20	2%

B. Eligible employees are those hired prior to October 1, 2020. Employees hired or re-hired on or after October 1, 2020, are not eligible for longevity increases.

ARTICLE 40: VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)

Section 1: Local 2928 established a VEBA Trust Fund and Plan (VEBA) to provide eligible reimbursement for qualified benefits permitted under Section 501(c)(9) of the Internal Revenue Code to individuals who satisfy the benefit eligibility requirements to be established by the Board of Trustees of the VEBA.

Section 2: Commencing with the first full pay period beginning on or after April 1, 2021, the City shall begin contributing to the VEBA fund 1% of pensionable wages on a biweekly basis for each bargaining unit employee represented by Local 2928. Such contributions shall cease immediately after the pay period including March 31, 2024. Contributions after the pay period including March 31, 2024 are subject to the parties agreeing to same and if no agreement is reached, the City's contributions shall cease until an agreement is reached.

Section 3: Local 2928 agrees to indemnify and hold the City harmless against any claim, demand, suit, or liability, and for all legal and administrative costs arising in relation to the implementation or administration of the VEBA.

APPENDIX A: PRE-RETIREMENT SURVIVOR'S BENEFITS

Survivor's Benefits: Upon death of a member, benefits shall be paid in accordance with this Section.

A. Death in line of duty:

(1) For members having less than ten years of credited service. If a member dies from injuries received while in discharge of the member's duties, leaving a spouse and/or a child or children, the following benefits shall be paid:

- (a) A refund of contributions in accordance with Section 14-4.3 to the surviving spouse;
- (b) 33-1/3% of the member's total compensation for the year immediately prior to the member's death or remarriage, and
- (c) 25% of the member's total compensation for the year immediately prior to the member's death to a surviving child or children until the last or youngest child marries or attains the age of eighteen (twenty-one if enrolled as a full-time student at an accredited college or university), whichever first occurs.

(2) **For members having ten or more years of credited service.**

If a member dies from injuries received while in discharge of the member's duties, leaving a spouse and/or a child or children, the following benefits shall be paid:

- (a) A refund of contributions in accordance with Section 14-4.3 to the surviving spouse;
- (b) The greater of 33-1/3% of the member's total compensation for the year immediately prior to the member's death or the accrued retirement benefit to the surviving spouse until her death or remarriage, and
- (c) 25% of the member's total compensation for the year immediately prior to the member's death to a surviving child or children until the last or youngest child marries or attains the age of eighteen (twenty-one if enrolled as a full-time student at an accredited college or university), whichever first occurs.

B. Death not in line of duty:

(1) For members having less than ten year of credited service. If a member dies from injuries received not while in discharge of the member's duties, the following benefits shall be paid; a refund of contributions in accordance with Section 14-4.3 to the surviving spouse or named beneficiary.

(2) For members having ten or more years of credited service. If a member dies from injuries received not while in discharge of the member's duties, the following benefits shall be paid; the accrued retirement benefit to the member's surviving spouse or named beneficiary for ten years certain.

APPENDIX B:

Firefighter	Annual Pay	Biweekly
1	\$55,653	\$2,140.49
2	\$58,435	\$2,247.51
3	\$61,357	\$2,359.89
4	\$64,425	\$2,477.88
5	\$67,646	\$2,601.78
6	\$71,029	\$2,731.87
7	\$74,580	\$2,868.46
8	\$78,309	\$3,011.88
9	\$82,224	\$3,162.48
10	\$86,336	\$3,320.60
Driver Engineer		
1	\$63,313	\$2,435.13
2	\$66,479	\$2,556.89
3	\$69,803	\$2,684.73
4	\$73,293	\$2,818.97
5	\$76,958	\$2,959.92
6	\$80,806	\$3,107.91
7	\$84,846	\$3,263.31
8	\$89,088	\$3,426.47
9	\$93,543	\$3,597.80
10	\$98,220	\$3,777.69
Captain		
1	\$71,562	\$2,752.39
2	\$75,140	\$2,890.01
3	\$78,897	\$3,034.51
4	\$82,842	\$3,186.23
5	\$86,984	\$3,345.54
6	\$91,333	\$3,512.82
7	\$95,900	\$3,688.46
8	\$100,695	\$3,872.88
9	\$105,730	\$4,066.53
10	\$111,016	\$4,269.86
Division Chief		
1	\$85,815	\$3,300.57
2	\$90,106	\$3,465.60
3	\$94,611	\$3,638.88
4	\$99,341	\$3,820.82
5	\$104,308	\$4,011.86
6	\$109,524	\$4,212.45
7	\$115,000	\$4,423.08
8	\$120,750	\$4,644.23
9	\$126,788	\$4,876.44
10	\$133,127	\$5,120.26

