



City Council Meeting
City of Greenacres, Florida
Monday, May 4, 2026 at 6:00 PM
City Hall Council Chambers | 5800 Melaleuca Lane

Agenda

Mayor and City Council

Chuck Shaw, Mayor
John Tharp, Deputy Mayor
Peter Noble, Councilmember District II
Judith Dugo, Councilmember, District III
Susy Diaz, Councilmember, District IV
Elisa Leheny, Councilmember, District V

Administration

Andrea McCue, City Manager
Christy Goddeau, City Attorney
Glen J. Torcivia, City Attorney
Quintella Moorer, City Clerk

Call to Order and Roll Call

Pledge of Allegiance

Agenda Approval

Comments From the Public for Agenda Items Only

Special Business

1. **Presentation:** Fire Rescue New Recruit Video. - Chief Phillip Konz, Fire Rescue.
2. **Proclamation:** Teen Mental Health & Trauma - Informed Care Awareness Month and Mental Health Awareness Month, May 2026. - Kenya Chaney Madison, Kaleidoscope Solutions & Co.; Benjamin Dexter II, Youth Programs Assistant Director; and Katherine Murphy, CEO of NAMI, Palm Beach County.
3. **Proclamation:** National Small Business Week, May 3 - 9, 2026. - Raul Fernandez, Greenacres Dryclean and Alterations; Chris Arbour, Greenacres Bowl; and Dr. Charlton Q. Butts, OD, Greenacres Eye Associates.
4. **Proclamation:** Economic Development Week May 4 - 8, 2026. - Dr. Philip C. Harris, Economic Development Director.

Consent Agenda

5. **Official City Council Meeting Minutes:** City Council Meeting Minutes, April 20, 2026. - Quintella L. Moorer, City Clerk.

6. **Resolution 2026-14:** Ratifying the Collective Bargaining Agreements between the City of Greenacres and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc., for both Rank and File and Supervisory Units for the period of October 1, 2026, through September 30, 2029; and authorizing the appropriate City Officials to effectuate the terms of the agreement. - Suzanne Skidmore, Director of Human Resources and Risk Management.
7. **Appointment to serve on the Planning and Zoning Board:** Appointment for Linda Szramiak to serve a three (3) year term. - Andrea McCue, City Manager.
8. **Ratification and Appointment to the Education Advisory Committee:** Ratification for Cassius Johnson to serve another two (2) year term and appointment for Jimmy Lee Peterkin Jr. to serve a two (2) year term. - Andrea McCue, City Manager.
9. **Educational Scholarship Ratification:** - Susy Diaz, Councilmember and Education Advisory Committee Member.

Regular Agenda

10. **Ordinance 2026-02: First Reading:** Amending the City of Greenacres' Budget for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Teri Beiriger, Director of Finance.

Discussion Items - None.

Comments From the Public on Non-Agenda Items

City Manager's Report

City Attorney's Report

Mayor and City Council Report

Adjournment

Meeting Records Request

Any person requesting the appeal of a decision of the City Council will require a verbatim record of the proceedings and for that purpose will need to ensure that such verbatim record is made. Pursuant to FS. 286.0105, the record must include the testimony and evidence upon which the appeal is to be based. The City of Greenacres does not prepare or provide such verbatim record.

Notice of Council Meetings and Agendas

The first and third Monday of each month are regular meeting dates for the City Council; special or workshop meetings may be called, whenever necessary. Council Agendas are posted on the City's website on the Friday prior to each Council meeting. A copy of the meeting audio and the complete agenda may be requested by [sending an email](#) or calling at 561-642-2006.

Americans with Disabilities Act

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with 3 days advance notice of any meeting, by contacting City Clerk Quintella Moorer at Greenacres City Hall, 5800 Melaleuca Lane, Greenacres, Florida. Phone No. 561-642-2006. Hearing Assistance: If any person wishes to use a Listen Aid Hearing Device, please contact the City Clerk prior to any meeting held in the Council Chambers.



Item Summary

Meeting Date: May 4, 2026

From:

Subject: **Presentation:** Fire Rescue New Recruit Video. - Chief Phillip Konz, Fire Rescue.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

None



Item Summary

Meeting Date: May 4, 2026

From:

Subject: **Proclamation:** Teen Mental Health & Trauma - Informed Care Awareness Month and Mental Health Awareness Month, May 2026.
- Kenya Chaney Madison, Kaleidoscope Solutions & Co.; Benjamin Dexter II, Youth Programs Assistant Director; and Katherine Murphy, CEO of NAMI, Palm Beach County.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

None



Item Summary

Meeting Date: May 4, 2026

From: Philip Harris, Director

Subject: **Proclamation:** National Small Business Week, May 3 - 9, 2026. - Raul Fernandez, Greenacres Dryclean and Alterations; Chris Arbour, Greenacres Bowl; and Dr. Charlton Q. Butts, OD, Greenacres Eye Associates.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

None



Item Summary

Meeting Date: May 4, 2026

From:

Subject: **Proclamation:** Economic Development Week May 4 - 8, 2026. - Dr. Philip C. Harris, Economic Development Director.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

None



Item Summary

Meeting Date: May 4, 2026
From: Quintella L. Moorer, City Clerk
Subject: **Official City Council Meeting Minutes:** City Council Meeting Minutes, April 20, 2026. - Quintella L. Moorer, City Clerk.

Background

Analysis

N/A

Financial Information

N/A

Legal

N/A

Staff Recommendation

Attachments:

1. 4-20-2026 CC



City Council Meeting
City of Greenacres, Florida
Monday, April 20, 2026 at 6:00 PM
City Hall Council Chambers | 5800 Melaleuca Lane

Minutes

Mayor and City Council

Chuck Shaw, Mayor
John Tharp, Deputy Mayor
Peter Noble, Councilmember District II
Judith Dugo, Councilmember, District III
Susy Diaz, Councilmember, District IV
Elisa Leheny, Councilmember, District V

Administration

Andrea McCue, City Manager
Christy Goddeau, City Attorney
Glen J. Torcivia, City Attorney
Quintella Moorer, City Clerk

Call to Order and Roll Call

Mayor Shaw called the meeting to order at 6PM. All Councilmembers were present.

Pledge of Allegiance

Agenda Approval

Motion made by Councilmember Diaz, Seconded by Councilmember Dugo to approve the agenda with the addition of adding Resolution 2026-19; Connectivity Project Phase 1 Grant Project.

Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, Councilmember Diaz, Councilmember Leheny.

Comments From the Public for Agenda Items Only

None.

Special Business

1. **Presentation:** Housing Leadership Council of Palm Beach County, Inc. - Suzanne P. Cabrera, President and CEO.

Ms. Cabrera thanked the Council for the opportunity to visit the city. Mentioned the 20th anniversary of the Housing Council. She highlighted a few updates and goals involving housing.

2. **Presentation:** Chili-Cookoff Charity. - Chief Phillip Konz, Fire Rescue.

Chief Konz, welcomed Ms. Alessandra Bouschet, Fire Inspector, and Fire Marshal Tyler Wallwork, Chili Cookout Chair and Co-Chair. Ms. Bouschet thanked the City, sponsors and participants. The Cook-off was able to raise money for great causes. She presented (3) three charities, Firefighter/PM Benevolent Fund Palm Beach County, Firefighters to the Rescue, Inc. and Firefighters on a Mission, each with a check in the amount of \$10,000. Photos were taken.

3. **Presentation:** Education Advisory Committee (EAC) Update. - Councilmember Diaz and Mr. Cassius Johnson, EAC Committee Chair.

Councilmember Diaz welcomed Mr. Johnson to the meeting, and she was happy to have him charging the board. Mr. Johnson highlighted the board was working together to bridge the gap in the city. He spoke on feedback he received from over 17 school visits. He mentioned attendance was an issue in the city. He mentioned most families leave the city for VPK services. Mr. Johnson reviewed the upcoming plans to execute the framework. He was planning to influence a school attendance campaign for schools, post-secondary scholarships, create early childhood plans like VPK and city school connectins.

Mr. Johnson thanked the Council and especially Councilmember Diaz and school leaders. Mr. Johnson asked the Council to assist with growing a generation rooted in learning attendance, early childhood care, scholarship and telling the story of the city.

Councilmember Diaz thanked Mr. Johnson and the committee for their handwork.

Consent Agenda

4. **Official Council Meeting Minutes:** City Council Meeting, April 6, 2026. - Quintella L. Moorner, City Clerk.

5. **Resolution 2026-16:** Approving a First Addendum to the existing agreement between the City of Greenacres and Lifesafety Management, Inc., for installation, monitoring, inspection and maintenance services for the City's fire/burglar alarm and fire sprinkler systems at the new Youth Programs Facility; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.

Motion made by Deputy Mayor Tharp, Seconded by Councilmember Diaz to Approve the Consent Agenda.

Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, Councilmember Diaz, Councilmember Leheny.

Regular Agenda

6. **Resolution 2026-17:** Re-establishing a Charter Review Committee to review, recommend and submit proposed amendments to the city's charter; providing for the composition, objective, meetings and assistance, and providing for an effective date. - Andrea McCue, City Manager.

Ms. McCue highlighted the updated member changes and recommended support of the changes and the approval of the resolution. She mentioned the Council needed to provide recommendations for committee members for service on the board. Ms. McCue suggested starting the board with a clean slate of members.

7. **Resolution 2026-18:** Approving and authorizing the mayor to execute a Sister Cities International Agreement between the City of Greenacres, Florida and the City of Celaya, Guanajuato, United Mexican States; providing for implementation; and providing for an effective date. - Dr. Philip Harris, Economic Development Director.

Dr. Harris welcomed all members via the online Zoom meeting and those in person. Dr. Harris highlighted why the City of Celaya, Guanajuato United Mexican and the City of Greenacres make a great match as sister cities, listing the shared vision of education, community, and goals.

Motion made by Deputy Mayor Tharp, Seconded by Councilmember Dugo to Approve Resolution 2026-18.

Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, Councilmember Diaz, Councilmember Leheny.

He introduced the present visitors and a brief description of the visitors' itinerary. Ms. Ashleigh Manuel, thanked the Council and Dr. Harris for the support. Spanish translation took place during the meeting.

Mayor Juan Miguel Ramirez thanked Dr. Harris, Mayor Shaw, Councilmembers and staff members. Mayor Ramirez mentioned the city was created in 1957, and they had a long way to go and mentioned the city had a long way to go, such as the various departments and a variety of entrepreneurs were interested in the City of Greenacres. He thanked everyone for the support, and he looked forward to working with the city.

Mr. Daniel Nieto Martinez, Secretary of the City of Celaya mentioned that the Mayor was very excited, and he mentioned the City of Celaya was deeply grateful to Dr. Harris for creating this great opportunity. Mr. Martinez stated the agreement was not just paper, it was an open door.

Ms. Socorro Cordova Hurtado, Consul for Press, Media and Political Affairs, Consulate General of Mexico in Miami, thanked the Council, Dr. Harris, City Clerk and the residents for accepting this agreement. She felt the agreement was in place to build bridges to strengthen economics, partnership and friendship.

Dr. Harris thanked Ms. Selene Tapia and Ms. Elisa Martinez for assisting with bridging the gap between Celeya.

Photos were taken.

Councilmember Diaz thanked Dr. Harris for his handwork and effort in building this partnership. She felt this was a great bridge between the cities.

Resolution 2026-19: Approving the Greenacres Safety and Connectivity Project Phase 1 Grant Project through the Palm Beach Metropolitan Planning Organization's Transporation Alternative Grant Program; authorizing the appropriate City Officials to execute the agreement; providing for an effective date.

Ms. McCue stated that she thanked the Council for allowing the item to be added

Discussion Items

8. Building Permits for Homeowner Association Communities. - Andrea McCue, City Manager.

Ms. Denise Malone, Director of Development and Neighborhood Services, and Mr. Durrani Guy, Building Official discussed the current process for HOA permit requirements. Ms. Malone suggested including an affidavit with permit processing. Mr. Guy mentioned a survey had been started with neighboring cities to seek out possible permit processes. He noted the city was currently aligned with common practices.

Councilmember Dugo asked about the process of the affidavit form. Mr. Guy stated the residents were responsible. Councilmember Dugo and Deputy Mayor Tharp agreed with the affidavit process. Councilmember Diaz mentioned the issue was in line with the Home Rule. She felt the HOA wanted help to keep the community in line. She was not sure if the affidavit was the solution. Councilmember Noble questioned the current issues. Ms. Malone highlighted the current process of noticing.

Councilmember Leheny felt the city should not go against the HOA, such as the affidavit. Councilmember Diaz was not sure of what the solution should be. She was not certain the affidavit would work. Councilmember Dugo suggested a letter from the HOA and the affidavit. Councilmember Noble felt he was not educated enough on the issue and did not weigh in. Deputy Mayor Tharp did not want to police the HOA. He suggested the affidavit with a follow-up notification to the HOA.

Mayor Shaw questioned the legal enforcement. Ms. Malone, the city would need to update the Chapter by ordinance in the Code to enforce it. She mentioned that there was currently no way to hold up the permit.

Ms. Malone mentioned staff would return with some language that would hold a HOA permit until the HOA approves.

Comments From the Public on Non-Agenda Items

None.

City Manager's Report

Ms. McCue mentioned World Tai Chi Day, Food Distribution, May 24, Birthday Bash, PBC LOC Luncheon. Congrats Councilmember Diaz on becoming the Vice-President of LOC.

9. Community Recreation Services Department Report.
10. Development and Neighborhood Services Report.

11. Economic Development Report.
12. Finance Report.
13. Fire Rescue Report.
14. Information Technology Department Report.
15. Palm Beach Sheriff's Office, District 16 Report.
16. Public Works Report.
17. Purchasing Report.
18. Youth Programs Report.

Ms. McCue reminded the Council of upcoming events in May. All were listed online.

Ms. McCue mentioned the League of Cities luncheon, and she congratulated Councilmember Diaz as the upcoming Vice-President of the League.

City Attorney's Report

None.

Mayor and City Council Report

Deputy Mayor Tharp congratulated Commissioner Joel Flores on his new satellite's office.

Councilmember Dugo - suggested the City Hall momentum signage be updated so it may be seen. She felt the colors were too dark.

Councilmember Diaz - wished Ms. Michele Thompson a happy birthday. She also commented with the Communications Department on the great footage.

Councilmember Leheny - dittoed Councilmember Diaz comments.

Mayor Shaw agreed with the great content from the Communications Department as well.

Adjournment

7:48PM

Chuck Shaw

Quintella Moorer, MMC

Mayor

City Clerk

Date Approved: _____



Item Summary

Meeting Date: May 4, 2026

From: Suzanne Skidmore, Director

Subject: **Resolution 2026-14:** Ratifying the Collective Bargaining Agreements between the City of Greenacres and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc., for both Rank and File and Supervisory Units for the period of October 1, 2026, through September 30, 2029; and authorizing the appropriate City Officials to effectuate the terms of the agreement. - Suzanne Skidmore, Director of Human Resources and Risk Managment.

Background

After several rounds of negotiations, City Administration has reached an agreement with the Professional Firefighters/Paramedics Union (IAFF) and Supervisory Union for a new three-year collective bargaining agreements.

Analysis

See attached Synopsis of Articles for the IAFF Collective Bargaining Unit Agreement 2026-2029.

Financial Information

Any costs associated with both Collective Bargaining Agreement will be included in the City Budget.

Legal

Both Collective Bargaining Agreements and resolution have been reviewed by our City Attorney.

Staff Recommendation

Approve of Resolution 2026-2029.

Attachments:

1. GAFR 2026 Supervisory Clean Final Copy clerical fix
2. GAFR 2026 Supervisory Legislative Final Copy
3. GAFR 2026 Rank and File Clean Final Copy clerical fix
4. GAFR 2026 Rank and File Legislative Final Copy
5. RESOLUTION 5-4-2026

AGREEMENT
BETWEEN
THE CITY OF GREENACRES
AND
The Professional
Firefighters/Paramedics of
Palm Beach County,
Local 2928, IAFF, Inc.



SUPERVISORY BARGAINING UNIT
October 1, 2026 – September 30, 2029

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ARTICLE 1

PREAMBLE

This Agreement is entered, into by and between the City of Greenacres, Florida hereinafter referred to as the "City" and the Professional Firefighters/Paramedics of Palm Beach County Local 2928, IAFF, Inc., hereinafter referred to as the "Union". It is the purpose of this Agreement to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours and other conditions of employment between the City and the bargaining unit represented by the Union, hereinafter referred to as "members" or "employees".

ARTICLE 2 RECOGNITION

Section 1

The City hereby recognizes the Professional Firefighters/Paramedics of Palm Beach County Local 2928 IAFF, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2

The bargaining unit for which this recognition is accorded is as defined in Certificate Number 1979 granted by the Public Employees Relations Commission on July 30, 2020, comprised of all Battalion Chiefs. All other employees of the City of Greenacres are excluded from the bargaining unit.

Section 3

The parties agree that from time-to-time changes are required to the list of classifications/positions/titles that are "included" and "excluded" from this bargaining unit as noted in PERC Certification Number 1979. The parties agree that they collaborate and jointly file, if possible, for clarification of the unit certification with the Public Employees' Relations Commission to correct the unit certification based any future changes.

Section 4

The City shall send notices and communications with respect to changes to bargaining unit members' wages, hours, and terms and conditions of employment to:

Professional Firefighters/Paramedics of Palm Beach County Local 2928 IAFF, Inc.
3711 S. Congress Avenue
Palm Springs, FL 33461

ARTICLE 3 NON-DISCRIMINATION

Section 1

There shall be no discrimination against any employee covered by this Agreement solely because of Union activities protected by F.S. 447, or because of membership, non-membership or office held in the Union.

Section 2

The parties recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is an addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4 DUES DEDUCTION

Section 1

Upon receipt of a lawfully executed written authorization form from a bargaining unit member, the City agrees to deduct the current regular association dues deduction and two additional deductions as elected by the bargaining unit member biweekly and remit such deduction to the Secretary-Treasurer of the Union within fifteen (15) working days from the date of deduction. Each Fiscal Year, The Union shall notify the City, in writing, the amount to be deducted from each employee and shall notify the City, in writing, thirty (30) days prior to any change. Deductions may be percentage based. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature.

Section 2

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the City's finance director with a copy to the Union.

Section 3

The Union may change the amount of dues (including a program or benefit) one time per Fiscal Year, per employee. The City may deduct \$100.00 from dues, per employee, for any changes thereafter.

Section 4

The Union agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the City of Greenacres to deduct from my wages each pay period an amount equal to the current regular biweekly dues of the Union and the cost of any additional programs or benefits elected by me and to transmit this amount to the Secretary-Treasurer of the Professional

Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc.

Date:

Name:

Address:

Signature:

INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the City of Greenacres to stop deducting from my wages each pay period the current regular biweekly Union dues of the Professional Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc. A copy of this revocation has been forwarded to the Secretary- Treasurer of the Union.

Date:

Name:

Address:

Signature:

Section 5

The Union shall hold the City harmless against any and all claims, demands, and liabilities of any kind whatsoever arising from any action taken or not taken by the City, its members, officials, agents, or representatives in complying with this Section or in reliance upon any notice, letter, or written authorization supplied to the City pursuant hereto.

ARTICLE 5 MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects, provided that the exercise of such right does not have the practical effect of violating specific terms of the Agreement. The rights of the City shall include but not be limited to the following:

1. To determine the organization of City Government.
2. To determine the purpose of each of its constituent departments.
3. To exercise control and discretion over the organization and efficiency of the operations of the City.
4. To maintain the sufficiency of the operations of the City and to set standards for service to be offered to the public.
5. To manage and direct the employees of the City, including the right to assign work and overtime, and to establish, modify, or change rules and regulations applicable to employees covered by this Agreement.
6. To hire, examine, classify (subject to language in this agreement), promote, train, transfer, assign, and schedule employees in positions with the City.
7. To suspend, demote, discharge, or take other disciplinary action and impose sanctions for cause.
8. To increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duty because of lack of work, lack of funds, or any other reason not prohibited by Law.
9. To determine and establish internal security practices, including the right to search all areas of City property (e.g., lockers, computers) and personal effects based upon reasonable suspicion.
10. To determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased and the right to contract and subcontract existing and future work.
11. To determine the number of employees to be employed by the City.
12. To establish, change, or modify the number, types, and the

grades of positions or employees assigned to an organization, department or division thereof, or project.

13. To establish, change or modify duties, tasks and responsibilities or requirements of positions within the City.
14. To establish and revise or discontinue policies, rules, practices, programs, or procedures in Council Policies, Administrative Policies, and/or the Greenacres City Manual of Personnel Policies.

The City and the Union agree to allow qualified applicants who are relatives of current Fire Department employees to be considered for employment, provided that the following safeguards are in place to prevent conflicts of interest;

1. **Exception**

The City and the Union agree that qualified applicants who are immediate family members of current Fire Department employees may be considered for employment within the Greenacres Fire Department, notwithstanding the City's general nepotism prohibitions, provided that these safeguards are observed and that no individual is hired who is a relative of the City Manager, the Fire Chief or the Director of Human Resources.

2. **Prohibition of Direct Supervision**

No employee shall be employed, assigned, or transferred to a position where they are subject to the direct supervision, evaluation, or disciplinary authority of a relative. for purposes of this section, "direct supervision" includes authority over scheduling, work assignments, performance evaluations, promotions, discipline, or any terms and conditions of employment.

3. **Prohibition on Recommendations**

The City's policy regarding the prohibition against a public official advocating or recommending relatives for appointment, employment, promotion, or advancement remains in effect and applicable to the bargaining unit.

4. **Administrative Safeguards**

The Fire Chief, in consultation with the City Manager, shall ensure that no assignment, transfer, or promotion results in relatives being placed within or under the same chain of

command of their relative. If a potential conflict arises due to operational needs, the Department shall make reasonable accommodations, including reassignment, to maintain compliance with this section.

5. Current Standards Maintained

All applicants, including relatives of current employees, must meet the same testing, certification, and qualification standards as any other applicant. Nothing in this Article creates preferential treatment, automatic hiring, or immunity from discipline.

6. Waiver Authority

Consistent with City Policy, the City Manager retains ultimate discretion to determine whether a relative's hiring is appropriate and may grant a waiver provided safeguards are in place.

In the event that civil emergency conditions exist, the provisions of this Agreement may be suspended in accordance with the Public Employees Relations Act, as long as pay, benefits and just cause discipline shall remain in effect throughout.

ARTICLE 6 FIREFIGHTERS' BILL OF RIGHTS

The City agrees to comply with the provisions of the Firefighters' Bill of Rights, Sections 112.82 and 112.83, Florida Statutes. Members shall have only those rights and remedies provided by the statute and court decisions interpreting it.

The City agrees to comply with the provisions of the Firefighters Cancer Benefit, Sections 112.1816, Florida Statutes.

ARTICLE 7 UNION REPRESENTATION

Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party.

If any employee member of the bargaining committee is on duty during negotiation sessions, he/she may attend and participate in said sessions with no loss in pay if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee.

A Union representative may attend two (2) union meetings per month for up to four (4) hours, and any other emergency meeting scheduled during contract negotiations, without loss of pay, and if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee and shall not unreasonably be denied.

The City Manager and Fire Chief shall be notified in writing when there is a change to the appointed Union Representative(s).

ARTICLE 8 UNION BUSINESS

Section 1

The Union agrees that there shall be no solicitation of City employees for membership in the Union, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of Union or affiliated Union literature or any other solicitation activity of the Union during the working hours of City employees; provided, however, that this Section shall not be construed to prohibit communication of official Union business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's meal period.

The Fire Chief will designate the following bulletin board location in the Fire Rescue Department for the use of the Union bargaining unit herein covered:

- a) Kitchen – Station #94
- b) Hallway into bays – Station #95
- c) Hallway into bays - Station #96

The Union may post meeting notices and special information notices on the bulletin boards and on the First Arriving Dash Board for a period not to exceed thirty (30) days. Such notices may include notices of Union meetings, notices of Union elections, notices of Union appointments to office, notices of Union recreational and social affairs and Union newsletters. All notices shall be submitted to the Fire Chief or his/her designee for review prior to posting. Permission to post notice shall not be unreasonably withheld.

All costs incidental to preparing and posting of Union material will be borne by the Union.

Section 2

A Union Representative shall be allotted a reasonable amount of time with a minimum of 30 minutes to meet with all new employees during the first 5 weeks of employment, for the purpose of explaining the Union's role as the Florida certified collective bargaining representative, and to answer any questions regarding the Collective Bargaining Agreement.

Section 3

Any time an investigation is completed, upon request, the Union shall be provided the entire investigative file, together with any proposed discipline, regardless of any bargaining unit member's right to such records. The documents shall be provided to the Union at no cost.

Section 4

There shall be created a pool of time known as Union Time Pool (UTP). Each employee who is covered by this agreement shall contribute four (4) hours of vacation time during the first full pay period of October each year. An employee who is not a member of the Union and who does not wish to participate in the funding of the UTP may opt out of this program by providing written notice to both the City and the Union by September 15 of each year. The Union Time Pool (UTP) may be used for Union business upon approval by the by the Union president or his/her designee.

Authorization by the Union President or designee for an employee to use the Union Time Pool must be submitted and approved in writing before such assignment is effective. The Union Time Pool shall be charged in one (1) hour increments. There will be no cost to the City for any time off related to the use of the Union Time Pool. If time off for use of the Union Time Pool requires a replacement employee who receives overtime pay, the Union Time Pool shall be charged one and one-half hours for every hour worked by the replacement employee.

A minimum of one (1) hour UTP shall be taken by an approved employee. A maximum of three (3) members may be approved at any one time unless staffing requirements prohibit such request.

Use of the Union Time Pool shall be subject to approval of the Fire Chief and or his/her designee. Approval shall not be withheld unreasonably. Under normal circumstances, the Union President or designee shall provide the Fire Chief or designee at least seventy-two (72) hours- notice before the requested use of the Union Time Pool.

ARTICLE 9 SENIORITY

Section 1

Seniority shall be defined as the total length of continuous service in the Fire Rescue Department and shall be computed from the time of appointment. Seniority shall continue to accrue during worker's compensation leave, holidays, vacation, funeral leave, compensatory leave, military leave, UTP Leave, and sick leave approved by the City. Leaves of absence without pay, either approved or otherwise, shall not count towards the accrual of seniority. Seniority for purposes of shift and station selection shall be defined as continuous service within the job code for Battalion Chiefs. The Labor Relations committee shall create a bid policy no later than October 1, 2024, unless otherwise agreed by the Union President and Fire Chief, for approval by the Fire Chief. Once completed, the policy may be amended by mutual agreement between the Fire Chief or designee and Union President. Seniority for purposes of vacation shall be defined as continuous service in the Fire Rescue Department.

Section 2

Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement excluding DROP
3. Resignation
4. Is absent for three (3) consecutive working days without notification to and approval by the City. An employee may be reinstated to his/her position if the position is still vacant, by a showing of good cause to the Fire Chief, subject to the review of the City Manager, of why notification was not possible within three (3) days.
5. Failure to report to the City Manager's Office intention of returning to work within ten (10) days of receipt of recall as verified by Certified Mail, Return Receipt.
6. Failure to report to work at the termination of a leave of absence without pay.
7. Failure to report from Military Leave within the time limits prescribed by law.

Section 3

The City agrees that seniority shall govern the following matters:

1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority. Such lay-offs will be accomplished within the established rank structure.
2. Any employee of rank shall be permitted to drop a grade in rank to preclude layoff consistent with his or her seniority.
3. Employees shall be called back from lay-off according to their seniority. Such call backs will be accomplished within the established rank structure in Section 3-1 of this article.
4. Such actions will incorporate a certified letter to the employee who will specify a ten (10) day time limit for reply as to whether or not he/she wishes to be considered for his/her old position. In any event, no position will be held open longer than ten (10) days after the receipt of the certified letter advising that his/her old position is being held for them.

Section 4

The City shall have the right to determine the means of effectuating necessitated layoffs. The City may impose general across-the-board layoffs, potentially affecting all members of the Bargaining Unit equally, regardless of classification. The City may impose layoffs which may impact specific classifications only, or other layoff formats that the City chooses in order to operate and manage its affairs in all respects.

Section 5

Laid off employees who are qualified for an existing opening in the Fire Rescue Department of the same or lesser rank than their former position which they previously held and remain qualified for (including retaining required certifications) will be recalled for up to one (1) year from the time they are laid off. Laid off employees shall be recalled in reverse order in which they were laid off. In the event of a recall, the City shall notify the employee at their last known address of record with the City by certified mail, return receipt, of such recall and give the employee ten (10) days to reply. It is the responsibility of the employee to keep his/her current address on file with the City. No position shall be held open for an employee for more than ten (10) days after he/she has received the Notice of Recall.

ARTICLE 10 DRUG FREE WORKPLACE

Section 1

Drug tests may be administered by the City pursuant to the drug-free workplace program; Section 440.102, Florida Statutes; and the City of Greenacres Drug- Free Workplace Policy which may be modified as set forth herein.

Section 2

All positions in the bargaining unit are agreed to be special risk and mandatory testing positions, including but not limited to regular and probationary Firefighter/Paramedics, Firefighter/Emergency Medical Technicians, Fire Rescue Captains, Driver Operators, Lieutenants, Assistant Fire Marshals, and Fire Marshals, employed by the City shall be subject to screening for the presence of alcohol or drugs; however, the City shall not conduct random testing. Testing shall be conducted for job applicants, reasonable suspicion, post-accident/injury, and follow-up testing.

Section 3

The City of Greenacres has a longstanding commitment to provide a safe and productive work environment consistent with the standards of the community in which we serve. The use of drugs by City employees, on or off the job, and the state of being under the influence of drugs or alcohol while at work are inconsistent with the law-abiding behavior expected by all citizens and the special trust placed in City employees as public servants. Alcohol and drug use and abuse poses a threat to the health and safety of the City of Greenacres employees and to the security of the City's property and facilities. The City of Greenacres is committed to the elimination of drug and alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to establish the City as a Drug Free Workplace in accordance with the program requirements outlined in Florida Statute § 440.102.

Definitions

"City premises" includes all buildings, offices, facilities, grounds, parking lots, places and vehicles owned, leased, used, or managed by the City of Greenacres or on any site on which the City is conducting business.

"Drug" means 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 these substances.

"Drug Test" means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites.

"Employee" is a person who works for the City on a wage, salary or unpaid basis, who is subject to the control and direction of the City in the performance of their duties. To the extent the individual is covered by this agreement, this definition includes all volunteers and contract employees.

"Follow-up drug testing" means testing at least once per year for a 2-year period following completion of a mandated or voluntary employee assistance program for drug-related problems or a drug rehabilitation program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

"Job Applicant" is an individual who has applied for a Special Risk or Mandatory Testing position with the City covered by this agreement, has been selected and offered the position contingent upon completion of a background check, post-offer physical and drug test.

"Medical Review Officer" (MRO) is a licensed physician who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

"Mandatory Testing Position" is any position, including a

supervisory or management position, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

“Reasonable-suspicion drug testing” means drug testing based on a belief that an employee is using or has used drugs in violation of the City’s policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the City.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work. This type of testing is commonly referred to as “post-accident testing.”
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer’s premises or while operating the employer’s vehicle, machinery, or equipment.

“Special Risk Position” is a position that is required to be filled by a person who is certified as a firefighter by the State.

“Specimen” means a tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure or otherwise fail to adhere to this policy. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04 evidenced by a confirmed positive test result as determined by the MRO.

"Under the influence of drugs" means a confirmed positive test result as determined by the MRO. Note: If an employee with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition) tests positive based on the substance limits for the drug test, it will be reported by the MRO as a positive drug test and will be treated in accordance with all other positive drug tests.

Employee Assistance

The City may assist and support employees who voluntarily seek help for problems with drugs or alcohol before becoming subject to discipline or termination under this or any other City policies. Such employees may be allowed to use accrued paid time off, placed on a leave of absence, referred to treatment providers and otherwise reasonably accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and are required to take and pass follow-up tests without advance notice of testing. Once a drug test has been scheduled, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and possible discipline, up to and including termination, will be enforced.

Work Rules

1. The possession, use, sale, solicitation, or transfer of medical marijuana is not allowed on City premises; employees shall not be

under the influence of medical marijuana while on duty.

2. Whenever employees are working or operating any City vehicle, are present on City premises, or are conducting City-related work offsite, they are prohibited from:

a. Using, consuming, possessing, buying, selling, manufacturing, or dispensing a drug (to include drug paraphernalia).

b. Being under the influence of alcohol or drug.

c. Using, consuming, possessing, buying, selling, manufacturing, dispensing alcohol.

3. The presence of any detectable amount of any drug or alcohol in an employee's system, while performing City business or while in a City facility, is prohibited.

4. The City will also not allow employees to perform their duties while taking prescribed drugs that may adversely affect their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

5. Any drug or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

6. The MRO shall provide employees and applicants an opportunity to provide any relevant information prior to the test, including identification of currently or recently used prescription or non-prescription medications, including those with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition).

a. There are no waivers or exceptions for applicants or employees with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition).

7. Any employee who believes that another City employee is using

or has used drugs or alcohol in violation of this Article shall immediately report that information to their Department Director and/or Human Resources. Failure of an employee to make such report could result in disciplinary action up to and including termination.

Required Testing

1. Pre-employment

All applicants for Special Risk and Mandatory Testing positions and/or those required to drive as part of their position must pass a drug test before beginning work as a condition of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

2. Reasonable Suspicion

Employees are subject to testing as defined above. Recommendations for reasonable suspicion drug testing shall be made by a supervisor, who shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. The employee may request a copy of this documentation. The original documentation shall be kept confidential. Supervisors making such recommendations shall have received "Supervisory Training for EAP." Human Resources shall be consulted before sending an employee for testing. All levels of supervision making this decision must use the Reasonable Suspicion Reporting Form (Attachment B to the Employee Handbook) to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of drugs or alcohol. If the results of the Reasonable Suspicion Reporting Form indicate testing is necessary, the Assistant Fire Chief or designee shall arrange for transportation to the testing facility. Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A Supervisor outside of the bargaining unit or Human Resources must escort the employee; and will arrange for the employee to be transported home.

3. Reasonable Suspicion/Post-Accident

All employees causing or contributing to an on-the-job vehicular

accident, industrial accident, or who sustain and are evaluated and treated for an on-the-job injury will be drug tested as soon as reasonably possible following such incident when the property damage is estimated to exceed \$5,000.00 (as determined in the sole discretion of Risk Management).

All employees causing or contributing to an on-the-job vehicular accident or industrial accident resulting in the death or injury to another requiring medical treatment will be drug tested as soon as reasonably possible following such incident.

Under no circumstance will the employee be allowed to drive themselves to the testing facility under any of the foregoing circumstances. Testing shall generally occur within two (2) hours of the accident, but not after eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any delay after two (2) hours must be detailed in writing by the immediate supervisor on duty at the time of the accident.

Employees will be placed on paid administrative leave while pending test results.

Employees who leave the scene of an accident and/or who do not inform their supervisor or Human Resources of the accident and how to reach them for testing purposes, barring medical-related emergencies, will be considered to have refused testing and may be subject to disciplinary action up to and including termination of employment.

If an employee is injured in the scope of his/her employment and drug tests and/or other medical evidence indicates the presence of drugs or alcohol in the employee's body at that time of the accident, the employee may be required to forfeit any medical or indemnity benefits available under Florida's Workers ' Compensation statute, and may also forfeit eligibility for unemployment benefits. These penalties are in addition to any other penalties that may apply under this Policy or under applicable law.

4. Follow-Up

Employees who have tested positive, or otherwise violated this policy,

are subject to discipline, up to and including termination. Depending on the circumstances and the employee's work history/record, the City may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance agreement after completion of a rehabilitation program pursuant to mutually agreeable terms, which shall include follow-up drug testing at times and frequencies determined by the City for a period of two (2) years. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be subject to immediate termination from employment.

Collection and Testing Procedures

Employees subject to alcohol testing must be driven to a City-designated facility and directed to provide specimens. (Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A Supervisor or Human Resources must escort the employee; and will make arrangements for the employee to be transported home). A specimen level of .04 or greater is reported as a positive test result.

10 PANEL DRUG SCREEN (with over the counter and prescription drugs which could alter or affect test results)*

Consists of:

1. AMPHETAMINES
Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Methamphetamine
2. MARIJUANA (CANNABINOIDS) in all forms
Marinol, (Dronabinol, THC)
3. COCAINE (metabolite)
Cocaine HCl topical Solution (Roxanne)
4. OPIATES
Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine. Empirin with Codeine, APAP w/Codeine, Aspirin w/ Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
5. PHENC YCLIDINE (PCP)

- Not legal by prescription
- 6. METHAQUALONE
Not legal by prescription
- 7. BARBITURATES
Amobarbital, Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Pentobarbital, Secobarbital, Phrenilin, Triad, etc.
- 8. BENZODIAZEPINES
Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Zanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax
- 9. METHADONE
Dolophine, Methadose
- 10. PROPAXYPHENE
Darvocet, Darvon N, Dolene, etc.
- 11. Other Synthetic narcotics not listed herein.
- 12. Alcohol (.04 or higher)

*Due to the large number of obscure brand names and constant marketing of new products, this list cannot and is not intended to be all-inclusive. New drugs will automatically be added to the list of controlled substances based on Florida Statute and federal laws, rules, and regulations.

Employees and job applicants are permitted to consult with a medical review officer for technical information regarding prescription or nonprescription medication.

The laboratory transmits all positive drug test results to a MRO retained by the City, who offers persons with positive results a reasonable opportunity to confidentially report to a medical review officer the use of prescription or nonprescription medications to a medical review officer both before and after being tested, including to rebut or explain the results within five (5) working days after receiving notification of the test result. If the employee's explanation or challenge is unsatisfactory to the MRO, the MRO may report a positive test result to the employer.

The City shall incur the cost of all tests which it requires of applicants and employees. An employee shall incur the cost of any additional

testing not required by the City.

Consequences

Job Applicants who refuse to cooperate with a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense a drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the City believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

The first time an employee tests positive for alcohol or drug use under this policy, the result may be discipline up to and including termination. The City may not terminate, discipline, or discriminate against an employee because the employee has voluntarily come forth to seek treatment for a drug-related problem prior to being directed to submit to a test or engaging in conduct that would result in a test if the employee has not previously tested positive for drug use.

Employees will be paid for time spent during alcohol or drug testing and then placed on paid leave pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include the Fire Chief or designee, City Manager or Designee, and Human Resources.

An employee who is terminated or denied employment as a result of a positive drug/alcohol test, may not qualify for unemployment compensation benefits.

Violating this policy may negatively impact the employee's ability to gain the benefits of workers compensation insurance, COBRA, and/or unemployment benefits.

Confidentiality

Information and records relating to drug test results, drug and alcohol dependencies, and legitimate medical explanations provided to the

MRO should be kept confidential to the extent required by law and maintained in secure files separate from the personnel files. Such records and information may be disclosed among directors, supervisors, and legal counsel on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee.

Inspections

The City reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

Crimes Involving Drugs

The City prohibits all employees from manufacturing, distributing, dispensing, possessing, being under the influence of, or using a drug in or on City premises or while conducting City business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel should be notified, as appropriate, when criminal activity is suspected.

The City does not desire to intrude into the private lives of its employees, but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, the City reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off the City premises.

Any City employee who is arrested or convicted for a violation of a criminal drug statute must notify Human Resources in writing of such arrest or conviction immediately but in no event later than five (5) calendar days subsequent to such arrest or conviction. Employees must keep the City advised of the status of any pending criminal drug or alcohol case. Written notification of any criminal drug or alcohol conviction or other court adjudication of charges withheld, pending, and/or completion of court probation must be provided to Human Resources Division within five (5) calendar days of the court's decision. Based on job function and a failure of an employee to make such report

could result in disciplinary action up to and including termination.

Reasonable Suspicion and Post-Accident Testing Protocol

1. The employee will be advised that the City believes that there is reasonable suspicion that he or she is affected by drugs or alcohol (or due to the nature of the accident the policy mandates this) and that this test is being ordered to confirm or deny this suspicion.
2. The employee will be transported to any one of the City's contracted testing facilities. A Supervisor or Human Resources Designee will accompany the employee. Under no circumstances will the employee be allowed to drive himself or herself to the testing facility.
3. The employee to be tested must present a photo ID (i.e., a driver's license or state ID card) to the testing facility staff before the specimen can be obtained. Ensure that the employee brings the photo ID with him or her when leaving the City premises or accident location.
4. The employee to be tested must sign a consent form provided by the testing facility and authorize release of results to the City. Refusal to sign is addressed under the "Consequences" section of this Article.
5. A City Director/Supervisor must sign as a witness to the collection procedure, along with the tested employee.
6. After returning to the City or when leaving the testing facility, the supervisor/manager or designee must make arrangements to transport the employee home. Under no circumstances will the tested employee be allowed to drive himself or herself home.

Challenges to Test Results

1. Within five (5) working days after receipt of a positive confirmed test result from the MRO, the City will inform an employee or job applicant in writing of the positive test result, the consequences of such results, and the options available to the employee or job applicant. The City will provide to the employee or job applicant, upon request, a copy of the test results.
2. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit

information to the City explaining or contesting the test result, and explaining why the employee believes the result should not constitute a violation of the City's policy.

3. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written explanation as to why the explanation is unsatisfactory, along with the report of positive result, shall be provided by the City to the employee or job applicant; and all such documentation shall be kept confidential by the City and retained for at least 1 year.
4. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the City to have a portion of the specimen retested, at the employee's or job applicant's expense, at another licensed and approved laboratory, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.
5. The employee or job applicant is responsible for notifying the laboratory of any administrative or civil action brought relating to the testing.

Resources

Employees should refer to the City's Personnel Policies Handbook for the names and contact information of local resources for employees in distress.

Section 4

All individuals are prohibited from smoking, using tobacco products, and/or using simulated smoking devices. Employees who violate this policy may be subject to disciplinary action. For purposes of this Article, "tobacco products" include, but are not limited to cigarettes, cigars, chewing tobacco, "dip", and pipe smoking. A "simulated smoking device" includes, but is not limited to, electronic cigarettes, electronic pipes, or other devices intended to resemble or having the appearance of a cigarette, cigar, pipe, or other tobacco product.

Section 5.

This article may be amended by mutual agreement by the Union President and the City Manager or their designees.

ARTICLE 11 LEAVE POLICY

Section 1

Leaves shall be in accordance with the procedures and policies of the City of Greenacres Manual of Personnel Policies on ratification, except as modified below. This article may be amended by mutual agreement between the Union President and Fire Chief.

Section 2

An employee is eligible for vacation leave with pay the first payroll period beginning on or after the employee completes six (6) months of continuous service at which time the employee shall be credited with their first year of accruals.

Paid vacation for bargaining unit employees shall accrue following their 1 year anniversary in accordance with the following schedule on a bi-weekly basis:

	<u>42 Hour Employees</u>	<u>Other Employees</u>
6 months-5 years	96 hours	96 hours
6-10 year	126 hours	136 hours
11-15 years	168 hours	176 hours
16 or more years	216 hours	216 hours

In the first week of October, the Department will advise employees of the available vacation time based on scheduling and staffing concerns. First round selection of vacation must be made between October 16th and October 31st. Selection will be made by seniority in rounds. Round one vacation must be in increments of at least one (1) week (40 hrs. or 48 hrs.). If an employee wants to select more than one (1) week of vacation during round one, additional weeks must be taken consecutively with the first week. After all employees have made their round one selection, Round 2 selection of vacation will take place November 1st thru November 15th. After Round 1 and Round 2, employees may select any remaining vacation time on a first come, first served basis. First and second round vacation selections may only be cancelled up to twenty-one (21) days in advance of the requested leave. Employees shall not be forced to use vacation time each fiscal year.

Section 3

All requests for vacation shall be made at least twelve (12) hours in advance from the start of the requested day. The Fire Chief or his/her designee may at his/her discretion approve vacation time inside of the twelve (12) hour time period if no coverage is needed. Vacations may be canceled in the event of an emergency as determined by the City.

Section 4

In the event that a shift is at minimum staffing levels, leave requests will be limited to one position per shift utilizing vacation time in accordance with this Agreement.

Section 5

There shall be no cap on the amount of vacation hours kept in each employee's bank. In the last pay period of August each year, vacation time in excess of two hundred sixteen (216) hours shall be paid out at the employee's current rate of pay. The payment of leave upon separation and the financial hardship vacation buy-back of vacation leave, or any other payment for vacation leave, shall be governed by the City's policy in the employee handbook as enacted and amended from time to time, except as modified herein. In the event of any such payment, this shall be a separate payment and will have all applicable deductions taken out through the City's normal payroll process.

Section 6

All employees shall be covered by the sick leave policy maintained in the City's Manual of Personnel Policies, except as modified by this Agreement.

Fire Rescue employees assigned to work 24 hour shifts shall accrue sick leave at the rate of one- third shift each month, for a total of four (4) shifts per year.

Employees utilizing sick time must notify the department via the department approved staffing program. Employees utilizing approved sick leave shall not be required to remain at their residence or any specific location during such leave. Employees shall not be obligated to report their whereabouts while on sick leave. Use of sick time greater than 48 consecutive hours may

require a note from a physician.

In the paycheck for the last pay period of each fiscal year bargaining unit employees who have accrued more than 960 hours of sick leave shall be cashed out for all hours above 960 at their regular rate per hour. Employees may opt to receive compensation for one-half of the total number of hours accumulated above 480. This compensation shall be paid at one-half the employee's regular rate per hour, such that for each half-hour of pay, one full hour sick leave will be deducted from the employee's accumulated sick time.

Employees shall be covered by the following sick leave policy:

Years of Service	% of Sick Leave Payout
0 to 5	0%
5 to 10	25%
10+	50%
Normal Retirement*	100%

*When an employee is eligible for and applies for a retirement benefit under FRS or the City Plans

Section 7

Employees working a 40 hour, 5/8 schedule who take sick leave on a holiday, the regularly scheduled day before or the regularly scheduled day after a holiday shall not receive holiday pay. Employees working any other schedule who take sick leave on a holiday, the calendar day before or the calendar day after a holiday shall not receive holiday pay. Employees who work on a holiday shall receive holiday pay notwithstanding any sick leave taken. Bargaining unit employees shall receive eight (8) hours of holiday pay for each City approved holiday, currently 13 per year and Patriot's Day (September 11th), whether or not the employee works on the holiday. 40 hour employees will observe Patriot's Day on the Friday before Easter each year and receive the day off with pay.

Section 8

Shift employees covered by this agreement will receive their holiday pay at straight time in one lump sum in September of each year in a separate payment with all applicable deductions.

The holiday pay benefit for those shift employees who work less than a full fiscal year shall be paid on a pro-rata basis for only those City approved holidays the shift employee has actually earned the holiday pay benefit under Article 11, Section 7 above. Payments shall be paid to shift employees who separate before the end of the fiscal year at the time of the employee's separation.

Section 9

The City reserves the right to require documentation supporting a request for bereavement leave.

40 hr. Employees will receive twenty-four (24) hours of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. The employee may request up to sixteen (16) additional hours of leave, which can be granted in the Fire Chief's sole discretion, with pay which shall not be charged against any other type of leave. The Fire Chief may request appropriate documentation for the need for funeral leave. Employees who need additional time off, regardless of where the funeral takes place, may apply for such leave with the use of vacation leave.

42 hr. Employees will receive twenty-four (24) hours of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. The employee may request up to twenty-four (24) additional hours of leave, which can be granted in the Fire Chief's sole discretion, with pay which shall not be charged against any other type of leave. The Fire Chief may request appropriate documentation for the need for funeral leave. Employees who need additional time off, regardless of where the funeral takes place, may apply for such leave with the use of vacation leave.

Section 10.

Comp time must be used in increments of no less than one (1) hours.

ARTICLE 12 INSURANCE

The City shall provide all bargaining unit members with the same insurance plans (health, dental, life insurance – this brief list is illustrative only and in no way limits or binds the City in providing any type of insurance, but merely states that types of insurance the City currently offers in a non- exhaustive fashion) and provide the same premium payment rates as non-bargaining unit City employees. The City's insurance plans shall be uniform across all employees.

The City may alter coverage provided in this article only after providing the union with notice 10 days prior to the effective date of the change.

The City shall fund the employees' HRA in the amount of no less than \$500 on January 1st of each year. Funds shall be available for use consistent with IRS guidelines and applicable plan rules.

Unused HRA funds shall roll over from year to year and remain available to vested employees for all eligible medical expenses permitted under IRS regulations. Bargaining members who are vested shall not lose or forfeit unused HRA funds at the end of the fiscal year. Members who separate from employment prior to vesting shall forfeit any unused HRA balances.

ARTICLE 13 UNIFORMS AND EQUIPMENT

Section 1

The City shall furnish uniforms to all bargaining unit members who are required to wear uniforms in the performance of their duties.

Section 2

Any uniform or related equipment initially supplied by the City, which is damaged or destroyed while an employee is acting in the performance of his/her official duties, shall be replaced by the City at no cost to the employee, provided the same is not the result of his/her negligence. Such claim of loss must be supported with reasonable proof and shall be subject to the approval of the Fire Chief or his/her designated representative.

Section 3 Fire Certified Personnel Uniforms

Effective October 1 of each year, non-probationary fire certified personnel in the bargaining unit shall receive a uniform credit in the amount of three hundred fifty (\$350.00) dollars to be used for the purchase of approved items from the City's selected vendor which may include, but is not limited to, approved uniforms, approved work-related equipment, approved class A uniform, and approved bunker gear bags. The City shall provide needed firefighting gear to firefighters and uniforms to newly hired probationary employees as listed herein. Effective October 1 of each year following completion of probation, the employee will be provided a three hundred fifty (\$350.00) dollar uniform credit to be used for the purchase of approved items. In the event a unit member loses brass, badges, or any other official identifier, the unit member must immediately report the missing items to the department. The ability to utilize the \$350.00 uniform credit for such items will be made on a case-by-case basis in the discretion of the department. The uniform credit account will close, and all orders must be placed by August 1 of each year.

The City agrees to provide each employee with a two hundred fifty (\$250) stipend on the first pay cycle in January of each year to cover the cost items not offered by the selected uniform vendor.

Personnel who have been certified as TRT shall have the designation on

their uniform.

ARTICLE 14 WORKWEEK

Section 1

Except in the event of an emergency, the City reserves the right to change regular shift (A, B, C, or D) assignments upon seven (7) days' notice. The Department may not change individual shift assignments solely to avoid payment of overtime.

Fire Rescue employees assigned to work 24 hour shifts shall work an average of 42 hours per week over a 28 day work period. The "Spartan Schedule" shall include a repeating work pattern of twenty-four (24) hours on; followed by forty-eight (48) hours off; followed by twenty-four (24) hours on; followed by ninety-six (96) hours off; to ensure an average forty-two (42) hour workweek. The shifts will rotate as follows: A, B, C, D, B, A, D, C.

A 12-month trial period of the Spartan Schedule shall commence upon Oct 1, 2026. No later than thirty (30) days prior to the conclusion of the Trial period, the Union shall conduct a secret ballot vote of all bargaining unit members assigned to 24-hour shifts. The ballot shall present two options:

1. Continue the Spartan Schedule indefinitely; or
2. Transition to a 24/72 schedule, maintaining an average 42-hour work week

The vote shall be conducted by the Union with the results certified in writing to the Fire Chief and City Manager. The schedule chosen by majority vote shall be implemented no later than ninety (90) days after certification of the vote results, unless another implementation date is mutually agreed upon by the Fire Chief and the Union President.

In the event of a tie or if no option receives a majority of votes cast, the work schedule in effect on the final day of the Trial period shall remain in effect unless and until changed through collective bargaining or mutual written agreement of the parties.

Section 2

Employees shall be paid at an overtime rate for all hours worked outside their regularly scheduled work hours.

Section 3

Off-duty employees called out to work shall be paid a minimum of three (3) hours overtime.

Section 4

Compensatory time may be offered to 40hr employees in lieu of overtime pay, subject to the following situations:

- A. The Fire Chief shall have the option of offering compensatory time in lieu of overtime pay at a minimum rate of time and one-half ($\frac{1}{2}$).
- B. Once offered, an employee shall have the option of receiving compensatory time in lieu of overtime pay.
- C. There shall be a maximum accrual of forty (40) hours for 40hr employees. Any time in excess of this shall be paid at the appropriate rate of pay for the hours worked.
- D. If an employee is permanently separated from the City, the employee shall be compensated for any unused compensatory time.

ARTICLE 15 SHIFT EXCHANGE

Section 1

Employees may exchange shifts or parts of shifts with another “qualified” employee (“qualified” being any employees who are listed on the final promotional register, or an employee of the same rank) with prior approval of the immediate supervisor of the employee requesting the exchange. Approval for exchanges of time shall not unreasonably be denied. All employees seeking to swap shifts must have 36 hours of sick leave accruals available prior to and during each shift on which a swap is to take place in order to be able to comply with Section 3 below. If any requesting employee falls below 36 hours of accrued sick leave, the remaining requested shift swaps will be placed on hold until the sick leave bank accruals are replenished to 36 hours or will be cancelled. Probationary employees cannot participate in shift swaps. The Fire Chief or designee has the discretion to allow exemptions to this paragraph in extenuating circumstances.

Section 2

Shift exchanges must be accomplished within twelve (12) months. Shift exchanges shall not result in the City incurring overtime liability it would not otherwise incur.

Section 3

Employees are responsible for making all exchanges, subject only to approvals as described above. An employee who accepts a shift exchange is responsible for working that exchange, and will be subject to disciplinary action for non-attendance. If the employee who is scheduled to work a shift exchange does not report to work or is absent from any work time during that scheduled shift exchange (including but not limited to on/off duty injury, severe illness or pregnancy) , that employee will be charged the time from his/her leave accruals required to cover his/her absence, which shall be charged to the employee’s accruals at the time and one-half rate if any overtime costs are incurred by the City to obtain coverage for that employee. An employee whose accruals are charged shall also remain subject to disciplinary action for non-attendance.

Section 4

Employees must work their end of all exchanges, and compensation in any other form may not be used to repay an exchange. If an employee quits and owes other employees exchanged shifts, the employees affected are not owed any compensation from the City.

Section 5

Shift exchanges for educational purposes will not be denied if they otherwise meet the requirements of this Article.

Section 6

Shift exchanges between employees of different ranks must be scheduled on shifts in which both employees are scheduled to work in the same rank.

ARTICLE 16 SALARY PLAN

Section 1

Promotions - Employees who are promoted to Battalion Chief will be placed at the lowest step providing an increase of at least five percent 5% above their current rate of pay or the highest step. The date the promotion becomes effective will become the employee's new anniversary date.

The City and bargaining unit agree to create a new Probationary Step (also known as Step 0 on the new salary schedule for probationary employees. Upon successful completion of the employee's probationary period, the employee will be slotted into step 1 of the new salary schedule.

Section 2

- A) First year; October 1, 2026 through September 30, 2027.

Attached to this agreement is a new salary schedule for 2026-2027. Employees who were in step 7 or Step 8 under the prior salary schedule shall be placed into Step 6 of the new salary schedule upon implementation of this Agreement. All other employees shall remain at their current step placement and shall continue to progress in accordance with Section 3.

- B) Second Year: October 1, 2027 through September 30, 2028 including a 5% across the board increase.

The salary schedule for year two of this Agreement is attached hereto and shall be implemented.

- C) Third Year: October 1, 2028 through September 30, 2029 including a 5% across the board increase.

The salary schedule for year three of this Agreement is attached hereto and shall be implemented.

Section 3

Effective on the employee's anniversary date, the employee shall move to

the next level on the salary plan. If an employee reaches the top of the salary plan, said employee shall receive no increase.

Section 4

Assignment Pay –

24-hour Shift Employees assigned to work a 40hr work week shall receive a 10% increase to their current salary.

Employees assigned to work in a position outside the bargaining unit shall have their regular rate of pay increased by 5% for all hours worked in such assignment.

Section 5

Employees with ten (10) or more years of service shall receive an annual payment of \$500.00, employees with fifteen (15) or more years of service shall receive an annual payment of \$750.00, and employees with 20 or more years of service shall receive an annual payment of \$1,000.00 with all necessary and applicable deductions during the normal payroll process. This annual payment will be processed during the payroll period after the employee's anniversary date.

Section 6

Nothing in this Agreement will require the payment of wage increases of any kind after the expiration of the Agreement.

Section 7

The City and Union may agree to exercise a re-opener of Article 16, Section 2, of this Agreement for the limited purpose of re-negotiating the across the board increases provided therein, in the event the City realizes economic losses that render the across the board increases unaffordable. The City and Union shall agree to reopen between May 1, 2027, and 5:00 pm on June 1, 2027, to re-negotiate for the Second Year and between May 1, 2028, and 5:00 pm on June 1, 2028, to re- negotiate for the Third Year. These deadlines shall be strictly enforced. Failure to agree to re-open within the time frames established herein shall constitute a waiver of the City's right to re-open for that fiscal year.

Section 8 Investigator Incentive

Employees who are certified by the State of Florida as Investigator 1 shall receive a \$500 annual incentive with all necessary and applicable deductions during the normal payroll process. The annual payment will be processed after the first payroll of the employee's anniversary date.

Employees who are certified by the State of Florida as Investigator 1 and perform the duties on an Investigator shall receive a \$2,000 annual incentive with all necessary and applicable deductions during the normal payroll process. The annual payment will be processed after the first payroll of the employee's anniversary date.

Section 9 Education Incentive

Employees who complete the following State of Florida Certifications or College Degree shall receive the corresponding increase above their base rate of pay:

Fire Inspector 1	1%
Fire Officer 2	1%
Fire Instructor 2	1%
Incident Safety Officer	1%
Bachelor Degree	2%

Section 10 Selection Procedures for Staff Assignments

These positions are paid as an assignment; not as a promotion. Below describes the selection procedure for staff assignments.

When in the discretion of the Fire Chief a vacancy exists in the position of Staff Assignments, all employees of Greenacres Fire Rescue may submit an application, the Fire Chief shall institute a selection process for the specific position being sought. The requirements for the position, including preferences, shall be posted prior to selection. A representative of the Union, appointed by the Union President, may be present during interviews conducted by the Fire Chief. The final selection of candidates shall be made in the sole discretion of the Fire Chief. Employees selected have no property right or expectation of maintaining this position and may be removed in the sole discretion of the Fire Chief upon two pay periods written notice. Such removal shall not be subject to the grievance and arbitration procedure. Staff

Assignments who are removed shall be returned to the position from which they came, or one position above the position from which they came, for which they have successfully tested, in accordance with the provisions of this Article. No personnel in the classification to which the employee is returned shall be removed, and any other staffing shall be addressed through attrition. Staff Assignments may sit for promotional examinations but may only accept one (1) promotion within the bargaining unit while working such assignment and must complete probation for that promotion. Staff Assignments returning to the field shall work in the field for a minimum of six (6) continuous months in the accepted position noted above before accepting another promotion.

A position left vacant, as a result of an employee assigned to the position of Staff Assignments, shall be filled within two pay periods from the date the vacancy was created.

Any Staff Assignments that returns to the field, for any reason within two pay periods of assignment will return to their previous bid assignment, regardless of whether the position has been filled.

Staff Assignments returning to the field after two pay periods of assignment will be carried extra (above and beyond the established complement) until the next available opening in the rank that the Staff Assignment returns to. At the time of the next vacancy in the rank, the returning Staff Assignment shall be placed in the vacant position.

Section 10 Demotions

Bargaining unit members may request a demotion to the last position held. The request shall be submitted to the Fire Chief for approval. No demotion shall displace a currently promoted employee. In the event no vacancy exists the employee shall be carried extra and fill the next vacancy in the position.

Employees requesting and granted demotion shall be placed in the salary step of the rank to which they are demoted that they would have attained had they remained continuously in that rank without promotion.

ARTICLE 17 SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A grievance shall be defined as a dispute over the interpretation or application of the specific provisions of this Agreement.

Section 2

Should the City wish to press a grievance, such grievance must be presented to the Union for a response. The Union shall have ten (10) calendar days in which to submit a written response. The City may appeal the Union's response to arbitration pursuant to Section 4 of the procedure below.

Section 3

In a mutual effort to provide harmonious relations between the parties to this agreement, it is agreed to and understood by both parties that there shall be a procedure in this department for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this agreement as follows:

- Step 1. The aggrieved employee or a union representative may present a written grievance to his/her Battalion Chief within ten (10) calendar days of the occurrence or knowledge of the matter-giving rise to the grievance. The Battalion Chief shall attempt to adjust the matter within his/her authority and respond to the party presenting the grievance within ten (10) calendar days.

- Step 2. If the grievance has not been satisfactorily resolved in Step 1, the Union representative and/or the aggrieved employee may appeal the grievance to the Fire Chief, within ten (10) calendar days after the time the response from the previous step is due. The Fire Chief shall respond, in writing, within ten (10) calendar days to the employee and Union.

- Step 3. If the grievance is not satisfactorily resolved in Step 2, the aggrieved employee or the Union may appeal the grievance to the City Manager, in writing, within ten (10) calendar days of the date the response was due in Step 2. The City Manager shall

respond in writing within ten (10) calendar days to the employee and the Union.

Note: The time limits set forth may be waived only by mutual agreement, in writing, between the parties. If the Union fails to advance a grievance within these time limits, the grievance will be treated as withdrawn with prejudice.

If the City fails to respond to the grievance within these time limits, the grievance will be treated as denied, effective on the date the response was due. For grievances relating to more than one (1) bargaining unit member, the Union may file a grievance on behalf of all affected Union members at the Step at which there is authority to resolve the grievance.

Section 4 Arbitration Referral

1. If the grievance is not resolved at Step 3 of the Grievance Procedure, the Union may, within (10) calendar days of the date of the response was due in Step 3, submit a request for arbitration to the City Manager. In general, grievances, either the Union or the City may request to take the issue or grievance to arbitration. For grievances filed by an employee or by the Union, the Union shall have the exclusive right to refer a grievance to arbitration except where the Union elects not to represent an employee due non-membership in the Union, in which case the employee may proceed in accordance with Chapter 447, Fla. Stat.
2. If the parties fail to mutually agree upon an arbitrator within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals from the Federal Mediation Conciliation Service (FMCS) shall be requested by either party, with a copy of the request sent to the other party. Within ten (10) calendar days after the receipt of the list, each party may reject one panel. The party rejecting the panel will pay for the next panel. Once a panel is approved, the parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. The party bringing the grievance shall cross out the first name. Failure of the parties to select an arbitrator within thirty (30) calendar days of receipt of the panel from FMCS will be considered a withdrawal of the grievance with prejudice.

3. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
4. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any issues not submitted.
5. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the union and employer, except as provided by law.
6. The arbitrator's fee and expenses shall be borne equally by the parties bringing the grievance.
7. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.
8. The arbitrator shall be requested to tender his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the close of the hearing.
9. In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator, which shall allow any monetary payment, damages or accruals for more than five (5) working days prior to the date when such grievance shall have been first submitted in writing.
10. Upon receipt of the arbitrator's award, corrective action, if any will be implemented as soon as possible.
11. If either party to this agreement requests a copy of transcripts of the arbitration hearings, both parties will share equally the cost of such transcripts.
12. If the party requesting arbitration does not advance the prosecution of the case by, at a minimum, scheduling a date for the hearing, within 60 calendar days of the selection of the arbitrator or 120 calendar days of the grievance being advanced to arbitration, whichever shall last occur, the grievance shall be deemed withdrawn.

Section 5

Non-Probationary employees may appeal disciplinary suspensions of greater than two days, disciplinary demotions or discharges to arbitration under this Article. Notwithstanding the above, non-probationary employees

may appeal to arbitration a second suspension of two days or less received within one year. Non-probationary employees may appeal lesser disciplinary penalties through Step 3 of the grievance procedure, and the City Manager's response shall be final. Newly hired probationary employees shall not have the right to appeal discharge.

ARTICLE 19 WORK STOPPAGES

Section 1

There will be no strikes, work stoppages, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this Agreement. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the employees covered by this Agreement.

Section 2

Recognizing that Florida law prohibits the activities enumerated in Section 1 above, the parties agree that any member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.

Section 3

It is recognized by the parties that the activities enumerated in Sections 1 and 2 above are contrary to the ideals of the professionalism and to the Fire Rescue Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article the City shall be entitled to seek and obtain legal and/or equitable relief available in any forum.

ARTICLE 20 PENSION

Section 1. All eligible unit employees shall continue to participate in existing City pension plans.

Section 2. Deferred Retirement Option Plan (DROP).

The pension benefits and employee contributions currently provided for bargaining unit members through the City of Greenacres Police Officers and Firefighters Retirement Plan will be maintained for the duration of this Agreement, except as provided below. The pension changes provided below will take effect on October 1, 2020, or upon implementation of the changes if later (the "effective date"), except as otherwise specified.

Deferred Retirement Option Plan

- A. A deferred retirement option plan ("DROP") shall be established for firefighters on the effective date. The DROP shall be part of the pension plan, and shall contain the following eligibility and participation provisions.
 - 1. A member who attains normal retirement eligibility (age 55 with at least six years of credited service or 25 years of credited service regardless of age) shall be eligible to participate in the DROP. A member may defer participation in the DROP until age 59 or 33 years of service, whichever occurs first.
 - 2. A member must make a written election to participate in the DROP on a form provided by the City. A member's election to participate in the DROP shall be irrevocable.
 - 3. An eligible member may participate in the DROP for a maximum of 8 years.
 - 4. A member who elects to participate in the DROP shall be required to terminate City employment no later than the end of the maximum DROP period. A member who elects to participate in the DROP may terminate DROP participation and City employment sooner than the end of the maximum DROP period, with at least 30 days' advance written notice to the City.
- B. DROP plan features.

1. An eligible member who elects to participate in the DROP will be considered to have retired for purposes of the pension plan. The member's monthly retirement benefit, determined in accordance with the plan based on years of credited service and average final compensation at the time the member enters the DROP, will be paid into the member's DROP account every month during the DROP period. Member DROP accounts are notional accounts, used only for the purpose of calculating DROP benefits, and are not separate accounts within the pension plan. The monies allocated to member DROP accounts shall be invested by the pension board in the same manner as other plan assets, and members shall have no control over the investment of DROP accounts.
2. No member contributions shall be required after a member enters the DROP, and the member will not accrue any additional credited service or any additional benefits under the pension plan after entering the DROP.
3. A member who elects to participate in the DROP shall not be eligible for disability or preretirement death benefits under the pension plan after DROP participation begins.
4. During a member's participation in the DROP, the member's monthly retirement benefit will be paid into the DROP account. The member's DROP account will earn interest at the rate of 3% per annum, compounded monthly. The DROP account shall not earn interest after the member's DROP participation ends.
5. Within thirty (30) days following a DROP participant's termination of city employment or death, the member, or in the event of the member's death the member's designated beneficiary, may submit a written election on a form approved by the pension board, to receive the member's entire DROP account balance, which shall be distributed to the member (or in the event of the member's death to the member's designated beneficiary or estate in accordance with paragraph 6 below) in a cash lump sum, unless the member elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the member in a direct rollover. Any such direct rollover would be accomplished in accordance with

IRS regulations and the pension plan. In the event a member or designated beneficiary does not submit a written election to receive a distribution of the member's DROP account balance within thirty (30) days following the member's termination of city employment or death, the DROP account shall be maintained but shall not earn interest.

6. If a DROP participant dies before his or her DROP account is distributed, the participant's designated beneficiary shall have the same rights as the participant with respect to the distribution of the DROP account. The member may change the designated beneficiary no more than two times during the member's participation in the DROP. Such change must be on a form prescribed by the City, signed by the member, and filed with the board. If the member has not designated a beneficiary, the DROP account balance shall be paid to the member's estate.
7. Participation in the DROP is not a guarantee of continued employment. DROP participants are subject to the same employment policies and standards as employees who are not in the DROP.
8. A member who participates in the DROP shall be eligible to receive payment for unused sick leave as follows:
 - a. Upon separation from employment – up to 960 hours at 100% of the employees' hourly rate; and
 - b. During DROP – an employee may receive payment for accrued sick leave in excess of 960 hours at 50% of the employees' hourly rate.
9. The DROP account distribution, along with other benefits paid by the pension plan, is subject to limitation under Section 415(b) of the internal Revenue Code.
10. The pension board may adopt any rules for administering the DROP that are necessary to maintain compliance with the Internal Revenue Code.

COLA. The 3% annual cost of living adjustment on pension benefits shall be paid beginning 1 year after separation from the City of Greenacres.

Chapter 175 Premium Tax Revenues.

Mutual Agreement: The City and Union mutually agree that the first \$160,796 in annual Ch. 175 premium tax revenues will continue to be used to reduce the city's pension contributions, and any annual Ch. 175 premium tax revenues received in excess of \$160,796 shall be used to fund the Share Plan; provided, if the City's pension contribution should exceed 25% of payroll in any plan year based on the most recent actuarial valuation for the plan, up to 50% of the excess premium tax revenues above \$160,796 shall be used to reduce the City's pension contribution, as needed to reduce the City's contribution to 25% of payroll.

Section 3. 457 Matching Plan:

Effective October 1, 2025, the City shall match bargaining unit employee contribution to the City approved Chapter 457 Deferred Compensation Plan at a rate of 50 cents (\$0.50) for every one dollar (\$1.00) contributed to such plan up to a maximum of one hundred twenty dollars (\$120) per month (\$1,440 annually) to be contributed by the City on behalf of each bargaining unit employee.

ARTICLE 21 TEMPORARY DISABILITY LEAVE

Section 1

Certified employees shall be permitted up to twenty-four (24) months to return to full duty after : a serious injury in the line of duty caused by traffic at a scene or sustained during fire combat, treatment of a person, vehicle extrication, while engaged in fire rescue activities, or any illness on or off duty. The City Manager or designee may approve these benefits for off duty physical injury at their sole discretion. If available, the City may provide the employee with light duty assignments that comply with any medical limitation the employee may have during the time the employee cannot perform his or her full duty assignments under this Article. The City has the right to assign such light duty across any City department and shall not be confined to only assign bargaining unit members to light duty within the fire department. While on such restricted duty, the member's rate of pay shall not be adjusted; however, the City will provide up to eight (8) hours (1.6) hours per day not to be fractionalized) of straight time in each work week so that members who are working a forty (40) hour weekly schedule will have the opportunity to maintain forty-eight (48) hours of pay in the workweek. If the employee cannot return to full duty upon the expiration of the twenty-four 24 months described above, the employee's employment with the City may, in the sole discretion of the City Manager, be terminated.

Employees sustaining such injuries and are not assigned light duty assignments as described above shall receive up to \$175 per week in addition to their workers' compensation benefits; provided that in no case shall they receive more than 100% of their average take home pay over the 13 calendar weeks before the date of the injury.

This section is intended to cover serious injuries that may occur due to the unique hazards of fire/rescue activities and is not intended to cover injuries that could be sustained by other non- special risk City employees. For any injury sustained that could be sustained by other non-special risk City employees, as described above, the City's normal workers' compensation policy in the City's employee handbook shall apply in place of this Article.

For any bargaining unit member that is out on temporary disability leave or workers' compensation leave—regardless of any timeframe described in this

article—in the event a medical provider certifies or provides information that the employee has reached maximum medical recovery or improvement (MMR or MMI) but the employee still cannot perform the essential functions of the employee’s job description, the employee’s employment with the City may, in the sole discretion of the City Manager, be terminated.

In the event of a dispute as to whether the employee is fit to return to duty at the end of the twenty-four(24) month period allowed above, or in the event of a dispute as to whether an employee has reached MMR/MMI, the City and the Union shall mutually agree on a third-party physician to perform and independent evaluation with the conclusion of the third-party being final and binding. The cost of this third-party evaluation is split evenly between the City and the Union.

Section 2

Except as provided for in this Article, the City’s Manual of Personnel Policies shall determine the level of benefit, if any, provided to all City employees who become temporarily disabled. Employees who are temporarily disabled as a result of a non-job related illness or injury shall have 18months to return to full duty, which may be extended an additional 90 calendar days at the sole discretion of the City Manager, and may, at the sole discretion of the City, be assigned to light duty. This light duty cannot be refused by the employee. Moreover, for any non-job related injury impacting the employee’s ability to perform this position in a full duty capacity, the City shall have the right to send the employee, at the City’s expense, to a doctor of the City’s choosing for a second opinion.

Section 3

Any employee that is out on workers’ compensation leave or temporary disability leave as described herein, shall not accrue any paid time off (vacation, sick, holiday, or otherwise) except when utilizing his or her accrued leave. The employee shall first use any and all accrued time earned in each payroll period to supplement workers’ compensation. Once that accrued time is exhausted in that particular payroll period, the employee shall utilize any and all accrued leave time to supplement their workers’ compensation benefit.

Section 4

Nothing in Article 21 shall prevent the City from placing an employee into another job/position within the City in lieu of termination. However, the City will have no obligation to do so, and any placement will be in the sole discretion of the City Manager. In the event this type of placement is made, the employee will no longer be a bargaining unit member, unless placed in a bargaining unit position, and will be placed at the appropriate wage and benefit level for the new position.

Section 5. Communicable Diseases

Fire Rescue shall designate an Infectious Disease Coordinator to manage this program.

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

- Tetanus
- Hepatitis (Type A and B)
- Rubella (for females of childbearing ability)

Said immunizations may be provided through the City's insurance policy.

ARTICLE 22 RESIDENCY

The employees assigned to a 40hr work week shall be provided with take home vehicles, which may be taken out of Palm Beach County with authorization from the Fire Chief.

ARTICLE 23 EDUCATION

The City is committed to advancing the education of its Fire Rescue employees.

Subject to employee application and approval by the City, the City will reimburse regular, full-time employees' tuition and education costs for approved coursework relating to their job duties or leading to a degree relating to their job based on academic performance with a passing grade.

Employees receiving a grade of "D" or below will not be eligible to receive tuition or educational reimbursement. The City will not reimburse employees for courses which the employee receives a grade of "PASS" or "FAIL," unless no other grade option is available for the course and the course is approved by the City Manager or designee. In those instances, employees enrolled in classes offering only "Pass/Fail" will be reimbursed 100% for achieving a passing grade.

The total annual amount a regular, full-time employee may receive per fiscal year from the City for tuition and educational reimbursement may not exceed \$2,500.00 for non-degree seeking individuals and \$3,500.00 for degree seeking individuals, these limits are separate and shall not be combined. No employee may receive more than \$3,500 in any fiscal year. Employees who are eligible for tuition and educational benefits under any other tuition refund or incentive program, policy, or agreement, are not eligible for tuition and educational benefits from the City. The City agrees that \$16,000.00 shall be budgeted and made available in 2027 \$18,000 shall be budgeted and made available in 2028 and \$20,000 shall be budgeted and made available in 2029 for tuition reimbursement to the members of this bargaining unit, which shall be the same budgeted money established pursuant to the Rank and File agreement and not an additional amount. This money must be used consistent with this article, but the parties also agree that the above noted amount shall be available only for use during each fiscal year of the term of this Agreement.

To be eligible to participate in the program, employees must: be full-time non-probationary employees; be in good standing without having received any suspensions during the last twelve (12) months, and have a current performance evaluation that reflects an overall rating of satisfactory or above

if applicable; be in a paid status; pursue job related undergraduate and graduate level courses taken for academic credit leading to Associate's, Bachelor's, Master's, or Doctoral Degrees through accredited colleges and universities accredited by organizations recognized by the U.S. Department of Education and verified at <http://ope.ed.gov/accreditation/Search.asp>. Employees working through a probationary period due to promotion and not new hire, are eligible for this benefit. The exclusion of probationary employees only applies to newly hired employees that are working through their new hire probationary period.

Employees interested in participating in the City's Tuition and Educational Reimbursement Program should submit a copy of the "Application for Tuition and Education Refund" to the Fire Chief for review and consideration prior to registration for the coursework. The Fire Chief will review and complete the form. The Fire Chief (or designee) will coordinate any further review and processing of the application.

All approved applicants must resubmit the original application form, along with original receipts for tuition books, and original grade report the Fire Chief for reimbursement, no later than 30 days from receipt of the grade(s). As appropriate, the City Manager will authorize payment under the Program. Employees who are candidates for certificates or degrees must also submit a statement from their Academic Department representative, or other acceptable documentation as determined by the Fire Chief, indicating the title of the degree or certificate sought and the field of specialization.

Employees receiving tuition and educational reimbursement from the City will be obligated to remain employed by the City for a minimum of three (3) years from the date of tuition and educational reimbursement. Employees who leave the City's service, whether voluntarily or involuntarily (e.g., performance or disciplinary-based terminations), within three (3) years following tuition and educational reimbursement will be obligated to refund the tuition and educational benefits provided by the City through deductions from their final payroll check based on the following schedule:

Leave the City's Service Within 1 Year of Tuition and Educational Reimbursement: 100% Refunded to the City

Leave the City's Service Between 1 Year and 2 Years of Tuition and Educational Reimbursement: 80 % Refunded to the City

Leave the City's Service Between 2 Years and 3 Years of Tuition and

Educational Reimbursement: 70% Refunded to the City

Employee utilizing this benefit shall use the form provided in the City's Personnel Policies Handbook.

ARTICLE 24 STAFFING AND OVERTIME

Section 1: Overtime

An unanticipated vacancy is defined as a vacancy which occurs within 12 hours of shift change. The city may fill the unanticipated vacancy with a step up employee. In the event there is not a step up employee available the employee in the seat where the vacancy occurred will be offered overtime first. If the overtime is not filled, it then shall be offered first by hours worked then by seniority in the following order:

1. Employees who are on duty and in the same position;
2. Employees who are off duty and in the same position,
3. Employees who are qualified

An anticipated vacancy is defined as a vacancy which occurs greater than 12 hours of shift change. The city may fill the anticipated vacancy with a step-up employee. In the event there is not a step-up employees available the vacancy shall be offered in the following order:

1. Employees who are in the same position;
2. Employees who are qualified.

Qualified is defined as being in the same rank as, or on the current promotional roster for, the position in which the vacancy occurs.

Mandatory overtime shall be filled by seniority with the least senior qualified employee first. Once an employee is mandatoried they shall receive an occurrence and be placed on the bottom of the Mandatory OT list.

All other overtime shall continue to be awarded in the same manner as in place at the time of the making of this agreement.

Employees assigned to the Spartan Schedule (24/48/24/96) shall be protected from mandatory callbacks during their designated four-day-off period ("Sacred Week"), except in the event of a declared State Emergency or natural disaster within the City of Greenacres as defined by applicable law. The city may require an employee to holdover for a maximum of 2 hours on the morning beginning their "Sacred Week" in the event they are below minimum staffing to allow for the replacement to arrive at the station.

ARTICLE 25

EXERCISE EQUIPMENT

The City shall designate and equip a fitness area for use by unit members, off-duty or during down- time at all Fire Rescue Stations. Injuries occurring while engaged in recreational activities, including gym workouts under this article, will not be considered within the scope of employment for purposes of compensability under workers' compensation. The Labor Relations committee is going to create a schedule/matrix of exercise equipment and develop a schedule for purchase or replacement of exercise equipment during the fiscal year budget process based on years in service, condition, and other relevant purchase and replacement factors.

The City and the employees will share responsibility to maintain the equipment on a day-to-day basis, with the City having the responsibility for routine repairs.

ARTICLE 26 DONATION OF TIME

Section 1

Bargaining Unit personnel shall be able to donate vacation or sick time above 480 accumulated hours to other employees that are out of work due to sickness or injury. Non-probationary employees who have less than 480 hours of accumulated sick time may donate up to 48 hours in a 12-month period. Such donations shall be submitted to a Union Representative, who shall provide the City, on an approved form, with the names of donors and number of hours donated, and the name of the person to whom the hours have been donated. Donations shall be entirely voluntary and no undue influence shall be exerted by anyone to require that unit members donate time.

Section 2

A Bargaining Unit member may not use donations of time unless and until his or her available leave balances (vacation, sick) and compensatory time have been exhausted. The total of all donated hours to an eligible employee shall not exceed 1,152 hours in a 12 month period from the date of signing the donation form.

Section 3

Donations shall be on an hour for hour basis, notwithstanding rates of pay.

Section 4

Bargaining unit personnel shall not accrue any vacation leave, sick leave, or other personal and paid time off while using donated time.

ARTICLE 27 HEALTH AND SAFETY

Section 1

The parties agree to comply with all applicable requirements of Federal, State, County and City laws, rules and regulations pertaining to safety and health, protective clothing and emergency apparatus.

Section 2

The parties agree to form and maintain a Fire-Rescue Department Safety Committee to consider safety and health related issues. The committee shall adopt its own operational rules of procedures. The committee shall consist of six members: three (3) appointed by the Union President and three (3) by the Fire-Rescue Department. Meetings shall be called at least once each quarter during the calendar year.

Section 3

1. The Safety Committee will be responsible for:
2. Reviewing and analyzing reports of accidents, deaths, injuries and illnesses, and recommending rules and procedures for the promotion of health and safety among firefighters.
3. The committee will make periodic inspections of Fire-Rescue Department facilities on a quarterly basis or by special request.
4. The committee will keep minutes of each meeting and a written report of accidents, injuries and illnesses. These reports will be maintained by the Fire-Rescue Department and shall be made available to all committee members.

Section 4

The issues covered by the committee shall, after resolution by the committee, be forwarded to the Fire Chief. The committee's recommendation shall be advisory only. Final action on the committee's recommendation shall remain in the sole discretion of the City.

Section 5.

The City shall provide a biannual physical compliant with NFPA 1582 starting

October 1, 2024 with the following stipulations:

1. The provider of both the physical/medical screening and fit testing shall be mutually agreed upon by the Union President and City Manager or designee;
2. That the screening and testing will be completed while the employee is off duty;
3. That employees will be paid three (3) hours of pay at their overtime rate after completion of the testing and screening;
4. That the screening, testing and completion of the associated OSHA questionnaire will be mandatory for all employees;
5. That the only information provided back to the City will be confirmation of the completion of the testing and the associated OSHA questionnaire;
6. That the results of, and all records or other information pertaining to, any screening will remain between the employee and the provider, unless voluntarily disclosed by the employee;
7. The testing and screening dates will be determined by mutual agreement between the Fire Chief and President of the Union;
8. That employees who do not, for whatever reason, attend the scheduled testing and screening, will be responsible for completion of at least the testing portion at another facility no earlier than the month before and no later than the month after;
9. That if the City does not receive confirmation of the completion of the testing and related OSHA questionnaire by the agreed upon time frame, the affected employee will be placed in a light duty status, if such an assignment is available, until such time as confirmation of completion of the testing and related OSHA questionnaire is received by the City; and
10. That if an employee refuses to complete the testing and related OSHA questionnaire, that employee shall be subject to disciplinary action up to and including termination of employment depending on the circumstances and just cause.
11. This section may be modified by mutual agreement between the Fire Chief and President of the Union.

ARTICLE 28

LABOR RELATIONS COMMITTEE

Section 1

The parties agree to form and maintain a Labor-Management Committee that will be composed of up to three (3) members appointed by the City Manager or his/her designee, which will include the City Manager (or designee), and up to three (3) members of the bargaining unit designated by the Union President. The committee will meet upon the request of either party within fourteen (14) days, unless otherwise mutually agreed upon, at a place established by the City Manager.

Section 2

The purpose of the Labor-Management Committee is to facilitate communications between management and members of the union and to provide a forum to discuss Fire-Rescue Department related activities. It is agreed that the Labor-Management Committee is not to be used as a substitute for the collective bargaining process or as a forum to discuss issues that should be discussed through the collective bargaining process. Neither the Fire-Rescue Department or the City shall be bound by the results of any discussions, studies or reports generated by this committee, but will give consideration to suggested improvements or programs determined by the committee to be potentially beneficial to the morale, performance and financial management of the Fire-Rescue Department.

ARTICLE 29 SECONDARY EMPLOYMENT

All bargaining unit members must adhere to the General Order of the Fire Department as it relates to second jobs not with the City. However, it is agreed that in the event a bargaining unit member is not reporting to work due to a workers' compensation claim/injury, due to temporary disability, or other medical issue, that bargaining unit member cannot perform any job functions for any employer while on said leave without the written approval of the City, and any approved secondary employment must adhere to any and all physical and medical restrictions imposed by the employee's medical provider.

Additionally, in times of a state of emergency (regardless of type of emergency) as declared by federal, state or local officials, the City has the ultimate discretion and authority to temporarily suspend any secondary employment during a declared state of emergency.

ARTICLE 30
DURATION OF AGREEMENT AND SIGNATURES

Except as otherwise provided herein, this Agreement shall be effective October 1, 2026 and shall continue in force and effect until its expiration date of September 30, 2029.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the _____ day of _____, 2026.

FOR THE CITY:

FOR THE UNION

Andrea McCue
City Manager

Angelo Dariano
Treasurer

Quintella Moorer
City Clerk

Jeremy Guy
District Vice President

October 1, 2026 Payscale	
Step	Salary
0	\$ 119,385.96
1	\$ 125,355.26
2	\$ 131,623.02
3	\$ 138,204.17
4	\$ 145,114.38
5	\$ 152,370.10
6	\$ 159,988.60

October 1, 2027 Payscale	
Step	Salary
0	\$ 125,355.26
1	\$ 131,623.02
2	\$ 138,204.17
3	\$ 145,114.38
4	\$ 152,370.10
5	\$ 159,988.60
6	\$ 167,988.03

October 1, 2028 Payscale	
Step	Salary
0	\$ 131,623.02
1	\$ 138,204.17
2	\$ 145,114.38
3	\$ 152,370.10
4	\$ 159,988.60
5	\$ 167,988.03
6	\$ 176,387.44

AGREEMENT
BETWEEN
THE CITY OF GREENACRES
AND
The Professional
Firefighters/Paramedics of
Palm Beach County,
Local 2928, IAFF, Inc.



SUPERVISORY BARGAINING UNIT

October 1, 202~~6~~³ – September 30, 202~~9~~⁶

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ARTICLE 1
PREAMBLE

This Agreement is entered, into by and between the City of Greenacres, Florida hereinafter referred to as the "City" and the Professional Firefighters/Paramedics of Palm Beach County Local 2928, IAFF, Inc., hereinafter referred to as the "Union". It is the purpose of this Agreement to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours and other conditions of employment between the City and the bargaining unit represented by the Union, hereinafter referred to as "members" or "employees".

ARTICLE 2 RECOGNITION

Section 1

The City hereby recognizes the Professional Firefighters/Paramedics of Palm Beach County Local 2928 IAFF, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2

The bargaining unit for which this recognition is accorded is as defined in Certificate Number 1979 granted by the Public Employees Relations Commission on July 30, 2020, comprised of all Battalion Chiefs. All other employees of the City of Greenacres are excluded from the bargaining unit.

Section 3

The parties agree that from time-to-time changes are required to the list of classifications/positions/titles that are "included" and "excluded" from this bargaining unit as noted in PERC Certification Number 1979. The parties agree that they collaborate and jointly file, if possible, for clarification of the unit certification with the Public Employees' Relations Commission to correct the unit certification based any future changes.

Section 4

The City shall send notices and communications with respect to changes to bargaining unit members' wages, hours, and terms and conditions of employment to:

Professional Firefighters/Paramedics of Palm Beach County Local 2928 IAFF, Inc.
~~23283711~~ S. Congress Avenue ~~Suite 2C~~
~~West Palm Beach~~ Palm Springs, FL 334061

ARTICLE 3 NON-DISCRIMINATION

Section 1

There shall be no discrimination against any employee covered by this Agreement solely because of Union activities protected by F.S. 447, or because of membership, non-membership or office held in the Union.

Section 2

The parties recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is an addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4 DUES DEDUCTION

Section 1

Upon receipt of a lawfully executed written authorization form from a bargaining unit member, the City agrees to deduct the current regular association dues deduction and ~~two~~^{one} additional deductions as elected by the bargaining unit member biweekly and remit such deduction to the Secretary-Treasurer of the Union within fifteen (15) working days from the date of deduction. Each Fiscal Year, The Union shall notify the City, in writing, the amount to be deducted from each employee and shall notify the City, in writing, thirty (30) days prior to any change. Deductions may be percentage based. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature.

Section 2

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the City's finance director with a copy to the Union.

Section 3

The Union may change the amount of dues (including a program or benefit) one time per Fiscal Year, per employee. The City may deduct \$100.00 from dues, per employee, for any changes thereafter.

Section 4

The Union agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the City of Greenacres to deduct from my wages each pay period an amount equal to the current regular biweekly dues of the Union and the cost of any additional programs or benefits elected by me and to transmit this amount to the Secretary-Treasurer of the Professional

Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc.

Date:
Name:
Address:
Signature:

INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the City of Greenacres to stop deducting from my wages each pay period the current regular biweekly Union dues of the Professional Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc. A copy of this revocation has been forwarded to the Secretary- Treasurer of the Union.

Date:
Name:
Address:
Signature:

Section 5

The Union shall hold the City harmless against any and all claims, demands, and liabilities of any kind whatsoever arising from any action taken or not taken by the City, its members, officials, agents, or representatives in complying with this Section or in reliance upon any notice, letter, or written authorization supplied to the City pursuant hereto.

ARTICLE 5 MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects, provided that the exercise of such right does not have the practical effect of violating specific terms of the Agreement. The rights of the City shall include but not be limited to the following:

1. To determine the organization of City Government.
2. To determine the purpose of each of its constituent departments.
3. To exercise control and discretion over the organization and efficiency of the operations of the City.
4. To maintain the sufficiency of the operations of the City and to set standards for service to be offered to the public.
5. To manage and direct the employees of the City, including the right to assign work and overtime, and to establish, modify, or change rules and regulations applicable to employees covered by this Agreement.
6. To hire, examine, classify (subject to language in this agreement), promote, train, transfer, assign, and schedule employees in positions with the City.
7. To suspend, demote, discharge, or take other disciplinary action and impose sanctions for cause.
8. To increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duty because of lack of work, lack of funds, or any other reason not prohibited by Law.
9. To determine and establish internal security practices, including the right to search all areas of City property (e.g., lockers, computers) and personal effects based upon reasonable suspicion.
10. To determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased and the right to contract and subcontract existing and future work.
11. To determine the number of employees to be employed by the City.
12. To establish, change, or modify the number, types, and the

grades of positions or employees assigned to an organization, department or division thereof, or project.