APPENDIX C

Frozen Sick Leave Bank Balance

Employee #	Balance as of 11/5/2020**
5489	508.9500
4911	671.1000
4029	0.0000
5737	595.8100
6833	0.0000
5640	658.5800
6505	0.0000
5315	391.9300
5600	0.0000
5817	480.7000
6789	0.0000
4275	916.3800
4710	30.9300
5336	814.3300
4473	647.8600
5120	427.2000
5220	78.8800
4483	825.2000
4253	0.0000
6403	0.0000
4930	971.5500
6205	100.4300
5598	730.1300
4474	0.0000
6666	0.0000
6506	0.0000
6669	0.0000
6508	0.0000
5641	207.5800
4558	906.4400
4958	974.1200
5658	0.0000
5599	0.0000
3880	714.9000
6834	0.0000
6334	0.0000

4557	0.0000
6670	0.0000
5876	618.2300
6507	0.0000
6788	0.0000
6340	0.0000
6398	0.0000
6659	0.0000
6660	0.0000
6451	0.0000
5349	215.9200
5488	114.1070
4654	0.0000
5818	125.7200
5644	344.9200
4704	1,135.5700
4956	0.0000
4254	0.0000
5480	173.5570
5642	11.4700
6504	0.0000
4482	949.0700
5307	447.0700
5447	205.3900
4542	0.0000
5246	632.0600
6664	0.0000
6667	0.0000
5597	199.3900
5195	477.2500
4644	744.5700
6338	0.0000
5446	5.0800
5816	0.0000
4625	1,299.8600
5342	98.9400

****Frozen Sick Leave Balance will be updated effective with any usage through the last day of the pay period preceding the first full pay period after April 1, 2021**

LAST CHANCE SUBSTANCE ANDALCOHOL ABUSE AGREEMENT

I, _____, understand and agree that my continued employment with Employer ("Employer") is subject to the following conditions:

1. I understand that, in the Employer's Controlled Substances and Alcohol Testing Procedures, the Employer has identified specific misconduct including, but not limited to, testing positive for controlled substances pursuant to an authorized drug/alcohol test, which is of such a nature that it may result in termination.
2. I acknowledge that I have engaged in misconduct of such a nature, as described in Paragraph 1, above, as to warrant being subject to termination. I further acknowledge that, in lieu of termination, I am being offered this Last Chance Agreement ,
3. As a condition of my continued employment with the Employer, I agree that I will follow all recommendations of the required Employee Assistance Program (EAP). I will return to work and perform all job duties required of me completely free from the influence of alcohol, drugs, controlled substances or any combination thereof and I will not have in my possession alcohol, drugs, or controlled substances while in a job related facility or while performing any job duties. I understand that if I fail to comply with these conditions, test positive for alcohol, drugs, or controlled substances pursuant to a valid test authorized by the Employer, or otherwise violate the Employer's Controlled Substances and Alcohol Testing Procedures, I will be subject to termination. I also understand that if I miss any sessions, meetings, appointments, or treatments required as part of my rehabilitation program set forth by the EAP, I will be subject to termination.
4. I agree that if I am absent from scheduled work during my rehabilitation program, the Employer may require me to submit a written doctor's certification or other documentation explaining the reason for such absence. If I am absent as a result of alcohol or substance abuse, I will be subject to termination.
5. I will pay for all costs of rehabilitation which are not covered under the Employer's benefits plan.
6. To demonstrate that I am complying with the terms of this Agreement and that I am working and performing my job duties free from the influence of alcohol, drugs, or controlled substances, I agree that for a period of two

LAST CHANCE SUBSTANCE AND ALCOHOL ABUSE AGREEMENT
CONTINUED

years from the date of this Agreement and at the Employer's sole discretion, I will submit to six (6) tests to legally detect the influence or presence of alcohol, drugs, and/or controlled substances that the Employer wishes to order pursuant to its independent authority. The test will be without prior notice.