13. To establish, change or modify duties, tasks and responsibilities or requirements of positions within the City.
14. To establish and revise or discontinue policies, rules, practices, programs, or procedures in Council Policies, Administrative Policies, and/or the Greenacres City Manual of Personnel Policies.

The City and the Union agree to allow qualified applicants who are relatives of current Fire Department employees to be considered for employment, provided that the following safeguards are in place to prevent conflicts of interest;

1. Exception

The City and the Union agree that qualified applicants who are immediate family members of current Fire Department employees may be considered for employment within the Greenacres Fire Department, notwithstanding the City's general nepotism prohibitions, provided that these safeguards are observed and that no individual is hired who is a relative of the City Manager, the Fire Chief or the Director of Human Resources.

2. Prohibition of Direct Supervision

No employee shall be employed, assigned, or transferred to a position where they are subject to the direct supervision, evaluation, or disciplinary authority of a relative. for purposes of this section, "direct supervision" includes authority over scheduling, work assignments, performance evaluations, promotions, discipline, or any terms and conditions of employment.

3. Prohibition on Recommendations

The City's policy regarding the prohibition against a public official advocating or recommending relatives for appointment, employment, promotion, or advancement remains in effect and applicable to the bargaining unit.

4. Administrative Safeguards

The Fire Chief, in consultation with the City Manager, shall ensure that no assignment, transfer, or promotion results in relatives being placed within or under the same chain of

command of their relative. If a potential conflict arises due to operational needs, the Department shall make reasonable accommodations, including reassignment, to maintain compliance with this section.

5. Current Standards Maintained

All applicants, including relatives of current employees, must meet the same testing, certification, and qualification standards as any other applicant. Nothing in this MOU creates preferential treatment, automatic hiring, or immunity from discipline.

6. Waiver Authority

Consistent with City Policy, the City Manager retains ultimate discretion to determine whether a relative's hiring is appropriate and may grant a waiver provided safeguards are in place.

In the event that civil emergency conditions exist, the provisions of this Agreement may be suspended in accordance with the Public Employees Relations Act, as long as pay, benefits and just cause discipline shall remain in effect throughout.

ARTICLE 6
FIREFIGHTERS' BILL OF RIGHTS

The City agrees to comply with the provisions of the Firefighters' Bill of Rights, Sections 112.82 and 112.83, Florida Statutes. Members shall have only those rights and remedies provided by the statute and court decisions interpreting it.

The City agrees to comply with the provisions of the Firefighters Cancer Benefit, Sections 112.1816, Florida Statutes.

ARTICLE 7 UNION REPRESENTATION

Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party.

If any employee member of the bargaining committee is on duty during negotiation sessions, he/she may attend and participate in said sessions with no loss in pay if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee.

A Union representative may attend two (2) union meetings per month for up to four (4) hours, and any other emergency meeting scheduled during contract negotiations, without loss of pay, and if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee and shall not unreasonably be denied.

The City Manager and Fire Chief shall be notified in writing when there is a change to the appointed Union Representative(s).

ARTICLE 8 UNION BUSINESS

Section 1

The Union agrees that there shall be no solicitation of City employees for membership in the Union, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of Union or affiliated Union literature or any other solicitation activity of the Union during the working hours of City employees; provided, however, that this Section shall not be construed to prohibit communication of official Union business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's meal period.

The Fire Chief will designate the following bulletin board location in the Fire Rescue Department for the use of the Union bargaining unit herein covered:

- a) Kitchen – Station #94
- b) Hallway into bays – Station #95
- c) ~~Location to be determined~~ Hallway into bays - Station #96

The Union may post meeting notices and special information notices on the bulletin boards and on the First Arriving Dash Board for a period not to exceed thirty (30) days. Such notices may include notices of Union meetings, notices of Union elections, notices of Union appointments to office, notices of Union recreational and social affairs and Union newsletters. All notices shall be submitted to the Fire Chief or his/her designee for review prior to posting. Permission to post notice shall not be unreasonably withheld.

All costs incidental to preparing and posting of Union material will be borne by the Union.

Section 2

A Union Representative shall be allotted a reasonable amount of time with a minimum of 30 minutes to meet with all new employees during the first 5 weeks of employment, for the purpose of explaining the Union's role as the Florida certified collective bargaining representative, and to answer any questions regarding the Collective Bargaining Agreement.

Section 3

Any time an investigation is completed, upon request, the Union shall be provided the entire investigative file, together with any proposed discipline, regardless of any bargaining unit member's right to such records. The documents shall be provided to the Union at no cost.

Section 4

There shall be created a pool of time known as Union Time Pool (UTP). Each employee who is covered by this agreement shall contribute four (4) hours of vacation time during the first full pay period of October each year. An employee who is not a member of the Union and who does not wish to participate in the funding of the UTP may opt out of this program by providing written notice to both the City and the Union by September 15 of each year. The Union Time Pool (UTP) may be used for Union business upon approval by the by the Union president or his/her designee.

Authorization by the Union President or designee for an employee to use the Union Time Pool must be submitted and approved in writing before such assignment is effective. The Union Time Pool shall be charged in one (1) hour increments. There will be no cost to the City for any time off related to the use of the Union Time Pool. If time off for use of the Union Time Pool requires a replacement employee who receives overtime pay, the Union Time Pool shall be charged one and one-half hours for every hour worked by the replacement employee.

A minimum of one (1) hour UTP shall be taken by an approved employee. A maximum of three (3) members may be approved at any one time unless staffing requirements prohibit such request.

Use of the Union Time Pool shall be subject to approval of the Fire Chief and or his/her designee. Approval shall not be withheld unreasonably. Under normal circumstances, the Union President or designee shall provide the Fire Chief or designee at least seventy-two (72) hours- notice before the requested use of the Union Time Pool.

ARTICLE 9 SENIORITY

Section 1

Seniority shall be defined as the total length of continuous service in the Fire Rescue Department and shall be computed from the time of appointment. Seniority shall continue to accrue during worker's compensation leave, holidays, vacation, funeral leave, compensatory leave, military leave, UTP Leave, and sick leave approved by the City. Leaves of absence without pay, either approved or otherwise, shall not count towards the accrual of seniority. Seniority for purposes of shift and station selection shall be defined as continuous service within the job code for Battalion Chiefs. The Labor Relations committee shall create a bid policy no later than October 1, 2024, unless otherwise agreed by the Union President and Fire Chief, for approval by the Fire Chief. Once completed, the policy may be amended by mutual agreement between the Fire Chief or designee and Union President. Seniority for purposes of vacation ~~and Kelly days~~ shall be defined as continuous service in the Fire Rescue Department.

Section 2

Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement excluding DROP
3. Resignation
4. Is absent for three (3) consecutive working days without notification to and approval by the City. An employee may be reinstated to his/her position if the position is still vacant, by a showing of good cause to the Fire Chief, subject to the review of the City Manager, of why notification was not possible within three (3) days.
5. Failure to report to the City Manager's Office intention of returning to work within ten (10) days of receipt of recall as verified by Certified Mail, Return Receipt.
6. Failure to report to work at the termination of a leave of absence without pay.
7. Failure to report from Military Leave within the time limits prescribed by law.

Section 3

The City agrees that seniority shall govern the following matters:

1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority. Such lay-offs will be accomplished within the established rank structure.
2. Any employee of rank shall be permitted to drop a grade in rank to preclude layoff consistent with his or her seniority.
3. Employees shall be called back from lay-off according to their seniority. Such call backs will be accomplished within the established rank structure in Section 3-1 of this article.
4. Such actions will incorporate a certified letter to the employee who will specify a ten (10) day time limit for reply as to whether or not he/she wishes to be considered for his/her old position. In any event, no position will be held open longer than ten (10) days after the receipt of the certified letter advising that his/her old position is being held for them.

Section 4

The City shall have the right to determine the means of effectuating necessitated layoffs. The City may impose general across-the-board layoffs, potentially affecting all members of the Bargaining Unit equally, regardless of classification. The City may impose layoffs which may impact specific classifications only, or other layoff formats that the City chooses in order to operate and manage its affairs in all respects.

Section 5

Laid off employees who are qualified for an existing opening in the Fire Rescue Department of the same or lesser rank than their former position which they previously held and remain qualified for (including retaining required certifications) will be recalled for up to one (1) year from the time they are laid off. Laid off employees shall be recalled in reverse order in which they were laid off. In the event of a recall, the City shall notify the employee at their last known address of record with the City by certified mail, return receipt, of such recall and give the employee ten (10) days to reply. It is the responsibility of the employee to keep his/her current address on file with the City. No position shall be held open for an employee for more than ten (10) days after he/she has received the Notice of Recall.

ARTICLE 10 DRUG FREE WORKPLACE

Section 1

~~Drug tests may be administered by the City pursuant to the drug-free workplace program; Section 440.102, Florida Statutes; and the City of Greenacres Drug-Free Workplace Policy which may be amended by mutual agreement by the Union President and the City Manager or their designees.~~

Section 2

~~All positions in the bargaining unit are agreed to be safety sensitive positions, including but not limited to regular and probationary Battalion Chiefs employed by the City shall be subject to random screening for the presence of alcohol or drugs.~~

Section 3

~~The City will contract with an independent company to conduct one (1) random alcohol/drug screening tests each month from among this bargaining unit and the Rank and File bargaining unit.~~

~~One (1) primary name and one (1) alternate will be randomly selected by the testing company.~~

~~All employees shall be tested while on duty. Upon notification, the employee shall immediately report to the drug testing facility, accompanied by Fire Rescue Administration or their designee.~~

~~No employee shall be randomly tested more than three (3) times in the City's fiscal year.~~

Section 4

~~All individuals are prohibited from smoking, using tobacco products, and/or using simulated smoking devices. Employees who violate this policy may be subject to disciplinary action. For purposes of this Article, "tobacco products" include, but are not limited to cigarettes, cigars, chewing tobacco, "dip", and pipe smoking. A "simulated smoking device" includes, but is not limited to, electronic cigarettes, electronic pipes, or other devices intended to resemble~~

~~or having the appearance of a cigarette, cigar, pipe, or other tobacco product.~~

Section 1

Drug tests may be administered by the City pursuant to the drug-free workplace program; Section 440.102, Florida Statutes; and the City of Greenacres Drug- Free Workplace Policy which may be modified as set forth herein.

Section 2

All positions in the bargaining unit are agreed to be special risk and mandatory testing positions, including but not limited to regular and probationary Firefighter/Paramedics, Firefighter/Emergency Medical Technicians, Fire Rescue Captains, Driver Operators, Lieutenants, Assistant Fire Marshals, and Fire Marshals, employed by the City shall be subject to screening for the presence of alcohol or drugs; however, the City shall not conduct random testing. Testing shall be conducted for job applicants, reasonable suspicion, post-accident/injury, and follow-up testing.

Section 3

The City of Greenacres has a longstanding commitment to provide a safe and productive work environment consistent with the standards of the community in which we serve. The use of drugs by City employees, on or off the job, and the state of being under the influence of drugs or alcohol while at work are inconsistent with the law-abiding behavior expected by all citizens and the special trust placed in City employees as public servants. Alcohol and drug use and abuse poses a threat to the health and safety of the City of Greenacres employees and to the security of the City's property and facilities. The City of Greenacres is committed to the elimination of drug and alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to establish the City as a Drug Free Workplace in accordance with the program requirements outlined in Florida Statute § 440.102.

Definitions

"City premises" includes all buildings, offices, facilities, grounds, parking lots, places and vehicles owned, leased, used, or managed by

the City of Greenacres or on any site on which the City is conducting business.

“**Drug**” means 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 these substances.

“**Drug Test**” means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites.

“**Employee**” is a person who works for the City on a wage, salary or unpaid basis, who is subject to the control and direction of the City in the performance of their duties. To the extent the individual is covered by this agreement, this definition includes all volunteers and contract employees.

“**Follow-up drug testing**” means testing at least once per year for a 2-year period following completion of a mandated or voluntary employee assistance program for drug-related problems or a drug rehabilitation program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

“**Job Applicant**” is an individual who has applied for a Special Risk or Mandatory Testing position with the City covered by this agreement, has been selected and offered the position contingent upon completion of a background check, post-offer physical and drug test.

“**Medical Review Officer**” (MRO) is a licensed physician who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee’s positive test result in relation to the employee’s medical history or any other relevant biomedical information.

“**Mandatory Testing Position**” is any position, including a supervisory or management position, a job assignment that requires the employee to carry a firearm, work closely with an employee who

carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

“Reasonable-suspicion drug testing” means drug testing based on a belief that an employee is using or has used drugs in violation of the City’s policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the City.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work. This type of testing is commonly referred to as “post-accident testing.”
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer’s premises or while operating the employer’s vehicle, machinery, or equipment.

“Special Risk Position” is a position that is required to be filled by a person who is certified as a firefighter by the State.

“Specimen” means a tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

“Refuse to cooperate” means to obstruct the collection or testing

process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure or otherwise fail to adhere to this policy. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04 evidenced by a confirmed positive test result as determined by the MRO.

"Under the influence of drugs" means a confirmed positive test result as determined by the MRO. Note: If an employee with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition) tests positive based on the substance limits for the drug test, it will be reported by the MRO as a positive drug test and will be treated in accordance with all other positive drug tests.

Employee Assistance

The City may assist and support employees who voluntarily seek help for problems with drugs or alcohol before becoming subject to discipline or termination under this or any other City policies. Such employees may be allowed to use accrued paid time off, placed on a leave of absence, referred to treatment providers and otherwise reasonably accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and are required to take and pass follow-up tests without advance notice of testing. Once a drug test has been scheduled, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and possible discipline, up to and including termination, will be enforced.

Work Rules

1. The possession, use, sale, solicitation, or transfer of medical marijuana is not allowed on City premises; employees shall not be under the influence of medical marijuana while on duty.

2. Whenever employees are working or operating any City vehicle, are present on City premises, or are conducting City-related work offsite, they are prohibited from:

a. Using, consuming, possessing, buying, selling, manufacturing, or dispensing a drug (to include drug paraphernalia).

b. Being under the influence of alcohol or drug.

c. Using, consuming, possessing, buying, selling, manufacturing, dispensing alcohol.

3. The presence of any detectable amount of any drug or alcohol in an employee's system, while performing City business or while in a City facility, is prohibited.

4. The City will also not allow employees to perform their duties while taking prescribed drugs that may adversely affect their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

5. Any drug or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

6. The MRO shall provide employees and applicants an opportunity to provide any relevant information prior to the test, including identification of currently or recently used prescription or non-prescription medications, including those with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition).

a. There are no waivers or exceptions for applicants or employees with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition).

7. Any employee who believes that another City employee is using or has used drugs or alcohol in violation of this Article shall immediately report that information to their Department Director and/or Human

Resources. Failure of an employee to make such report could result in disciplinary action up to and including termination.

Required Testing

1. Pre-employment

All applicants for Special Risk and Mandatory Testing positions and/or those required to drive as part of their position must pass a drug test before beginning work as a condition of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

2. Reasonable Suspicion

Employees are subject to testing as defined above. Recommendations for reasonable suspicion drug testing shall be made by a supervisor, who shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. The employee may request a copy of this documentation. The original documentation shall be kept confidential. Supervisors making such recommendations shall have received "Supervisory Training for EAP." Human Resources shall be consulted before sending an employee for testing. All levels of supervision making this decision must use the Reasonable Suspicion Reporting Form (Attachment B to the Employee Handbook) to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of drugs or alcohol. If the results of the Reasonable Suspicion Reporting Form indicate testing is necessary, the Assistant Fire Chief or designee shall arrange for transportation to the testing facility. Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A Supervisor outside of the bargaining unit or Human Resources must escort the employee; and will arrange for the employee to be transported home.

3. Reasonable Suspicion/Post-Accident

All employees causing or contributing to an on-the-job vehicular accident, industrial accident, or who sustain and are evaluated and treated for an on-the-job injury will be drug tested as soon as

reasonably possible following such incident when the property damage is estimated to exceed \$5,000.00 (as determined in the sole discretion of Risk Management).

All employees causing or contributing to an on-the-job vehicular accident or industrial accident resulting in the death or injury to another requiring medical treatment will be drug tested as soon as reasonably possible following such incident.

Under no circumstance will the employee be allowed to drive themselves to the testing facility under any of the foregoing circumstances. Testing shall generally occur within two (2) hours of the accident, but not after eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any delay after two (2) hours must be detailed in writing by the immediate supervisor on duty at the time of the accident.

Employees will be placed on paid administrative leave while pending test results.

Employees who leave the scene of an accident and/or who do not inform their supervisor or Human Resources of the accident and how to reach them for testing purposes, barring medical-related emergencies, will be considered to have refused testing and may be subject to disciplinary action up to and including termination of employment.

If an employee is injured in the scope of his/her employment and drug tests and/or other medical evidence indicates the presence of drugs or alcohol in the employee's body at that time of the accident, the employee may be required to forfeit any medical or indemnity benefits available under Florida's Workers ' Compensation statute, and may also forfeit eligibility for unemployment benefits. These penalties are in addition to any other penalties that may apply under this Policy or under applicable law.

4. Follow-Up

Employees who have tested positive, or otherwise violated this policy, are subject to discipline, up to and including termination. Depending on the circumstances and the employee's work history/record, the City

may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance agreement after completion of a rehabilitation program pursuant to mutually agreeable terms, which shall include follow-up drug testing at times and frequencies determined by the City for a period of two (2) years. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be subject to immediate termination from employment.

Collection and Testing Procedures

Employees subject to alcohol testing must be driven to a City-designated facility and directed to provide specimens. (Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A Supervisor or Human Resources must escort the employee; and will make arrangements for the employee to be transported home). A specimen level of .04 or greater is reported as a positive test result.

10 PANEL DRUG SCREEN (with over the counter and prescription drugs which could alter or affect test results)*

Consists of:

1. AMPHETAMINES
Obetrol, Biphphetamine, Desoxyn, Dexedrine, Didrex, Methamphetamine
2. MARIJUANA (CANNABINOIDS) in all forms
Marinol, (Dronabinol, THC)
3. COCAINE (metabolite)
Cocaine HCl topical Solution (Roxanne)
4. OPIATES
Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine. Empirin with Codeine, APAP w/Codeine, Aspirin w/ Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
5. PHENC YCLIDINE (PCP)
Not legal by prescription
6. METHAQUALONE

- Not legal by prescription
7. BARBITURATES
Amobarbital, Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Pentobarbital, Secobarbital, Phrenilin, Triad, etc.
 8. BENZODIAZEPINES
Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Zanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax
 9. METHADONE
Dolophine, Methadose
 10. PROPAXYPHENE
Darvocet, Darvon N, Dolene, etc.
 11. Other Synthetic narcotics not listed herein.
 12. Alcohol (.04 or higher)

*Due to the large number of obscure brand names and constant marketing of new products, this list cannot and is not intended to be all-inclusive. New drugs will automatically be added to the list of controlled substances based on Florida Statute and federal laws, rules, and regulations.

Employees and job applicants are permitted to consult with a medical review officer for technical information regarding prescription or nonprescription medication.

The laboratory transmits all positive drug test results to a MRO retained by the City, who offers persons with positive results a reasonable opportunity to confidentially report to a medical review officer the use of prescription or nonprescription medications to a medical review officer both before and after being tested, including to rebut or explain the results within five (5) working days after receiving notification of the test result. If the employee's explanation or challenge is unsatisfactory to the MRO, the MRO may report a positive test result to the employer.

The City shall incur the cost of all tests which it requires of applicants and employees. An employee shall incur the cost of any additional testing not required by the City.

Consequences

Job Applicants who refuse to cooperate with a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense a drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the City believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

The first time an employee tests positive for alcohol or drug use under this policy, the result may be discipline up to and including termination. The City may not terminate, discipline, or discriminate against an employee because the employee has voluntarily come forth to seek treatment for a drug-related problem prior to being directed to submit to a test or engaging in conduct that would result in a test if the employee has not previously tested positive for drug use.

Employees will be paid for time spent during alcohol or drug testing and then placed on paid leave pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include the Fire Chief or designee, City Manager or Designee, and Human Resources.

An employee who is terminated or denied employment as a result of a positive drug/alcohol test, may not qualify for unemployment compensation benefits.

Violating this policy may negatively impact the employee's ability to gain the benefits of workers compensation insurance, COBRA, and/or unemployment benefits.

Confidentiality

Information and records relating to drug test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO should be kept confidential to the extent required by law and maintained in secure files separate from the personnel files. Such

records and information may be disclosed among directors, supervisors, and legal counsel on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee.

Inspections

The City reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

Crimes Involving Drugs

The City prohibits all employees from manufacturing, distributing, dispensing, possessing, being under the influence of, or using a drug in or on City premises or while conducting City business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel should be notified, as appropriate, when criminal activity is suspected.

The City does not desire to intrude into the private lives of its employees, but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, the City reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off the City premises.

Any City employee who is arrested or convicted for a violation of a criminal drug statute must notify Human Resources in writing of such arrest or conviction immediately but in no event later than five (5) calendar days subsequent to such arrest or conviction. Employees must keep the City advised of the status of any pending criminal drug or alcohol case. Written notification of any criminal drug or alcohol conviction or other court adjudication of charges withheld, pending, and/or completion of court probation must be provided to Human Resources Division within five (5) calendar days of the court's decision. Based on job function and a failure of an employee to make such report could result in disciplinary action up to and including termination.

Reasonable Suspicion and Post-Accident Testing Protocol

1. The employee will be advised that the City believes that there is reasonable suspicion that he or she is affected by drugs or alcohol (or due to the nature of the accident the policy mandates this) and that this test is being ordered to confirm or deny this suspicion.
2. The employee will be transported to any one of the City's contracted testing facilities. A Supervisor or Human Resources Designee will accompany the employee. Under no circumstances will the employee be allowed to drive himself or herself to the testing facility.
3. The employee to be tested must present a photo ID (i.e., a driver's license or state ID card) to the testing facility staff before the specimen can be obtained. Ensure that the employee brings the photo ID with him or her when leaving the City premises or accident location.
4. The employee to be tested must sign a consent form provided by the testing facility and authorize release of results to the City. Refusal to sign is addressed under the "Consequences" section of this Article.
5. A City Director/Supervisor must sign as a witness to the collection procedure, along with the tested employee.
6. After returning to the City or when leaving the testing facility, the supervisor/manager or designee must make arrangements to transport the employee home. Under no circumstances will the tested employee be allowed to drive himself or herself home.

Challenges to Test Results

1. Within five (5) working days after receipt of a positive confirmed test result from the MRO, the City will inform an employee or job applicant in writing of the positive test result, the consequences of such results, and the options available to the employee or job applicant. The City will provide to the employee or job applicant, upon request, a copy of the test results.
2. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the City explaining or contesting the test result, and explaining why the employee believes the result should not

- constitute a violation of the City's policy.
3. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written explanation as to why the explanation is unsatisfactory, along with the report of positive result, shall be provided by the City to the employee or job applicant; and all such documentation shall be kept confidential by the City and retained for at least 1 year.
 4. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the City to have a portion of the specimen retested, at the employee's or job applicant's expense, at another licensed and approved laboratory, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.
 5. The employee or job applicant is responsible for notifying the laboratory of any administrative or civil action brought relating to the testing.

Resources

Employees should refer to the City's Personnel Policies Handbook for the names and contact information of local resources for employees in distress.

Section 4

All individuals are prohibited from smoking, using tobacco products, and/or using simulated smoking devices. Employees who violate this policy may be subject to disciplinary action. For purposes of this Article, "tobacco products" include, but are not limited to cigarettes, cigars, chewing tobacco, "dip", and pipe smoking. A "simulated smoking device" includes, but is not limited to, electronic cigarettes, electronic pipes, or other devices intended to resemble or having the appearance of a cigarette, cigar, pipe, or other tobacco product.

Section 5.

This article may be amended by mutual agreement by the Union President and the City Manager or their designees.

ARTICLE 11 LEAVE POLICY

Section 1

Leaves shall be in accordance with the procedures and policies of the City of Greenacres Manual of Personnel Policies on ratification, except as modified below. This article may be amended by mutual agreement between the Union President and Fire Chief.

Section 2

An employee is eligible for vacation leave with pay the first payroll period beginning on or after the employee completes six (6) months of continuous service at which time the employee shall be credited with their first year of accruals.

Paid vacation for bargaining unit employees shall accrue following their 1 year anniversary in accordance with the following schedule on a bi-weekly basis:

	<u>24/4842 Hour Employees</u>	<u>Other Employees</u>
6 months-5 years	<u>96 hours</u> ~~4-shifts~~	<u>96</u> ~~80~~ hours
6-10 year	<u>126 hours</u> ~~shifts~~	<u>136</u> ~~20~~ hours
11-15 years	<u>168 hours</u> ~~shifts~~	<u>176</u> ~~60~~ hours
16 or more years	<u>216 hours</u> ~~10-shifts~~	<u>216</u> ~~00~~ hours

In the first week of October, the Department will advise employees of the available vacation time based on scheduling and staffing concerns. First round selection of vacation must be made between October 16th and October 31st. Selection will be made by seniority in rounds. Round one vacation must be in increments of at least one (1) week (40 hrs. or 48 hrs.). If an employee wants to select more than one (1) week of vacation during round one, additional weeks must be taken consecutively with the first week. After all employees have made their round one selection, Round 2 selection of vacation will take place November 1st thru November 15th. After Round 1 and Round 2, employees may select any remaining vacation time on a first come, first served basis. First and second round vacation selections may only be cancelled up to twenty-one (21) days in advance of the requested leave. Employees shall not be forced to use vacation time each fiscal year.

Section 3

All requests for vacation shall be made at least ~~three (3) days~~ twelve (12) hours in advance from the start of the requested day. The Fire Chief or his/her designee may at his/her discretion approve vacation time inside of the ~~three (3) day~~ twelve (12) hour time period if no coverage is needed. Vacations may be canceled in the event of an emergency as determined by the City.

Section 4

In the event that a shift is at minimum staffing levels, leave requests will be limited to one ~~supervisory~~ position per shift ~~and two (2) non-supervisory positions per shift~~ utilizing vacation time in accordance with this Agreement.

Section 5

There shall be no cap on the amount of vacation hours kept in each employee's bank. In the last pay period of August each year, vacation time in excess of two hundred sixteen (216) hours ~~up to two hundred forty (240) hours (this creates a twenty-four (24) hour buyback possibility)~~ shall be paid out at the employee's current rate of pay. The payment of leave upon separation and the financial hardship vacation buy-back of vacation leave, or any other payment for vacation leave, shall be governed by the City's policy in the employee handbook as enacted and amended from time to time, except as modified herein. In the event of any such payment, this shall be a separate payment and will have all applicable deductions taken out through the City's normal payroll process.

Section 6

All employees shall be covered by the sick leave policy maintained in the City's Manual of Personnel Policies, except as modified by this Agreement.

Fire Rescue employees assigned to work 24 hour shifts shall accrue sick leave at the rate of one- third shift each month, for a total of four (4) shifts per year.

Employees utilizing sick time must notify the department via the department approved staffing program. Employees utilizing approved sick leave shall not be required to remain at their residence or any specific location during

such leave. Employees shall not be obligated to report their whereabouts while on sick leave. Use of sick time greater than 48 consecutive hours may require a note from a physician.

In the paycheck for the last pay period of each fiscal year bargaining unit employees who have accrued more than 960 hours of sick leave shall be cashed out for all hours above 960 at their regular rate per hour. ~~Employees may use up to 24 hours annually of accrued sick leave as personal leave. Personal leave shall be taken in increments of 2 hours and limited to one person per shift. Personal time must be approved by the Fire Chief or designee and shall not cause overtime. This 24-hour converted time shall be treated as sick leave for overtime purposes.~~ Employees may opt to receive compensation for one-half of the total number of hours accumulated above 480. This compensation shall be paid at one-half the employee's regular rate per hour, such that for each half-hour of pay, one full hour sick leave will be deducted from the employee's accumulated sick time.

Employees shall be covered by the following sick leave policy:

Years of Service	% of Sick Leave Payout
0 to 5	0%
5 to 10	25%
10+	50%
Normal Retirement*	100%

*When an employee is eligible for and applies for a retirement benefit under FRS or the City Plans

Section 7

Employees working a 40 hour, 5/8 schedule who take sick leave on a holiday, the regularly scheduled day before or the regularly scheduled day after a holiday shall not receive holiday pay. Employees working any other schedule who take sick leave on a holiday, the calendar day before or the calendar day after a holiday shall not receive holiday pay. Employees who work on a holiday shall receive holiday pay notwithstanding any sick leave taken. Bargaining unit employees shall receive eight (8) hours of holiday pay for each City approved holiday, currently 13 per year and Patriot's Day (September 11th), whether or not the employee works on the holiday. 40 hour employees will observe Patriot's Day on the Friday before Easter each year and receive the day off with pay.

Section 8

Shift employees covered by this agreement will receive their holiday pay at straight time in one lump sum in September of each year in a separate payment with all applicable deductions.

The holiday pay benefit for those shift employees who work less than a full fiscal year shall be paid on a pro-rata basis for only those City approved holidays the shift employee has actually earned the holiday pay benefit under Article 11, Section 7 above. Payments shall be paid to shift employees who separate before the end of the fiscal year at the time of the employee's separation.

Section 9

The City reserves the right to require documentation supporting a request for bereavement leave.

40 hr. Employees will receive twenty-four (24) hours of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. ~~In circumstances in which the funeral is scheduled to take place more than 250 miles from the City, t~~The employee may request up to sixteen (16) additional hours of leave, which can be granted in the Fire Chief's sole discretion, with pay which shall not be charged against any other type of leave. The Fire Chief may request appropriate documentation for the need for funeral leave. Employees who need additional time off, regardless of where the funeral takes place, may apply for such leave with the use of vacation leave.

~~42~~8 hr. Employees will receive twenty-four (24) hours of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. ~~In circumstances in which the funeral is scheduled to take place more than 250 miles from the City, t~~The employee may request up to twenty-four (24) additional hours of leave, which can be granted in the Fire Chief's sole discretion, with pay which shall not be charged against any other type of leave. The Fire Chief may request appropriate documentation for the need for funeral leave. Employees who need additional time off, regardless of where the funeral takes place, may apply for such leave with the use of vacation leave.

Section 10.

Comp time must be used in increments of no less than one (1) hours.

ARTICLE 12 INSURANCE

The City shall provide all bargaining unit members with the same insurance plans (health, dental, life insurance – this brief list is illustrative only and in no way limits or binds the City in providing any type of insurance, but merely states that types of insurance the City currently offers in a non- exhaustive fashion) and provide the same premium payment rates as non-bargaining unit City employees. The City's insurance plans shall be uniform across all employees.

The City may alter coverage provided in this article only after providing the union with notice 10 days prior to the effective date of the change.

The City shall fund the employees' HRA in the amount of no less than \$500 on January 1st of each year. Funds shall be available for use consistent with IRS guidelines and applicable plan rules.

Unused HRA funds shall roll over from year to year and remain available to vested employees for all eligible medical expenses permitted under IRS regulations. Bargaining members who are vested shall not lose or forfeit unused HRA funds at the end of the fiscal year. Members who separate from employment prior to vesting shall forfeit any unused HRA balances.

ARTICLE 13 UNIFORMS AND EQUIPMENT

Section 1

The City shall furnish uniforms to all bargaining unit members who are required to wear uniforms in the performance of their duties.

Section 2

Any uniform or related equipment initially supplied by the City, which is damaged or destroyed while an employee is acting in the performance of his/her official duties, shall be replaced by the City at no cost to the employee, provided the same is not the result of his/her negligence. Such claim of loss must be supported with reasonable proof and shall be subject to the approval of the Fire Chief or his/her designated representative.

Section 3 Fire Certified Personnel Uniforms

Effective October 1 of each year, non-probationary fire certified personnel in the bargaining unit shall receive a uniform credit in the amount of ~~five~~three hundred ~~fifty~~ (\$~~3500~~.00) dollars to be used for the purchase of approved items from the City's selected vendor which may include, but is not limited to, approved uniforms, approved work-related equipment, approved class A uniform, and approved bunker gear bags. The City shall provide needed firefighting gear to firefighters and uniforms to newly hired probationary employees as listed herein. Effective October 1 of each year following completion of probation, the employee will be provided a ~~five~~three hundred ~~fifty~~ (\$~~3500~~.00) dollar uniform credit to be used for the purchase of approved items. In the event a unit member loses brass, badges, or any other official identifier, the unit member must immediately report the missing items to the department. The ability to utilize the \$~~3500~~.00 uniform credit for such items will be made on a case-by-case basis in the discretion of the department. The uniform credit account will close, and all orders must be placed by August 1 of each year.

~~In the first year of the current contract the city agrees to pay the cost of 1 full class A uniform including pants for all non-probationary employees. The City agrees to provide each employee with a two hundred fifty (\$250) stipend on the first pay cycle in January of each year to cover the cost items not offered by the selected uniform vendor.~~

Personnel who have been certified as TRT shall have the designation on their uniform.

ARTICLE 14 WORKWEEK

Section 1

Except in the event of an emergency, the City reserves the right to change regular shift (A, B, ~~or C, or D~~) assignments upon seven (7) days' notice. The Department may not change individual shift assignments solely to avoid payment of overtime.

Fire Rescue employees assigned to work 24 hour shifts shall work an average of ~~42~~8 hours per week over a ~~28~~1 day work period ~~that includes a 24-hour shift off (Kelly day) every seventh (7th) shift. The "Spartan Schedule" shall include a repeating work pattern of twenty-four (24) hours on; followed by forty-eight (48) hours off; followed by twenty-four (24) hours on; followed by ninety-six (96) hours off; to ensure an average forty-two (42) hour workweek. The shifts will rotate as follows: A, B, C, D, B, A, D, C.~~

A 12-month trial period of the Spartan Schedule shall commence upon Oct 1, 2026. No later than thirty (30) days prior to the conclusion of the Trial period, the Union shall conduct a secret ballot vote of all bargaining unit members assigned to 24-hour shifts. The ballot shall present two options:

1. Continue the Spartan Schedule indefinitely; or
2. Transition to a 24/72 schedule, maintaining an average 42-hour work week

The vote shall be conducted by the Union with the results certified in writing to the Fire Chief and City Manager. The schedule chosen by majority vote shall be implemented no later than ninety (90) days after certification of the vote results, unless another implementation date is mutually agreed upon by the Fire Chief and the Union President.

In the event of a tie or if no option receives a majority of votes cast, the work schedule in effect on the final day of the Trial period shall remain in effect unless and until changed through collective bargaining or mutual written agreement of the parties.

~~The Department will advise employees of the available Kelly days based on~~

~~scheduling and staffing concerns. Employees will rank each day of the week by order of their preference (1 to 7), and Kelly days will be determined on the basis of seniority. There will be a maximum of one (1) Battalion Chief off per shift. Battalion Chiefs will not have the same Kelly day as either of the Captains assigned to their shift. The Kelly day selection process will begin again October 1 of each year. Kelly days will take effect the first full three (3) week pay cycle in each January.~~

Section 2

Employees shall be paid at an overtime rate for all hours worked outside their regularly scheduled work hours.

Section 3

Off-duty employees called out to work shall be paid a minimum of three (3) hours overtime.

Section 4

Compensatory time may be offered to 40hr employees in lieu of overtime pay, subject to the following situations:

- A. The Fire Chief shall have the option of offering compensatory time in lieu of overtime pay at a minimum rate of time and one-half (½).
- B. Once offered, an employee shall have the option of receiving compensatory time in lieu of overtime pay.
- C. There shall be a maximum accrual of forty (40) hours for 40hr employees. Any time in excess of this shall be paid at the appropriate rate of pay for the hours worked.
- D. If an employee is permanently separated from the City, the employee shall be compensated for any unused compensatory time.

ARTICLE 15 SHIFT EXCHANGE

Section 1

Employees may exchange shifts or parts of shifts with another “qualified” employee ~~in the same classification (job code)~~ (“qualified” being any employees who are listed on the final promotional register, or an employee of the same rank) with prior approval of the immediate supervisor of the employee requesting the exchange. Approval for exchanges of time shall not unreasonably be denied. All employees seeking to swap shifts must have 36 hours of sick leave accruals available prior to and during each shift on which a swap is to take place in order to be able to comply with Section 3 below. If any requesting employee falls below 36 hours of accrued sick leave, the remaining requested shift swaps will be placed on hold until the sick leave bank accruals are replenished to 36 hours or will be cancelled. Probationary employees cannot participate in shift swaps. The Fire Chief or designee has the discretion to allow exemptions to this paragraph in extenuating circumstances.

Section 2

Shift exchanges must be accomplished within twelve (12) months. Shift exchanges shall not result in the City incurring overtime liability it would not otherwise incur.

Section 3

Employees are responsible for making all exchanges, subject only to approvals as described above. An employee who accepts a shift exchange is responsible for working that exchange, and will be subject to disciplinary action for non-attendance. If the employee who is scheduled to work a shift exchange does not report to work or is absent from any work time during that scheduled shift exchange (including but not limited to on/off duty injury, severe illness or pregnancy), that employee will be charged the time from his/her leave accruals required to cover his/her absence, which shall be charged to the employee's accruals at the time and one-half rate if any overtime costs are incurred by the City to obtain coverage for that employee. An employee whose accruals are charged shall also remain subject to disciplinary action for non-attendance.

Section 4

Employees must work their end of all exchanges, and compensation in any other form may not be used to repay an exchange. If an employee quits and owes other employees exchanged shifts, the employees affected are not owed any compensation from the City.

Section 5

Shift exchanges for educational purposes will not be denied if they otherwise meet the requirements of this Article.

Section 6

~~Shift exchanges between employees of different ranks must be scheduled on shifts in which both employees are scheduled to work in the same rank. Kelly Days may be exchanged voluntarily between employees on a temporary or permanent basis as long as it does not create overtime. A Kelly Day may be exchanged for a vacant Kelly Day slot provided that the exchange is made within one twenty-one (21) day work cycle. All Kelly Day exchanges must have prior approval by the Fire Rescue Division Chief or his/her designee.~~

ARTICLE 16 SALARY PLAN

Section 1

Promotions - Employees who are promoted to Battalion Chief will be placed at the lowest step providing an increase of at least five percent 5% above their current rate of pay or the highest step. The date the promotion becomes effective will become the employee's new anniversary date.

The City and bargaining unit agree to create a new Probationary Step (also known as Step 0 on the new salary schedule for probationary employees. Upon successful completion of the employee's probationary period, the employee will be slotted into step 1 of the new salary schedule.

Section 2

- A) First year; October 1, 202~~63~~ through September 30, 202~~74~~.

~~Attached to this agreement is a new salary schedule for 202~~63~~-202~~74~~ including a 5% across the board increase. Employees who were in step 7 or Step 8 under the prior salary schedule shall be placed into Step 6 of the new salary schedule upon implementation of this Agreement. All other employees shall remain at their current step placement and shall continue to progress in accordance with Section 3.~~

~~Effective upon ratification of this Agreement, each employee will be slotted into the new salary schedule at the first step which is equal to or greater than the employee's base annual wage as of September 30, 2020.~~

- B) Second Year: October 1, 202~~74~~ through September 30, 202~~85~~ including a ~~54~~% across the board increase.

The salary schedule for year two of this Agreement is attached hereto and shall be implemented.

- C) Third Year: October 1, 202~~85~~ through September 30, 202~~96~~ including a ~~53~~% across the board increase.

The salary schedule for year three of this Agreement is attached hereto and shall be implemented.

Section 3

Effective on the employee's anniversary date, the employee shall move to the next level on the salary plan. If an employee reaches the top of the salary plan, said employee shall receive no increase.

Section 4

Assignment Pay —

24-hour Shift Employees assigned to work a 40hr work week shall receive a 10% increase to their current salary.

Employees assigned to work in a position outside the bargaining unit shall have their regular rate of pay increased by 5% for all hours worked in such assignment. _

Section 5

Employees with ten (10) or more years of service shall receive an annual payment of \$500.00, employees with fifteen (15) or more years of service shall receive an annual payment of \$750.00, and employees with 20 or more years of service shall receive an annual payment of \$1,000.00 with all necessary and applicable deductions during the normal payroll process. This annual payment will be processed during the payroll period after the employee's anniversary date.

Section 6

Nothing in this Agreement will require the payment of wage increases of any kind after the expiration of the Agreement.

Section 76

The City and Union may agree to exercise a re-opener of Article 16, Section 2, of this Agreement for the limited purpose of re-negotiating the across the board increases provided therein, in the event the City realizes economic losses that render the across the board increases unaffordable. The City and

Union shall agree to reopen between May 1, 20274, and 5:00 pm on June 1, 20274, to re-negotiate for the Second Year and between May 1, 20285, and 5:00 pm on June 1, 20285, to re- negotiate for the Third Year. These deadlines shall be strictly enforced. Failure to agree to re-open within the time frames established herein shall constitute a waiver of the City's right to re-open for that fiscal year.

Section 8 Investigator Incentive

Employees who are certified by the State of Florida as Investigator 1 shall receive a \$500 annual incentive with all necessary and applicable deductions during the normal payroll process. The annual payment will be processed after the first payroll of the employee's anniversary date.

Employees who are certified by the State of Florida as Investigator 1 and perform the duties on an Investigator shall receive a \$2,000 annual incentive with all necessary and applicable deductions during the normal payroll process. The annual payment will be processed after the first payroll of the employee's anniversary date.

Section 9 Education Incentive

Employees who complete the following State of Florida Certifications or College Degree shall receive the corresponding increase above their base rate of pay:

<u>Fire Inspector 1</u>	<u>1%</u>
<u>Fire Officer 2</u>	<u>1%</u>
<u>Fire Instructor 2</u>	<u>1%</u>
<u>Incident Safety Officer</u>	<u>1%</u>
<u>Bachelor Degree</u>	<u>2%</u>

Section 10 Selection Procedures for Staff Assignments

These positions are paid as an assignment; not as a promotion. Below describes the selection procedure for staff assignments.

When in the discretion of the Fire Chief a vacancy exists in the position of Staff Assignments, all employees of Greenacres Fire Rescue may submit an application, the Fire Chief shall institute a selection process for the specific position being sought. The requirements for the position, including

preferences, shall be posted prior to selection. A representative of the Union, appointed by the Union President, may be present during interviews conducted by the Fire Chief. The final selection of candidates shall be made in the sole discretion of the Fire Chief. Employees selected have no property right or expectation of maintaining this position and may be removed in the sole discretion of the Fire Chief upon two pay periods written notice. Such removal shall not be subject to the grievance and arbitration procedure. Staff Assignments who are removed shall be returned to the position from which they came, or one position above the position from which they came, for which they have successfully tested, in accordance with the provisions of this Article. No personnel in the classification to which the employee is returned shall be removed, and any other staffing shall be addressed through attrition. Staff Assignments may sit for promotional examinations but may only accept one (1) promotion within the bargaining unit while working such assignment and must complete probation for that promotion. Staff Assignments returning to the field shall work in the field for a minimum of six (6) continuous months in the accepted position noted above before accepting another promotion.

A position left vacant, as a result of an employee assigned to the position of Staff Assignments, shall be filled within two pay periods from the date the vacancy was created.

Any Staff Assignments that returns to the field, for any reason within two pay periods of assignment will return to their previous bid assignment, regardless of whether the position has been filled.

Staff Assignments returning to the field after two pay periods of assignment will be carried extra (above and beyond the established complement) until the next available opening in the rank that the Staff Assignment returns to. At the time of the next vacancy in the rank, the returning Staff Assignment shall be placed in the vacant position.

Section 10 Demotions

Bargaining unit members may request a demotion to the last position held. The request shall be submitted to the Fire Chief for approval. No demotion shall displace a currently promoted employee. In the event no vacancy exists the employee shall be carried extra and fill the next vacancy in the position.

Employees requesting and granted demotion shall be placed in the salary

step of the rank to which they are demoted that they would have attained had they remained continuously in that rank without promotion.

ARTICLE 17
SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A grievance shall be defined as a dispute over the interpretation or application of the specific provisions of this Agreement.

Section 2

Should the City wish to press a grievance, such grievance must be presented to the Union for a response. The Union shall have ten (10) calendar days in which to submit a written response. The City may appeal the Union's response to arbitration pursuant to Section 4 of the procedure below.

Section 3

In a mutual effort to provide harmonious relations between the parties to this agreement, it is agreed to and understood by both parties that there shall be a procedure in this department for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this agreement as follows:

- Step 1. The aggrieved employee or a union representative may present a written grievance to his/her Battalion Chief within ten (10) calendar days of the occurrence or knowledge of the matter-giving rise to the grievance. The Battalion Chief shall attempt to adjust the matter within his/her authority and respond to the party presenting the grievance within ten (10) calendar days.
- Step 2. If the grievance has not been satisfactorily resolved in Step 1, the Union representative and/or the aggrieved employee may appeal the grievance to the Fire Chief, within ten (10) calendar days after the time the response from the previous step is due. The Fire Chief shall respond, in writing, within ten (10) calendar days to the employee and Union.
- Step 3. If the grievance is not satisfactorily resolved in Step 2, the aggrieved employee or the Union may appeal the grievance to the City Manager, in writing, within ten (10) calendar days of the date the response was due in Step 2. The City Manager shall

respond in writing within ten (10) calendar days to the employee and the Union.

Note: The time limits set forth may be waived only by mutual agreement, in writing, between the parties. If the Union fails to advance a grievance within these time limits, the grievance will be treated as withdrawn with prejudice.

If the City fails to respond to the grievance within these time limits, the grievance will be treated as denied, effective on the date the response was due. For grievances relating to more than one (1) bargaining unit member, the Union may file a grievance on behalf of all affected Union members at the Step at which there is authority to resolve the grievance.

Section 4 Arbitration Referral

1. If the grievance is not resolved at Step 3 of the Grievance Procedure, the Union may, within (10) calendar days of the date of the response was due in Step 3, submit a request for arbitration to the City Manager. In general, grievances, either the Union or the City may request to take the issue or grievance to arbitration. For grievances filed by an employee or by the Union, the Union shall have the exclusive right to refer a grievance to arbitration except where the Union elects not to represent an employee due non-membership in the Union, in which case the employee may proceed in accordance with Chapter 447, Fla. Stat.
2. If the parties fail to mutually agree upon an arbitrator within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals from the Federal Mediation Conciliation Service (FMCS) shall be requested by either party, with a copy of the request sent to the other party. Within ten (10) calendar days after the receipt of the list, each party may reject one panel. The party rejecting the panel will pay for the next panel. Once a panel is approved, the parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. The party bringing the grievance shall cross out the first name. Failure of the parties to select an arbitrator within thirty (30) calendar days of receipt of the panel from FMCS will be considered a withdrawal of the grievance with prejudice.

3. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
4. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any issues not submitted.
5. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the union and employer, except as provided by law.
6. The arbitrator's fee and expenses shall be borne equally by the parties bringing the grievance.
7. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.
8. The arbitrator shall be requested to tender his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the close of the hearing.
9. In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator, which shall allow any monetary payment, damages or accruals for more than five (5) working days prior to the date when such grievance shall have been first submitted in writing.
10. Upon receipt of the arbitrator's award, corrective action, if any will be implemented as soon as possible.
11. If either party to this agreement requests a copy of transcripts of the arbitration hearings, both parties will share equally the cost of such transcripts.
12. If the party requesting arbitration does not advance the prosecution of the case by, at a minimum, scheduling a date for the hearing, within 60 calendar days of the selection of the arbitrator or 120 calendar days of the grievance being advanced to arbitration, whichever shall last occur, the grievance shall be deemed withdrawn.

Section 5

Non-Probationary employees may appeal disciplinary suspensions of greater than two days, disciplinary demotions or discharges to arbitration under this Article. Notwithstanding the above, non-probationary employees

may appeal to arbitration a second suspension of two days or less received within one year. Non-probationary employees may appeal lesser disciplinary penalties through Step 3 of the grievance procedure, and the City Manager's response shall be final. Newly hired probationary employees shall not have the right to appeal discharge.

ARTICLE 19 WORK STOPPAGES

Section 1

There will be no strikes, work stoppages, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this Agreement. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the employees covered by this Agreement.

Section 2

Recognizing that Florida law prohibits the activities enumerated in Section 1 above, the parties agree that any member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.

Section 3

It is recognized by the parties that the activities enumerated in Sections 1 and 2 above are contrary to the ideals of the professionalism and to the Fire Rescue Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article the City shall be entitled to seek and obtain legal and/or equitable relief available in any forum.

ARTICLE 20 PENSION

Section 1. All eligible unit employees shall continue to participate in existing City pension plans.

Section 2. Deferred Retirement Option Plan (DROP).

The pension benefits and employee contributions currently provided for bargaining unit members through the City of Greenacres Police Officers and Firefighters Retirement Plan will be maintained for the duration of this Agreement, except as provided below. The pension changes provided below will take effect on October 1, 2020, or upon implementation of the changes if later (the “effective date”), except as otherwise specified.

Deferred Retirement Option Plan

- A. A deferred retirement option plan ("DROP") shall be established for firefighters on the effective date. The DROP shall be part of the pension plan, and shall contain the following eligibility and participation provisions.
 - 1. A member who attains normal retirement eligibility (age 55 with at least six years of credited service or 25 years of credited service regardless of age) shall be eligible to participate in the DROP. A member may defer participation in the DROP until age 59 or 33 years of service, whichever occurs first.
 - 2. A member must make a written election to participate in the DROP on a form provided by the City. A member's election to participate in the DROP shall be irrevocable.
 - 3. An eligible member may participate in the DROP for a maximum of 85 years.
 - 4. A member who elects to participate in the DROP shall be required to terminate City employment no later than the end of the maximum DROP period. A member who elects to participate in the DROP may terminate DROP participation and City employment sooner than the end of the maximum DROP period, with at least 30 days' advance written notice to the City.
- B. DROP plan features.

1. An eligible member who elects to participate in the DROP will be considered to have retired for purposes of the pension plan. The member's monthly retirement benefit, determined in accordance with the plan based on years of credited service and average final compensation at the time the member enters the DROP, will be paid into the member's DROP account every month during the DROP period. Member DROP accounts are notional accounts, used only for the purpose of calculating DROP benefits, and are not separate accounts within the pension plan. The monies allocated to member DROP accounts shall be invested by the pension board in the same manner as other plan assets, and members shall have no control over the investment of DROP accounts.
2. No member contributions shall be required after a member enters the DROP, and the member will not accrue any additional credited service or any additional benefits under the pension plan after entering the DROP.
3. A member who elects to participate in the DROP shall not be eligible for disability or preretirement death benefits under the pension plan after DROP participation begins.
4. During a member's participation in the DROP, the member's monthly retirement benefit will be paid into the DROP account. The member's DROP account will earn interest at the rate of 3% per annum, compounded monthly. The DROP account shall not earn interest after the member's DROP participation ends.
5. Within thirty (30) days following a DROP participant's termination of city employment or death, the member, or in the event of the member's death the member's designated beneficiary, may submit a written election on a form approved by the pension board, to receive the member's entire DROP account balance, which shall be distributed to the member (or in the event of the member's death to the member's designated beneficiary or estate in accordance with paragraph 6 below) in a cash lump sum, unless the member elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the member in a direct rollover. Any such direct rollover would be accomplished in accordance with

IRS regulations and the pension plan. In the event a member or designated beneficiary does not submit a written election to receive a distribution of the member's DROP account balance within thirty (30) days following the member's termination of city employment or death, the DROP account shall be maintained but shall not earn interest.

6. If a DROP participant dies before his or her DROP account is distributed, the participant's designated beneficiary shall have the same rights as the participant with respect to the distribution of the DROP account. The member may change the designated beneficiary no more than two times during the member's participation in the DROP. Such change must be on a form prescribed by the City, signed by the member, and filed with the board. If the member has not designated a beneficiary, the DROP account balance shall be paid to the member's estate.
7. Participation in the DROP is not a guarantee of continued employment. DROP participants are subject to the same employment policies and standards as employees who are not in the DROP.
8. A member who participates in the DROP shall be eligible to receive payment for unused sick leave as follows:
 - a. Upon separation from employment – up to 960 hours at 100% of the employees' hourly rate; and
 - b. During DROP – an employee may receive payment for accrued sick leave in excess of 960 hours at 50% of the employees' hourly rate.
9. The DROP account distribution, along with other benefits paid by the pension plan, is subject to limitation under Section 415(b) of the internal Revenue Code.
10. The pension board may adopt any rules for administering the DROP that are necessary to maintain compliance with the Internal Revenue Code.

COLA. The 3% annual cost of living adjustment on pension benefits shall be paid beginning 1 year after separation from the City of Greenacres.

Chapter 175 Premium Tax Revenues.

Mutual Agreement: The City and Union mutually agree that the first \$160,796 in annual Ch. 175 premium tax revenues will continue to be used to reduce the city's pension contributions, and any annual Ch. 175 premium tax revenues received in excess of \$160,796 shall be used to fund the Share Plan; provided, if the City's pension contribution should exceed 25% of payroll in any plan year based on the most recent actuarial valuation for the plan, up to 50% of the excess premium tax revenues above \$160,796 shall be used to reduce the City's pension contribution, as needed to reduce the City's contribution to 25% of payroll.

Section 3. 457 Matching Plan:

Effective October 1, 2025, the City shall match bargaining unit employee contribution to the City approved Chapter 457 Deferred Compensation Plan at a rate of 50 cents (\$0.50) for every one dollar (\$1.00) contributed to such plan up to a maximum of one hundred twenty dollars (\$120) per month (\$1,440 annually) to be contributed by the City on behalf of each bargaining unit employee.

ARTICLE 21 TEMPORARY DISABILITY LEAVE

Section 1

Certified employees shall be permitted up to ~~eighteen~~ twenty-four (~~24~~18) months to return to full duty after : a serious injury in the line of duty caused by traffic at a scene or sustained during fire combat, treatment of a person, vehicle extrication, while engaged in fire rescue activities, or any illness on or off duty. The City Manager or designee may approve these benefits for off duty physical injury at their sole discretion. If available, the City may provide the employee with light duty assignments that comply with any medical limitation the employee may have during the time the employee cannot perform his or her full duty assignments under this Article. The City has the right to assign such light duty across any City department and shall not be confined to only assign bargaining unit members to light duty within the fire department. While on such restricted duty, the member's rate of pay shall not be adjusted; however, the City will provide up to eight (8) hours (1.6) hours per day not to be fractionalized) of straight time in each work week so that members who are working a forty (40) hour weekly schedule will have the opportunity to maintain forty-eight (48) hours of pay in the workweek. If the employee cannot return to full duty upon the expiration of the twenty-four ~~24~~18 months described above, the employee's employment with the City may, in the sole discretion of the City Manager, be terminated ~~and there will be no right to grieve a termination under this paragraph.~~

Employees sustaining such injuries and are not assigned light duty assignments as described above shall receive up to \$175 per week in addition to their workers' compensation benefits; provided that in no case shall they receive more than 100% of their average take home pay over the 13 calendar weeks before the date of the injury.

This section is intended to cover serious injuries that may occur due to the unique hazards of fire/rescue activities and is not intended to cover injuries that could be sustained by other non- special risk City employees. For any injury sustained that could be sustained by other non-special risk City employees, as described above, the City's normal workers' compensation policy in the City's employee handbook shall apply in place of this Article.

For any bargaining unit member that is out on temporary disability leave or

workers' compensation leave—regardless of any timeframe described in this article—in the event a medical provider certifies or provides information that the employee has reached maximum medical recovery or improvement (MMR or MMI) but the employee still cannot perform the essential functions of the employee's job description, the employee's employment with the City may, in the sole discretion of the City Manager, be terminated ~~and there will be no right to grieve termination under this paragraph.~~

In the event of a dispute as to whether the employee is fit to return to duty at the end of the ~~eighteen~~ twenty-four (~~18~~ 24) month period allowed above, or in the event of a dispute as to whether an employee has reached MMR/MMI, the City and the Union shall mutually agree on a third-party physician to perform an independent evaluation with the conclusion of the third-party being final and binding. The cost of this third-party evaluation is split evenly between the City and the Union.

Section 2

Except as provided for in this Article, the City's Manual of Personnel Policies shall determine the level of benefit, if any, provided to all City employees who become temporarily disabled. Employees who are temporarily disabled as a result of a non-job related illness or injury shall have ~~180—calendar days~~ months to return to full duty, which may be extended an additional 90 calendar days at the sole discretion of the City Manager, and may, at the sole discretion of the City, be assigned to light duty. This light duty cannot be refused by the employee. Moreover, for any non-job related injury impacting the employee's ability to perform this position in a full duty capacity, the City shall have the right to send the employee, at the City's expense, to a doctor of the City's choosing for a second opinion.

Section 3

Any employee that is out on workers' compensation leave or temporary disability leave as described herein, shall not accrue any paid time off (vacation, sick, holiday, or otherwise) except when utilizing his or her accrued leave. The employee shall first use any and all accrued time earned in each payroll period to supplement workers' compensation. Once that accrued time is exhausted in that particular payroll period, the employee shall utilize any and all accrued leave time to supplement their workers' compensation benefit.

Section 4

Nothing in Article 21 shall prevent the City from placing an employee into another job/position within the City in lieu of termination. However, the City will have no obligation to do so, and any placement will be in the sole discretion of the City Manager. In the event this type of placement is made, the employee will no longer be a bargaining unit member, unless placed in a bargaining unit position, and will be placed at the appropriate wage and benefit level for the new position.

Section 5. Communicable Diseases

Fire Rescue shall designate an Infectious Disease Coordinator to manage this program.

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

- Tetanus
- Hepatitis (Type A and B)
- Rubella (for females of childbearing ability)

Said immunizations may be provided through the City's insurance policy.

ARTICLE 22 RESIDENCY

~~Employees who are authorized to have a take-home vehicle must have and maintain residency in Palm Beach County as a condition of assignment and continued use of that vehicle unless approved by the Fire Chief.~~The employees assigned to a 40hr work week shall be provided with take home vehicles, which may be taken out of Palm Beach County with authorization from the Fire Chief.

ARTICLE 23 EDUCATION

The City is committed to advancing the education of its Fire Rescue employees.

Subject to employee application and approval by the City, the City will reimburse regular, full-time employees' tuition and education costs for approved coursework relating to their job duties or leading to a degree relating to their job based on academic performance with a passing grade.

Employees receiving a grade of "D" or below will not be eligible to receive tuition or educational reimbursement. The City will not reimburse employees for courses which the employee receives a grade of "PASS" or "FAIL," unless no other grade option is available for the course and the course is approved by the City Manager or designee. In those instances, employees enrolled in classes offering only "Pass/Fail" will be reimbursed 100% for achieving a passing grade.

The total annual amount a regular, full-time employee may receive per fiscal year from the City for tuition and educational reimbursement may not exceed \$2,500.00 for non-degree seeking individuals and \$3,500.00 for degree seeking individuals, these limits are separate and shall not be combined. No employee may receive more than \$3,500 in any fiscal year. Employees who are eligible for tuition and educational benefits under any other tuition refund or incentive program, policy, or agreement, are not eligible for tuition and educational benefits from the City. The City agrees that \$164,000.00 shall be budgeted and made available in 2027 \$18,000 shall be budgeted and made available in 2028 and \$20,000 shall be budgeted and made available in 2029 each of the three fiscal years of this Agreement for tuition reimbursement to the members of this bargaining unit, which shall be the same budgeted money established pursuant to the Rank and File agreement and not an additional ~~\$14,000.00~~ amount. This money must be used consistent with this article, but the parties also agree that the above noted amount shall be available only for use during each fiscal year of the term of this Agreement.

To be eligible to participate in the program, employees must: be full-time non-probationary employees; be in good standing without having received any suspensions during the last twelve (12) months, and have a current

performance evaluation that reflects an overall rating of satisfactory or above if applicable; be in a paid status; pursue job related undergraduate and graduate level courses taken for academic credit leading to Associate's, Bachelor's, Master's, or Doctoral Degrees through accredited colleges and universities accredited by organizations recognized by the U.S. Department of Education and verified at <http://ope.ed.gov/accreditation/Search.asp>. Employees working through a probationary period due to promotion and not new hire, are eligible for this benefit. The exclusion of probationary employees only applies to newly hired employees that are working through their new hire probationary period.

Employees interested in participating in the City's Tuition and Educational Reimbursement Program should submit a copy of the "Application for Tuition and Education Refund" to the Fire Chief for review and consideration prior to registration for the coursework. The Fire Chief will review and complete the form. The Fire Chief (or designee) will coordinate any further review and processing of the application.

All approved applicants must resubmit the original application form, along with original receipts for tuition books, and original grade report the Fire Chief for reimbursement, no later than 30 days from receipt of the grade(s). As appropriate, the City Manager will authorize payment under the Program. Employees who are candidates for certificates or degrees must also submit a statement from their Academic Department representative, or other acceptable documentation as determined by the Fire Chief, indicating the title of the degree or certificate sought and the field of specialization.

Employees receiving tuition and educational reimbursement from the City will be obligated to remain employed by the City for a minimum of three (3) years from the date of tuition and educational reimbursement. Employees who leave the City's service, whether voluntarily or involuntarily (e.g., performance or disciplinary-based terminations), within three (3) years following tuition and educational reimbursement will be obligated to refund the tuition and educational benefits provided by the City through deductions from their final payroll check based on the following schedule:

Leave the City's Service Within 1 Year of Tuition and Educational Reimbursement: 100% Refunded to the City

Leave the City's Service Between 1 Year and 2 Years of Tuition and Educational Reimbursement: 80 % Refunded to the City

Leave the City's Service Between 2 Years and 3 Years of Tuition and Educational Reimbursement: 70% Refunded to the City

Employee utilizing this benefit shall use the form provided in the City's Personnel Policies Handbook.

ARTICLE 24 STAFFING AND OVERTIME

Section 1: Overtime

An unanticipated vacancy is defined as If a-vacancy which occurs within 12 hours of shift change, Tthe city may fill the unanticipated vacancy with a step up employee. In the event there is not a step up employee available the employee in the seat where the vacancy occurred will be offered overtime first. If the overtime is not filled, it then shall be offered first by hours worked then by seniority in the following order:

1. Employees who are on duty and in the same position;
2. Employees who are off duty and in the same position;
3. Employees who are qualified

An anticipated vacancy is defined as a vacancy which occurs greater than 12 hours of shift change. The city may fill the anticipated vacancy with a step-up employee. In the event there is not a step-up employees available the vacancy shall be offered in the following order:

1. Employees who are in the same position;
2. Employees who are qualified.

Qualified is defined as being in the same rank as, or on the current promotional roster for, the position in which the vacancy occurs.

Mandatory overtime shall be filled by seniority with the least senior qualified employee first. Once an employee is mandatoried they shall receive an occurrence and be placed on the bottom of the Mandatory OT list.

All other overtime shall continue to be awarded in the same manner as in place at the time of the making of this agreement.

Employees assigned to the Spartan Schedule (24/48/24/96) shall be protected from mandatory callbacks during their designated four-day-off period ("Sacred Week"), except in the event of a declared State Emergency or natural disaster within the City of Greenacres as defined by applicable law. The city may require an employee to holdover for a maximum of 2 hours on the morning beginning their "Sacred Week" in the event they are below minimum staffing to allow for the replacement to arrive at the station.

ARTICLE 25
-EXERCISE EQUIPMENT

The City shall designate and equip a fitness area for use by unit members, off-duty or during down- time at all Fire Rescue Stations. Injuries occurring while engaged in recreational activities, including gym workouts under this article, will not be considered within the scope of employment for purposes of compensability under workers' compensation. The Labor Relations committee is going to create a schedule/matrix of exercise equipment and develop a schedule for purchase or replacement of exercise equipment during the fiscal year budget process based on years in service, condition, and other relevant purchase and replacement factors.

The City and the employees will share responsibility to maintain the equipment on a day-to-day basis, with the City having the responsibility for routine repairs.

ARTICLE 26 DONATION OF TIME

Section 1

Bargaining Unit personnel shall be able to donate vacation or sick time above 480 accumulated hours to other employees that are out of work due to sickness or injury. Non-probationary employees who have less than 480 hours of accumulated sick time may donate up to 48 hours in a 12-month period. Such donations shall be submitted to a Union Representative, who shall provide the City, on an approved form, with the names of donors and number of hours donated, and the name of the person to whom the hours have been donated. Donations shall be entirely voluntary and no undue influence shall be exerted by anyone to require that unit members donate time.

Section 2

A Bargaining Unit member may not use donations of time unless and until his or her available leave balances (vacation, sick) and compensatory time have been exhausted. The total of all donated hours to an eligible employee shall not exceed 1,152 hours in a 12 month period from the date of signing the donation form.

Section 3

Donations shall be on an hour for hour basis, notwithstanding rates of pay.

Section 4

Bargaining unit personnel shall not accrue any vacation leave, sick leave, or other personal and paid time off while using donated time.

ARTICLE 27 HEALTH AND SAFETY

Section 1

The parties agree to comply with all applicable requirements of Federal, State, County and City laws, rules and regulations pertaining to safety and health, protective clothing and emergency apparatus.

Section 2

The parties agree to form and maintain a Fire-Rescue Department Safety Committee to consider safety and health related issues. The committee shall adopt its own operational rules of procedures. The committee shall consist of six members: three (3) appointed by the Union President and three (3) by the Fire-Rescue Department. Meetings shall be called at least once each quarter during the calendar year.

Section 3

1. The Safety Committee will be responsible for:
2. Reviewing and analyzing reports of accidents, deaths, injuries and illnesses, and recommending rules and procedures for the promotion of health and safety among firefighters.
3. The committee will make periodic inspections of Fire-Rescue Department facilities on a quarterly basis or by special request.
4. The committee will keep minutes of each meeting and a written report of accidents, injuries and illnesses. These reports will be maintained by the Fire-Rescue Department and shall be made available to all committee members.

Section 4

The issues covered by the committee shall, after resolution by the committee, be forwarded to the Fire Chief. The committee's recommendation shall be advisory only. Final action on the committee's recommendation shall remain in the sole discretion of the City.

Section 5.

The City shall provide a biannual physical compliant with NFPA 1582 starting

October 1, 2024 with the following stipulations:

1. The provider of both the physical/medical screening and fit testing shall be mutually agreed upon by the Union President and City Manager or designee;
2. That the screening and testing will be completed while the employee is off duty;
3. That employees will be paid three (3) hours of pay at their overtime rate after completion of the testing and screening;
4. That the screening, testing and completion of the associated OSHA questionnaire will be mandatory for all employees;
5. That the only information provided back to the City will be confirmation of the completion of the testing and the associated OSHA questionnaire;
6. That the results of, and all records or other information pertaining to, any screening will remain between the employee and the provider, unless voluntarily disclosed by the employee;
7. The testing and screening dates will be determined by mutual agreement between the Fire Chief and President of the Union;
8. That employees who do not, for whatever reason, attend the scheduled testing and screening, will be responsible for completion of at least the testing portion at another facility no earlier than the month before and no later than the month after;
9. That if the City does not receive confirmation of the completion of the testing and related OSHA questionnaire by the agreed upon time frame, the affected employee will be placed in a light duty status, if such an assignment is available, until such time as confirmation of completion of the testing and related OSHA questionnaire is received by the City; and
10. That if an employee refuses to complete the testing and related OSHA questionnaire, that employee shall be subject to disciplinary action up to and including termination of employment depending on the circumstances and just cause.
11. This section may be modified by mutual agreement between the Fire Chief and President of the Union.

ARTICLE 28

LABOR RELATIONS COMMITTEE

Section 1

The parties agree to form and maintain a Labor-Management Committee that will be composed of up to three (3) members appointed by the City Manager or his/her designee, which will include the City Manager (or designee), and up to three (3) members of the bargaining unit designated by the Union President. The committee will meet upon the request of either party within fourteen (14) days, unless otherwise mutually agreed upon, at a place established by the City Manager.

Section~~s~~ 2

The purpose of the Labor-Management Committee is to facilitate communications between management and members of the union and to provide a forum to discuss Fire-Rescue Department related activities. It is agreed that the Labor-Management Committee is not to be used as a substitute for the collective bargaining process or as a forum to discuss issues that should be discussed through the collective bargaining process. Neither the Fire-Rescue Department or the City shall be bound by the results of any discussions, studies or reports generated by this committee, but will give consideration to suggested improvements or programs determined by the committee to be potentially beneficial to the morale, performance and financial management of the Fire-Rescue Department.

ARTICLE 29 SECONDARY EMPLOYMENT

All bargaining unit members must adhere to the General Order of the Fire Department as it relates to second jobs not with the City. However, it is agreed that in the event a bargaining unit member is not reporting to work due to a workers' compensation claim/injury, due to temporary disability, or other medical issue, that bargaining unit member cannot perform any job functions for any employer while on said leave without the written approval of the City, and any approved secondary employment must adhere to any and all physical and medical restrictions imposed by the employee's medical provider.

Additionally, in times of a state of emergency (regardless of type of emergency) as declared by federal, state or local officials, the City has the ultimate discretion and authority to temporarily suspend any secondary employment during a declared state of emergency.

ARTICLE 30
DURATION OF AGREEMENT AND SIGNATURES

Except as otherwise provided herein, this Agreement shall be effective October 1, 20263 and shall continue in force and effect until its expiration date of September 30, 20296.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the _____ day of _____, 20263.

FOR THE CITY:

FOR THE UNION

Andrea McCue
City Manager

Angelo Dariano
Treasurer

Quintella Moorer
City Clerk

~~Tyler Wallwork~~ Jeremy Guy
District Vice President

<u>October 1, 2026</u> <u>Payscale</u>	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 119,385.96</u>
<u>1</u>	<u>\$ 125,355.26</u>
<u>2</u>	<u>\$ 131,623.02</u>
<u>3</u>	<u>\$ 138,204.17</u>
<u>4</u>	<u>\$ 145,114.38</u>
<u>5</u>	<u>\$ 152,370.10</u>
<u>6</u>	<u>\$ 159,988.60</u>

<u>October 1, 2027</u> <u>Payscale</u>	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 125,355.26</u>
<u>1</u>	<u>\$ 131,623.02</u>
<u>2</u>	<u>\$ 138,204.17</u>
<u>3</u>	<u>\$ 145,114.38</u>
<u>4</u>	<u>\$ 152,370.10</u>
<u>5</u>	<u>\$ 159,988.60</u>
<u>6</u>	<u>\$ 167,988.03</u>

<u>October 1, 2028</u> <u>Payscale</u>	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 131,623.02</u>
<u>1</u>	<u>\$ 138,204.17</u>
<u>2</u>	<u>\$ 145,114.38</u>
<u>3</u>	<u>\$ 152,370.10</u>
<u>4</u>	<u>\$ 159,988.60</u>
<u>5</u>	<u>\$ 167,988.03</u>
<u>6</u>	<u>\$ 176,387.44</u>

AGREEMENT
BETWEEN
THE CITY OF GREENACRES
AND
The Professional
Firefighters/Paramedics of
Palm Beach County,
Local 2928, IAFF, Inc.



October 1, 2026 – September 30, 2029

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ARTICLE 1

PREAMBLE

This Agreement is entered, into by and between the City of Greenacres, Florida hereinafter referred to as the "City" and the Professional Firefighters/Paramedics of Palm Beach County Local 2928, IAFF, Inc., hereinafter referred to as the "Union". It is the purpose of this Agreement to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours and other conditions of employment between the City and the bargaining unit represented by the Union, hereinafter referred to as "members" or "employees".

ARTICLE 2 RECOGNITION

Section 1

The City hereby recognizes the Professional Firefighters/Paramedics of Palm Beach County Local 2928 IAFF, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2

The bargaining unit for which this recognition is accorded is as defined in Certificate Number 1835 granted by the Public Employees Relations Commission on March 24, 2014, comprised of all regular and probationary Firefighter/EMT, Firefighter/Paramedics, Driver Operators, Lieutenant, Fire Rescue Captains, Assistant Fire Marshal, and Fire Marshal. The Fire Chief, Assistant Fire Chief, Fire Rescue Division Chief, Administrative Assistant, Receptionist, and all other employees of the City of Greenacres are excluded from the bargaining unit.

The parties recognize and agree that the Fire Marshal position has expanded over the years such that the position has a supervisory conflict with the members of the unit and is expected to assume additional duties rendering the position managerial and/or confidential. The parties will be filing a joint Unit Clarification Petition with PERC and if the Final Order removes the Fire Marshal from the unit covered by this agreement, the parties agree that the terms of this agreement shall no longer apply to the Fire Marshal position effective on the date of such Final Order.

Section 3

The parties agree that from time-to-time changes are required to the list of classifications/positions/titles that are “included” and “excluded” from this bargaining unit as noted in PERC Certification Number 1835. The parties agree that they collaborate and jointly file, if possible, for clarification of the unit certification with the Public Employees’ Relations Commission to correct the unit certification based any future changes.

Section 4

The City shall send notices and communications with respect to changes to bargaining unit members' wages, hours, and terms and conditions of employment to:

Professional Firefighters/Paramedics of Palm Beach County Local 2928 IAFF, Inc.
3711 S. Congress Avenue
Palm Springs, FL 33461

ARTICLE 3 NON-DISCRIMINATION

Section 1

There shall be no discrimination against any employee covered by this Agreement solely because of Union activities protected by F.S. 447, or because of membership, non-membership or office held in the Union.

Section 2

The parties recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is an addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4 DUES DEDUCTION

Section 1

Upon receipt of a lawfully executed written authorization form from a bargaining unit member, the City agrees to deduct the current regular association dues deduction and two additional deductions as elected by the bargaining unit member biweekly and remit such deduction to the Secretary-Treasurer of the Union within fifteen (15) working days from the date of deduction. Each Fiscal Year, The Union shall notify the City, in writing, the amount to be deducted from each employee and shall notify the City, in writing, thirty (30) days prior to any change. Deductions may be percentage based. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature.

Section 2

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the City's finance director with a copy to the Union.

Section 3

The Union may change the amount of dues (including a program or benefit) one time per Fiscal Year, per employee. The City may deduct \$100.00 from dues, per employee, for any changes thereafter.

Section 4

The Union agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the City of Greenacres to deduct from my wages each pay period an amount equal to the current regular biweekly dues of the Union and the cost of any additional programs or benefits elected by me and to transmit this amount to the Secretary-Treasurer of the Professional

Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc.

Date:
Name:
Address:
Signature:

INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the City of Greenacres to stop deducting from my wages each pay period the current regular biweekly Union dues of the Professional Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc. A copy of this revocation has been forwarded to the Secretary- Treasurer of the Union.

Date:
Name:
Address:
Signature:

Section 5

The Union shall hold the City harmless against any and all claims, demands, and liabilities of any kind whatsoever arising from any action taken or not taken by the City, its members, officials, agents, or representatives in complying with this Section or in reliance upon any notice, letter, or written authorization supplied to the City pursuant hereto.

ARTICLE 5 MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects, provided that the exercise of such right does not have the practical effect of violating specific terms of the Agreement. The rights of the City shall include but not be limited to the following:

1. To determine the organization of City Government.
2. To determine the purpose of each of its constituent departments.
3. To exercise control and discretion over the organization and efficiency of the operations of the City.
4. To maintain the sufficiency of the operations of the City and to set standards for service to be offered to the public.
5. To manage and direct the employees of the City, including the right to assign work and overtime, and to establish, modify, or change rules and regulations applicable to employees covered by this Agreement.
6. To hire, examine, classify (subject to language in this agreement), promote, train, transfer, assign, and schedule employees in positions with the City.
7. To suspend, demote, discharge, or take other disciplinary action and impose sanctions for cause.
8. To increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duty because of lack of work, lack of funds, or any other reason not prohibited by Law.
9. To determine and establish internal security practices, including the right to search all areas of City property (e.g., lockers, computers) and personal effects based upon reasonable suspicion.
10. To determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased and the right to contract and subcontract existing and future work.
11. To determine the number of employees to be employed by the City.
12. To establish, change, or modify the number, types, and the

grades of positions or employees assigned to an organization, department or division thereof, or project.

13. To establish, change or modify duties, tasks and responsibilities or requirements of positions within the City.
14. To establish and revise or discontinue policies, rules, practices, programs, or procedures in Council Policies, Administrative Policies, and/or the Greenacres City Manual of Personnel Policies.

The City and the Union agree to allow qualified applicants who are relatives of current Fire Department employees to be considered for employment, provided that the following safeguards are in place to prevent conflicts of interest;

1. Exception

The City and the Union agree that qualified applicants who are immediate family members of current Fire Department employees may be considered for employment within the Greenacres Fire Department, notwithstanding the City's general nepotism prohibitions, provided that these safeguards are observed and that no individual is hired who is a relative of the City Manager, the Fire Chief or the Director of Human Resources.

2. Prohibition of Direct Supervision

No employee shall be employed, assigned, or transferred to a position where they are subject to the direct supervision, evaluation, or disciplinary authority of a relative. for purposes of this section, "direct supervision" includes authority over scheduling, work assignments, performance evaluations, promotions, discipline, or any terms and conditions of employment.

3. Prohibition on Recommendations

The City's policy regarding the prohibition against a public official advocating or recommending relatives for appointment, employment, promotion, or advancement remains in effect and applicable to the bargaining unit.

4. Administrative Safeguards

The Fire Chief, in consultation with the City Manager, shall ensure that no assignment, transfer, or promotion results in relatives being placed within or under the same chain of

command of their relative. If a potential conflict arises due to operational needs, the Department shall make reasonable accommodations, including reassignment, to maintain compliance with this section.

5. Current Standards Maintained

All applicants, including relatives of current employees, must meet the same testing, certification, and qualification standards as any other applicant. Nothing in this Article creates preferential treatment, automatic hiring, or immunity from discipline.

6. Waiver Authority

Consistent with City Policy, the City Manager retains ultimate discretion to determine whether a relative's hiring is appropriate and may grant a waiver provided safeguards are in place.

In the event that civil emergency conditions exist, the provisions of this Agreement may be suspended in accordance with the Public Employees Relations Act, as long as pay, benefits and just cause discipline shall remain in effect throughout.

ARTICLE 6 FIREFIGHTERS' BILL OF RIGHTS

The City agrees to comply with the provisions of the Firefighters' Bill of Rights, Sections 112.82 and 112.83, Florida Statutes. Members shall have only those rights and remedies provided by the statute and court decisions interpreting it.

The City agrees to comply with the provisions of the Firefighters Cancer Benefit, Sections 112.1816, Florida Statutes.

ARTICLE 7 UNION REPRESENTATION

Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party.

If any employee member of the bargaining committee is on duty during negotiation sessions, he/she may attend and participate in said sessions with no loss in pay if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee.

A Union representative may attend two (2) union meetings per month for up to four (4) hours, and any other emergency meeting scheduled during contract negotiations, without loss of pay, and if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee and shall not unreasonably be denied.

The City Manager and Fire Chief shall be notified in writing when there is a change to the appointed Union Representative(s).

ARTICLE 8 UNION BUSINESS

Section 1

The Union agrees that there shall be no solicitation of City employees for membership in the Union, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of Union or affiliated Union literature or any other solicitation activity of the Union during the working hours of City employees; provided, however, that this Section shall not be construed to prohibit communication of official Union business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's meal period.

The Fire Chief will designate the following bulletin board location in the Fire Rescue Department for the use of the Union bargaining unit herein covered:

- a) Kitchen – Station #94
- b) Hallway into bays – Station #95
- c) Hallway into bays - Station #96

The Union may post meeting notices and special information notices on the bulletin boards and on the First Arriving Dash Board for a period not to exceed thirty (30) days. Such notices may include: notices of Union meetings, notices of Union elections, notices of Union appointments to office, notices of Union recreational and social affairs and Union newsletters. All notices shall be submitted to the Fire Chief or his/her designee for review prior to posting. Permission to post notice shall not be unreasonably withheld.

All costs incidental to preparing and posting of Union material will be borne by the Union.

Section 2

A Union Representative shall be allotted a reasonable amount of time with a minimum of 30 minutes to meet with all new employees during the first 5 weeks of employment, for the purpose of explaining the Union's role as the Florida certified collective bargaining representative, and to answer any questions regarding the Collective Bargaining Agreement.

Section 3

Any time an investigation is completed, upon request, the Union shall be provided the entire investigative file, together with any proposed discipline, regardless of any bargaining unit member's right to such records. The documents shall be provided to the Union at no cost.

Section 4

There shall be created a pool of time known as Union Time Pool (UTP). Each employee who is covered by this agreement shall contribute four (4) hours of vacation time during the first full pay period of October each year. An employee who is not a member of the Union and who does not wish to participate in the funding of the UTP may opt out of this program by providing written notice to both the City and the Union by September 15 of each year. The Union Time Pool (UTP) may be used for Union business upon approval by the by the Union president or his/her designee.

Authorization by the Union President or designee for an employee to use the Union Time Pool must be submitted and approved in writing before such assignment is effective. The Union Time Pool shall be charged in one (1) hour increments. There will be no cost to the City for any time off related to the use of the Union Time Pool. If time off for use of the Union Time Pool requires a replacement employee who receives overtime pay, the Union Time Pool shall be charged one and one-half hours for every hour worked by the replacement employee.

A minimum of one (1) hour UTP shall be taken by an approved employee. A maximum of three (3) members may be approved at any one time unless staffing requirements prohibit such request.

Use of the Union Time Pool shall be subject to approval of the Fire Chief and or his/her designee. Approval shall not be withheld unreasonably. Under normal circumstances, the Union President or designee shall provide the Fire Chief or designee at least seventy-two (72) hours- notice before the requested use of the Union Time Pool.

ARTICLE 9 SENIORITY

Section 1

Seniority shall be defined as the total length of continuous service in the Fire Rescue Department and shall be computed from the time of appointment. Seniority shall continue to accrue during worker's compensation leave, holidays, vacation, funeral leave, compensatory leave, military leave, UTP Leave, and sick leave approved by the City. Leaves of absence without pay, either approved or otherwise, shall not count towards the accrual of seniority. Seniority for purposes of shift and station selection shall be defined as continuous service within the fire department for all Firefighters and Driver Operators and as continuous service within the applicable job code for Lieutenants and Captains. The Labor Relations committee shall create a bid policy no later than October 1, 2024, unless otherwise agreed by the Union President and Fire Chief, for approval by the Fire Chief. Once completed, the policy may be amended by mutual agreement between the Fire Chief or designee and Union President. Seniority for purposes of vacation shall be defined as continuous service in the Fire Rescue Department.

Section 2

Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement excluding DROP
3. Resignation
4. Is absent for three (3) consecutive working days without notification to and approval by the City. An employee may be reinstated to his/her position if the position is still vacant, by a showing of good cause to the Fire Chief, subject to the review of the City Manager, of why notification was not possible within three (3) days.
5. Failure to report to the City Manager's Office intention of returning to work within ten (10) days of receipt of recall as verified by Certified Mail, Return Receipt.
6. Failure to report to work at the termination of a leave of absence without pay.
7. Failure to report from Military Leave within the time limits

prescribed by law.

Section 3

The City agrees that seniority shall govern the following matters:

1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority. Such lay-offs will be accomplished within the established rank structure.
2. Any employee of rank shall be permitted to drop a grade in rank to preclude layoff consistent with his or her seniority.
3. Employees shall be called back from lay-off according to their seniority. Such call backs will be accomplished within the established rank structure in Section 3-1 of this article.
4. Such actions will incorporate a certified letter to the employee who will specify a ten (10) day time limit for reply as to whether or not he/she wishes to be considered for his/her old position. In any event, no position will be held open longer than ten (10) days after the receipt of the certified letter advising that his/her old position is being held for them.

Section 4

The City shall have the right to determine the means of effectuating necessitated layoffs. The City may impose general across-the-board layoffs, potentially affecting all members of the Bargaining Unit equally, regardless of classification. The City may impose layoffs which may impact specific classifications only, or other layoff formats that the City chooses in order to operate and manage its affairs in all respects.

Section 5

Laid off employees who are qualified for an existing opening in the Fire Rescue Department of the same or lesser rank than their former position which they previously held and remain qualified for (including retaining required certifications) will be recalled for up to one (1) year from the time they are laid off. Laid off employees shall be recalled in reverse order in which they were laid off. In the event of a recall, the City shall notify the employee at their last known address of record with the City by certified mail, return receipt, of such recall and give the employee ten (10) days to reply. It is the responsibility of the employee to keep his/her current address on file

with the City. No position shall be held open for an employee for more than ten (10) days after he/she has received the Notice of Recall.

ARTICLE 10 DRUG FREE WORKPLACE

Section 1

Drug tests may be administered by the City pursuant to the drug-free workplace program; Section 440.102, Florida Statutes; and the City of Greenacres Drug- Free Workplace Policy which may be modified as set forth herein.

Section 2

All positions in the bargaining unit are agreed to be special risk and mandatory testing positions, including but not limited to regular and probationary Firefighter/Paramedics, Firefighter/Emergency Medical Technicians, Fire Rescue Captains, Driver Operators, Lieutenants, Assistant Fire Marshals, and Fire Marshals, employed by the City shall be subject to screening for the presence of alcohol or drugs; however, the City shall not conduct random testing. Testing shall be conducted for job applicants, reasonable suspicion, post-accident/injury, and follow-up testing.

Section 3

The City of Greenacres has a longstanding commitment to provide a safe and productive work environment consistent with the standards of the community in which we serve. The use of drugs by City employees, on or off the job, and the state of being under the influence of drugs or alcohol while at work are inconsistent with the law-abiding behavior expected by all citizens and the special trust placed in City employees as public servants. Alcohol and drug use and abuse poses a threat to the health and safety of the City of Greenacres employees and to the security of the City's property and facilities. The City of Greenacres is committed to the elimination of drug and alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to establish the City as a Drug Free Workplace in accordance with the program requirements outlined in Florida Statute § 440.102.

Definitions

"City premises" includes all buildings, offices, facilities, grounds,

parking lots, places and vehicles owned, leased, used, or managed by the City of Greenacres or on any site on which the City is conducting business.

“Drug” means 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 these substances.

“Drug Test” means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites.

“Employee” is a person who works for the City on a wage, salary or unpaid basis, who is subject to the control and direction of the City in the performance of their duties. To the extent the individual is covered by this agreement, this definition includes all volunteers and contract employees.

“Follow-up drug testing” means testing at least once per year for a 2-year period following completion of a mandated or voluntary employee assistance program for drug-related problems or a drug rehabilitation program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

“Job Applicant” is an individual who has applied for a Special Risk or Mandatory Testing position with the City covered by this agreement, has been selected and offered the position contingent upon completion of a background check, post-offer physical and drug test.

“Medical Review Officer” (MRO) is a licensed physician who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee’s positive test result in relation to the employee’s medical history or any other relevant biomedical information.

“Mandatory Testing Position” is any position, including a supervisory or management position, a job assignment that requires

the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

“Reasonable-suspicion drug testing” means drug testing based on a belief that an employee is using or has used drugs in violation of the City’s policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the City.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work. This type of testing is commonly referred to as “post-accident testing.”
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer’s premises or while operating the employer’s vehicle, machinery, or equipment.

“Special Risk Position” is a position that is required to be filled by a person who is certified as a firefighter by the State.

“Specimen” means a tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure or otherwise fail to adhere to this policy. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04 evidenced by a confirmed positive test result as determined by the MRO.

"Under the influence of drugs" means a confirmed positive test result as determined by the MRO. Note: If an employee with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition) tests positive based on the substance limits for the drug test, it will be reported by the MRO as a positive drug test and will be treated in accordance with all other positive drug tests.

Employee Assistance

The City may assist and support employees who voluntarily seek help for problems with drugs or alcohol before becoming subject to discipline or termination under this or any other City policies. Such employees may be allowed to use accrued paid time off, placed on a leave of absence, referred to treatment providers and otherwise reasonably accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and are required to take and pass follow-up tests without advance notice of testing. Once a drug test has been scheduled, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and possible discipline, up to and including termination, will be enforced.

Work Rules

1. The possession, use, sale, solicitation, or transfer of medical marijuana is not allowed on City premises; employees shall not be

under the influence of medical marijuana while on duty.

2. Whenever employees are working or operating any City vehicle, are present on City premises, or are conducting City-related work offsite, they are prohibited from:

a. Using, consuming, possessing, buying, selling, manufacturing, or dispensing a drug (to include drug paraphernalia).

b. Being under the influence of alcohol or drug.

c. Using, consuming, possessing, buying, selling, manufacturing, dispensing alcohol.

3. The presence of any detectable amount of any drug or alcohol in an employee's system, while performing City business or while in a City facility, is prohibited.

4. The City will also not allow employees to perform their duties while taking prescribed drugs that may adversely affect their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

5. Any drug or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

6. The MRO shall provide employees and applicants an opportunity to provide any relevant information prior to the test, including identification of currently or recently used prescription or non-prescription medications, including those with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition).

a. There are no waivers or exceptions for applicants or employees with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition).

7. Any employee who believes that another City employee is using

or has used drugs or alcohol in violation of this Article shall immediately report that information to their Department Director and/or Human Resources. Failure of an employee to make such report could result in disciplinary action up to and including termination.

Required Testing

1. Pre-employment

All applicants for Special Risk and Mandatory Testing positions and/or those required to drive as part of their position must pass a drug test before beginning work as a condition of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

2. Reasonable Suspicion

Employees are subject to testing as defined above. Recommendations for reasonable suspicion drug testing shall be made by a supervisor, who shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. The employee may request a copy of this documentation. The original documentation shall be kept confidential. Supervisors making such recommendations shall have received "Supervisory Training for EAP." Human Resources shall be consulted before sending an employee for testing. All levels of supervision making this decision must use the Reasonable Suspicion Reporting Form (Attachment B to the Employee Handbook) to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of drugs or alcohol. If the results of the Reasonable Suspicion Reporting Form indicate testing is necessary, the Assistant Fire Chief or designee shall arrange for transportation to the testing facility. Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A Supervisor outside of the bargaining unit or Human Resources must escort the employee; and will arrange for the employee to be transported home.