7. I consent to the disclosure and release of information and records to the Risk Manager and Human Resources Director from any medical professional who has treated and/or tested me for the presence of alcohol, drugs, and/or controlled substances based on a test ordered by the Employer. This includes, but is not limited to: information and records regarding any rehabilitation program, diagnosis, prognosis, or testing, and attendance at any required meetings, sessions, appointments, or treatments. In the event that I revoke this consent and waiver, I agree that I will have violated this Agreement and I will be subject to termination.

I also consent to the risk manager and Human Resources Director informing the City Manager and Fire Chief whether or not I am in compliance with the Last Chance Agreement. Except as provided in this Agreement, the City will maintain the confidentiality of this Agreement and related medical records in accordance with applicable law and the collective bargaining agreement.

8. Understand and agree that this Agreement does not affect my ongoing obligation to adhere at all times to the Employer's policies and that I am subject to discipline, up to and including termination, in the event that I violate any Employer policy or otherwise engage in misconduct.
9. I hereby recognize the seriousness of the violations and hereby waive any right of appeal or any other form of redress, including the assertion of a grievance or arbitration either through:
- a. Any provision of the Collective Bargaining Agreement as may be in effect between IAFF Union Local 2928 and the City; or
 - b. The Florida Administrative Procedure Act (Chapter 120, Florida Statutes); or
 - c. Any other provisions under law, or in equity, or in any other manner whatsoever.
10. In the event of future discipline or termination under this Agreement, both the employee and the Union waive any right of appeal or other form of redress with regard to the level or severity of the discipline but reserve the right to grieve the alleged violation of this Agreement after the discipline or termination has been imposed. If an arbitrator concludes

LAST CHANCE SUBSTANCE AND ALCOHOL ABUSE AGREEMENT
CONTINUED

that this Agreement was violated by the employee, the disciplinary action shall be sustained.

11. Employee states and acknowledges that the employee has entered into this Last Chance Agreement knowingly, voluntarily, and of the employee's own free will, and has been provided with the opportunity to consult with the IAFF Union Local 2928 or an attorney prior to executing the Agreement, and after due consideration, the employee fully understands and agrees to all of the terms of this Agreement.
12. Notwithstanding anything in the Collective Bargaining Agreement or any policy or past practice, any violation of, or failure to fully and timely comply with, any and all of the terms and conditions of this Last Chance Agreement shall subject the employee to immediate termination of employment.
13. The parties agree that any termination of Employee's employment arising from or relating to the terms or conditions of this Last Chance Agreement shall be deemed to be for just cause.
14. Employee and the IAFF Local 2928 acknowledge that the terms and conditions of this Last Chance Agreement may differ from, or conflict with, the terms and conditions arising from the Collective Bargaining Agreement. This Last Change Agreement shall not be construed to establish precedent for the resolution of any other claims, suits, grievances, or other purposes, except as contemplated herein. By signing below, the employee and the IAFF Local 2928 acknowledge that they understand and accept the provisions of this Last Chance Agreement, and voluntarily and knowingly enter into it and agree to be bound by its terms.

I UNDERSTAND AND AGREE THAT MY CONTINUED EMPLOYMENT IS CONTINGENT UPON MY SATISFACTORILY COMPLYING WITH ALL OF THE ABOVE TERMS AND THAT MY FAILURE TO DO SO SUBJECTS ME TO IMMEDIATE TERMINATION.

Dated: _____

Employee

Approved by:

Human Resources Director

SIGNATURES

Agreed this 6th day of January, 2021 by and between the respective parties through and authorized representative or representatives of the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., and by the City of Riviera Beach.


IN WITNESS WHEREOF, we have hereunto affixed our signatures this 20th day of January, 2021.

FOR: CITY OF RIVIERA BEACH

**FOR: PROFESSIONAL
FIREFIGHTERS/PARAMEDICS OF
PALMBEACHCOUNTY, LOCAL
2928, IAFF, INC.**

BY: 


JONATHAN EVANS
CITY MANAGER

BY: 

DAVID TOOHEY
2nd EXECUTIVE VICE
PRESIDENT, LOCAL 2928



ANDREW GIONTA
LOCAL 2928 UNION REP.



MARK FLOYD
ATTORNEY, LOCAL 2928

ATTEST: 
BY: _____
CLAUDENE L. ANTHONY, CITY CLERK
CERTIFIED MUNICIPAL CLERK

BY: 

LARA DONLON
CITY LABOR ATTORNEY