3. Reasonable Suspicion/Post-Accident

All employees causing or contributing to an on-the-job vehicular

accident, industrial accident, or who sustain and are evaluated and treated for an on-the-job injury will be drug tested as soon as reasonably possible following such incident when the property damage is estimated to exceed \$5,000.00 (as determined in the sole discretion of Risk Management).

All employees causing or contributing to an on-the-job vehicular accident or industrial accident resulting in the death or injury to another requiring medical treatment will be drug tested as soon as reasonably possible following such incident.

Under no circumstance will the employee be allowed to drive themselves to the testing facility under any of the foregoing circumstances. Testing shall generally occur within two (2) hours of the accident, but not after eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any delay after two (2) hours must be detailed in writing by the immediate supervisor on duty at the time of the accident.

Employees will be placed on paid administrative leave while pending test results.

Employees who leave the scene of an accident and/or who do not inform their supervisor or Human Resources of the accident and how to reach them for testing purposes, barring medical-related emergencies, will be considered to have refused testing and may be subject to disciplinary action up to and including termination of employment.

If an employee is injured in the scope of his/her employment and drug tests and/or other medical evidence indicates the presence of drugs or alcohol in the employee's body at that time of the accident, the employee may be required to forfeit any medical or indemnity benefits available under Florida's Workers ' Compensation statute, and may also forfeit eligibility for unemployment benefits. These penalties are in addition to any other penalties that may apply under this Policy or under applicable law.

4. Follow-Up

Employees who have tested positive, or otherwise violated this policy,

are subject to discipline, up to and including termination. Depending on the circumstances and the employee's work history/record, the City may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance agreement after completion of a rehabilitation program pursuant to mutually agreeable terms, which shall include follow-up drug testing at times and frequencies determined by the City for a period of two (2) years. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be subject to immediate termination from employment.

Collection and Testing Procedures

Employees subject to alcohol testing must be driven to a City-designated facility and directed to provide specimens. (Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A Supervisor or Human Resources must escort the employee; and will make arrangements for the employee to be transported home). A specimen level of .04 or greater is reported as a positive test result.

10 PANEL DRUG SCREEN (with over the counter and prescription drugs which could alter or affect test results)*

Consists of:

1. AMPHETAMINES
Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Methamphetamine
2. MARIJUANA (CANNABINOIDS) in all forms
Marinol, (Dronabinol, THC)
3. COCAINE (metabolite)
Cocaine HCl topical Solution (Roxanne)
4. OPIATES
Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine. Empirin with Codeine, APAP w/Codeine, Aspirin w/ Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
5. PHENC YCLIDINE (PCP)

- Not legal by prescription
- 6. METHAQUALONE
Not legal by prescription
- 7. BARBITURATES
Amobarbital, Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Pentobarbital, Secobarbital, Phrenilin, Triad, etc.
- 8. BENZODIAZEPINES
Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Zanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax
- 9. METHADONE
Dolophine, Methadose
- 10. PROPAXYPHENE
Darvocet, Darvon N, Dolene, etc.
- 11. Other Synthetic narcotics not listed herein.
- 12. Alcohol (.04 or higher)

*Due to the large number of obscure brand names and constant marketing of new products, this list cannot and is not intended to be all-inclusive. New drugs will automatically be added to the list of controlled substances based on Florida Statute and federal laws, rules, and regulations.

Employees and job applicants are permitted to consult with a medical review officer for technical information regarding prescription or nonprescription medication.

The laboratory transmits all positive drug test results to a MRO retained by the City, who offers persons with positive results a reasonable opportunity to confidentially report to a medical review officer the use of prescription or nonprescription medications to a medical review officer both before and after being tested, including to rebut or explain the results within five (5) working days after receiving notification of the test result. If the employee's explanation or challenge is unsatisfactory to the MRO, the MRO may report a positive test result to the employer.

The City shall incur the cost of all tests which it requires of applicants and employees. An employee shall incur the cost of any additional

testing not required by the City.

Consequences

Job Applicants who refuse to cooperate with a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense a drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the City believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

The first time an employee tests positive for alcohol or drug use under this policy, the result may be discipline up to and including termination. The City may not terminate, discipline, or discriminate against an employee because the employee has voluntarily come forth to seek treatment for a drug-related problem prior to being directed to submit to a test or engaging in conduct that would result in a test if the employee has not previously tested positive for drug use.

Employees will be paid for time spent during alcohol or drug testing and then placed on paid leave pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include the Fire Chief or designee, City Manager or Designee, and Human Resources.

An employee who is terminated or denied employment as a result of a positive drug/alcohol test, may not qualify for unemployment compensation benefits.

Violating this policy may negatively impact the employee's ability to gain the benefits of workers compensation insurance, COBRA, and/or unemployment benefits.

Confidentiality

Information and records relating to drug test results, drug and alcohol dependencies, and legitimate medical explanations provided to the

MRO should be kept confidential to the extent required by law and maintained in secure files separate from the personnel files. Such records and information may be disclosed among directors, supervisors, and legal counsel on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee.

Inspections

The City reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

Crimes Involving Drugs

The City prohibits all employees from manufacturing, distributing, dispensing, possessing, being under the influence of, or using a drug in or on City premises or while conducting City business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel should be notified, as appropriate, when criminal activity is suspected.

The City does not desire to intrude into the private lives of its employees, but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, the City reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off the City premises.

Any City employee who is arrested or convicted for a violation of a criminal drug statute must notify Human Resources in writing of such arrest or conviction immediately but in no event later than five (5) calendar days subsequent to such arrest or conviction. Employees must keep the City advised of the status of any pending criminal drug or alcohol case. Written notification of any criminal drug or alcohol conviction or other court adjudication of charges withheld, pending, and/or completion of court probation must be provided to Human Resources Division within five (5) calendar days of the court's decision. Based on job function and a failure of an employee to make such report

could result in disciplinary action up to and including termination.

Reasonable Suspicion and Post-Accident Testing Protocol

1. The employee will be advised that the City believes that there is reasonable suspicion that he or she is affected by drugs or alcohol (or due to the nature of the accident the policy mandates this) and that this test is being ordered to confirm or deny this suspicion.
2. The employee will be transported to any one of the City's contracted testing facilities. A Supervisor or Human Resources Designee will accompany the employee. Under no circumstances will the employee be allowed to drive himself or herself to the testing facility.
3. The employee to be tested must present a photo ID (i.e., a driver's license or state ID card) to the testing facility staff before the specimen can be obtained. Ensure that the employee brings the photo ID with him or her when leaving the City premises or accident location.
4. The employee to be tested must sign a consent form provided by the testing facility and authorize release of results to the City. Refusal to sign is addressed under the "Consequences" section of this Article.
5. A City Director/Supervisor must sign as a witness to the collection procedure, along with the tested employee.
6. After returning to the City or when leaving the testing facility, the supervisor/manager or designee must make arrangements to transport the employee home. Under no circumstances will the tested employee be allowed to drive himself or herself home.

Challenges to Test Results

1. Within five (5) working days after receipt of a positive confirmed test result from the MRO, the City will inform an employee or job applicant in writing of the positive test result, the consequences of such results, and the options available to the employee or job applicant. The City will provide to the employee or job applicant, upon request, a copy of the test results.
2. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit

- information to the City explaining or contesting the test result, and explaining why the employee believes the result should not constitute a violation of the City's policy.
3. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written explanation as to why the explanation is unsatisfactory, along with the report of positive result, shall be provided by the City to the employee or job applicant; and all such documentation shall be kept confidential by the City and retained for at least 1 year.
 4. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the City to have a portion of the specimen retested, at the employee's or job applicant's expense, at another licensed and approved laboratory, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.
 5. The employee or job applicant is responsible for notifying the laboratory of any administrative or civil action brought relating to the testing.

Resources

Employees should refer to the City's Personnel Policies Handbook for the names and contact information of local resources for employees in distress.

Section 4

All individuals are prohibited from smoking, using tobacco products, and/or using simulated smoking devices. Employees who violate this policy may be subject to disciplinary action. For purposes of this Article, "tobacco products" include, but are not limited to cigarettes, cigars, chewing tobacco, "dip", and pipe smoking. A "simulated smoking device" includes, but is not limited to, electronic cigarettes, electronic pipes, or other devices intended to resemble or having the appearance of a cigarette, cigar, pipe, or other tobacco product._

Section 5.

This article may be amended by mutual agreement by the Union President and the City Manager or their designees.

ARTICLE 11 LEAVE POLICY

Section 1

Leaves shall be in accordance with the procedures and policies of the City of Greenacres Manual of Personnel Policies on ratification, except as modified below. All leave except for pre-planned sick leave and Union Time Pool shall be requested through the "On Duty BC" via the fire department scheduling program. This article may be amended by mutual agreement between the Union President and Fire Chief.

Section 2

An employee is eligible for vacation leave with pay the first payroll period beginning on or after the employee completes six (6) months of continuous service at which time the employee shall be credited with their first year of accruals.

Paid vacation for bargaining unit employees shall accrue following their 1 year anniversary in accordance with the following schedule on a bi-weekly basis:

	<u>42 Hour Employees</u>	<u>Other Employees</u>
6 months-5 years	96 hours	96 hours
6-10 year	126 hours	136 hours
11-15 years	168 hours	176 hours
16 or more years	216 hours	216 hours

In the first week of October, the Department will advise employees of the available vacation time based on scheduling and staffing concerns. First round selection of vacation must be made between October 16th and October 31st. Selection will be made by seniority in rounds. Round one vacation must be in increments of at least one (1) week (40 hrs. or 48 hrs.). If an employee wants to select more than one (1) week of vacation during round one, additional weeks must be taken consecutively with the first week. After all employees have made their round one selection, Round 2 selection of vacation will take place November 1st thru November 15th. After Round 1 and Round 2, employees may select any remaining vacation time on a first come, first served basis. First and second round vacation selections may

only be cancelled up to twenty-one (21) days in advance of the requested leave. Employees shall not be forced to use vacation time each fiscal year.

Section 3

All requests for vacation shall be made at least twelve (12) hours in advance from the start of the requested day. The Fire Chief or his/her designee may at his/her discretion approve vacation time inside of the twelve (12) hour time period if no coverage is needed. Vacations may be canceled in the event of an emergency as determined by the City.

Section 4

In the event that a shift is at minimum staffing levels, leave requests will be limited to one (1) Captain, one (1) Lieutenant and two (2) non-supervisory positions per shift utilizing vacation time in accordance with this Agreement.

Section 5

There shall be no cap on the amount of vacation hours kept in each employee's bank. In the last pay period of August each year, vacation time in excess of two hundred sixteen (216) hours shall be paid out at the employee's current rate of pay. The payment of leave upon separation and the financial hardship vacation buy-back of vacation leave, or any other payment for vacation leave, shall be governed by the City's policy in the employee handbook as enacted and amended from time to time, except as modified herein. In the event of any such payment, this shall be a separate payment and will have all applicable deductions taken out through the City's normal payroll process.

Section 6

All employees shall be covered by the sick leave policy maintained in the City's Manual of Personnel Policies, except as modified by this Agreement.

Fire Rescue employees assigned to work 24 hour shifts shall accrue sick leave at the rate of one- third shift each month, for a total of four (4) shifts per year.

Employees utilizing sick time must notify the department via the department approved staffing program. Employees utilizing approved sick leave shall

not be required to remain at their residence or any specific location during such leave. Employees shall not be obligated to report their whereabouts while on sick leave. Use of sick time for greater than 48 consecutive hours may require a note from a physician.

In the paycheck for the last pay period of each fiscal year bargaining unit employees who have accrued more than 960 hours of sick leave shall be cashed out for all hours above 960 at their regular rate per hour. Employees may opt to receive compensation for one-half of the total number of hours accumulated above 480. This compensation shall be paid at one-half the employee's regular rate per hour, such that for each half-hour of pay, one full hour sick leave will be deducted from the employee's accumulated sick time.

Employees shall be covered by the following sick leave policy:

Years of Service	% of Sick Leave Payout
0 to 5	0%
5 to 10	25%
10+	50%
Normal Retirement*	100%

*When an employee is eligible for and applies for a retirement benefit under FRS or the City Plans

Section 7

Employees working a 40 hour, 5/8 schedule who take sick leave on a holiday, the regularly scheduled day before or the regularly scheduled day after a holiday shall not receive holiday pay. Employees working any other schedule who take sick leave on a holiday, the calendar day before or the calendar day after a holiday shall not receive holiday pay. Employees who work on a holiday shall receive holiday pay notwithstanding any sick leave taken. Bargaining unit employees shall receive eight (8) hours of holiday pay for each City approved holiday, currently 13 per year and Patriot's Day (September 11th), whether or not the employee works on the holiday. 40-hour employees will observe Patriot's Day on the Friday before Easter each year and receive the day off with pay.

Section 8

Shift employees covered by this agreement will receive their holiday pay at

straight time in one lump sum in September of each year in a separate payment with all applicable deductions.

The holiday pay benefit for those shift employees who work less than a full fiscal year shall be paid on a pro-rata basis for only those City approved holidays the shift employee has actually earned the holiday pay benefit under Article 11, Section 7 above. Payments shall be paid to shift employees who separate before the end of the fiscal year at the time of the employee's separation.

Section 9

The City reserves the right to require documentation supporting a request for bereavement leave.

40 hr. Employees will receive twenty-four (24) hours of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. The employee may request up to sixteen (16) additional hours of leave, which can be granted in the Fire Chief's sole discretion, with pay which shall not be charged against any other type of leave. The Fire Chief may request appropriate documentation for the need for funeral leave. Employees who need additional time off, regardless of where the funeral takes place, may apply for such leave with the use of vacation leave.

42 hr. Employees will receive twenty-four (24) hours of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. The employee may request up to twenty-four (24) additional hours of leave, which can be granted in the Fire Chief's sole discretion, with pay which shall not be charged against any other type of leave. The Fire Chief may request appropriate documentation for the need for funeral leave. Employees who need additional time off, regardless of where the funeral takes place, may apply for such leave with the use of vacation leave.

Section 10

Comp time must be used in increments of no less than one (1) hour.

ARTICLE 12 INSURANCE

The City shall provide all bargaining unit members with the same insurance plans (health, dental, life insurance – this brief list is illustrative only and in no way limits or binds the City in providing any type of insurance, but merely states that types of insurance the City currently offers in a non- exhaustive fashion) and provide the same premium payment rates as non-bargaining unit City employees. The City's insurance plans shall be uniform across all employees.

The City may alter coverage provided in this article only after providing the union with notice 10 days prior to the effective date of the change.

The City shall fund the employees' HRA in the amount of no less than \$500 on January 1st each year. Funds shall be available for use consistent with IRS guidelines and applicable plan rules.

Unused HRA funds shall roll over from year to year and remain available to vested employees for all eligible medical expenses permitted under IRS regulations. Bargaining members who are vested shall not lose or forfeit unused HRA funds at the end of the fiscal year. Members who separate from employment prior to vesting shall forfeit any unused HRA balances.

ARTICLE 13 UNIFORMS AND EQUIPMENT

Section 1

The City shall furnish uniforms to all bargaining unit members who are required to wear uniforms in the performance of their duties.

Section 2

Any uniform or related equipment initially supplied by the City, which is damaged or destroyed while an employee is acting in the performance of his/her official duties, shall be replaced by the City at no cost to the employee, provided the same is not the result of his/her negligence. Such claim of loss must be supported with reasonable proof and shall be subject to the approval of the Fire Chief or his/her designated representative.

Section 3 Fire Certified Personnel Uniforms

Effective October 1 of each year, non-probationary fire certified personnel in the bargaining unit shall receive a uniform credit in the amount of three hundred fifty (\$350.00) dollars to be used for the purchase of approved items from the City's selected vendor which may include, but is not limited to, approved uniforms, approved work-related equipment, approved class A uniform, and approved bunker gear bags. The City shall provide needed firefighting gear to firefighters and uniforms to newly hired probationary employees as listed herein. Effective October 1 of each year following completion of probation, the employee will be provided a three hundred fifty (\$350.00) dollar uniform credit to be used for the purchase of approved items. In the event a unit member loses brass, badges, or any other official identifier, the unit member must immediately report the missing items to the department. The ability to utilize the \$350.00 uniform credit for such items will be made on a case-by-case basis in the discretion of the department. The uniform credit account will close, and all orders must be placed by, August 1 of each year.

The City agrees to provide each employee with a two hundred fifty (\$250) dollar stipend on the first pay cycle in January of each year to cover the cost of items not offered by the selected uniform vendor. The rank of personnel shall be applied to newly issued uniforms. Personnel who have been certified as TRT shall have the designation on their uniform.

New employee uniform list:

EMT pants – 2
Class B dress pant - 1
Polo shirts – 1
PT shorts - 1
T-shirt - 5 CQB belt – 1
Windbreaker – 1
Baseball style hat - 1
Job shirt - 1
Utility jumpsuit - 1
Badge – 1
Nameplate – 1
Class A shirt LS blue - 1
Class A necktie – 1
Class A belt -1
Class A dress pant – 1 (upon completion of probation)
Class A jacket – 1 (upon completion of probation)
Class A hat – 1 (upon completion of probation)

ARTICLE 14 WORKWEEK

Section 1

Except in the event of an emergency, the City reserves the right to change regular shift (A, B, C, or D) assignments upon seven (7) days' notice. The Department may not change individual shift assignments solely to avoid payment of overtime.

Fire Rescue employees assigned to work 24 hour shifts shall work an average of 42 hours per week over a 28 day work period. The "Spartan Schedule" shall include a repeating work pattern of twenty-four (24) hours on; followed by forty-eight (48) hours off; followed by twenty-four (24) hours on; followed by ninety-six (96) hours off; to ensure an average forty-two (42) hour workweek. The shifts will rotate as follows: A, B, C, D, B, A, D, C.

A 12-month trial period of the Spartan Schedule shall commence upon Oct 1, 2026. No later than thirty (30) days prior to the conclusion of the Trial period, the Union shall conduct a secret ballot vote of all bargaining unit members assigned to 24-hour shifts. The ballot shall present two options:

1. Continue the Spartan Schedule indefinitely; or
2. Transition to a 24/72 schedule, maintaining an average 42-hour work week

The vote shall be conducted by the Union with the results certified in writing to the Fire Chief and City Manager. The schedule chosen by majority vote shall be implemented no later than ninety (90) days after certification of the vote results, unless another implementation date is mutually agreed upon by the Fire Chief and the Union President.

In the event of a tie or if no option receives a majority of votes cast, the work schedule in effect on the final day of the Trial period shall remain in effect unless and until changed through collective bargaining or mutual written agreement of the parties.

Section 2

Employees shall be paid at an overtime rate for all hours worked outside their regularly scheduled work hours.

Section 3

Off-duty employees called out to work shall be paid a minimum of three (3) hours overtime.

Section 4

Compensatory time may be offered to 40hr employees in lieu of overtime pay, subject to the following situations:

- A. The Fire Chief shall have the option of offering compensatory time in lieu of overtime pay at a minimum rate of time and one-half ($\frac{1}{2}$).
- B. Once offered, an employee shall have the option of receiving compensatory time in lieu of overtime pay.
- C. There shall be a maximum accrual of forty (40) hours for 40hr employees. Any time in excess of this shall be paid at the appropriate rate of pay for the hours worked.
- D. If an employee is permanently separated from the City, the employee shall be compensated for any unused compensatory time.

ARTICLE 15 SHIFT EXCHANGE

Section 1

Employees may exchange shifts or parts of shifts with another “qualified” employee (“qualified” being any employees who are listed on the final promotional register, or an employee of the same rank) with prior approval of the immediate supervisor of the employee requesting the exchange. Approval for exchanges of time shall not unreasonably be denied. All employees seeking to swap shifts must have 36 hours of sick leave accruals available prior to and during each shift on which a swap is to take place in order to be able to comply with Section 3 below. If any requesting employee falls below 36 hours of accrued sick leave, the remaining requested shift swaps will be placed on hold until the sick leave bank accruals are replenished to 36 hours or will be cancelled. Probationary employees cannot participate in shift swaps. The Fire Chief or designee has the discretion to allow exemptions to this paragraph in extenuating circumstances.

Section 2

Shift exchanges must be accomplished within twelve (12) months. Shift exchanges shall not result in the City incurring overtime liability it would not otherwise incur.

Section 3

Employees are responsible for making all exchanges, subject only to approvals as described above. An employee who accepts a shift exchange is responsible for working that exchange, and will be subject to disciplinary action for non-attendance. If the employee who is scheduled to work a shift exchange does not report to work or is absent from any work time during that scheduled shift exchange (including but not limited to on/off duty injury, severe illness or pregnancy), that employee will be charged the time from his/her leave accruals required to cover his/her absence, which shall be charged to the employee’s accruals at the time and one-half rate if any overtime costs are incurred by the City to obtain coverage for that employee. An employee whose accruals are charged shall also remain subject to disciplinary action for non-attendance.

Section 4

Employees must work their end of all exchanges, and compensation in any other form may not be used to repay an exchange. If an employee quits and owes other employees exchanged shifts, the employees affected are not owed any compensation from the City.

Section 5

Shift exchanges for educational purposes will not be denied if they otherwise meet the requirements of this Article.

Section 6

Shift exchanges between employees of different ranks must be scheduled on shifts in which both employees are scheduled to work in the same rank.

ARTICLE 16 SALARY PLAN

Section 1

Promotions -

Employees promoted to the positions of Captain, Fire Marshal, Assistant Fire Marshal, or Driver Operator shall move to the lowest step providing at least a 5% increase above their current rate of pay or to the highest step. Employees promoted to the position of Lieutenant shall move to the lowest step providing at least a 10% increase above their current rate of pay or to the highest step.

The City and bargaining unit agree to create a new Probationary Step (also known as Step 0) on the new salary schedule for probationary employees. Upon successful completion of the employee's probationary period, the employee will be slotted into step 1 of the new salary schedule.

Section 2

- A) First year; October 1, 2026 through September 30, 2027.

Attached to this agreement is a new salary schedule for 2026-2027. Each employee shall remain at their current step placement and shall continue to progress in accordance with Section 3.

- B) Second Year: October 1, 2027 through September 30, 2028 including a 5% across the board increase.

The salary schedule for year two of this Agreement is attached hereto and shall be implemented.

- C) Third Year: October 1, 2028 through September 30, 2029 including a 5% across the board increase.

The salary schedule for year three of this Agreement is attached hereto and shall be implemented.

Section 3

Effective on the employee's anniversary date, the employee shall move to the next level on the salary plan. If an employee reaches the top of the salary plan, said employee shall receive no increase.

Section 4

Assignment Pay –

24-hour Shift Employees permanently assigned to work a 40hr work week shall receive a 10% increase to their current salary.

Firefighter/EMT's and Driver Operators who become State of Florida Paramedic certified and are signed-off to function as a Paramedic per department standards and who are assigned as a Paramedic shall receive 15% assignment pay on top of their current Firefighter/EMT or Driver Operator salary.

With the approval of the Medical Director Firefighter/EMT's and Driver Operators who enroll in a state accredited Paramedic program shall be assigned Paramedic Assisting responsibilities under direct supervision of certified paramedics. These employees shall receive 2% pay on top of their current salary after successfully completing the first semester of their program, an additional 4% pay on top of their current salary after successfully completing the second semester, and an additional 4% pay on top of their current salary after successfully completing the 3rd semester for a total of 10% assignment pay. Employees who complete the paramedic program shall continue to receive Paramedic Assisting assignment pay for up to 6 months while completing the credentialing process. If an employee fails, withdraws from, is dismissed from, or does not successfully complete any semester of the program or the Paramedic credentialing process, all Paramedic Assisting assignment pay shall cease immediately.

Filling a Temporary Vacancy –

Employees assigned to fill a temporary vacancy for Battalion Chief, Captain, Lieutenant or Driver Operator shall have their regular rate of pay increased by 5% for said hours worked. Such employees must be on the eligibility list for the respective position they will be assigned to.

In the event that there are no employees on the eligibility list for Captain, Lieutenant, or Driver the City will immediately start the promotional process

for the applicable rank. While a new list is being established, qualified employees may be utilized for overtime to fill a vacancy in the Captain, Lieutenant or Driver rank. This will occur only after all other employees that hold the rank in which the vacancy exists have turned down said overtime.

Section 5

Employees with ten (10) or more years of service shall receive an annual payment of \$500.00, employees with fifteen (15) or more years of service shall receive an annual payment of \$750.00, and employees with 20 or more years of service shall receive an annual payment of \$1,000.00 with all necessary and applicable deductions during the normal payroll process. This annual payment will be processed during the payroll period after the employee's anniversary date.

Section 6

Nothing in this Agreement will require the payment of wage increases of any kind after the expiration of the Agreement.

Section 7

The City and Union may agree to exercise a re-opener of Article 16, Section 2, of this Agreement for the limited purpose of re-negotiating the across the board increases provided therein, in the event the City realizes economic losses that render the across the board increases unaffordable. The City and Union shall agree to reopen between May 1, 2027, and 5:00 pm on June 1, 2027, to re-negotiate for the Second Year and between May 1, 2028, and 5:00 pm on June 1, 2028, to re-negotiate for the Third Year. These deadlines shall be strictly enforced. Failure to agree to re-open within the time frames established herein shall constitute a waiver of the City's right to re-open for that fiscal year.

Section 8 Investigator Incentive

Employees who are certified by the State of Florida as Investigator 1 shall receive a \$500 annual incentive with all necessary and applicable deductions during the normal payroll process. The annual payment will be processed after the first payroll of the employee's anniversary date.

Employees who are certified by the State of Florida as Investigator 1 and

perform the duties on an Investigator shall receive a \$2,000 annual incentive with all necessary and applicable deductions during the normal payroll process. The annual payment will be processed after the first payroll of the employee's anniversary date.

ARTICLE 17 SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A grievance shall be defined as a dispute over the interpretation or application of the specific provisions of this Agreement.

Section 2

Should the City wish to press a grievance, such grievance must be presented to the Union for a response. The Union shall have ten (10) calendar days in which to submit a written response. The City may appeal the Union's response to arbitration pursuant to Section 4 of the procedure below.

Section 3

In a mutual effort to provide harmonious relations between the parties to this agreement, it is agreed to and understood by both parties that there shall be a procedure in this department for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this agreement as follows:

- Step 1. The aggrieved employee or a union representative may present a written grievance to his/her Battalion Chief within ten (10) calendar days of the occurrence or knowledge of the matter-giving rise to the grievance. The Battalion Chief shall attempt to adjust the matter within his/her authority and respond to the party presenting the grievance within ten (10) calendar days.
- Step 2. If the grievance has not been satisfactorily resolved in Step 1, the Union representative and/or the aggrieved employee may appeal the grievance to the Fire Chief, within ten (10) calendar days after the time the response from the previous step is due. The Fire Chief shall respond, in writing, within ten (10) calendar days to the employee and Union.
- Step 3. If the grievance is not satisfactorily resolved in Step 2, the aggrieved employee or the Union may appeal the grievance to the City Manager, in writing, within ten (10) calendar days of the date the response was due in Step 2. The City Manager shall

respond in writing within ten (10) calendar days to the employee and the Union.

Note: The time limits set forth may be waived only by mutual agreement, in writing, between the parties. If the Union fails to advance a grievance within these time limits, the grievance will be treated as withdrawn with prejudice.

If the City fails to respond to the grievance within these time limits, the grievance will be treated as denied, effective on the date the response was due. For grievances relating to more than one (1) bargaining unit member, the Union may file a grievance on behalf of all affected Union members at the Step at which there is authority to resolve the grievance.

Section 4 Arbitration Referral

1. If the grievance is not resolved at Step 3 of the Grievance Procedure, the Union may, within (10) calendar days of the date of the response was due in Step 3, submit a request for arbitration to the City Manager. In general, grievances, either the Union or the City may request to take the issue or grievance to arbitration. For grievances filed by an employee or by the Union, the Union shall have the exclusive right to refer a grievance to arbitration except where the Union elects not to represent an employee due non-membership in the Union, in which case the employee may proceed in accordance with Chapter 447, Fla. Stat.
2. If the parties fail to mutually agree upon an arbitrator within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals from the Federal Mediation Conciliation Service (FMCS) shall be requested by either party, with a copy of the request sent to the other party. Within ten (10) calendar days after the receipt of the list, each party may reject one panel. The party rejecting the panel will pay for the next panel. Once a panel is approved, the parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. The party bringing the grievance shall cross out the first name. Failure of the parties to select an arbitrator within thirty (30) calendar days of receipt of the panel from FMCS will be considered a withdrawal of the grievance with prejudice.

3. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
4. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any issues not submitted.
5. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the union and employer, except as provided by law.
6. The arbitrator's fee and expenses shall be borne equally by the parties bringing the grievance.
7. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.
8. The arbitrator shall be requested to tender his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the close of the hearing.
9. In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator, which shall allow any monetary payment, damages or accruals for more than five (5) working days prior to the date when such grievance shall have been first submitted in writing.
10. Upon receipt of the arbitrator's award, corrective action, if any will be implemented as soon as possible.
11. If either party to this agreement requests a copy of transcripts of the arbitration hearings, both parties will share equally the cost of such transcripts.
12. If the party requesting arbitration does not advance the prosecution of the case by, at a minimum, scheduling a date for the hearing, within 60 calendar days of the selection of the arbitrator or 120 calendar days of the grievance being advanced to arbitration, whichever shall last occur, the grievance shall be deemed withdrawn.

Section 5

Non-Probationary employees may appeal disciplinary suspensions of greater than two days, disciplinary demotions or discharges to arbitration under this Article. Notwithstanding the above, non-probationary employees

may appeal to arbitration a second suspension of two days or less received within one year. Non-probationary employees may appeal lesser disciplinary penalties through Step 3 of the grievance procedure, and the City Manager's response shall be final. Newly hired probationary employees shall not have the right to appeal discharge.

ARTICLE 19 WORK STOPPAGES

Section 1

There will be no strikes, work stoppages, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this Agreement. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the employees covered by this Agreement.

Section 2

Recognizing that Florida law prohibits the activities enumerated in Section 1 above, the parties agree that any member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.

Section 3

It is recognized by the parties that the activities enumerated in Sections 1 and 2 above are contrary to the ideals of the professionalism and to the Fire Rescue Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article the City shall be entitled to seek and obtain legal and/or equitable relief available in any forum.

ARTICLE 20 PENSION

Section 1. All eligible unit employees shall continue to participate in existing City pension plans.

Section 2. Deferred Retirement Option Plan (DROP).

The pension benefits and employee contributions currently provided for bargaining unit members through the City of Greenacres Police Officers and Firefighters Retirement Plan will be maintained for the duration of this Agreement, except as provided below. The pension changes provided below will take effect on October 1, 2020, or upon implementation of the changes if later (the "effective date"), except as otherwise specified.

Deferred Retirement Option Plan

- A. A deferred retirement option plan ("DROP") shall be established for firefighters on the effective date. The DROP shall be part of the pension plan, and shall contain the following eligibility and participation provisions.
 - 1. A member who attains normal retirement eligibility (age 55 with at least six years of credited service or 25 years of credited service regardless of age) shall be eligible to participate in the DROP. A member may defer participation in the DROP until age 59 or 33 years of service, whichever occurs first.
 - 2. A member must make a written election to participate in the DROP on a form provided by the City. A member's election to participate in the DROP shall be irrevocable.
 - 3. An eligible member may participate in the DROP for a maximum of 8 years.
 - 4. A member who elects to participate in the DROP shall be required to terminate City employment no later than the end of the maximum DROP period. A member who elects to participate in the DROP may terminate DROP participation and City employment sooner than the end of the maximum DROP period, with at least 30 days' advance written notice to the City.

B. DROP plan features.

1. An eligible member who elects to participate in the DROP will be considered to have retired for purposes of the pension plan. The member's monthly retirement benefit, determined in accordance with the plan based on years of credited service and average final compensation at the time the member enters the DROP, will be paid into the member's DROP account every month during the DROP period. Member DROP accounts are notional accounts, used only for the purpose of calculating DROP benefits, and are not separate accounts within the pension plan. The monies allocated to member DROP accounts shall be invested by the pension board in the same manner as other plan assets, and members shall have no control over the investment of DROP accounts.
2. No member contributions shall be required after a member enters the DROP, and the member will not accrue any additional credited service or any additional benefits under the pension plan after entering the DROP.
3. A member who elects to participate in the DROP shall not be eligible for disability or preretirement death benefits under the pension plan after DROP participation begins.
4. During a member's participation in the DROP, the member's monthly retirement benefit will be paid into the DROP account. The member's DROP account will earn interest at the rate of 3% per annum, compounded monthly. The DROP account shall not earn interest after the member's DROP participation ends.
5. Within thirty (30) days following a DROP participant's termination of city employment or death, the member, or in the event of the member's death the member's designated beneficiary, may submit a written election on a form approved by the pension board, to receive the member's entire DROP account balance, which shall be distributed to the member (or in the event of the member's death to the member's designated beneficiary or estate in accordance with paragraph 6 below) in a cash lump sum, unless the member elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the member in a direct rollover. Any such

direct rollover would be accomplished in accordance with IRS regulations and the pension plan. In the event a member or designated beneficiary does not submit a written election to receive a distribution of the member's DROP account balance within thirty (30) days following the member's termination of city employment or death, the DROP account shall be maintained but shall not earn interest.

6. If a DROP participant dies before his or her DROP account is distributed, the participant's designated beneficiary shall have the same rights as the participant with respect to the distribution of the DROP account. The member may change the designated beneficiary no more than two times during the member's participation in the DROP. Such change must be on a form prescribed by the City, signed by the member, and filed with the board. If the member has not designated a beneficiary, the DROP account balance shall be paid to the member's estate.
7. Participation in the DROP is not a guarantee of continued employment. DROP participants are subject to the same employment policies and standards as employees who are not in the DROP.
8. A member who participates in the DROP shall be eligible to receive payment for unused sick leave as follows:
 - a. Upon separation from employment – up to 960 hours at 100% of the employees' hourly rate; and
 - b. During DROP – an employee may receive payment for accrued sick leave in excess of 960 hours at 50% of the employees' hourly rate.
9. The DROP account distribution, along with other benefits paid by the pension plan, is subject to limitation under Section 415(b) of the internal Revenue Code.
10. The pension board may adopt any rules for administering the DROP that are necessary to maintain compliance with the Internal Revenue Code.

COLA. The 3% annual cost of living adjustment on pension benefits shall be paid beginning 1 year after separation from the City of Greenacres.

Chapter 175 Premium Tax Revenues.

Mutual Agreement: The City and Union mutually agree that the first \$160,796 in annual Ch. 175 premium tax revenues will continue to be used to reduce the city's pension contributions, and any annual Ch. 175 premium tax revenues received in excess of \$160,796 shall be used to fund the Share Plan; provided, if the City's pension contribution should exceed 25% of payroll in any plan year based on the most recent actuarial valuation for the plan, up to 50% of the excess premium tax revenues above \$160,796 shall be used to reduce the City's pension contribution, as needed to reduce the City's contribution to 25% of payroll.

Section 3. 457 Matching Plan:

Effective October 1, 2025, the City shall match bargaining unit employee contribution to the City approved Chapter 457 Deferred Compensation Plan at a rate of 50 cents (\$0.50) for every one dollar (\$1.00) contributed to such plan up to a maximum of one hundred twenty dollars (\$120) per month (\$1,440 annually) to be contributed by the City on behalf of each bargaining unit employee.

ARTICLE 21 TEMPORARY DISABILITY LEAVE

Section 1

Certified employees shall be permitted up to twenty-four(24) months to return to full duty after: a serious injury in the line of duty caused by traffic at a scene or sustained during fire combat, treatment of a person, vehicle extrication, while engaged in fire rescue activities, or any illness on or off duty. The City Manager or designee may approve these benefits for off duty physical injury at their sole discretion. If available, the City may provide the employee with light duty assignments that comply with any medical limitation the employee may have during the time the employee cannot perform his or her full duty assignments under this Article. The City has the right to assign such light duty across any City department and shall not be confined to only assign bargaining unit members to light duty within the fire department. While on such restricted duty, the member's rate of pay shall not be adjusted; however, the City will provide up to eight (8) hours (1.6 hours per day not to be fractionalized) of straight time in each work week so that members who are working a forty (40) hour weekly schedule will have the opportunity to maintain forty-eight (48) hours of pay in the workweek. If the employee cannot return to full duty upon the expiration of the twenty-four (24) months described above, the employee's employment with the City may, in the sole discretion of the City Manager, be terminated.

Employees sustaining such injuries and are not assigned light duty assignments as described above shall receive up to \$175 per week in addition to their workers' compensation benefits; provided that in no case shall they receive more than 100% of their average take home pay over the 13 calendar weeks before the date of the injury.

This section is intended to cover serious injuries that may occur due to the unique hazards of fire/rescue activities and is not intended to cover injuries that could be sustained by other non- special risk City employees. For any injury sustained that could be sustained by other non-special risk City employees, as described above, the City's normal workers' compensation policy in the City's employee handbook shall apply in place of this Article.

For any bargaining unit member that is out on temporary disability leave or workers' compensation leave—regardless of any timeframe described in this

article—in the event a medical provider certifies or provides information that the employee has reached maximum medical recovery or improvement (MMR or MMI) but the employee still cannot perform the essential functions of the employee’s job description, the employee’s employment with the City may, in the sole discretion of the City Manager, be terminated.

In the event of a dispute as to whether the employee is fit to return to duty at the end of the twenty-four (24) month period allowed above, or in the event of a dispute as to whether an employee has reached MMR/MMI, the City and the Union shall mutually agree on a third-party physician to perform and independent evaluation with the conclusion of the third-party being final and binding. The cost of this third-party evaluation is split evenly between the City and the Union.

Section 2

Except as provided for in this Article, the City’s Manual of Personnel Policies shall determine the level of benefit, if any, provided to all City employees who become temporarily disabled. Employees who are temporarily disabled as a result of a non-job related illness or injury shall have 18 months to return to full duty, which may be extended an additional 90 calendar days at the sole discretion of the City Manager, and may, at the sole discretion of the City, be assigned to light duty. This light duty cannot be refused by the employee. Moreover, for any non-job related injury impacting the employee’s ability to perform this position in a full duty capacity, the City shall have the right to send the employee, at the City’s expense, to a doctor of the City’s choosing for a second opinion.

Section 3

Any employee that is out on workers’ compensation leave or temporary disability leave as described herein, shall not accrue any paid time off (vacation, sick, holiday, or otherwise) except when utilizing his or her accrued leave. The employee shall first use any and all accrued time earned in each payroll period to supplement workers’ compensation. Once that accrued time is exhausted in that particular payroll period, the employee shall utilize any and all accrued leave time to supplement their workers’ compensation benefit.

Section 4

Nothing in Article 21 shall prevent the City from placing an employee into another job/position within the City in lieu of termination. However, the City will have no obligation to do so, and any placement will be in the sole discretion of the City Manager. In the event this type of placement is made, the employee will no longer be a bargaining unit member, unless placed in a bargaining unit position, and will be placed at the appropriate wage and benefit level for the new position.

Section 5. Communicable Diseases

Fire Rescue shall designate an Infectious Disease Coordinator to manage this program

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

- Tetanus

- Hepatitis (Type A and B)

- Rubella (for females of childbearing ability)

Said immunizations may be provided through the City's insurance policy.

ARTICLE 22 RESIDENCY

The employees assigned to a 40hr work week shall be provided with take home vehicles, which may be taken out of Palm Beach County with authorization from the Fire Chief.

ARTICLE 23 EDUCATION

The City is committed to advancing the education of its Fire Rescue employees.

Subject to employee application and approval by the City, the City will reimburse regular, full- time employees' tuition and education costs for approved coursework relating to their job duties or leading to a degree relating to their job based on academic performance with a passing grade.

Employees receiving a grade of "D" or below will not be eligible to receive tuition or educational reimbursement. The City will not reimburse employees for courses which the employee receives a grade of "PASS" or "FAIL," unless no other grade option is available for the course and the course is approved by the City Manager or designee. In those instances, employees enrolled in classes offering only "Pass/Fail" will be reimbursed 100% for achieving a passing grade.

The total annual amount a regular, full-time employee may receive per fiscal year from the City for tuition and educational reimbursement may not exceed \$2,500.00 for non-degree seeking individuals and \$3,500.00 for degree seeking individuals, these limits are separate and shall not be combined. No employee may receive more than \$3,500 in any fiscal year. Employees who are eligible for tuition and educational benefits under any other tuition refund or incentive program, policy, or agreement, are not eligible for tuition and educational benefits from the City. The City agrees that \$16,000.00 shall be budgeted and made available in 2027 \$18,000 shall be budgeted and made available in 2028 and \$20,000 shall be budgeted and made available in 2029 for tuition reimbursement to the members of this bargaining unit. This money must be used consistent with this article, but the parties also agree that the above noted amount shall be available only for use during each fiscal year of the term of this Agreement. Reimbursement for paramedic school tuition credit hours not including books or ancillary fees shall be budgeted separately with a maximum of 4 employees attending per fiscal year at the rate of Palm Beach State College.

To be eligible to participate in the program, employees must: be full-time non-probationary employees; be in good standing without having received any suspensions during the last twelve (12) months, and have a current

performance evaluation that reflects an overall rating of satisfactory or above if applicable; be in a paid status; pursue job related undergraduate and graduate level courses taken for academic credit leading to Associate's, Bachelor's, Master's, or Doctoral Degrees through accredited colleges and universities accredited by organizations recognized by the U.S. Department of Education and verified at <http://ope.ed.gov/accreditation/Search.asp>. Employees working through a probationary period due to promotion and not new hire, are eligible for this benefit. The exclusion of probationary employees only applies to newly hired employees that are working through their new hire probationary period.

Employees interested in participating in the City's Tuition and Educational Reimbursement Program should submit a copy of the "Application for Tuition and Education Refund" to the Fire Chief for review and consideration prior to registration for the coursework. The Fire Chief will review and complete the form. The Fire Chief (or designee) will coordinate any further review and processing of the application.

All approved applicants must resubmit the original application form, along with original receipts for tuition books, and original grade report the Fire Chief for reimbursement, no later than 30 days from receipt of the grade(s). As appropriate, the City Manager will authorize payment under the Program. Employees who are candidates for certificates or degrees must also submit a statement from their Academic Department representative, or other acceptable documentation as determined by the Fire Chief, indicating the title of the degree or certificate sought and the field of specialization.

Employees receiving tuition and educational reimbursement from the City will be obligated to remain employed by the City for a minimum of three (3) years from the date of tuition and educational reimbursement. Employees who leave the City's service, whether voluntarily or involuntarily (e.g., performance or disciplinary-based terminations), within three (3) years following tuition and educational reimbursement will be obligated to refund the tuition and educational benefits provided by the City through deductions from their final payroll check based on the following schedule:

Leave the City's Service Within 1 Year of Tuition and Educational Reimbursement: 100% Refunded to the City

Leave the City's Service Between 1 Year and 2 Years of Tuition and

Educational Reimbursement: 80 % Refunded to the City

Leave the City's Service Between 2 Years and 3 Years of Tuition and Educational Reimbursement: 70% Refunded to the City

Employee utilizing this benefit shall use the form provided in the City's Personnel Policies Handbook.

ARTICLE 24 STAFFING AND OVERTIME

Section 1: Staffing

By October 1, 2027 the City and Union agree to minimum staffing as follows:

- Suppression units: 3 personnel including 1 Supervisor, 1 Driver Operator, and 1 Firefighter
- Rescue units: 3 personnel including 1 Supervisor, 1 Paramedic Firefighter, and 1 Firefighter.

The City shall require as a condition of employment firefighters shall become a state certified paramedic within 4 years of the date of hire.

The City shall not assign more than three (3) employees per shift to serve in a “step-up” capacity. No more than two (2) employees on any shift may step up into the same rank. In addition, if one (1) employee is assigned to step up into the Battalion Chief rank, no more than one (1) employee on that same shift may step up into the Captain rank. Employees assigned to the Spartan Schedule (24/48/24/96) shall be protected from mandatory callbacks during their designated four-day-off period (“Sacred Week”), except in the event of a declared State Emergency or natural disaster within the City of Greenacres as defined by applicable law. The city may require an employee to holdover for a maximum of 2 hours on the morning beginning their “Sacred Week” in the event they are below minimum staffing to allow for the replacement to arrive at the station.

This section may be modified by mutual agreement between the Fire Chief and Union President.

Section 2: Overtime

An unanticipated vacancy is defined as a vacancy which occurs within 12 hours of shift change. The city may fill the unanticipated vacancy with a step up employee. In the event there is not a step-up employee available the employee in the seat where the vacancy occurred will be offered overtime first. If the overtime is not filled, it then shall be offered first by hours worked then by seniority in the following order:

1. Employees who are on duty and in the same position;

2. Employees who are off duty and in the same position,
3. Employees who are qualified

An anticipated vacancy is defined as a vacancy which occurs greater than 12 hours of shift change. The city may fill the anticipated vacancy with a step-up employee. In the event there is not a step-up employees available the vacancy shall be offered in the following order:

1. Employees who are in the same position;
2. Employees who are qualified.

Qualified is defined as being in the same rank as, or on the current promotional roster for, the position in which the vacancy occurs.

Mandatory overtime shall be filled by seniority with the least senior qualified employee first. Once an employee is mandatoried they shall receive an occurrence and be placed on the bottom of the Mandatory OT list.

All other overtime shall continue to be awarded in the same manner as in place at the time of the making of this agreement.

ARTICLE 25

EXERCISE EQUIPMENT

The City shall designate and equip a fitness area for use by unit members, off-duty or during down-time at all Fire Rescue Stations. Injuries occurring while engaged in recreational activities, including gym workouts under this article, will not be considered within the scope of employment for purposes of compensability under workers' compensation. The Labor Relations committee is going to create a schedule/matrix of exercise equipment and develop a schedule for purchase or replacement of exercise equipment during the fiscal year budget process based on years in service, condition, and other relevant purchase and replacement factors.

The City and the employees will share responsibility to maintain the equipment on a day-to-day basis, with the City having the responsibility for routine repairs.

ARTICLE 26 DONATION OF TIME

Section 1

Bargaining Unit personnel shall be able to donate vacation or sick time above 480 accumulated hours to other employees that are out of work due to sickness or injury. Non-probationary employees who have less than 480 hours of accumulated sick time may donate up to 48 hours in a 12-month period. Such donations shall be submitted to a Union Representative, who shall provide the City, on an approved form, with the names of donors and number of hours donated, and the name of the person to whom the hours have been donated. Donations shall be entirely voluntary and no undue influence shall be exerted by anyone to require that unit members donate time.

Section 2

A Bargaining Unit member may not use donations of time unless and until his or her available leave balances (vacation, sick) and compensatory time have been exhausted. The total of all donated hours to an eligible employee shall not exceed 1,152 hours in a 12 month period from the date of signing the donation form.

Section 3

Donations shall be on an hour for hour basis, notwithstanding rates of pay.

Section 4

Bargaining unit personnel shall not accrue any vacation leave, sick leave, or other personal and paid time off while using donated time.

ARTICLE 27 HEALTH AND SAFETY

Section 1

The parties agree to comply with all applicable requirements of Federal, State, County and City laws, rules and regulations pertaining to safety and health, protective clothing and emergency apparatus.

Section 2

The parties agree to form and maintain a Fire-Rescue Department Safety Committee to consider safety and health related issues. The committee shall adopt its own operational rules of procedures. The committee shall consist of six members: three (3) appointed by the Union President and three (3) by the Fire-Rescue Department. Meetings shall be called at least once each quarter during the calendar year.

Section 3

1. The Safety Committee will be responsible for:
2. Reviewing and analyzing reports of accidents, deaths, injuries and illnesses, and recommending rules and procedures for the promotion of health and safety among firefighters.
3. The committee will make periodic inspections of Fire-Rescue Department facilities on a quarterly basis or by special request.
4. The committee will keep minutes of each meeting and a written report of accidents, injuries and illnesses. These reports will be maintained by the Fire-Rescue Department and shall be made available to all committee members.

Section 4

The issues covered by the committee shall, after resolution by the committee, be forwarded to the Fire Chief. The committee's recommendation shall be advisory only. Final action on the committee's recommendation shall remain in the sole discretion of the City.

Section 5.

The City shall provide a biannual physical compliant with NFPA 1582 starting

October 1, 2024 with the following stipulations:

1. The provider of both the physical/medical screening and fit testing shall be mutually agreed upon by the Union President and City Manager or designee;
2. That the screening and testing will be completed while the employee is off duty;
3. That employees will be paid three (3) hours of pay at their overtime rate after completion of the testing and screening;
4. That the screening, testing and completion of the associated OSHA questionnaire will be mandatory for all employees;
5. That the only information provided back to the City will be confirmation of the completion of the testing and the associated OSHA questionnaire;
6. That the results of, and all records or other information pertaining to, any screening will remain between the employee and the provider, unless voluntarily disclosed by the employee;
7. The testing and screening dates will be determined by mutual agreement between the Fire Chief and President of the Union;
8. That employees who do not, for whatever reason, attend the scheduled testing and screening, will be responsible for completion of at least the testing portion at another facility no earlier than the month before and no later than the month after;
9. That if the City does not receive confirmation of the completion of the testing and related OSHA questionnaire by the agreed upon time frame, the affected employee will be placed in a light duty status, if such an assignment is available, until such time as confirmation of completion of the testing and related OSHA questionnaire is received by the City; and
10. That if an employee refuses to complete the testing and related OSHA questionnaire, that employee shall be subject to disciplinary action up to and including termination of employment depending on the circumstances and just cause.
11. This section may be modified by mutual agreement between the Fire Chief and President of the Union.

ARTICLE 28

LABOR RELATIONS COMMITTEE

Section 1

The parties agree to form and maintain a Labor-Management Committee that will be composed of up to three (3) members appointed by the City Manager or his/her designee, which will include the City Manager (or designee), and up to three (3) members of the bargaining unit designated by the Union President. The committee will meet upon the request of either party within fourteen (14) days, unless otherwise mutually agreed upon, at a place established by the City Manager.

Section 2

The purpose of the Labor-Management Committee is to facilitate communications between management and members of the union and to provide a forum to discuss Fire-Rescue Department related activities. It is agreed that the Labor-Management Committee is not to be used as a substitute for the collective bargaining process or as a forum to discuss issues that should be discussed through the collective bargaining process. Neither the Fire-Rescue Department or the City shall be bound by the results of any discussions, studies or reports generated by this committee, but will give consideration to suggested improvements or programs determined by the committee to be potentially beneficial to the morale, performance and financial management of the Fire-Rescue Department.

ARTICLE 29 SECONDARY EMPLOYMENT

All bargaining unit members must adhere to the General Order of the Fire Department as it relates to second jobs not with the City. However, it is agreed that in the event a bargaining unit member is not reporting to work due to a workers' compensation claim/injury, due to temporary disability, or other medical issue, that bargaining unit member cannot perform any job functions for any employer while on said leave without the written approval of the City, and any approved secondary employment must adhere to any and all physical and medical restrictions imposed by the employee's medical provider.

Additionally, in times of a state of emergency (regardless of type of emergency) as declared by federal, state or local officials, the City has the ultimate discretion and authority to temporarily suspend any secondary employment during a declared state of emergency.

ARTICLE 30 PROMOTIONS

Section 1. Filling of Positions

- A. For the position of Driver Operator, Lieutenant, Captain, and Battalion Chief, where active promotional roster and/or lists exist, all promotions will be made within two (2) pay periods after the vacancy occurs unless the Fire Chief orders the freezing or elimination of said positions. The Fire Chief shall provide the Union with written notice of two (2) pay periods in advance of any such freezing or elimination unless the vacancy is unanticipated, in which case said notice will be provided within two (2) business days.
- B. All selection procedures for all promoted positions shall be developed in accordance with legal and professional standards and will endeavor to be reliable, valid, non-discriminatory, and applied consistently. However, disputes arising as a result of this subsection shall not be arbitrable.

Section 2. Notification of Examination

Unless otherwise specified herein, employees will be given written notice, posted on all Department computers, at least thirty (30) days in advance of a target promotional examination date. The written examination will be held no sooner than ninety (90) days after the notice and, no later than one hundred twenty (120) days after the notice. Source materials from which the examination is drawn shall be listed concurrent with the promotional advertisement and shall be in print or otherwise obtainable. The oral interview board, practical exam, or assessment center shall be given no sooner than seven (7) days and no later than thirty (30) days from the posting of the written exam scores, unless there are unforeseen circumstances which necessitate the extension of the process.

Section 3. Application for Examination

No employee shall be permitted to apply for a promotional examination after the announced closing date.

Section 4. Eligibility Criteria for Promotional Examinations

- A. In order to be eligible to take a promotional examination, the candidate must not have been suspended for more than twenty-four (24) hours during the twelve (12) months preceding the announced closing date and until the date the examination process is completed. For the purpose of disciplinary action and promotional examination eligibility, the effective date of the discipline shall be the date an employee signs written communication acknowledging notification of the disciplinary action and/or suspension.
- B. Employees who apply for a promotion must have the prerequisites as of the announced closing date unless an exemption is noted.
- C. Degree

Approved associate or bachelor's Degree shall mean a degree for which an employee was approved by the State of Florida for Firefighters' Supplemental Compensation benefit. An employee who has submitted the application for Initial Entry into the Firefighter's Supplemental Compensation but has not received approval from the Fire Chief or the State of Florida, shall be permitted to take the exam on a provisional basis. Should the Fire Chief or the State of Florida deny the request, the employee shall be removed from the promotional process, regardless of the phase, including removal from a finalized promotional roster.

- 1. Eligibility and continuous service requirements may be reduced by 12- months with an approved degree when the degree used is not part of the minimal requirements for the position. The requirement for each position will reflect which of the time requirements may be reduced.
- 2. Personnel with an approved associate degree may utilize the degree for only one promotional opportunity.
- 3. Personnel with an approved bachelor's degree, may utilize the degree for a maximum of two (2) promotional opportunities, but this cannot be combined with the use of an associate degree.

1. Driver Operator:

The following eligibility requirements shall apply:

- a. Current employment with the City as a Firefighter; and
- b. Twelve (12) months continuous service as a Firefighter. Section 4C-1 does not apply; and
- c. Current EMT or Paramedic certification; and
- d. Class E driver's license; and
- e. No driver's license suspension for DUI or points, within two (2) years; and
- f. State of Florida aerial course (BFST703/ATPC703); and
- g. State of Florida Pump Operator Certification.

2. Lieutenant:

The following eligibility requirements shall apply:

- a. Current employment with the City as Firefighter/paramedic and/or Driver Operator/paramedic for a minimum of thirty six (36) months combined. Section 4C-1 applies; and
- b. Successful completion of Department approved Trauma Course; and
- c. Successful completion of Department approved Advanced Airway Management Class; and
- d. Successful completion of Department approved Pediatric Course; and
- e. Successful completion of all classes (with a passing grade) required in order to be certified as Fire Officer I approved by the State.

3. Captain:

- a. Lieutenant with current employment with the City for 60 months

or Driver Operator with current employment with the City for 72 months and Section 4C-1 applies; and

- b. Current Department approved Paramedic for at least 48 months; and
- c. Minimum of one (1) year of cumulative service as a full-time operational Driver Operator or operational Lieutenant.
- d. Successful completion of Firefighting Strategy and Tactics I (BFST1810/ATPC1810 or equivalent) and Company Officer (BFST2720/ATPC2720 or equivalent); and
- e. State of Florida approved Fire Service Hydraulics (BFST1301/ATPC1301), Fire Apparatus Operations (BFST1302/ATPC1302), and Aerial Apparatus Operations (BFST703/ATPC703); and
- f. State Certified Fire Instructor I or higher; and
- g. State Certified Fire Officer I.

4. Battalion Chiefs:

- a. Current employment with the City as a Captain; and
- b. Forty-two (42) months continuous service as Captain, Section 4C-1 applies; and
- c. Minimum of two (2) years of service as a full-time operational Captain.
- d. Current Department Approved Paramedic certification; and
- e. State Certified Fire Officer I or higher; and
- f. Associate degree or higher in a category of study approved by the State of Florida for Educational Incentive; and
- g. Florida Incident Safety Officer Certification or Department approved equivalent; and
- h. State Certified Fire Instructor I or higher; and

- i. State Certified Fire Officer II or higher.
- j. Effective September 30, 2029, State Certified Fire Inspector I
- k. Effective September 30, 2029 Fire Instructor II

5. Assistant Fire Marshal

- a. Current employment with the City as a firefighter for 12 months
- b. State Certified Fire Inspector I; and
- c. State Certified Fire Investigator within 18 months of promotion; and
- d. State Certified Fire Instructor I or higher

6. Fire Marshal

- a. Current employment with the City as a Captain for 36 months or an Assistant Fire Marshal or Battalion Chief for 24 months
- b. State Certified Fire Inspector II; and
- c. State Certified Fire Investigator; and
- d. State Certified Fire Instructor I or higher

Section 5. Selection Procedures

- A. Selection procedures for Driver, Lieutenant, and Captains shall include written examinations, and practical exercises (structured panel/exercise evaluations or assessment centers).
- B. Selection procedure for Battalion Chief shall include an oral interview until October 1, 2028 at which point it shall include a written examination and practical exercises (structured panel/exercise evaluations or assessment centers).
- C. Selection procedure for Assistant Fire Marshal and Fire Marshal shall include an oral interview.

Section 6. Testing Security Procedures

The following security procedures will apply to written exams, oral interviews, and practical exercises for the Driver Operator, Lieutenant, Captain, and Battalion Chief positions:

- A. All candidates for promotion shall sign a statement that they are not related by blood or marriage to any exam development team or committee member; and that they have not received any prior knowledge of exam items.
- B. All Subject Matter Experts shall sign a statement that they are not related by blood or marriage to any exam development team or committee members; and a statement not to discuss exam items or be involved with the tutoring of any promotional candidate.
- C. If the written exam, oral interview, and practical exercises are developed by the Fire Chief or designee, writing, preparation, and editing of questions will take place on City property, under the direct supervision of the Fire Rescue staff person assigned to develop the exam. Exam items will not be drafted, or edited, outside of these areas and no exam materials will be removed, by any employee of Greenacres.
- D. If the written exam, oral interview, and practical exercises are developed by Fire Chief or designee, all exam material prior to and after examination, will be locked and secured.
- E. Written exam items will be developed using only the referenced study materials, by the Fire Chief or designee.
- F. Candidates for the same rank shall be tested at the same time, subject to the City's ability to adequately staff the Department.
- G. The City or testing agency will use randomized versions of the same test for the written exam.
- H. Prior to the exam, the facilitator will announce a zero-tolerance policy for cheating, and follow up with close and continuous proctoring of the exams (which may include videotaping for documentation). Any employee caught cheating shall be disqualified from the promotional process and subject to the appropriate disciplinary action.

I. Protest Procedure:

- a. The proper procedure for protesting the written exam shall be announced prior to starting the exam and shall include the following:
 - i. Item not from the reading list.
 - ii. No correct answer available.
 - iii. More than one correct answer.
- b. All protests must be noted at the conclusion of the exam. No candidates are to be involved in the discussions related to the resolution.
- c. If a protest is determined to be valid, the affected item shall be removed from the test for all candidates. All protests shall be resolved within three (3) business days of the exam.
- d. Candidates will be given two (2) chances to appeal the performance-based component of the promotional process. For the first appeal opportunity, candidates can appeal a procedural error or method error on the day of the performance-based component, and it will be reviewed and decided within three (3) business days of the event.
- e. Candidates will also be given a chance to appeal their individual score on the performance-based component. Within five (5) business days of the posting of the results of a performance-based exam component of a promotional exam, candidates will be given a chance to review their recorded performance on the performance-based exercises. After reviewing their recorded performance on the exercises, if the candidate feels that there is significant error in their score on any or all of the exercises, the candidate may submit a written appeal. This appeal must be submitted within two (2) business days of their review of the recorded performance. The Local and Management will meet to check the validity of the protest before reconvening the original assessors. After receiving the

appeal on the score, the Exam Committee will request that a panel of the assessors drawn from the original trained panel be convened but with new input from at least one assessor who did not participate in the first assessment if possible. This new panel of assessors will be trained for this purpose. If the panel of assessors believe that the original score had errors that may have resulted in the candidate's score being unfairly higher or lower than it should have been, it will be rescored, within two (2) weeks of the Fire Chief receiving the appeal. The outcome of the appeal could be that the candidate's score remains the same, the score could go up or the score could go down. The rescored version of the recorded performance shall be the final score.

J. Passing Scores

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

K. Oral interviews/practical exercises shall be conducted using a blind numbering system. Each candidate shall be assigned a candidate number, which shall be used as identification, in lieu of their name during the exam process.

L. Once the oral interview/practical exercises are developed, response standards shall be created. Points shall be applied for each item based on the response standards. All candidates who participate in the oral interviews/practical exercises shall have their performance scored and totaled. These totals shall be the basis for the oral interview/practical exercises score.

Section 7. Written Examinations

A. Eligible, qualified candidates shall take a written examination, which shall be graded.

B. The written exam content shall be determined by the job description and shall include questions related to the following, as applicable to the position being tested:

Supervisory Practices
Incident Command
ALS/BLS Protocols
Department Policies/S.O.G.'s
Fire Hydraulics
Fire Apparatus and Procedures
Emergency Operations
Fire Prevention
Collective Bargaining Agreement
Additional materials as applicable to the positions

Section 8. Posting of Examination Scores

A list of candidates completing the written examination shall be posted on all Department computers in order of highest to lowest score. These candidates shall then proceed to the practical portion of the promotional process.

Section 9.

A. Practical Exercises

This shall pertain to Driver Operators, Lieutenants, Captains, and Battalion Chiefs:

- a. The interview/practical exercises shall be evaluated using a panel of three (3) raters, and shall be structured using a prepared series of questions/scenarios relating to the position being sought (the City may use multiple panels if they determine that the number of candidates is great enough); and
- b. No raters shall be employed by Greenacres; and
- c. All raters shall hold, as a minimum, the rank of the position for which they are evaluating; and
- d. Candidate's performance on the oral interview/practical exercises shall be scored.
- e. Raters selected for the oral interview/practical exercises for all positions listed above shall be approved jointly by the Fire Chief and the Union President.

- f. The oral interview/practical exercises shall be specific to the position to be filled.
- B. Oral Interview Scenarios/Practical Scenarios
 - a. The oral interview scenario for Lieutenant, Captain, and Battalion Chief shall be outsourced except upon mutual written agreement between the Fire Chief and the Union President. If the Fire Chief determines that the number of candidates is not enough to warrant outsourcing, the Fire Chief and the Union President may arrive at the final determination for in-house assessment by mutual consent.

Section 10. Overall Promotion Scoring

This section shall apply for the Driver Operators, Lieutenants, Captains, and Battalion Chiefs:

- A. Weighting – Each candidate who has taken the written exam, and has taken the oral interview or practical exercises (as applicable) in the selection process shall have the results weighted as follows:

<u>Driver Operators</u>	
Written Exam	40%
Practical Exam	60%
<u>Lieutenants</u>	
Written Exam	60%
Practical Exam	40%
<u>Captains</u>	
Written Exam	50%
Practical Exam	50%
<u>Battalion Chief</u>	
Written Exam	50%
Practical Exam	50%

- B. Following successful completion of all components of the promotional process candidates shall be awarded seniority points at 0.25 points per year of service at Greenacres Fire Rescue with a maximum of 5 points.
- C. **Tie Breakers** – In the event of a tie in the overall score, the tie

shall be broken by rating the candidate who had the highest written examination score above any other candidate who otherwise would have had a tie in the overall score. If after comparing the written examination scores, a tie still exists, it shall be decided by seniority.

Section 11. Promotional Rosters

- A. Candidates who have passed the written exam and completed the oral interview/practical exercises for Lieutenants and Captains or passed the written and practical exam for Driver Operators shall be placed on the applicable Promotional Register.
- B. Each Promotional Roster shall be posted on all Department computers listing the candidates by name, in order of highest to lowest score.
- C. Step-ups will be used from the current Promotional Roster except for Battalion Chiefs. Employees on any Promotional Roster are subject to being moved to step-up. Employees on promotional rosters for Driver Operator, Lieutenant, and Captain are subject to mandatory step-up. Refusal to step-up shall constitute a voluntary request to be removed from a promotional roster. Except as specified below, step-ups will be given to persons listed on a current Promotional Roster. For any absence anticipated to be greater than twenty-eight (28) calendar days, long term step-ups shall be selected from the appropriate promotional roster in order of the list on the same shift.
- D. Any member on a Promotional Roster(s) will be required to complete all specialty training necessary to perform the duties of that position. This training will be successfully completed within six (6) months of the establishment of a Promotional Roster or the member will be removed from the Promotional Roster. The Department will make said training available within six (6) months of the established Promotional Roster.
- E. Captains stepping up to Battalion Chief shall meet the requirements of the position.

- F. Qualified personnel may be required to “step-down” to the last rank held as the needs of the Department dictate.

Section 12. Duration of Promotional Roster

Starting October 1, 2024, a Promotional Roster shall remain in effect for two (2) years from the date the Roster is established or until there are no names remaining on the Register, whichever occurs first. In order to maintain a continuous Promotional Roster, the City shall produce a new Promotional Roster in advance of the two (2) year expiration date of the current roster or when it is anticipated that the existing roster will be used up, in accordance with the time frames provided in this Article.

Section 13. Removal from Promotional Roster

A candidate may submit a written request to be removed permanently from the Promotional Roster. The candidate shall be removed permanently as a result of a demotion or suspension of greater than twenty-four (24) hours. A candidate shall be removed from a promotional roster temporarily, if the candidate is on light duty, on disability leave, or any other leave of absence except as a result of a service-connected illness or injury, military leave and FMLA, or if the candidate otherwise is not working and is unavailable for work, at any time the Promotional Roster is established.

Section 14. Selections from Promotional Rosters

- A. Selections for promotions from the Promotional Roster shall be made by the Fire Chief utilizing a rule of three (3) for Driver Operators, Lieutenants, and Captains. Battalion Chiefs shall be included in this selection process after October 1, 2028. Additionally, an employee may refuse a promotion one (1) time without jeopardizing their standing on the Promotional Roster. A second refusal will result in removal from the Promotional Roster. Any time more than one promotion occurs in the same rank on the same day; their temporary assignment shall be based on their position on the promotional roster, with the higher position receiving the first selection.
- B. Battalion Chief selection procedures prior to October 1, 2028 shall include an oral interview board and/or a structured exercise panel (assessment center). Rating panels utilized for the oral

interview board and/or structured exercises shall consist of at least two (2) members which, shall be of the rank of Battalion Chief or higher. The Union President may appoint an officer to serve as an observer. The rating panel shall prepare a list of qualified candidates after the completion of the oral interview and/or structured exercises and forward this list to the Fire Chief.

Section 15. Promotional Qualifications

If a promoted employee in any of the listed positions does not achieve and maintain the requirements at the time of promotion contained in Section 4 of this Article within the prescribed time frames, that employee shall be demoted.

Section 16.

After ratification of this Agreement, this article may be modified by mutual written agreement between the Union President and the Fire Chief.

Section 17. Selection Procedures for Staff Assignments

These positions are paid as an assignment; not as a promotion. Below describes the selection procedure for staff assignments.

When in the discretion of the Fire Chief a vacancy exists in the position of Staff Assignments, all employees of Greenacres Fire Rescue may submit an application, the Fire Chief shall institute a selection process for the specific position being sought. The requirements for the position, including preferences, shall be posted prior to selection. A representative of the Union, appointed by the Union President, may be present during interviews conducted by the Fire Chief. The final selection of candidates shall be made in the sole discretion of the Fire Chief. Employees selected have no property right or expectation of maintaining this position and may be removed in the sole discretion of the Fire Chief upon two pay periods written notice. Such removal shall not be subject to the grievance and arbitration procedure. Staff Assignments who are removed shall be returned to the position from which they came, or one position above the position from which they came, for which they have successfully tested, in accordance with the provisions of this Article. No personnel in the classification to which the employee is returned shall be removed, and any other staffing shall be addressed through attrition. Staff Assignments may sit for promotional examinations but may only accept

one (1) promotion within the bargaining unit while working such assignment and must complete probation for that promotion. Staff Assignments returning to the field shall work in the field for a minimum of six (6) continuous months in the accepted position noted above before accepting another promotion.

A position left vacant, as a result of an employee assigned to the position of Staff Assignments, shall be filled within two pay periods from the date the vacancy was created.

Any Staff Assignments that returns to the field, for any reason within two pay periods of assignment will return to their previous bid assignment, regardless of whether the position has been filled.

Staff Assignments returning to the field after two pay periods of assignment will be carried extra (above and beyond the established complement) until the next available opening in the rank that the Staff Assignment returns to. At the time of the next vacancy in the rank, the returning Staff Assignment shall be placed in the vacant position.

Section 18. Demotions

Bargaining unit members may request a demotion to the last position held. The request shall be submitted to the Fire Chief for approval. No demotion shall displace a currently promoted employee. In the event no vacancy exists the employee shall be carried extra and fill the next vacancy in the position.

Employees requesting and granted demotion shall be placed in the salary step of the rank to which they are demoted that they would have attained had they remained continuously in that rank without promotion.

ARTICLE 31
DURATION OF AGREEMENT AND SIGNATURES

Except as otherwise provided herein, this Agreement shall be effective October 1, 2026 and shall continue in force and effect until its expiration date of September 30, 2029.

IN WITNESS THEREOF, the parties have caused this agreement to be signed by their duly authorized representatives on the ____ day of ____ 2026.

FOR THE CITY:

FOR THE UNION

Andrea McCue

Angelo Dariano

City Manager

Treasurer

Qunitella Moorer

Jeremy Guy

City Clerk

District Vice President

October 1, 2026

Firefighter	
Step	Salary
0	\$ 62,992.65
1	\$ 66,142.29
2	\$ 69,449.40
3	\$ 72,921.87
4	\$ 76,567.96
5	\$ 80,396.36
6	\$ 84,416.18
7	\$ 88,636.99
8	\$ 93,068.84
9	\$ 97,722.28
10	\$ 102,608.40
11	\$ 107,738.82
Driver Operator	
Step	Salary
0	\$ 66,142.29
1	\$ 69,449.40
2	\$ 72,921.87
3	\$ 76,567.96
4	\$ 80,396.36
5	\$ 84,416.18
6	\$ 88,636.99
7	\$ 93,068.84
8	\$ 97,722.28
9	\$ 102,608.40
10	\$ 107,738.82
11	\$ 113,125.76
Assistant Fire Marshal	
Step	Salary
0	\$ 92,246.17
1	\$ 96,858.48
2	\$ 101,701.40
3	\$ 106,786.47
4	\$ 112,125.79
5	\$ 117,732.08
6	\$ 123,618.69
7	\$ 129,799.62
8	\$ 136,289.60

Lieutenant	
Step	Salary
0	\$ 79,685.71
1	\$ 83,669.99
2	\$ 87,853.49
3	\$ 92,246.17
4	\$ 96,858.48
5	\$ 101,701.40
6	\$ 106,786.47
7	\$ 112,125.79
8	\$ 117,732.08
9	\$ 123,618.69
10	\$ 129,799.62
11	\$ 136,289.60
Captain	
Step	Salary
0	\$ 100,094.55
1	\$ 105,099.27
2	\$ 110,354.24
3	\$ 115,871.95
4	\$ 121,665.55
5	\$ 127,748.82
6	\$ 134,136.26
7	\$ 140,843.08
8	\$ 147,885.23

Fire Marshal	
Step	Salary
0	\$ 100,094.55
1	\$ 105,099.27
2	\$ 110,354.24
3	\$ 115,871.95
4	\$ 121,665.55
5	\$ 127,748.82
6	\$ 134,136.26
7	\$ 140,843.08
8	\$ 147,885.23

October 1, 2027

Firefighter	
Step	Salary
0	\$ 66,142.29
1	\$ 69,449.40
2	\$ 72,921.87
3	\$ 76,567.96
4	\$ 80,396.36
5	\$ 84,416.18
6	\$ 88,636.99
7	\$ 93,068.84
8	\$ 97,722.28
9	\$ 102,608.40
10	\$ 107,738.82
11	\$ 113,125.76
Driver Operator	
Step	Salary
0	\$ 69,449.40
1	\$ 72,921.87
2	\$ 76,567.96
3	\$ 80,396.36
4	\$ 84,416.18
5	\$ 88,636.99
6	\$ 93,068.84
7	\$ 97,722.28
8	\$ 102,608.40
9	\$ 107,738.82
10	\$ 113,125.76
11	\$ 118,782.04
Assistant Fire Marshal	
Step	Salary
0	\$ 96,858.48
1	\$ 101,701.40
2	\$ 106,786.47
3	\$ 112,125.79
4	\$ 117,732.08
5	\$ 123,618.69
6	\$ 129,799.62
7	\$ 136,289.60
8	\$ 143,104.08

Lieutenant	
Step	Salary
0	\$ 83,669.99
1	\$ 87,853.49
2	\$ 92,246.17
3	\$ 96,858.48
4	\$ 101,701.40
5	\$ 106,786.47
6	\$ 112,125.79
7	\$ 117,732.08
8	\$ 123,618.69
9	\$ 129,799.62
10	\$ 136,289.60
11	\$ 143,104.08
Captain	
Step	Salary
0	\$ 105,099.27
1	\$ 110,354.24
2	\$ 115,871.95
3	\$ 121,665.55
4	\$ 127,748.82
5	\$ 134,136.26
6	\$ 140,843.08
7	\$ 147,885.23
8	\$ 155,279.49

Fire Marshal	
Step	Salary
0	\$ 105,099.27
1	\$ 110,354.24
2	\$ 115,871.95
3	\$ 121,665.55
4	\$ 127,748.82
5	\$ 134,136.26
6	\$ 140,843.08
7	\$ 147,885.23
8	\$ 155,279.49

October 1, 2028

Firefighter	
Step	Salary
0	\$ 69,449.40
1	\$ 72,921.87
2	\$ 76,567.96
3	\$ 80,396.36
4	\$ 84,416.18
5	\$ 88,636.99
6	\$ 93,068.84
7	\$ 97,722.28
8	\$ 102,608.40
9	\$ 107,738.82
10	\$ 113,125.76
11	\$ 118,782.04
Driver Operator	
Step	Salary
0	\$ 72,921.87
1	\$ 76,567.96
2	\$ 80,396.36
3	\$ 84,416.18
4	\$ 88,636.99
5	\$ 93,068.84
6	\$ 97,722.28
7	\$ 102,608.40
8	\$ 107,738.82
9	\$ 113,125.76
10	\$ 118,782.04
11	\$ 124,721.15
Assistant Fire Marshal	
Step	Salary
0	\$ 101,701.40
1	\$ 106,786.47
2	\$ 112,125.79
3	\$ 117,732.08
4	\$ 123,618.69
5	\$ 129,799.62
6	\$ 136,289.60
7	\$ 143,104.08
8	\$ 150,259.29

Lieutenant	
Step	Salary
0	\$ 87,853.49
1	\$ 92,246.17
2	\$ 96,858.48
3	\$ 101,701.40
4	\$ 106,786.47
5	\$ 112,125.79
6	\$ 117,732.08
7	\$ 123,618.69
8	\$ 129,799.62
9	\$ 136,289.60
10	\$ 143,104.08
11	\$ 150,259.29
Captain	
Step	Salary
0	\$ 110,354.24
1	\$ 115,871.95
2	\$ 121,665.55
3	\$ 127,748.82
4	\$ 134,136.26
5	\$ 140,843.08
6	\$ 147,885.23
7	\$ 155,279.49
8	\$ 163,043.47
Fire Marshal	
Step	Salary
0	\$ 110,354.24
1	\$ 115,871.95
2	\$ 121,665.55
3	\$ 127,748.82
4	\$ 134,136.26
5	\$ 140,843.08
6	\$ 147,885.23
7	\$ 155,279.49
8	\$ 163,043.47

AGREEMENT
BETWEEN
THE CITY OF GREENACRES
AND
The Professional
Firefighters/Paramedics of
Palm Beach County,
Local 2928, IAFF, Inc.



October 1, 202~~6~~³ – September 30, 202~~9~~⁶

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ARTICLE 1
PREAMBLE

This Agreement is entered, into by and between the City of Greenacres, Florida hereinafter referred to as the "City" and the Professional Firefighters/Paramedics of Palm Beach County Local 2928, IAFF, Inc., hereinafter referred to as the "Union". It is the purpose of this Agreement to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours and other conditions of employment between the City and the bargaining unit represented by the Union, hereinafter referred to as "members" or "employees".

ARTICLE 2 RECOGNITION

Section 1

The City hereby recognizes the Professional Firefighters/Paramedics of Palm Beach County Local 2928 IAFF, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2

The bargaining unit for which this recognition is accorded is as defined in Certificate Number 1835 granted by the Public Employees Relations Commission on March 24, 2014, comprised of all regular and probationary Firefighter/EMT, Firefighter/Paramedics, Driver Operators, Lieutenant, Fire Rescue Captains, Assistant Fire Marshal, and Fire Marshal. The Fire Chief, Assistant Fire Chief, Fire Rescue Division Chief, Administrative Assistant, Receptionist, and all other employees of the City of Greenacres are excluded from the bargaining unit.

The parties recognize and agree that the Fire Marshal position has expanded over the years such that the position has a supervisory conflict with the members of the unit and is expected to assume additional duties rendering the position managerial and/or confidential. The parties will be filing a joint Unit Clarification Petition with PERC and if the Final Order removes the Fire Marshal from the unit covered by this agreement, the parties agree that the terms of this agreement shall no longer apply to the Fire Marshal position effective on the date of such Final Order.

Section 3

The parties agree that from time-to-time changes are required to the list of classifications/positions/titles that are “included” and “excluded” from this bargaining unit as noted in PERC Certification Number 1835. The parties agree that they collaborate and jointly file, if possible, for clarification of the unit certification with the Public Employees’ Relations Commission to correct the unit certification based any future changes.

Section 4

The City shall send notices and communications with respect to changes to bargaining unit members' wages, hours, and terms and conditions of employment to:

Professional Firefighters/Paramedics of Palm Beach County Local 2928 IAFF, Inc.

~~2328-3711~~ S. Congress Avenue ~~Suite 2C~~
~~West Palm Beach~~ Palm Springs, FL 334061

ARTICLE 3 NON-DISCRIMINATION

Section 1

There shall be no discrimination against any employee covered by this Agreement solely because of Union activities protected by F.S. 447, or because of membership, non-membership or office held in the Union.

Section 2

The parties recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is an addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4 DUES DEDUCTION

Section 1

Upon receipt of a lawfully executed written authorization form from a bargaining unit member, the City agrees to deduct the current regular association dues deduction and ~~two~~~~one~~ additional deduction~~s~~ as elected by the bargaining unit member biweekly and remit such deduction to the Secretary-Treasurer of the Union within fifteen (15) working days from the date of deduction. Each Fiscal Year, The Union shall notify the City, in writing, the amount to be deducted from each employee and shall notify the City, in writing, thirty (30) days prior to any change. Deductions may be percentage based. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature.

Section 2

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the City's finance director with a copy to the Union.

Section 3

The Union may change the amount of dues (including a program or benefit) one time per Fiscal Year, per employee. The City may deduct \$100.00 from dues, per employee, for any changes thereafter.

Section 4

The Union agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the City of Greenacres to deduct from my wages each pay period an amount equal to the current regular biweekly dues of the Union and the cost of any additional programs or benefits elected by me and to transmit this amount to the Secretary-Treasurer of the Professional

Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc.

Date:

Name:

Address:

Signature:

INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the City of Greenacres to stop deducting from my wages each pay period the current regular biweekly Union dues of the Professional Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc. A copy of this revocation has been forwarded to the Secretary- Treasurer of the Union.

Date:

Name:

Address:

Signature:

Section 5

The Union shall hold the City harmless against any and all claims, demands, and liabilities of any kind whatsoever arising from any action taken or not taken by the City, its members, officials, agents, or representatives in complying with this Section or in reliance upon any notice, letter, or written authorization supplied to the City pursuant hereto.

ARTICLE 5 MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects, provided that the exercise of such right does not have the practical effect of violating specific terms of the Agreement. The rights of the City shall include but not be limited to the following:

1. To determine the organization of City Government.
2. To determine the purpose of each of its constituent departments.
3. To exercise control and discretion over the organization and efficiency of the operations of the City.
4. To maintain the sufficiency of the operations of the City and to set standards for service to be offered to the public.
5. To manage and direct the employees of the City, including the right to assign work and overtime, and to establish, modify, or change rules and regulations applicable to employees covered by this Agreement.
6. To hire, examine, classify (subject to language in this agreement), promote, train, transfer, assign, and schedule employees in positions with the City.
7. To suspend, demote, discharge, or take other disciplinary action and impose sanctions for cause.
8. To increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duty because of lack of work, lack of funds, or any other reason not prohibited by Law.
9. To determine and establish internal security practices, including the right to search all areas of City property (e.g., lockers, computers) and personal effects based upon reasonable suspicion.
10. To determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased and the right to contract and subcontract existing and future work.
11. To determine the number of employees to be employed by the City.
12. To establish, change, or modify the number, types, and the

- grades of positions or employees assigned to an organization, department or division thereof, or project.
13. To establish, change or modify duties, tasks and responsibilities or requirements of positions within the City.
 14. To establish and revise or discontinue policies, rules, practices, programs, or procedures in Council Policies, Administrative Policies, and/or the Greenacres City Manual of Personnel Policies.

The City and the Union agree to allow qualified applicants who are relatives of current Fire Department employees to be considered for employment, provided that the following safeguards are in place to prevent conflicts of interest;

1. Exception

The City and the Union agree that qualified applicants who are immediate family members of current Fire Department employees may be considered for employment within the Greenacres Fire Department, notwithstanding the City's general nepotism prohibitions, provided that these safeguards are observed and that no individual is hired who is a relative of the City Manager, the Fire Chief or the Director of Human Resources.

2. Prohibition of Direct Supervision

No employee shall be employed, assigned, or transferred to a position where they are subject to the direct supervision, evaluation, or disciplinary authority of a relative. for purposes of this section, "direct supervision" includes authority over scheduling, work assignments, performance evaluations, promotions, discipline, or any terms and conditions of employment.

3. Prohibition on Recommendations

The City's policy regarding the prohibition against a public official advocating or recommending relatives for appointment, employment, promotion, or advancement remains in effect and applicable to the bargaining unit.

4. Administrative Safeguards

The Fire Chief, in consultation with the City Manager, shall ensure that no assignment, transfer, or promotion results in relatives being placed within or under the same chain of

command of their relative. If a potential conflict arises due to operational needs, the Department shall make reasonable accommodations, including reassignment, to maintain compliance with this section.

5. Current Standards Maintained

All applicants, including relatives of current employees, must meet the same testing, certification, and qualification standards as any other applicant. Nothing in this MOU creates preferential treatment, automatic hiring, or immunity from discipline.

6. Waiver Authority

Consistent with City Policy, the City Manager retains ultimate discretion to determine whether a relative's hiring is appropriate and may grant a waiver provided safeguards are in place.

In the event that civil emergency conditions exist, the provisions of this Agreement may be suspended in accordance with the Public Employees Relations Act, as long as pay, benefits and just cause discipline shall remain in effect throughout.

ARTICLE 6
FIREFIGHTERS' BILL OF RIGHTS

The City agrees to comply with the provisions of the Firefighters' Bill of Rights, Sections 112.82 and 112.83, Florida Statutes. Members shall have only those rights and remedies provided by the statute and court decisions interpreting it.

The City agrees to comply with the provisions of the Firefighters Cancer Benefit, Sections 112.1816, Florida Statutes.

ARTICLE 7

UNION REPRESENTATION

Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party.

If any employee member of the bargaining committee is on duty during negotiation sessions, he/she may attend and participate in said sessions with no loss in pay if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee.

A Union representative may attend two (2) union meetings per month for up to four (4) hours, and any other emergency meeting scheduled during contract negotiations, without loss of pay, and if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee and shall not unreasonably be denied.

The City Manager and Fire Chief shall be notified in writing when there is a change to the appointed Union Representative(s).

ARTICLE 8 UNION BUSINESS

Section 1

The Union agrees that there shall be no solicitation of City employees for membership in the Union, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of Union or affiliated Union literature or any other solicitation activity of the Union during the working hours of City employees; provided, however, that this Section shall not be construed to prohibit communication of official Union business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's meal period.

The Fire Chief will designate the following bulletin board location in the Fire Rescue Department for the use of the Union bargaining unit herein covered:

- a) Kitchen – Station #94
- b) Hallway into bays – Station #95
- c) ~~Location to be determined~~ Hallway into bays - Station #96

The Union may post meeting notices and special information notices on the bulletin boards and on the First Arriving Dash Board for a period not to exceed thirty (30) days. Such notices may include: notices of Union meetings, notices of Union elections, notices of Union appointments to office, notices of Union recreational and social affairs and Union newsletters. All notices shall be submitted to the Fire Chief or his/her designee for review prior to posting. Permission to post notice shall not be unreasonably withheld.

All costs incidental to preparing and posting of Union material will be borne by the Union.

Section 2

A Union Representative shall be allotted a reasonable amount of time with a minimum of 30 minutes to meet with all new employees during the first 5 weeks of employment, for the purpose of explaining the Union's role as the Florida certified collective bargaining representative, and to answer any questions regarding the Collective Bargaining Agreement.

Section 3

Any time an investigation is completed, upon request, the Union shall be provided the entire investigative file, together with any proposed discipline, regardless of any bargaining unit member's right to such records. The documents shall be provided to the Union at no cost.

Section 4

There shall be created a pool of time known as Union Time Pool (UTP). Each employee who is covered by this agreement shall contribute four (4) hours of vacation time during the first full pay period of October each year. An employee who is not a member of the Union and who does not wish to participate in the funding of the UTP may opt out of this program by providing written notice to both the City and the Union by September 15 of each year. The Union Time Pool (UTP) may be used for Union business upon approval by the by the Union president or his/her designee.

Authorization by the Union President or designee for an employee to use the Union Time Pool must be submitted and approved in writing before such assignment is effective. The Union Time Pool shall be charged in one (1) hour increments. There will be no cost to the City for any time off related to the use of the Union Time Pool. If time off for use of the Union Time Pool requires a replacement employee who receives overtime pay, the Union Time Pool shall be charged one and one-half hours for every hour worked by the replacement employee.

A minimum of one (1) hour UTP shall be taken by an approved employee. A maximum of three (3) members may be approved at any one time unless staffing requirements prohibit such request.

Use of the Union Time Pool shall be subject to approval of the Fire Chief and or his/her designee. Approval shall not be withheld unreasonably. Under normal circumstances, the Union President or designee shall provide the Fire Chief or designee at least seventy-two (72) hours- notice before the requested use of the Union Time Pool.

ARTICLE 9 SENIORITY

Section 1

Seniority shall be defined as the total length of continuous service in the Fire Rescue Department and shall be computed from the time of appointment. Seniority shall continue to accrue during worker's compensation leave, holidays, vacation, funeral leave, compensatory leave, military leave, UTP Leave, and sick leave approved by the City. Leaves of absence without pay, either approved or otherwise, shall not count towards the accrual of seniority. Seniority for purposes of shift and station selection shall be defined as continuous service within the fire department for all Firefighters and Driver Operators and as continuous service within the applicable ~~a~~ job code for Lieutenants and Captains. The Labor Relations committee shall create a bid policy no later than October 1, 2024, unless otherwise agreed by the Union President and Fire Chief, for approval by the Fire Chief. Once completed, the policy may be amended by mutual agreement between the Fire Chief or designee and Union President. Seniority for purposes of vacation ~~and Kelly days~~ shall be defined as continuous service in the Fire Rescue Department.

Section 2

Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement excluding DROP
3. Resignation
4. Is absent for three (3) consecutive working days without notification to and approval by the City. An employee may be reinstated to his/her position if the position is still vacant, by a showing of good cause to the Fire Chief, subject to the review of the City Manager, of why notification was not possible within three (3) days.
5. Failure to report to the City Manager's Office intention of returning to work within ten (10) days of receipt of recall as verified by Certified Mail, Return Receipt.
6. Failure to report to work at the termination of a leave of absence without pay.
7. Failure to report from Military Leave within the time limits

prescribed by law.

Section 3

The City agrees that seniority shall govern the following matters:

1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority. Such lay-offs will be accomplished within the established rank structure.
2. Any employee of rank shall be permitted to drop a grade in rank to preclude layoff consistent with his or her seniority.
3. Employees shall be called back from lay-off according to their seniority. Such call backs will be accomplished within the established rank structure in Section 3-1 of this article.
4. Such actions will incorporate a certified letter to the employee who will specify a ten (10) day time limit for reply as to whether or not he/she wishes to be considered for his/her old position. In any event, no position will be held open longer than ten (10) days after the receipt of the certified letter advising that his/her old position is being held for them.

Section 4

The City shall have the right to determine the means of effectuating necessitated layoffs. The City may impose general across-the-board layoffs, potentially affecting all members of the Bargaining Unit equally, regardless of classification. The City may impose layoffs which may impact specific classifications only, or other layoff formats that the City chooses in order to operate and manage its affairs in all respects.

Section 5

Laid off employees who are qualified for an existing opening in the Fire Rescue Department of the same or lesser rank than their former position which they previously held and remain qualified for (including retaining required certifications) will be recalled for up to one (1) year from the time they are laid off. Laid off employees shall be recalled in reverse order in which they were laid off. In the event of a recall, the City shall notify the employee at their last known address of record with the City by certified mail, return receipt, of such recall and give the employee ten (10) days to reply. It is the responsibility of the employee to keep his/her current address on file

with the City. No position shall be held open for an employee for more than ten (10) days after he/she has received the Notice of Recall.

ARTICLE 10 DRUG FREE WORKPLACE

Section 1

~~Drug tests may be administered by the City pursuant to the drug-free workplace program; Section 440.102, Florida Statutes; and the City of Greenacres Drug-Free Workplace Policy which may be amended by mutual agreement by the Union President and the City Manager or their designees.~~

Section 2

~~All positions in the bargaining unit are agreed to be safety sensitive positions, including but not limited to regular and probationary Firefighter/Paramedics, Firefighter/Emergency Medical Technicians, Fire Rescue Captains, Driver Operators, Lieutenants, Assistant Fire Marshals, and Fire Marshals, employed by the City shall be subject to random screening for the presence of alcohol or drugs.~~

Section 3

~~The City will contract with an independent company to conduct one (1) random alcohol/drug screening tests each month.~~

~~One (1) primary names and one (1) alternate will be randomly selected by the testing company.~~

~~All employees shall be tested while on duty. Upon notification, the employee shall immediately report to the drug testing facility, accompanied by Fire Rescue Administration or their designee.~~

~~No employee shall be randomly tested more than three (3) times in the City's fiscal year.~~

Section 4

~~All individuals are prohibited from smoking, using tobacco products, and/or using simulated smoking devices. Employees who violate this policy may be subject to disciplinary action. For purposes of this Article, "tobacco products" include, but are not limited to cigarettes, cigars, chewing tobacco, "dip", and pipe smoking. A "simulated smoking device" includes, but is not limited to,~~

~~electronic cigarettes, electronic pipes, or other devices intended to resemble or having the appearance of a cigarette, cigar, pipe, or other tobacco product.~~

Section 1

Drug tests may be administered by the City pursuant to the drug-free workplace program; Section 440.102, Florida Statutes; and the City of Greenacres Drug- Free Workplace Policy which may be modified as set forth herein.

Section 2

All positions in the bargaining unit are agreed to be special risk and mandatory testing positions, including but not limited to regular and probationary Firefighter/Paramedics, Firefighter/Emergency Medical Technicians, Fire Rescue Captains, Driver Operators, Lieutenants, Assistant Fire Marshals, and Fire Marshals, employed by the City shall be subject to screening for the presence of alcohol or drugs; however, the City shall not conduct random testing. Testing shall be conducted for job applicants, reasonable suspicion, post-accident/injury, and follow-up testing.

Section 3

The City of Greenacres has a longstanding commitment to provide a safe and productive work environment consistent with the standards of the community in which we serve. The use of drugs by City employees, on or off the job, and the state of being under the influence of drugs or alcohol while at work are inconsistent with the law-abiding behavior expected by all citizens and the special trust placed in City employees as public servants. Alcohol and drug use and abuse poses a threat to the health and safety of the City of Greenacres employees and to the security of the City's property and facilities. The City of Greenacres is committed to the elimination of drug and alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to establish the City as a Drug Free Workplace in accordance with the program requirements outlined in Florida Statute § 440.102.

Definitions

"City premises" includes all buildings, offices, facilities, grounds,

parking lots, places and vehicles owned, leased, used, or managed by the City of Greenacres or on any site on which the City is conducting business.

“**Drug**” means 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 these substances.

“**Drug Test**” means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites.

“**Employee**” is a person who works for the City on a wage, salary or unpaid basis, who is subject to the control and direction of the City in the performance of their duties. To the extent the individual is covered by this agreement, this definition includes all volunteers and contract employees.

“**Follow-up drug testing**” means testing at least once per year for a 2-year period following completion of a mandated or voluntary employee assistance program for drug-related problems or a drug rehabilitation program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

“**Job Applicant**” is an individual who has applied for a Special Risk or Mandatory Testing position with the City covered by this agreement, has been selected and offered the position contingent upon completion of a background check, post-offer physical and drug test.

“**Medical Review Officer**” (MRO) is a licensed physician who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee’s positive test result in relation to the employee’s medical history or any other relevant biomedical information.

“**Mandatory Testing Position**” is any position, including a supervisory or management position, a job assignment that requires

the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

“Reasonable-suspicion drug testing” means drug testing based on a belief that an employee is using or has used drugs in violation of the City’s policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the City.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work. This type of testing is commonly referred to as “post-accident testing.”
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer’s premises or while operating the employer’s vehicle, machinery, or equipment.

“Special Risk Position” is a position that is required to be filled by a person who is certified as a firefighter by the State.

“Specimen” means a tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure or otherwise fail to adhere to this policy. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04 evidenced by a confirmed positive test result as determined by the MRO.

"Under the influence of drugs" means a confirmed positive test result as determined by the MRO. Note: If an employee with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition) tests positive based on the substance limits for the drug test, it will be reported by the MRO as a positive drug test and will be treated in accordance with all other positive drug tests.

Employee Assistance

The City may assist and support employees who voluntarily seek help for problems with drugs or alcohol before becoming subject to discipline or termination under this or any other City policies. Such employees may be allowed to use accrued paid time off, placed on a leave of absence, referred to treatment providers and otherwise reasonably accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and are required to take and pass follow-up tests without advance notice of testing. Once a drug test has been scheduled, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and possible discipline, up to and including termination, will be enforced.

Work Rules

1. The possession, use, sale, solicitation, or transfer of medical marijuana is not allowed on City premises; employees shall not be

under the influence of medical marijuana while on duty.

2. Whenever employees are working or operating any City vehicle, are present on City premises, or are conducting City-related work offsite, they are prohibited from:

a. Using, consuming, possessing, buying, selling, manufacturing, or dispensing a drug (to include drug paraphernalia).

b. Being under the influence of alcohol or drug.

c. Using, consuming, possessing, buying, selling, manufacturing, dispensing alcohol.

3. The presence of any detectable amount of any drug or alcohol in an employee's system, while performing City business or while in a City facility, is prohibited.

4. The City will also not allow employees to perform their duties while taking prescribed drugs that may adversely affect their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

5. Any drug or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

6. The MRO shall provide employees and applicants an opportunity to provide any relevant information prior to the test, including identification of currently or recently used prescription or non-prescription medications, including those with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition).

a. There are no waivers or exceptions for applicants or employees with a valid medical marijuana use registry identification card (for the treatment of a qualifying medical condition).

7. Any employee who believes that another City employee is using

or has used drugs or alcohol in violation of this Article shall immediately report that information to their Department Director and/or Human Resources. Failure of an employee to make such report could result in disciplinary action up to and including termination.

Required Testing

1. Pre-employment

All applicants for Special Risk and Mandatory Testing positions and/or those required to drive as part of their position must pass a drug test before beginning work as a condition of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

2. Reasonable Suspicion

Employees are subject to testing as defined above. Recommendations for reasonable suspicion drug testing shall be made by a supervisor, who shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. The employee may request a copy of this documentation. The original documentation shall be kept confidential. Supervisors making such recommendations shall have received "Supervisory Training for EAP." Human Resources shall be consulted before sending an employee for testing. All levels of supervision making this decision must use the Reasonable Suspicion Reporting Form (Attachment B to the Employee Handbook) to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of drugs or alcohol. If the results of the Reasonable Suspicion Reporting Form indicate testing is necessary, the Assistant Fire Chief or designee shall arrange for transportation to the testing facility. Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A Supervisor outside of the bargaining unit or Human Resources must escort the employee; and will arrange for the employee to be transported home.

3. Reasonable Suspicion/Post-Accident

All employees causing or contributing to an on-the-job vehicular

accident, industrial accident, or who sustain and are evaluated and treated for an on-the-job injury will be drug tested as soon as reasonably possible following such incident when the property damage is estimated to exceed \$5,000.00 (as determined in the sole discretion of Risk Management).

All employees causing or contributing to an on-the-job vehicular accident or industrial accident resulting in the death or injury to another requiring medical treatment will be drug tested as soon as reasonably possible following such incident.

Under no circumstance will the employee be allowed to drive themselves to the testing facility under any of the foregoing circumstances. Testing shall generally occur within two (2) hours of the accident, but not after eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any delay after two (2) hours must be detailed in writing by the immediate supervisor on duty at the time of the accident.

Employees will be placed on paid administrative leave while pending test results.

Employees who leave the scene of an accident and/or who do not inform their supervisor or Human Resources of the accident and how to reach them for testing purposes, barring medical-related emergencies, will be considered to have refused testing and may be subject to disciplinary action up to and including termination of employment.

If an employee is injured in the scope of his/her employment and drug tests and/or other medical evidence indicates the presence of drugs or alcohol in the employee's body at that time of the accident, the employee may be required to forfeit any medical or indemnity benefits available under Florida's Workers ' Compensation statute, and may also forfeit eligibility for unemployment benefits. These penalties are in addition to any other penalties that may apply under this Policy or under applicable law.

4. Follow-Up

Employees who have tested positive, or otherwise violated this policy,

are subject to discipline, up to and including termination. Depending on the circumstances and the employee's work history/record, the City may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance agreement after completion of a rehabilitation program pursuant to mutually agreeable terms, which shall include follow-up drug testing at times and frequencies determined by the City for a period of two (2) years. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be subject to immediate termination from employment.

Collection and Testing Procedures

Employees subject to alcohol testing must be driven to a City-designated facility and directed to provide specimens. (Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A Supervisor or Human Resources must escort the employee; and will make arrangements for the employee to be transported home). A specimen level of .04 or greater is reported as a positive test result.

10 PANEL DRUG SCREEN (with over the counter and prescription drugs which could alter or affect test results)*

Consists of:

1. AMPHETAMINES
Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Methamphetamine
2. MARIJUANA (CANNABINOIDS) in all forms
Marinol, (Dronabinol, THC)
3. COCAINE (metabolite)
Cocaine HCl topical Solution (Roxanne)
4. OPIATES
Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine. Empirin with Codeine, APAP w/Codeine, Aspirin w/ Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
5. PHENC YCLIDINE (PCP)

- Not legal by prescription
6. METHAQUALONE
- Not legal by prescription
7. BARBITURATES
Amobarbital, Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Pentobarbital, Secobarbital, Phrenilin, Triad, etc.
8. BENZODIAZEPINES
Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Zanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax
9. METHADONE
Dolophine, Methadose
10. PROPAXYPHENE
Darvocet, Darvon N, Dolene, etc.
11. Other Synthetic narcotics not listed herein.
12. Alcohol (.04 or higher)

*Due to the large number of obscure brand names and constant marketing of new products, this list cannot and is not intended to be all-inclusive. New drugs will automatically be added to the list of controlled substances based on Florida Statute and federal laws, rules, and regulations.

Employees and job applicants are permitted to consult with a medical review officer for technical information regarding prescription or nonprescription medication.

The laboratory transmits all positive drug test results to a MRO retained by the City, who offers persons with positive results a reasonable opportunity to confidentially report to a medical review officer the use of prescription or nonprescription medications to a medical review officer both before and after being tested, including to rebut or explain the results within five (5) working days after receiving notification of the test result. If the employee's explanation or challenge is unsatisfactory to the MRO, the MRO may report a positive test result to the employer.

The City shall incur the cost of all tests which it requires of applicants and employees. An employee shall incur the cost of any additional

testing not required by the City.

Consequences

Job Applicants who refuse to cooperate with a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense a drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the City believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

The first time an employee tests positive for alcohol or drug use under this policy, the result may be discipline up to and including termination. The City may not terminate, discipline, or discriminate against an employee because the employee has voluntarily come forth to seek treatment for a drug-related problem prior to being directed to submit to a test or engaging in conduct that would result in a test if the employee has not previously tested positive for drug use.

Employees will be paid for time spent during alcohol or drug testing and then placed on paid leave pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include the Fire Chief or designee, City Manager or Designee, and Human Resources.

An employee who is terminated or denied employment as a result of a positive drug/alcohol test, may not qualify for unemployment compensation benefits.

Violating this policy may negatively impact the employee's ability to gain the benefits of workers compensation insurance, COBRA, and/or unemployment benefits.

Confidentiality

Information and records relating to drug test results, drug and alcohol dependencies, and legitimate medical explanations provided to the

MRO should be kept confidential to the extent required by law and maintained in secure files separate from the personnel files. Such records and information may be disclosed among directors, supervisors, and legal counsel on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee.

Inspections

The City reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

Crimes Involving Drugs

The City prohibits all employees from manufacturing, distributing, dispensing, possessing, being under the influence of, or using a drug in or on City premises or while conducting City business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel should be notified, as appropriate, when criminal activity is suspected.

The City does not desire to intrude into the private lives of its employees, but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, the City reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off the City premises.

Any City employee who is arrested or convicted for a violation of a criminal drug statute must notify Human Resources in writing of such arrest or conviction immediately but in no event later than five (5) calendar days subsequent to such arrest or conviction. Employees must keep the City advised of the status of any pending criminal drug or alcohol case. Written notification of any criminal drug or alcohol conviction or other court adjudication of charges withheld, pending, and/or completion of court probation must be provided to Human Resources Division within five (5) calendar days of the court's decision. Based on job function and a failure of an employee to make such report

could result in disciplinary action up to and including termination.

Reasonable Suspicion and Post-Accident Testing Protocol

1. The employee will be advised that the City believes that there is reasonable suspicion that he or she is affected by drugs or alcohol (or due to the nature of the accident the policy mandates this) and that this test is being ordered to confirm or deny this suspicion.
2. The employee will be transported to any one of the City's contracted testing facilities. A Supervisor or Human Resources Designee will accompany the employee. Under no circumstances will the employee be allowed to drive himself or herself to the testing facility.
3. The employee to be tested must present a photo ID (i.e., a driver's license or state ID card) to the testing facility staff before the specimen can be obtained. Ensure that the employee brings the photo ID with him or her when leaving the City premises or accident location.
4. The employee to be tested must sign a consent form provided by the testing facility and authorize release of results to the City. Refusal to sign is addressed under the "Consequences" section of this Article.
5. A City Director/Supervisor must sign as a witness to the collection procedure, along with the tested employee.
6. After returning to the City or when leaving the testing facility, the supervisor/manager or designee must make arrangements to transport the employee home. Under no circumstances will the tested employee be allowed to drive himself or herself home.

Challenges to Test Results

1. Within five (5) working days after receipt of a positive confirmed test result from the MRO, the City will inform an employee or job applicant in writing of the positive test result, the consequences of such results, and the options available to the employee or job applicant. The City will provide to the employee or job applicant, upon request, a copy of the test results.
2. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit

- information to the City explaining or contesting the test result, and explaining why the employee believes the result should not constitute a violation of the City's policy.
3. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written explanation as to why the explanation is unsatisfactory, along with the report of positive result, shall be provided by the City to the employee or job applicant; and all such documentation shall be kept confidential by the City and retained for at least 1 year.
 4. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the City to have a portion of the specimen retested, at the employee's or job applicant's expense, at another licensed and approved laboratory, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.
 5. The employee or job applicant is responsible for notifying the laboratory of any administrative or civil action brought relating to the testing.

Resources

Employees should refer to the City's Personnel Policies Handbook for the names and contact information of local resources for employees in distress.

Section 4

All individuals are prohibited from smoking, using tobacco products, and/or using simulated smoking devices. Employees who violate this policy may be subject to disciplinary action. For purposes of this Article, "tobacco products" include, but are not limited to cigarettes, cigars, chewing tobacco, "dip", and pipe smoking. A "simulated smoking device" includes, but is not limited to, electronic cigarettes, electronic pipes, or other devices intended to resemble or having the appearance of a cigarette, cigar, pipe, or other tobacco product.

Section 5.

This article may be amended by mutual agreement by the Union President and the City Manager or their designees.

ARTICLE 11 LEAVE POLICY

Section 1

Leaves shall be in accordance with the procedures and policies of the City of Greenacres Manual of Personnel Policies on ratification, except as modified below. All leave except for pre-planned sick leave and Union Time Pool shall be requested through the "On Duty BC" via the fire department scheduling program. This article may be amended by mutual agreement between the Union President and Fire Chief.

Section 2

An employee is eligible for vacation leave with pay the first payroll period beginning on or after the employee completes six (6) months of continuous service at which time the employee shall be credited with their first year of accruals.

Paid vacation for bargaining unit employees shall accrue following their 1 year anniversary in accordance with the following schedule on a bi-weekly basis:

	<u>~~24/48~~ 42 Hour Employees</u>	<u>Other Employees</u>
6 months-5 years	<u>96 hours</u> ~~4-shifts~~	<u>96</u> ~~80~~ hours
6-10 year	<u>126 hours</u> ~~shifts~~	<u>136</u> ~~120~~ hours
11-15 years	<u>168 hours</u> ~~shifts~~	<u>176</u> ~~160~~ hours
16 or more years	<u>216 hours</u> ~~10-shifts~~	<u>216</u> ~~00~~ hours

In the first week of October, the Department will advise employees of the available vacation time based on scheduling and staffing concerns. First round selection of vacation must be made between October 16th and October 31st. Selection will be made by seniority in rounds. Round one vacation must be in increments of at least one (1) week (40 hrs. or 48 hrs.). If an employee wants to select more than one (1) week of vacation during round one, additional weeks must be taken consecutively with the first week. After all employees have made their round one selection, Round 2 selection of vacation will take place November 1st thru November 15th. After Round 1 and Round 2, employees may select any remaining vacation time on a first come, first served basis. First and second round vacation selections may

only be cancelled up to twenty-one (21) days in advance of the requested leave. Employees shall not be forced to use vacation time each fiscal year.

Section 3

All requests for vacation shall be made at least ~~three (3) days~~ twelve (12) hours in advance from the start of the requested day. The Fire Chief or his/her designee may at his/her discretion approve vacation time inside of the ~~three (3) day~~ twelve (12) hour time period if no coverage is needed. Vacations may be canceled in the event of an emergency as determined by the City.

Section 4

In the event that a shift is at minimum staffing levels, leave requests will be limited to one ~~(1) Captain, one (1) Lieutenant and supervisory position per shift~~ and two (2) non-supervisory positions per shift utilizing vacation time in accordance with this Agreement.

Section 5

There shall be no cap on the amount of vacation hours kept in each employee's bank. In the last pay period of August each year, vacation time in excess of two hundred sixteen (216) hours ~~up to two hundred forty (240) hours (this creates a twenty-four (24) hour buyback possibility)~~ shall be paid out at the employee's current rate of pay. The payment of leave upon separation and the financial hardship vacation buy-back of vacation leave, or any other payment for vacation leave, shall be governed by the City's policy in the employee handbook as enacted and amended from time to time, except as modified herein. In the event of any such payment, this shall be a separate payment and will have all applicable deductions taken out through the City's normal payroll process.

Section 6

All employees shall be covered by the sick leave policy maintained in the City's Manual of Personnel Policies, except as modified by this Agreement.

Fire Rescue employees assigned to work 24 hour shifts shall accrue sick leave at the rate of one- third shift each month, for a total of four (4) shifts per year.

Employees utilizing sick time must notify the department via the department approved staffing program. Employees utilizing approved sick leave shall not be required to remain at their residence or any specific location during such leave. Employees shall not be obligated to report their whereabouts while on sick leave. Use of sick time for greater than 48 consecutive hours may require a note from a physician.

In the paycheck for the last pay period of each fiscal year bargaining unit employees who have accrued more than 960 hours of sick leave shall be cashed out for all hours above 960 at their regular rate per hour. ~~Employees may use up to 24 hours annually of accrued sick leave as personal leave. Personal leave shall be taken in increments of 2 hours and limited to one person per shift. Personal time must be approved by the Fire Chief or designee and shall not cause overtime. This 24-hour converted time shall be treated as sick leave for overtime purposes.~~ Employees may opt to receive compensation for one-half of the total number of hours accumulated above 480. This compensation shall be paid at one-half the employee's regular rate per hour, such that for each half-hour of pay, one full hour sick leave will be deducted from the employee's accumulated sick time.

Employees shall be covered by the following sick leave policy:

Years of Service	% of Sick Leave Payout
0 to 5	0%
5 to 10	25%
10+	50%
Normal Retirement*	100%

*When an employee is eligible for and applies for a retirement benefit under FRS or the City Plans

Section 7

Employees working a 40 hour, 5/8 schedule who take sick leave on a holiday, the regularly scheduled day before or the regularly scheduled day after a holiday shall not receive holiday pay. Employees working any other schedule who take sick leave on a holiday, the calendar day before or the calendar day after a holiday shall not receive holiday pay. Employees who work on a holiday shall receive holiday pay notwithstanding any sick leave taken. Bargaining unit employees shall receive eight (8) hours of holiday pay for each City approved holiday, currently 13 per year and Patriot's Day

(September 11th), whether or not the employee works on the holiday. 40-hour employees will observe Patriot's Day on the Friday before Easter each year and receive the day off with pay.

Section 8

Shift employees covered by this agreement will receive their holiday pay at straight time in one lump sum in September of each year in a separate payment with all applicable deductions.

The holiday pay benefit for those shift employees who work less than a full fiscal year shall be paid on a pro-rata basis for only those City approved holidays the shift employee has actually earned the holiday pay benefit under Article 11, Section 7 above. Payments shall be paid to shift employees who separate before the end of the fiscal year at the time of the employee's separation.

Section 9

The City reserves the right to require documentation supporting a request for bereavement leave.

40 hr. Employees will receive twenty-four (24) hours of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. ~~In circumstances in which the funeral is scheduled to take place more than 250 miles from the City, t~~The employee may request up to sixteen (16) additional hours of leave, which can be granted in the Fire Chief's sole discretion, with pay which shall not be charged against any other type of leave. The Fire Chief may request appropriate documentation for the need for funeral leave. Employees who need additional time off, regardless of where the funeral takes place, may apply for such leave with the use of vacation leave.

4~~2~~8 hr. Employees will receive twenty-four (24) hours of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. ~~In circumstances in which the funeral is scheduled to take place more than 250 miles from the City, t~~The employee may request up to twenty-four (24) additional hours of leave, which can be granted in the Fire Chief's sole discretion, with pay which shall not be charged against any other type of leave. The Fire Chief may request appropriate documentation for the need

for funeral leave. Employees who need additional time off, regardless of where the funeral takes place, may apply for such leave with the use of vacation leave.

Section 10

Comp time must be used in increments of no less than one (1) hour.

ARTICLE 12 INSURANCE

The City shall provide all bargaining unit members with the same insurance plans (health, dental, life insurance – this brief list is illustrative only and in no way limits or binds the City in providing any type of insurance, but merely states that types of insurance the City currently offers in a non- exhaustive fashion) and provide the same premium payment rates as non-bargaining unit City employees. The City's insurance plans shall be uniform across all employees.

The City may alter coverage provided in this article only after providing the union with notice 10 days prior to the effective date of the change.

The City shall fund the employees' HRA in the amount of no less than \$500 on January 1st each year. Funds shall be available for use consistent with IRS guidelines and applicable plan rules.

Unused HRA funds shall roll over from year to year and remain available to vested employees for all eligible medical expenses permitted under IRS regulations. Bargaining members who are vested shall not lose or forfeit unused HRA funds at the end of the fiscal year. Members who separate from employment prior to vesting shall forfeit any unused HRA balances.

ARTICLE 13 UNIFORMS AND EQUIPMENT

Section 1

The City shall furnish uniforms to all bargaining unit members who are required to wear uniforms in the performance of their duties.

Section 2

Any uniform or related equipment initially supplied by the City, which is damaged or destroyed while an employee is acting in the performance of his/her official duties, shall be replaced by the City at no cost to the employee, provided the same is not the result of his/her negligence. Such claim of loss must be supported with reasonable proof and shall be subject to the approval of the Fire Chief or his/her designated representative.

Section 3 Fire Certified Personnel Uniforms

Effective October 1 of each year, non-probationary fire certified personnel in the bargaining unit shall receive a uniform credit in the amount of ~~five~~three hundred ~~fifty~~ (\$~~3500~~.00) dollars to be used for the purchase of approved items from the City's selected vendor which may include, but is not limited to, approved uniforms, approved work-related equipment, approved class A uniform, and approved bunker gear bags. The City shall provide needed firefighting gear to firefighters and uniforms to newly hired probationary employees as listed herein. Effective October 1 of each year following completion of probation, the employee will be provided a ~~three~~five hundred ~~fifty~~ (\$~~3500~~.00) dollar uniform credit to be used for the purchase of approved items. In the event a unit member loses brass, badges, or any other official identifier, the unit member must immediately report the missing items to the department. The ability to utilize the \$~~3500~~.00 uniform credit for such items will be made on a case-by-case basis in the discretion of the department. The uniform credit account will close, and all orders must be placed by, August 1 of each year.

~~In the first year of the current contract the city agrees to pay the cost of 1 full class A uniform including pants for all non-probationary employees. The City agrees to provide each employee with a two hundred fifty (\$250) dollar stipend on the first pay cycle in January of each year to cover the cost of items not offered by the selected uniform vendor.~~

The ~~name and rank of the supervisory EMS~~ personnel shall be applied to newly issued uniforms, ~~and the name and rank of Firefighter shall be applied to all other uniforms.~~ Personnel who have been certified as TRT shall have the designation on their uniform.

New employee uniform list:

EMT pants – 2
Class B dress pant - 1
Polo shirts – 1
PT shorts - 1
T-shirt - 5 CQB belt – 1
Windbreaker – 1
Baseball style hat - 1
Job shirt - 1
Utility jumpsuit - 1
Badge – 1
Nameplate – 1
Class A shirt LS blue - 1
Class A necktie – 1
Class A belt -1
Class A dress pant – 1 (upon completion of probation)
Class A jacket – 1 (upon completion of probation)
Class A hat – 1 (upon completion of probation)

ARTICLE 14 WORKWEEK

Section 1

Except in the event of an emergency, the City reserves the right to change regular shift (A, B, ~~or C, or D~~) assignments upon seven (7) days' notice. The Department may not change individual shift assignments solely to avoid payment of overtime.

Fire Rescue employees assigned to work 24 hour shifts shall work an average of ~~42~~8 hours per week over a ~~28~~1 day work period ~~that includes a 24-hour shift off (Kelly day) every seventh (7th) shift.~~ The "Spartan Schedule" shall include a repeating work pattern of twenty-four (24) hours on; followed by forty-eight (48) hours off; followed by twenty-four (24) hours on; followed by ninety-six (96) hours off; to ensure an average forty-two (42) hour workweek. The shifts will rotate as follows: A, B, C, D, B, A, D, C.

A 12-month trial period of the Spartan Schedule shall commence upon Oct 1, 2026. No later than thirty (30) days prior to the conclusion of the Trial period, the Union shall conduct a secret ballot vote of all bargaining unit members assigned to 24-hour shifts. The ballot shall present two options:

1. Continue the Spartan Schedule indefinitely; or
2. Transition to a 24/72 schedule, maintaining an average 42-hour work week

The vote shall be conducted by the Union with the results certified in writing to the Fire Chief and City Manager. The schedule chosen by majority vote shall be implemented no later than ninety (90) days after certification of the vote results, unless another implementation date is mutually agreed upon by the Fire Chief and the Union President.

In the event of a tie or if no option receives a majority of votes cast, the work schedule in effect on the final day of the Trial period shall remain in effect unless and until changed through collective bargaining or mutual written agreement of the parties.

~~The Department will advise employees of the available Kelly days based on scheduling and staffing concerns. Employees will rank each day of the week by order of their preference (1 to 7), and Kelly days will be determined on the~~

~~basis of seniority. There will be a maximum of one (1) Captain off per day per shift. Step-ups will not have the same Kelly day as their immediate station Captain. The Kelly day selection process will begin again October 1 of each year. Kelly days will take effect the first full three (3) week pay cycle in each January.~~

Section 2

Employees shall be paid at an overtime rate for all hours worked outside their regularly scheduled work hours.

Section 3

Off-duty employees called out to work shall be paid a minimum of three (3) hours overtime.

Section 4

Compensatory time may be offered to 40hr employees in lieu of overtime pay, subject to the following situations:

- A. The Fire Chief shall have the option of offering compensatory time in lieu of overtime pay at a minimum rate of time and one-half ($\frac{1}{2}$).
- B. Once offered, an employee shall have the option of receiving compensatory time in lieu of overtime pay.
- C. There shall be a maximum accrual of forty (40) hours for 40hr employees. Any time in excess of this shall be paid at the appropriate rate of pay for the hours worked.
- D. If an employee is permanently separated from the City, the employee shall be compensated for any unused compensatory time.

ARTICLE 15 SHIFT EXCHANGE

Section 1

Employees may exchange shifts or parts of shifts with another “qualified” employee ~~in the same classification (job code)~~ (“qualified” being any employees who are listed on the final promotional register, or an employee of the same rank) with prior approval of the immediate supervisor of the employee requesting the exchange. Approval for exchanges of time shall not unreasonably be denied. All employees seeking to swap shifts must have 36 hours of sick leave accruals available prior to and during each shift on which a swap is to take place in order to be able to comply with Section 3 below. If any requesting employee falls below 36 hours of accrued sick leave, the remaining requested shift swaps will be placed on hold until the sick leave bank accruals are replenished to 36 hours or will be cancelled. Probationary employees cannot participate in shift swaps. The Fire Chief or designee has the discretion to allow exemptions to this paragraph in extenuating circumstances.

Section 2

Shift exchanges must be accomplished within twelve (12) months. Shift exchanges shall not result in the City incurring overtime liability it would not otherwise incur.

Section 3

Employees are responsible for making all exchanges, subject only to approvals as described above. An employee who accepts a shift exchange is responsible for working that exchange, and will be subject to disciplinary action for non-attendance. If the employee who is scheduled to work a shift exchange does not report to work or is absent from any work time during that scheduled shift exchange (including but not limited to on/off duty injury, severe illness or pregnancy), that employee will be charged the time from his/her leave accruals required to cover his/her absence, which shall be charged to the employee's accruals at the time and one-half rate if any overtime costs are incurred by the City to obtain coverage for that employee. An employee whose accruals are charged shall also remain subject to disciplinary action for non-attendance.

Section 4

Employees must work their end of all exchanges, and compensation in any other form may not be used to repay an exchange. If an employee quits and owes other employees exchanged shifts, the employees affected are not owed any compensation from the City.

Section 5

Shift exchanges for educational purposes will not be denied if they otherwise meet the requirements of this Article.

Section 6

~~Shift exchanges between employees of different ranks must be scheduled on shifts in which both employees are scheduled to work in the same rank. Kelly Days may be exchanged voluntarily between employees on a temporary or permanent basis as long as it does not create overtime. A Kelly Day may be exchanged for a vacant Kelly Day slot provided that the exchange is made within one twenty-one (21) day work cycle. All Kelly Day exchanges must have prior approval by the Fire Rescue Division Chief or his/her designee.~~

ARTICLE 16 SALARY PLAN

Section 1

Promotions - ~~Employees who are promoted to Fire Marshal or who are promoted to Captain from a rank lower than Lieutenant will be placed at the lowest step providing an increase of at least ten percent 10% above their current rate of pay or the highest step. Employees who are promoted to Driver Operator, Lieutenant, Captain (from the rank of Lieutenant), or Assistant Fire Marshal will be placed at the next lowest step providing an increase of at least five percent 5% above their current rate of pay or the highest step. The date the promotion becomes effective, will become the employee's new anniversary date.~~

~~Effective March 1, 2025, e~~Employees promoted to the positions of Captain, Fire Marshal, Assistant Fire Marshal, ~~Lieutenant~~ or Driver Operator shall move to the lowest step providing at least a 5% increase above their current rate of pay or to the highest step. Employees promoted to the position of Lieutenant shall move to the lowest step providing at least a 10% increase above their current rate of pay or to the highest step.

The City and bargaining unit agree to create a new Probationary Step (also known as Step 0) on the new salary schedule for probationary employees. Upon successful completion of the employee's probationary period, the employee will be slotted into step 1 of the new salary schedule.

Section 2

A) First year; October 1, 202~~63~~ through September 30, 202~~74~~.

Attached to this agreement is a new salary schedule for 202~~63~~-202~~74~~ ~~including a 6% across the board increase.~~ Each employee shall remain at their current step placement and shall continue to progress in accordance with Section 3.

~~Effective October 1, 2020, each employee will be slotted into the new salary schedule for his/her position based on the employee's completed years of service as of September 30, 2020. Employees who are still serving their initial probationary period will remain at their current salary level (without re-slotting and~~

~~without a wage increase) until they each successfully complete their probationary period, and will then be slotted into step 1 on the new salary schedule.~~

- B) Second Year: October 1, 202~~7~~4 through September 30, 202~~8~~5 including a 5% across the board increase.

The salary schedule for year two of this Agreement is attached hereto and shall be implemented.

- C) Third Year: October 1, 202~~8~~5 through September 30, 202~~9~~6 including a 5% across the board increase.

The salary schedule for year three of this Agreement is attached hereto and shall be implemented.

Section 3

Effective on the employee's anniversary date, the employee shall move to the next level on the salary plan. If an employee reaches the top of the salary plan, said employee shall receive no increase.

Section 4

Assignment Pay ~~—~~

~~24-hour Shift Employees permanently assigned to work a 40hr work week shall receive a 10% increase to their current salary. Employees assigned to Paramedic Field Training Officers and Driver Engineers shall receive annual assignment pay of \$2,000.00, paid monthly; for the duration of that assignment, and shall be included in their regular rates of pay. This pay shall remain in effect until promotions to Lieutenant (for FTO) and Driver Operator are made.~~

Firefighter/EMT's and Driver Operators who become State of Florida Paramedic certified and are signed-off to function as a Paramedic per department standards and who are assigned as a Paramedic shall receive 15% assignment pay on top of their current Firefighter/EMT or Driver Operator salary.

~~With the approval of the Medical Director Firefighter/EMT's and Driver~~

Operators who enroll in a state accredited Paramedic program shall be assigned Paramedic Assisting responsibilities under direct supervision of certified paramedics. These employees shall receive 2% pay on top of their current salary after successfully completing the first semester of their program, an additional 4% pay on top of their current salary after successfully completing the second semester, and an additional 4% pay on top of their current salary after successfully completing the 3rd semester for a total of 10% assignment pay. Employees who complete the paramedic program shall continue to receive Paramedic Assisting assignment pay for up to 6 months while completing the credentialing process. If an employee fails, withdraws from, is dismissed from, or does not successfully complete any semester of the program or the Paramedic credentialing process, all Paramedic Assisting assignment pay shall cease immediately.

Filling a Temporary Vacancy —

Employees assigned to fill a temporary vacancy for Battalion Chief, Captain, Lieutenant or Driver Operator ~~for one-half shift or longer~~ shall have their regular rate of pay increased by 5% for said hours worked. ~~Effective October 1, 2025 employees assigned to fill a temporary vacancy for Lieutenant for one-half shift or longer shall have their regular rate of pay increased by 5% for said hours worked.~~ Such employees must be on the eligibility list for the respective position they will be assigned to. —

In the event that there are no employees on the eligibility list for Captain, Lieutenant, or Driver the City will immediately start the promotional process for the applicable rank Captain. While a new list is being established, qualified FTOs ~~(until February 2024) or Lieutenant employees~~ may be utilized for overtime to fill a vacancy in the Captain, Lieutenant or Driver rank. This will occur only after all other employees that hold the rank in which the vacancy exist of ~~Captain~~ have turned down said overtime. ~~Until February 2024, in order to be a qualified FTO for the purpose of stepping up to the Captain rank, FTOs shall have completed a Strategies & Tactics class put on and paid for by the department. Additionally, in order to continue to be eligible for this step up, FTOs must complete Company Officer 1 within 3 months of completing Strategies and Tactics.~~

Section 5

Employees with ten (10) or more years of service shall receive an annual

payment of \$500.00, employees with fifteen (15) or more years of service shall receive an annual payment of \$750.00, and employees with 20 or more years of service shall receive an annual payment of \$1,000.00 with all necessary and applicable deductions during the normal payroll process. This annual payment will be processed during the payroll period after the employee's anniversary date.

Section 6

Nothing in this Agreement will require the payment of wage increases of any kind after the expiration of the Agreement.

Section 7

The City and Union may agree to exercise a re-opener of Article 16, Section 2, of this Agreement for the limited purpose of re-negotiating the across the board increases provided therein, in the event the City realizes economic losses that render the across the board increases unaffordable. The City and Union shall agree to reopen between May 1, 20274, and 5:00 pm on June 1, 20274, to re-negotiate for the Second Year and between May 1, 20285, and 5:00 pm on June 1, 20285, to re- negotiate for the Third Year. These deadlines shall be strictly enforced. Failure to agree to re-open within the time frames established herein shall constitute a waiver of the City's right to re-open for that fiscal year.

Section 8 Investigator Incentive

Employees who are certified by the State of Florida as Investigator 1 shall receive a \$500 annual incentive with all necessary and applicable deductions during the normal payroll process. The annual payment will be processed after the first payroll of the employee's anniversary date.

Employees who are certified by the State of Florida as Investigator 1 and perform the duties on an Investigator shall receive a \$2,000 annual incentive with all necessary and applicable deductions during the normal payroll process. The annual payment will be processed after the first payroll of the employee's anniversary date.

ARTICLE 17
SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A grievance shall be defined as a dispute over the interpretation or application of the specific provisions of this Agreement.

Section 2

Should the City wish to press a grievance, such grievance must be presented to the Union for a response. The Union shall have ten (10) calendar days in which to submit a written response. The City may appeal the Union's response to arbitration pursuant to Section 4 of the procedure below.

Section 3

In a mutual effort to provide harmonious relations between the parties to this agreement, it is agreed to and understood by both parties that there shall be a procedure in this department for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this agreement as follows:

- Step 1. The aggrieved employee or a union representative may present a written grievance to his/her Battalion Chief within ten (10) calendar days of the occurrence or knowledge of the matter-giving rise to the grievance. The Battalion Chief shall attempt to adjust the matter within his/her authority and respond to the party presenting the grievance within ten (10) calendar days.
- Step 2. If the grievance has not been satisfactorily resolved in Step 1, the Union representative and/or the aggrieved employee may appeal the grievance to the Fire Chief, within ten (10) calendar days after the time the response from the previous step is due. The Fire Chief shall respond, in writing, within ten (10) calendar days to the employee and Union.
- Step 3. If the grievance is not satisfactorily resolved in Step 2, the aggrieved employee or the Union may appeal the grievance to the City Manager, in writing, within ten (10) calendar days of the date the response was due in Step 2. The City Manager shall

respond in writing within ten (10) calendar days to the employee and the Union.

Note: The time limits set forth may be waived only by mutual agreement, in writing, between the parties. If the Union fails to advance a grievance within these time limits, the grievance will be treated as withdrawn with prejudice.

If the City fails to respond to the grievance within these time limits, the grievance will be treated as denied, effective on the date the response was due. For grievances relating to more than one (1) bargaining unit member, the Union may file a grievance on behalf of all affected Union members at the Step at which there is authority to resolve the grievance.

Section 4 Arbitration Referral

1. If the grievance is not resolved at Step 3 of the Grievance Procedure, the Union may, within (10) calendar days of the date of the response was due in Step 3, submit a request for arbitration to the City Manager. In general, grievances, either the Union or the City may request to take the issue or grievance to arbitration. For grievances filed by an employee or by the Union, the Union shall have the exclusive right to refer a grievance to arbitration except where the Union elects not to represent an employee due non-membership in the Union, in which case the employee may proceed in accordance with Chapter 447, Fla. Stat.
2. If the parties fail to mutually agree upon an arbitrator within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals from the Federal Mediation Conciliation Service (FMCS) shall be requested by either party, with a copy of the request sent to the other party. Within ten (10) calendar days after the receipt of the list, each party may reject one panel. The party rejecting the panel will pay for the next panel. Once a panel is approved, the parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. The party bringing the grievance shall cross out the first name. Failure of the parties to select an arbitrator within thirty (30) calendar days of receipt of the panel from FMCS will be considered a withdrawal of the grievance with prejudice.

3. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
4. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any issues not submitted.
5. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the union and employer, except as provided by law.
6. The arbitrator's fee and expenses shall be borne equally by the parties bringing the grievance.
7. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.
8. The arbitrator shall be requested to tender his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the close of the hearing.
9. In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator, which shall allow any monetary payment, damages or accruals for more than five (5) working days prior to the date when such grievance shall have been first submitted in writing.
10. Upon receipt of the arbitrator's award, corrective action, if any will be implemented as soon as possible.
11. If either party to this agreement requests a copy of transcripts of the arbitration hearings, both parties will share equally the cost of such transcripts.
12. If the party requesting arbitration does not advance the prosecution of the case by, at a minimum, scheduling a date for the hearing, within 60 calendar days of the selection of the arbitrator or 120 calendar days of the grievance being advanced to arbitration, whichever shall last occur, the grievance shall be deemed withdrawn.

Section 5

Non-Probationary employees may appeal disciplinary suspensions of greater than two days, disciplinary demotions or discharges to arbitration under this Article. Notwithstanding the above, non-probationary employees

may appeal to arbitration a second suspension of two days or less received within one year. Non-probationary employees may appeal lesser disciplinary penalties through Step 3 of the grievance procedure, and the City Manager's response shall be final. Newly hired probationary employees shall not have the right to appeal discharge.

ARTICLE 19 WORK STOPPAGES

Section 1

There will be no strikes, work stoppages, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this Agreement. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the employees covered by this Agreement.

Section 2

Recognizing that Florida law prohibits the activities enumerated in Section 1 above, the parties agree that any member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.

Section 3

It is recognized by the parties that the activities enumerated in Sections 1 and 2 above are contrary to the ideals of the professionalism and to the Fire Rescue Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article the City shall be entitled to seek and obtain legal and/or equitable relief available in any forum.

ARTICLE 20 PENSION

Section 1. All eligible unit employees shall continue to participate in existing City pension plans.

Section 2. Deferred Retirement Option Plan (DROP).

The pension benefits and employee contributions currently provided for bargaining unit members through the City of Greenacres Police Officers and Firefighters Retirement Plan will be maintained for the duration of this Agreement, except as provided below. The pension changes provided below will take effect on October 1, 2020, or upon implementation of the changes if later (the “effective date”), except as otherwise specified.

Deferred Retirement Option Plan

- A. A deferred retirement option plan ("DROP") shall be established for firefighters on the effective date. The DROP shall be part of the pension plan, and shall contain the following eligibility and participation provisions.
1. A member who attains normal retirement eligibility (age 55 with at least six years of credited service or 25 years of credited service regardless of age) shall be eligible to participate in the DROP. A member may defer participation in the DROP until age 59 or 33 years of service, whichever occurs first.
 2. A member must make a written election to participate in the DROP on a form provided by the City. A member's election to participate in the DROP shall be irrevocable.
 3. An eligible member may participate in the DROP for a maximum of ~~85~~ years.
 4. A member who elects to participate in the DROP shall be required to terminate City employment no later than the end of the maximum DROP period. A member who elects to participate in the DROP may terminate DROP participation and City employment sooner than the end of the maximum DROP period, with at least 30 days' advance written notice to the City.

B. DROP plan features.

1. An eligible member who elects to participate in the DROP will be considered to have retired for purposes of the pension plan. The member's monthly retirement benefit, determined in accordance with the plan based on years of credited service and average final compensation at the time the member enters the DROP, will be paid into the member's DROP account every month during the DROP period. Member DROP accounts are notional accounts, used only for the purpose of calculating DROP benefits, and are not separate accounts within the pension plan. The monies allocated to member DROP accounts shall be invested by the pension board in the same manner as other plan assets, and members shall have no control over the investment of DROP accounts.
2. No member contributions shall be required after a member enters the DROP, and the member will not accrue any additional credited service or any additional benefits under the pension plan after entering the DROP.
3. A member who elects to participate in the DROP shall not be eligible for disability or preretirement death benefits under the pension plan after DROP participation begins.
4. During a member's participation in the DROP, the member's monthly retirement benefit will be paid into the DROP account. The member's DROP account will earn interest at the rate of 3% per annum, compounded monthly. The DROP account shall not earn interest after the member's DROP participation ends.
5. Within thirty (30) days following a DROP participant's termination of city employment or death, the member, or in the event of the member's death the member's designated beneficiary, may submit a written election on a form approved by the pension board, to receive the member's entire DROP account balance, which shall be distributed to the member (or in the event of the member's death to the member's designated beneficiary or estate in accordance with paragraph 6 below) in a cash lump sum, unless the member elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the member in a direct rollover. Any such

direct rollover would be accomplished in accordance with IRS regulations and the pension plan. In the event a member or designated beneficiary does not submit a written election to receive a distribution of the member's DROP account balance within thirty (30) days following the member's termination of city employment or death, the DROP account shall be maintained but shall not earn interest.

6. If a DROP participant dies before his or her DROP account is distributed, the participant's designated beneficiary shall have the same rights as the participant with respect to the distribution of the DROP account. The member may change the designated beneficiary no more than two times during the member's participation in the DROP. Such change must be on a form prescribed by the City, signed by the member, and filed with the board. If the member has not designated a beneficiary, the DROP account balance shall be paid to the member's estate.
7. Participation in the DROP is not a guarantee of continued employment. DROP participants are subject to the same employment policies and standards as employees who are not in the DROP.
8. A member who participates in the DROP shall be eligible to receive payment for unused sick leave as follows:
 - a. Upon separation from employment – up to 960 hours at 100% of the employees' hourly rate; and
 - b. During DROP – an employee may receive payment for accrued sick leave in excess of 960 hours at 50% of the employees' hourly rate.
9. The DROP account distribution, along with other benefits paid by the pension plan, is subject to limitation under Section 415(b) of the internal Revenue Code.
10. The pension board may adopt any rules for administering the DROP that are necessary to maintain compliance with the Internal Revenue Code.

COLA. The 3% annual cost of living adjustment on pension benefits shall be paid beginning 1 year after separation from the City of Greenacres.

Chapter 175 Premium Tax Revenues.

Mutual Agreement: The City and Union mutually agree that the first \$160,796 in annual Ch. 175 premium tax revenues will continue to be used to reduce the city's pension contributions, and any annual Ch. 175 premium tax revenues received in excess of \$160,796 shall be used to fund the Share Plan; provided, if the City's pension contribution should exceed 25% of payroll in any plan year based on the most recent actuarial valuation for the plan, up to 50% of the excess premium tax revenues above \$160,796 shall be used to reduce the City's pension contribution, as needed to reduce the City's contribution to 25% of payroll.

Section 3. 457 Matching Plan:

Effective October 1, 2025, the City shall match bargaining unit employee contribution to the City approved Chapter 457 Deferred Compensation Plan at a rate of 50 cents (\$0.50) for every one dollar (\$1.00) contributed to such plan up to a maximum of one hundred twenty dollars (\$120) per month (\$1,440 annually) to be contributed by the City on behalf of each bargaining unit employee.

ARTICLE 21 TEMPORARY DISABILITY LEAVE

Section 1

Certified employees shall be permitted up to ~~twenty-four~~^{eighteen} (24¹⁸) months to return to full duty after: a serious injury in the line of duty caused by traffic at a scene or sustained during fire combat, treatment of a person, vehicle extrication, while engaged in fire rescue activities, or any illness on or off duty. The City Manager or designee may approve these benefits for off duty physical injury at their sole discretion. If available, the City may provide the employee with light duty assignments that comply with any medical limitation the employee may have during the time the employee cannot perform his or her full duty assignments under this Article. The City has the right to assign such light duty across any City department and shall not be confined to only assign bargaining unit members to light duty within the fire department. While on such restricted duty, the member's rate of pay shall not be adjusted; however, the City will provide up to eight (8) hours (1.6) hours per day not to be fractionalized) of straight time in each work week so that members who are working a forty (40) hour weekly schedule will have the opportunity to maintain forty-eight (48) hours of pay in the workweek. If the employee cannot return to full duty upon the expiration of the ~~twenty-four~~⁽²⁴⁾¹⁸ months described above, the employee's employment with the City may, in the sole discretion of the City Manager, be terminated ~~and there will be no right to grieve a termination under this paragraph.~~

Employees sustaining such injuries and are not assigned light duty assignments as described above shall receive up to \$175 per week in addition to their workers' compensation benefits; provided that in no case shall they receive more than 100% of their average take home pay over the 13 calendar weeks before the date of the injury.

This section is intended to cover serious injuries that may occur due to the unique hazards of fire/rescue activities and is not intended to cover injuries that could be sustained by other non- special risk City employees. For any injury sustained that could be sustained by other non-special risk City employees, as described above, the City's normal workers' compensation policy in the City's employee handbook shall apply in place of this Article.

For any bargaining unit member that is out on temporary disability leave or

workers' compensation leave—regardless of any timeframe described in this article—in the event a medical provider certifies or provides information that the employee has reached maximum medical recovery or improvement (MMR or MMI) but the employee still cannot perform the essential functions of the employee's job description, the employee's employment with the City may, in the sole discretion of the City Manager, be terminated ~~and there will be no right to grieve termination under this paragraph.~~

In the event of a dispute as to whether the employee is fit to return to duty at the end of the ~~eighteen~~twenty-four (24~~18~~) month period allowed above, or in the event of a dispute as to whether an employee has reached MMR/MMI, the City and the Union shall mutually agree on a third-party physician to perform an independent evaluation with the conclusion of the third-party being final and binding. The cost of this third-party evaluation is split evenly between the City and the Union.

Section 2

Except as provided for in this Article, the City's Manual of Personnel Policies shall determine the level of benefit, if any, provided to all City employees who become temporarily disabled. Employees who are temporarily disabled as a result of a non-job related illness or injury shall have ~~180—calendar days~~months to return to full duty, which may be extended an additional 90 calendar days at the sole discretion of the City Manager, and may, at the sole discretion of the City, be assigned to light duty. This light duty cannot be refused by the employee. Moreover, for any non-job related injury impacting the employee's ability to perform this position in a full duty capacity, the City shall have the right to send the employee, at the City's expense, to a doctor of the City's choosing for a second opinion.

Section 3

Any employee that is out on workers' compensation leave or temporary disability leave as described herein, shall not accrue any paid time off (vacation, sick, holiday, or otherwise) except when utilizing his or her accrued leave. The employee shall first use any and all accrued time earned in each payroll period to supplement workers' compensation. Once that accrued time is exhausted in that particular payroll period, the employee shall utilize any and all accrued leave time to supplement their workers' compensation benefit.

Section 4

Nothing in Article 21 shall prevent the City from placing an employee into another job/position within the City in lieu of termination. However, the City will have no obligation to do so, and any placement will be in the sole discretion of the City Manager. In the event this type of placement is made, the employee will no longer be a bargaining unit member, unless placed in a bargaining unit position, and will be placed at the appropriate wage and benefit level for the new position.

Section 5. Communicable Diseases

Fire Rescue shall designate an Infectious Disease Coordinator to manage this program

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

- Tetanus
- Hepatitis (Type A and B)
- Rubella (for females of childbearing ability)

Said immunizations may be provided through the City's insurance policy.

ARTICLE 22 RESIDENCY

~~Employees who are authorized to have a take-home vehicle must have and maintain residency in Palm Beach County as a condition of assignment and continued use of that vehicle unless approved by the Fire Chief.~~

The employees assigned to a 40hr work week ~~Fire Marshal and Assistant Fire Marshal~~ shall be provided with take home vehicles, which may be taken out of Palm Beach County with authorization from the Fire Chief.

ARTICLE 23 EDUCATION

The City is committed to advancing the education of its Fire Rescue employees.

Subject to employee application and approval by the City, the City will reimburse regular, full-time employees' tuition and education costs for approved coursework relating to their job duties or leading to a degree relating to their job based on academic performance with a passing grade.

Employees receiving a grade of "D" or below will not be eligible to receive tuition or educational reimbursement. The City will not reimburse employees for courses which the employee receives a grade of "PASS" or "FAIL," unless no other grade option is available for the course and the course is approved by the City Manager or designee. In those instances, employees enrolled in classes offering only "Pass/Fail" will be reimbursed 100% for achieving a passing grade.

The total annual amount a regular, full-time employee may receive per fiscal year from the City for tuition and educational reimbursement may not exceed \$2,500.00 for non-degree seeking individuals and \$3,500.00 for degree seeking individuals, these limits are separate and shall not be combined. No employee may receive more than \$3,500 in any fiscal year. Employees who are eligible for tuition and educational benefits under any other tuition refund or incentive program, policy, or agreement, are not eligible for tuition and educational benefits from the City. The City agrees that \$164,000.00 shall be budgeted and made available in 2027 \$18,000 shall be budgeted and made available in 2028 and \$20,000 shall be budgeted and made available in 2029 each of the three fiscal years of this Agreement for tuition reimbursement to the members of this bargaining unit. This money must be used consistent with this article, but the parties also agree that the above noted amount shall be available only for use during each fiscal year of the term of this Agreement. Reimbursement for paramedic school tuition credit hours not including books or ancillary fees shall be budgeted separately with a maximum of 24 employees attending per fiscal year at the rate of Palm Beach State College.

To be eligible to participate in the program, employees must: be full-time non-probationary employees; be in good standing without having received

any suspensions during the last twelve (12) months, and have a current performance evaluation that reflects an overall rating of satisfactory or above if applicable; be in a paid status; pursue job related undergraduate and graduate level courses taken for academic credit leading to Associate's, Bachelor's, Master's, or Doctoral Degrees through accredited colleges and universities accredited by organizations recognized by the U.S. Department of Education and verified at <http://ope.ed.gov/accreditation/Search.asp>. Employees working through a probationary period due to promotion and not new hire, are eligible for this benefit. The exclusion of probationary employees only applies to newly hired employees that are working through their new hire probationary period.

Employees interested in participating in the City's Tuition and Educational Reimbursement Program should submit a copy of the "Application for Tuition and Education Refund" to the Fire Chief for review and consideration prior to registration for the coursework. The Fire Chief will review and complete the form. The Fire Chief (or designee) will coordinate any further review and processing of the application.

All approved applicants must resubmit the original application form, along with original receipts for tuition books, and original grade report the Fire Chief for reimbursement, no later than 30 days from receipt of the grade(s). As appropriate, the City Manager will authorize payment under the Program. Employees who are candidates for certificates or degrees must also submit a statement from their Academic Department representative, or other acceptable documentation as determined by the Fire Chief, indicating the title of the degree or certificate sought and the field of specialization.

Employees receiving tuition and educational reimbursement from the City will be obligated to remain employed by the City for a minimum of three (3) years from the date of tuition and educational reimbursement. Employees who leave the City's service, whether voluntarily or involuntarily (e.g., performance or disciplinary-based terminations), within three (3) years following tuition and educational reimbursement will be obligated to refund the tuition and educational benefits provided by the City through deductions from their final payroll check based on the following schedule:

Leave the City's Service Within 1 Year of Tuition and Educational Reimbursement: 100% Refunded to the City

Leave the City's Service Between 1 Year and 2 Years of Tuition and Educational Reimbursement: 80 % Refunded to the City

Leave the City's Service Between 2 Years and 3 Years of Tuition and Educational Reimbursement: 70% Refunded to the City

Employee utilizing this benefit shall use the form provided in the City's Personnel Policies Handbook.

ARTICLE 24 STAFFING AND OVERTIME

Section 1: Staffing

By ~~the expiration of this agreement~~ October 1, 2027 the City and Union agree to minimum staffing as follows:

- Suppression units: 3 personnel including 1 Supervisor, 1 Driver Operator, and 1 Firefighter
- Rescue units: 3 personnel including 1 Supervisor, 1 Paramedic Firefighter, and 1 Firefighter.

The City shall require as a condition of employment firefighters shall become a state certified paramedic within 43 years of the date of hire.

The City shall not assign more than three (3) employees per shift to serve in a "step-up" capacity. No more than two (2) employees on any shift may step up into the same rank. In addition, if one (1) employee is assigned to step up into the Battalion Chief rank, no more than one (1) employee on that same shift may step up into the Captain rank.

Employees assigned to the Spartan Schedule (24/48/24/96) shall be protected from mandatory callbacks during their designated four-day-off period ("Sacred Week"), except in the event of a declared State Emergency or natural disaster within the City of Greenacres as defined by applicable law. The city may require an employee to holdover for a maximum of 2 hours on the morning beginning their "Sacred Week" in the event they are below minimum staffing to allow for the replacement to arrive at the station.

This section may be modified by mutual agreement between the Fire Chief and Union President.

Section 2: Overtime

An unanticipated vacancy is defined as ~~if~~ a vacancy which occurs within 12 hours of shift change. ~~The city may fill the unanticipated vacancy with a step up employee. In the event there is not a step-up employee available the employee in the seat where the vacancy occurred will be offered overtime first. If the overtime is not filled, it then shall be offered first by hours worked then by seniority in the following order:~~

1. Employees who are on duty and in the same position;
2. Employees who are off duty and in the same position;
3. Employees who are qualified

An anticipated vacancy is defined as a vacancy which occurs greater than 12 hours of shift change. The city may fill the anticipated vacancy with a step-up employee. In the event there is not a step-up employees available the vacancy shall be offered in the following order:

1. Employees who are in the same position;
2. Employees who are qualified.

Qualified is defined as being in the same rank as, or on the current promotional roster for, the position in which the vacancy occurs.

Mandatory overtime shall be filled by seniority with the least senior qualified employee first. Once an employee is mandatoried they shall receive an occurrence and be placed on the bottom of the Mandatory OT list.

All other overtime shall continue to be awarded in the same manner as in place at the time of the making of this agreement.

ARTICLE 25

EXERCISE EQUIPMENT

The City shall designate and equip a fitness area for use by unit members, off-duty or during down-time at all Fire Rescue Stations. Injuries occurring while engaged in recreational activities, including gym workouts under this article, will not be considered within the scope of employment for purposes of compensability under workers' compensation. The Labor Relations committee is going to create a schedule/matrix of exercise equipment and develop a schedule for purchase or replacement of exercise equipment during the fiscal year budget process based on years in service, condition, and other relevant purchase and replacement factors.

The City and the employees will share responsibility to maintain the equipment on a day-to-day basis, with the City having the responsibility for routine repairs.

ARTICLE 26 DONATION OF TIME

Section 1

Bargaining Unit personnel shall be able to donate vacation or sick time above 480 accumulated hours to other employees that are out of work due to sickness or injury. Non-probationary employees who have less than 480 hours of accumulated sick time may donate up to 48 hours in a 12-month period. Such donations shall be submitted to a Union Representative, who shall provide the City, on an approved form, with the names of donors and number of hours donated, and the name of the person to whom the hours have been donated. Donations shall be entirely voluntary and no undue influence shall be exerted by anyone to require that unit members donate time.

Section 2

A Bargaining Unit member may not use donations of time unless and until his or her available leave balances (vacation, sick) and compensatory time have been exhausted. The total of all donated hours to an eligible employee shall not exceed 1,152 hours in a 12 month period from the date of signing the donation form.

Section 3

Donations shall be on an hour for hour basis, notwithstanding rates of pay.

Section 4

Bargaining unit personnel shall not accrue any vacation leave, sick leave, or other personal and paid time off while using donated time.

ARTICLE 27 HEALTH AND SAFETY

Section 1

The parties agree to comply with all applicable requirements of Federal, State, County and City laws, rules and regulations pertaining to safety and health, protective clothing and emergency apparatus.

Section 2

The parties agree to form and maintain a Fire-Rescue Department Safety Committee to consider safety and health related issues. The committee shall adopt its own operational rules of procedures. The committee shall consist of six members: three (3) appointed by the Union President and three (3) by the Fire-Rescue Department. Meetings shall be called at least once each quarter during the calendar year.

Section 3

1. The Safety Committee will be responsible for:
2. Reviewing and analyzing reports of accidents, deaths, injuries and illnesses, and recommending rules and procedures for the promotion of health and safety among firefighters.
3. The committee will make periodic inspections of Fire-Rescue Department facilities on a quarterly basis or by special request.
4. The committee will keep minutes of each meeting and a written report of accidents, injuries and illnesses. These reports will be maintained by the Fire-Rescue Department and shall be made available to all committee members.

Section 4

The issues covered by the committee shall, after resolution by the committee, be forwarded to the Fire Chief. The committee's recommendation shall be advisory only. Final action on the committee's recommendation shall remain in the sole discretion of the City.

Section 5.

The City shall provide a biannual physical compliant with NFPA 1582 starting

October 1, 2024 with the following stipulations:

1. The provider of both the physical/medical screening and fit testing shall be mutually agreed upon by the Union President and City Manager or designee;
2. That the screening and testing will be completed while the employee is off duty;
3. That employees will be paid three (3) hours of pay at their overtime rate after completion of the testing and screening;
4. That the screening, testing and completion of the associated OSHA questionnaire will be mandatory for all employees;
5. That the only information provided back to the City will be confirmation of the completion of the testing and the associated OSHA questionnaire;
6. That the results of, and all records or other information pertaining to, any screening will remain between the employee and the provider, unless voluntarily disclosed by the employee;
7. The testing and screening dates will be determined by mutual agreement between the Fire Chief and President of the Union;
8. That employees who do not, for whatever reason, attend the scheduled testing and screening, will be responsible for completion of at least the testing portion at another facility no earlier than the month before and no later than the month after;
9. That if the City does not receive confirmation of the completion of the testing and related OSHA questionnaire by the agreed upon time frame, the affected employee will be placed in a light duty status, if such an assignment is available, until such time as confirmation of completion of the testing and related OSHA questionnaire is received by the City; and
10. That if an employee refuses to complete the testing and related OSHA questionnaire, that employee shall be subject to disciplinary action up to and including termination of employment depending on the circumstances and just cause.
11. This section may be modified by mutual agreement between the Fire Chief and President of the Union.

ARTICLE 28

LABOR RELATIONS COMMITTEE

Section 1

The parties agree to form and maintain a Labor-Management Committee that will be composed of up to three (3) members appointed by the City Manager or his/her designee, which will include the City Manager (or designee), and up to three (3) members of the bargaining unit designated by the Union President. The committee will meet upon the request of either party within fourteen (14) days, unless otherwise mutually agreed upon, at a place established by the City Manager.

Section 2

The purpose of the Labor-Management Committee is to facilitate communications between management and members of the union and to provide a forum to discuss Fire-Rescue Department related activities. It is agreed that the Labor-Management Committee is not to be used as a substitute for the collective bargaining process or as a forum to discuss issues that should be discussed through the collective bargaining process. Neither the Fire-Rescue Department or the City shall be bound by the results of any discussions, studies or reports generated by this committee, but will give consideration to suggested improvements or programs determined by the committee to be potentially beneficial to the morale, performance and financial management of the Fire-Rescue Department.

ARTICLE 29

SECONDARY EMPLOYMENT

All bargaining unit members must adhere to the General Order of the Fire Department as it relates to second jobs not with the City. However, it is agreed that in the event a bargaining unit member is not reporting to work due to a workers' compensation claim/injury, due to temporary disability, or other medical issue, that bargaining unit member cannot perform any job functions for any employer while on said leave without the written approval of the City, and any approved secondary employment must adhere to any and all physical and medical restrictions imposed by the employee's medical provider.

Additionally, in times of a state of emergency (regardless of type of emergency) as declared by federal, state or local officials, the City has the ultimate discretion and authority to temporarily suspend any secondary employment during a declared state of emergency.

ARTICLE 30 PROMOTIONS

Section 1. Filling of Positions

- A. For the position of Driver Operator, Lieutenant, Captain, and Battalion Chief, where active promotional roster and/or lists exist, all promotions will be made within two (2) pay periods after the vacancy occurs unless the Fire Chief orders the freezing or elimination of said positions. The Fire Chief shall provide the Union with written notice of two (2) pay periods in advance of any such freezing or elimination unless the vacancy is unanticipated, in which case said notice will be provided within two (2) business days.
- B. All selection procedures for all promoted positions shall be developed in accordance with legal and professional standards and will endeavor to be reliable, valid, non-discriminatory, and applied consistently. However, disputes arising as a result of this subsection shall not be arbitrable.

Section 2. Notification of Examination

Unless otherwise specified herein, employees will be given written notice, posted on all Department computers, at least thirty (30) days in advance of a target promotional examination date. The written examination will be held no sooner than ninety (90) days after the notice and, no later than one hundred twenty (120) days after the notice. Source materials from which the examination is drawn shall be listed concurrent with the promotional advertisement and shall be in print or otherwise obtainable. The oral interview board, practical exam, or assessment center shall be given no sooner than seven ~~thirty~~ (~~730~~) days and no later than six~~thirty~~ (~~630~~) days from the posting of the written exam scores, unless there are unforeseen circumstances which necessitate the extension of the process.

Section 3. Application for Examination

No employee shall be permitted to apply for a promotional examination after the announced closing date.

Section 4. Eligibility Criteria for Promotional Examinations

- A. In order to be eligible to take a promotional examination, the candidate must not have been suspended for more than twenty-four (24) hours during the twelve (12) months preceding the announced closing date and until the date the examination process is completed. For the purpose of disciplinary action and promotional examination eligibility, the effective date of the discipline shall be the date an employee signs written communication acknowledging notification of the disciplinary action and/or suspension.
- B. Employees who apply for a promotion must have the prerequisites as of the announced closing date unless an exemption is noted.
- C. Degree

Approved associate or bachelor's Degree shall mean a degree for which an employee was approved by the State of Florida for Firefighters' Supplemental Compensation benefit. An employee who has submitted the application for Initial Entry into the Firefighter's Supplemental Compensation but has not received approval from the Fire Chief or the State of Florida, shall be permitted to take the exam on a provisional basis. Should the Fire Chief or the State of Florida deny the request, the employee shall be removed from the promotional process, regardless of the phase, including removal from a finalized promotional roster.

- 1. Eligibility and continuous service requirements may be reduced by 12- months with an approved degree when the degree used is not part of the minimal requirements for the position. The requirement for each position will reflect which of the time requirements may be reduced.
- 2. Personnel with an approved associate degree may utilize the degree for only one promotional opportunity.
- 3. Personnel with an approved bachelor's degree, may utilize the degree for a maximum of two (2) promotional opportunities, but this cannot be combined with the use of an associate degree.

1. Driver Operator:

~~For the initial implementation of the Driver Operator rank, any employee who, as of September 30, 2023, was assigned as a Driver Operator and who, prior to April 1, 2024, holds or achieves certification as a State of Florida Pump Operator shall be automatically promoted to the rank of Driver Operator effective upon the City receiving the certification. Prior to April 1, 2024, the City shall establish the first promotional roster for the rank of Driver Operator. For that promotional process, and all subsequent promotional processes, t~~The following eligibility requirements shall apply:

- a. Current employment with the City as a Firefighter; and
- b. Twelve (12) months continuous service as a Firefighter. Section 4C-1 does not apply; and
- c. Current EMT or Paramedic certification; and
- d. Class E driver's license; and
- e. No driver's license suspension for DUI or points, within two (2) years; and
- f. State of Florida aerial course (BFST703/ATPC703); and
- g. State of Florida Pump Operator Certification.

2. Lieutenant:

~~For the initial implementation of the Lieutenant rank, any employee who, as of February 8, 2024, is on the established Captain promotional roster will be promoted to the rank of Lieutenant. The remaining vacancies shall be filled from the first Captain promotional exam during this agreement. For the following promotional processes, and all subsequent promotional processes, t~~The following eligibility requirements shall apply:

- a. Current employment with the City as Firefighter/paramedic and/or Driver Operator/paramedic for a minimum of thirty six~~forty-eight~~ (36)~~48~~ months combined. Section 4C-1 applies;

and

- b. Successful completion of Department approved Trauma Course; and
- c. Successful completion of Department approved Advanced Airway Management Class; and
- d. Successful completion of Department approved Pediatric Course; and
- e. Successful completion of all classes (with a passing grade) required in order to be certified as Fire Officer I approved by the State.

3. Captain:

- a. Lieutenant with Ccurrent employment with the City for 60 months ~~for the initial promotion and/or Driver Operator with current employment with the City for 72 months for subsequent promotions~~ and Section 4C-1 applies; and
- b. Current Department approved Paramedic for at least 48 months; and
- c. Minimum of one (1) year of cumulative service as a full-time operational Driver Operator or operational Lieutenant.
- ~~c. Effective September 30, 2026, current employment with the City as a Driver Operator or Lieutenant.~~
- d. Successful completion of Firefighting Strategy and Tactics I (BFST1810/ATPC1810 or equivalent) and Company Officer (BFST2720/ATPC2720 or equivalent); and
- e. ~~Effective September 30, 2026,~~ State of Florida approved Fire Service Hydraulics (BFST1301/ATPC1301), Fire Apparatus Operations (BFST1302/ATPC1302), and Aerial Apparatus Operations (BFST703/ATPC703); and
- f. ~~Effective September 30, 2026,~~ State Certified Fire Instructor I or higher; and

g. ~~Effective September 30, 2026,~~ State Certified Fire Officer I.

4. Battalion Chiefs:

a. Current employment with the City as a Captain; and

b. ~~Forty-two~~eight (4~~2~~8) months continuous service as Captain, Section 4C-1 applies; and

~~b.c. Minimum of two (2) years of service as a full-time operational Captain.~~

~~c.d.~~ Current Department Approved Paramedic certification; and

~~d.e.~~ State Certified Fire Officer I or higher; and

~~e.f. Effective September 30, 2026, a~~Associate degree or higher in a category of study approved by the State of Florida for Educational Incentive; and

~~f.g. Effective September 30, 2026,~~ Florida Incident Safety Officer Certification or Department approved equivalent; and

~~g.h. Effective September 30, 2026,~~ State Certified Fire Instructor I or higher; and

~~i. Effective September 30, 2026;~~ State Certified Fire Officer II or higher.

~~j. Effective September 30, 2029, State Certified Fire Inspector I~~

~~h.k. Effective September 30, 2029 Fire Instructor II~~

5. Assistant Fire Marshal

a. Current employment with the City as a firefighter for 12 months

b. State Certified Fire Inspector I; and

c. State Certified Fire Investigator within 18 months of promotion; and

d. State Certified Fire Instructor I or higher

6. Fire Marshal

- a. Current employment with the City as a Captain for 36 months or an Assistant Fire Marshal or Battalion Chief for 24 months
- b. State Certified Fire Inspector II ~~by September 30, 2026~~; and
- c. State Certified Fire Investigator; and
- d. State Certified Fire Instructor I or higher

Section 5. Selection Procedures

- A. Selection procedures for Driver, Lieutenant, and Captains shall include written examinations, and ~~oral interview boards and/or~~ practical exercises (structured panel/exercise evaluations or assessment centers).
- B. Selection procedure for Battalion Chief shall include an oral interview until October 1, 2028 at which point it shall include a written examination and practical exercises (structured panel/exercise evaluations or assessment centers). ~~Driver Operators shall be made from the written examinations and practical exercises.~~
- C. Selection procedure for ~~Battalion Chiefs~~, Assistant Fire Marshal and Fire Marshal shall include an oral interview.

Section 6. Testing Security Procedures

The following security procedures will apply to written exams, oral interviews, and practical exercises for the Driver Operator, Lieutenant, ~~and~~ Captain, and Battalion Chief positions:

- A. All candidates for promotion shall sign a statement that they are not related by blood or marriage to any exam development team or committee member; and that they have not received any prior knowledge of exam items.
- B. All Subject Matter Experts shall sign a statement that they are not related by blood or marriage to any exam development team or committee members; and a statement not to discuss exam

items or be involved with the tutoring of any promotional candidate.

- C. If the written exam, oral interview, and practical exercises are developed by the Fire Chief or designee, writing, preparation, and editing of questions will take place on City property, under the direct supervision of the Fire Rescue staff person assigned to develop the exam. Exam items will not be drafted, or edited, outside of these areas and no exam materials will be removed, by any employee of Greenacres.
- D. If the written exam, oral interview, and practical exercises are developed by Fire Chief or designee, all exam material prior to and after examination, will be locked and secured.
- E. Written exam items will be developed using only the referenced study materials, by the Fire Chief or designee.
- F. Candidates for the same rank shall be tested at the same time, subject to the City's ability to adequately staff the Department.
- G. The City or testing agency will use randomized versions of the same test for the written exam.
- H. Prior to the exam, the facilitator will announce a zero-tolerance policy for cheating, and follow up with close and continuous proctoring of the exams (which may include videotaping for documentation). Any employee caught cheating shall be disqualified from the promotional process and subject to the appropriate disciplinary action.
- I. Protest Procedure:
 - a. The proper procedure for protesting the written exam shall be announced prior to starting the exam and shall include the following:
 - i. Item not from the reading list.
 - ii. No correct answer available.
 - iii. More than one correct answer.

- b. All protests must be noted at the conclusion of the exam. No candidates are to be involved in the discussions related to the resolution.
- c. If a protest is determined to be valid, the affected item shall be removed from the test for all candidates. All protests shall be resolved within three (3) business days of the exam.
- d. Candidates will be given two (2) chances to appeal the performance-based component of the promotional process. For the first appeal opportunity, candidates can appeal a procedural error or method error on the day of the performance-based component, and it will be reviewed and decided within three (3) business days of the event.
- e. Candidates will also be given a chance to appeal their individual score on the performance-based component. Within five (5) business days of the posting of the results of a performance-based exam component of a promotional exam, candidates will be given a chance to review their recorded performance on the performance-based exercises. After reviewing their recorded performance on the exercises, if the candidate feels that there is significant error in their score on any or all of the exercises, the candidate may submit a written appeal. This appeal must be submitted within two (2) business days of their review of the recorded performance. The Local and Management will meet to check the validity of the protest before re-convening the original assessors. After receiving the appeal on the score, the Exam Committee will request that a panel of the assessors drawn from the original trained panel be convened but with new input from at least one assessor who did not participate in the first assessment if possible. This new panel of assessors will be trained for this purpose. If the panel of assessors believe that the original score had errors that may have resulted in the candidate's score being unfairly higher or lower than it should have been, it will be rescored, within two (2) weeks of the Fire Chief receiving the appeal. The outcome of the appeal could be that the candidates score remains the

same, the score could go up or the score could go down. The rescored version of the recorded performance shall be the final score.

J. Passing Scores

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

K. Oral interviews/practical exercises shall be conducted using a blind numbering system. Each candidate shall be assigned a candidate number, which shall be used as identification, in lieu of their name during the exam process.

L. Once the oral interview/practical exercises are developed, response standards shall be created. Points shall be applied for each item based on the response standards. All candidates who participate in the oral interviews/practical exercises shall have their performance scored and totaled. These totals shall be the basis for the oral interview/practical exercises score.

Section 7. Written Examinations

A. Eligible, qualified candidates shall take a written examination, which shall be graded.

B. The written exam content shall be determined by the job description and shall include questions related to the following, as applicable to the position being tested:

Supervisory Practices
Incident Command
ALS/BLS Protocols
Department Policies/S.O.G.'s
Fire Hydraulics
Fire Apparatus and Procedures
Emergency Operations
Fire Prevention
Collective Bargaining Agreement
Additional materials as applicable to the positions

Section 8. Posting of Examination Scores

A list of candidates completing the written examination shall be posted on all Department computers in order of highest to lowest score. These candidates shall then proceed to the practical portion of the promotional process.

Section 9.

A. ~~Oral Interview Boards~~/Practical Exercises

This shall pertain to Driver Operators ~~(practical exercises only)~~, Lieutenants, Captains, and Battalion Chiefs:

- a. The interview/practical exercises shall be evaluated using a panel of three (3) raters, and shall be structured using a prepared series of questions/scenarios relating to the position being sought (the City may use multiple panels if they determine that the number of candidates is great enough); and
- b. No raters shall be employed by Greenacres; and
- c. All raters shall hold, as a minimum, the rank of the position for which they are evaluating; and
- d. Candidate's performance on the oral interview/practical exercises shall be scored.
- e. Raters selected for the oral interview/practical exercises for all positions listed above shall be approved jointly by the Fire Chief and the Union President.
- f. The oral interview/practical exercises shall be specific to the position to be filled.

B. Oral Interview Scenarios/Practical Scenarios

- a. The oral interview scenario for Lieutenant, ~~and~~ Captain, and Battalion Chief shall be outsourced except upon mutual written agreement between the Fire Chief and the Union President. If the Fire Chief determines that the number of candidates is not enough to warrant

outsourcing, the Fire Chief and the Union President may arrive at the final determination for in-house assessment by mutual consent.

Section 10. Overall Promotion Scoring

This section shall apply for the Driver Operators, Lieutenants, ~~and~~ Captains, and Battalion Chiefs:

- A. Weighting – Each candidate who has taken the written exam, and has taken the oral interview or practical exercises (as applicable) in the selection process shall have the results weighted as follows:

<u>Driver Operators</u>	
Written Exam	40%
Practical Exam	60%
<u>Lieutenants</u>	
Written Exam	60%
Practical Exam/ ~~Oral Interview~~	40%
<u>Captains</u>	
Written Exam	50%
Practical Exam/ ~~Oral Interview~~	50%
<u>Battalion Chief</u>	
<u>Written Exam</u>	<u>50%</u>
<u>Practical Exam</u>	<u>50%</u>

- B. Following successful completion of all components of the promotional process candidates shall be awarded seniority points at 0.25 points per year of service at Greenacres Fire Rescue with a maximum of 5 points.

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

Section 11. Promotional Rosters

- A. Candidates who have passed the written exam and completed the oral interview/practical exercises for Lieutenants and Captains or passed the written and practical exam for Driver Operators shall be placed on the applicable Promotional Register.
- B. Each Promotional Roster shall be posted on all Department computers listing the candidates by name, in order of highest to lowest score.
- C. Step-ups will be used from the current Promotional Roster except for Battalion Chiefs. Employees on any Promotional Roster are subject to being moved to step-up. Employees on promotional rosters for Driver Operator, Lieutenant, and Captain are subject to mandatory step-up. Refusal to step-up shall constitute a voluntary request to be removed from a promotional roster. Except as specified below, step-ups will be given to persons listed on a current Promotional Roster. For any absence anticipated to be greater than twenty-eight (28) calendar days, long term step-ups shall be selected from the appropriate promotional roster in order of the list on the same shift.
- D. Any member on a Promotional Roster(s) will be required to complete all specialty training necessary to perform the duties of that position. This training will be successfully completed within six (6) months of the establishment of a Promotional Roster or the member will be removed from the Promotional Roster. The Department will make said training available within six (6) months of the established Promotional Roster.
- E. Captains stepping up to Battalion Chief shall meet the requirements of the position ~~by October 1, 2024~~.
- F. Qualified personnel may be required to “step-down” to the last rank held as the needs of the Department dictate.

Section 12. Duration of Promotional Roster

Starting October 1, 2024, a Promotional Roster shall remain in effect for two (2) years from the date the Roster is established or until there are no names remaining on the Register, whichever occurs first. In order to maintain a

continuous Promotional Roster, the City shall produce a new Promotional Roster in advance of the two (2) year expiration date of the current roster or when it is anticipated that the existing roster will be used up, in accordance with the time frames provided in this Article.

Section 13. Removal from Promotional Roster

A candidate may submit a written request to be removed permanently from the Promotional Roster. The candidate shall be removed permanently as a result of a demotion or suspension of greater than twenty-four (24) hours. A candidate shall be removed from a promotional roster temporarily, if the candidate is on light duty, on disability leave, or any other leave of absence except as a result of a service-connected illness or injury, military leave and FMLA, or if the candidate otherwise is not working and is unavailable for work, at any time the Promotional Roster is established.

Section 14. Selections from Promotional Rosters

- A. Selections for promotions from the Promotional Roster shall be made by the Fire Chief utilizing a rule of three (3) for Driver Operators, Lieutenants, and Captains. Battalion Chiefs shall be included in this selection process after October 1, 2028. Additionally, an employee may refuse a promotion one (1) time without jeopardizing their standing on the Promotional Roster. A second refusal will result in removal from the Promotional Roster. Any time more than one promotion occurs in the same rank on the same day; their temporary assignment shall be based on their position on the promotional roster, with the higher position receiving the first selection.
- B. Battalion Chief selection procedures prior to October 1, 2028 shall include an oral interview board and/or a structured exercise panel (assessment center). Rating panels utilized for the oral interview board and/or structured exercises shall consist of at least two (2) members which, shall be of the rank of Battalion Chief or higher. The Union President may appoint an officer to serve as an observer. The rating panel shall prepare a list of qualified candidates after the completion of the oral interview and/or structured exercises and forward this list to the Fire Chief.

Section 15. Promotional Qualifications

If a promoted employee in any of the listed positions does not achieve and maintain the requirements at the time of promotion contained in Section 4 of this Article within the prescribed time frames, that employee shall be demoted.

Section 16.

After ratification of this Agreement, this article may be modified by mutual written agreement between the Union President and the Fire Chief.

Section 17. Selection Procedures for Staff Assignments

These positions are paid as an assignment; not as a promotion. Below describes the selection procedure for staff assignments.

When in the discretion of the Fire Chief a vacancy exists in the position of Staff Assignments, all employees of Greenacres Fire Rescue may submit an application, the Fire Chief shall institute a selection process for the specific position being sought. The requirements for the position, including preferences, shall be posted prior to selection. A representative of the Union, appointed by the Union President, may be present during interviews conducted by the Fire Chief. The final selection of candidates shall be made in the sole discretion of the Fire Chief. Employees selected have no property right or expectation of maintaining this position and may be removed in the sole discretion of the Fire Chief upon two pay periods written notice. Such removal shall not be subject to the grievance and arbitration procedure. Staff Assignments who are removed shall be returned to the position from which they came, or one position above the position from which they came, for which they have successfully tested, in accordance with the provisions of this Article. No personnel in the classification to which the employee is returned shall be removed, and any other staffing shall be addressed through attrition. Staff Assignments may sit for promotional examinations but may only accept one (1) promotion within the bargaining unit while working such assignment and must complete probation for that promotion. Staff Assignments returning to the field shall work in the field for a minimum of six (6) continuous months in the accepted position noted above before accepting another promotion.

A position left vacant, as a result of an employee assigned to the position of Staff Assignments, shall be filled within two pay periods from the date the vacancy was created.

Any Staff Assignments that returns to the field, for any reason within two pay periods of assignment will return to their previous bid assignment, regardless of whether the position has been filled.

Staff Assignments returning to the field after two pay periods of assignment will be carried extra (above and beyond the established complement) until the next available opening in the rank that the Staff Assignment returns to. At the time of the next vacancy in the rank, the returning Staff Assignment shall be placed in the vacant position.

Section 18. Demotions

Bargaining unit members may request a demotion to the last position held. The request shall be submitted to the Fire Chief for approval. No demotion shall displace a currently promoted employee. In the event no vacancy exists the employee shall be carried extra and fill the next vacancy in the position.

Employees requesting and granted demotion shall be placed in the salary step of the rank to which they are demoted that they would have attained had they remained continuously in that rank without promotion.

ARTICLE 31
DURATION OF AGREEMENT AND SIGNATURES

Except as otherwise provided herein, this Agreement shall be effective October 1, 20263 and shall continue in force and effect until its expiration date of September 30, 20296.

IN WITNESS THEREOF, the parties have caused this agreement to be signed by their duly authorized representatives on the ____ day of ____ 20263.

FOR THE CITY:

FOR THE UNION

Andrea McCue

Angelo Dariano

City Manager

Treasurer

Qunitella Moorer

~~Tyler Wallwork~~ Jeremy Guy

City Clerk

District Vice President

October 1, 2026

Firefighter	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 62,992.65</u>
<u>1</u>	<u>\$ 66,142.29</u>
<u>2</u>	<u>\$ 69,449.40</u>
<u>3</u>	<u>\$ 72,921.87</u>
<u>4</u>	<u>\$ 76,567.96</u>
<u>5</u>	<u>\$ 80,396.36</u>
<u>6</u>	<u>\$ 84,416.18</u>
<u>7</u>	<u>\$ 88,636.99</u>
<u>8</u>	<u>\$ 93,068.84</u>
<u>9</u>	<u>\$ 97,722.28</u>
<u>10</u>	<u>\$ 102,608.40</u>
<u>11</u>	<u>\$ 107,738.82</u>

Driver Operator	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 66,142.29</u>
<u>1</u>	<u>\$ 69,449.40</u>
<u>2</u>	<u>\$ 72,921.87</u>
<u>3</u>	<u>\$ 76,567.96</u>
<u>4</u>	<u>\$ 80,396.36</u>
<u>5</u>	<u>\$ 84,416.18</u>
<u>6</u>	<u>\$ 88,636.99</u>
<u>7</u>	<u>\$ 93,068.84</u>
<u>8</u>	<u>\$ 97,722.28</u>
<u>9</u>	<u>\$ 102,608.40</u>
<u>10</u>	<u>\$ 107,738.82</u>
<u>11</u>	<u>\$ 113,125.76</u>

Assistant Fire Marshal	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 92,246.17</u>
<u>1</u>	<u>\$ 96,858.48</u>
<u>2</u>	<u>\$ 101,701.40</u>
<u>3</u>	<u>\$ 106,786.47</u>
<u>4</u>	<u>\$ 112,125.79</u>
<u>5</u>	<u>\$ 117,732.08</u>
<u>6</u>	<u>\$ 123,618.69</u>
<u>7</u>	<u>\$ 129,799.62</u>
<u>8</u>	<u>\$ 136,289.60</u>

Lieutenant	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 79,685.71</u>
<u>1</u>	<u>\$ 83,669.99</u>
<u>2</u>	<u>\$ 87,853.49</u>
<u>3</u>	<u>\$ 92,246.17</u>
<u>4</u>	<u>\$ 96,858.48</u>
<u>5</u>	<u>\$ 101,701.40</u>
<u>6</u>	<u>\$ 106,786.47</u>
<u>7</u>	<u>\$ 112,125.79</u>
<u>8</u>	<u>\$ 117,732.08</u>
<u>9</u>	<u>\$ 123,618.69</u>
<u>10</u>	<u>\$ 129,799.62</u>
<u>11</u>	<u>\$ 136,289.60</u>

Captain	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 100,094.55</u>
<u>1</u>	<u>\$ 105,099.27</u>
<u>2</u>	<u>\$ 110,354.24</u>
<u>3</u>	<u>\$ 115,871.95</u>
<u>4</u>	<u>\$ 121,665.55</u>
<u>5</u>	<u>\$ 127,748.82</u>
<u>6</u>	<u>\$ 134,136.26</u>
<u>7</u>	<u>\$ 140,843.08</u>
<u>8</u>	<u>\$ 147,885.23</u>

Fire Marshal	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 100,094.55</u>
<u>1</u>	<u>\$ 105,099.27</u>
<u>2</u>	<u>\$ 110,354.24</u>
<u>3</u>	<u>\$ 115,871.95</u>
<u>4</u>	<u>\$ 121,665.55</u>
<u>5</u>	<u>\$ 127,748.82</u>
<u>6</u>	<u>\$ 134,136.26</u>
<u>7</u>	<u>\$ 140,843.08</u>
<u>8</u>	<u>\$ 147,885.23</u>

October 1, 2027

Firefighter	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 66,142.29</u>
<u>1</u>	<u>\$ 69,449.40</u>
<u>2</u>	<u>\$ 72,921.87</u>
<u>3</u>	<u>\$ 76,567.96</u>
<u>4</u>	<u>\$ 80,396.36</u>
<u>5</u>	<u>\$ 84,416.18</u>
<u>6</u>	<u>\$ 88,636.99</u>
<u>7</u>	<u>\$ 93,068.84</u>
<u>8</u>	<u>\$ 97,722.28</u>
<u>9</u>	<u>\$ 102,608.40</u>
<u>10</u>	<u>\$ 107,738.82</u>
<u>11</u>	<u>\$ 113,125.76</u>
Driver Operator	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 69,449.40</u>
<u>1</u>	<u>\$ 72,921.87</u>
<u>2</u>	<u>\$ 76,567.96</u>
<u>3</u>	<u>\$ 80,396.36</u>
<u>4</u>	<u>\$ 84,416.18</u>
<u>5</u>	<u>\$ 88,636.99</u>
<u>6</u>	<u>\$ 93,068.84</u>
<u>7</u>	<u>\$ 97,722.28</u>
<u>8</u>	<u>\$ 102,608.40</u>
<u>9</u>	<u>\$ 107,738.82</u>
<u>10</u>	<u>\$ 113,125.76</u>
<u>11</u>	<u>\$ 118,782.04</u>
Assistant Fire Marshal	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 96,858.48</u>
<u>1</u>	<u>\$ 101,701.40</u>
<u>2</u>	<u>\$ 106,786.47</u>
<u>3</u>	<u>\$ 112,125.79</u>
<u>4</u>	<u>\$ 117,732.08</u>
<u>5</u>	<u>\$ 123,618.69</u>
<u>6</u>	<u>\$ 129,799.62</u>
<u>7</u>	<u>\$ 136,289.60</u>
<u>8</u>	<u>\$ 143,104.08</u>

Lieutenant	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 83,669.99</u>
<u>1</u>	<u>\$ 87,853.49</u>
<u>2</u>	<u>\$ 92,246.17</u>
<u>3</u>	<u>\$ 96,858.48</u>
<u>4</u>	<u>\$ 101,701.40</u>
<u>5</u>	<u>\$ 106,786.47</u>
<u>6</u>	<u>\$ 112,125.79</u>
<u>7</u>	<u>\$ 117,732.08</u>
<u>8</u>	<u>\$ 123,618.69</u>
<u>9</u>	<u>\$ 129,799.62</u>
<u>10</u>	<u>\$ 136,289.60</u>
<u>11</u>	<u>\$ 143,104.08</u>
Captain	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 105,099.27</u>
<u>1</u>	<u>\$ 110,354.24</u>
<u>2</u>	<u>\$ 115,871.95</u>
<u>3</u>	<u>\$ 121,665.55</u>
<u>4</u>	<u>\$ 127,748.82</u>
<u>5</u>	<u>\$ 134,136.26</u>
<u>6</u>	<u>\$ 140,843.08</u>
<u>7</u>	<u>\$ 147,885.23</u>
<u>8</u>	<u>\$ 155,279.49</u>

Fire Marshal	
<u>Step</u>	<u>Salary</u>
<u>0</u>	<u>\$ 105,099.27</u>
<u>1</u>	<u>\$ 110,354.24</u>
<u>2</u>	<u>\$ 115,871.95</u>
<u>3</u>	<u>\$ 121,665.55</u>
<u>4</u>	<u>\$ 127,748.82</u>
<u>5</u>	<u>\$ 134,136.26</u>
<u>6</u>	<u>\$ 140,843.08</u>
<u>7</u>	<u>\$ 147,885.23</u>
<u>8</u>	<u>\$ 155,279.49</u>

October 1, 2028

Firefighter	
<u>Step</u>	<u>Salary</u>
<u>0</u>	\$ 69,449.40
<u>1</u>	\$ 72,921.87
<u>2</u>	\$ 76,567.96
<u>3</u>	\$ 80,396.36
<u>4</u>	\$ 84,416.18
<u>5</u>	\$ 88,636.99
<u>6</u>	\$ 93,068.84
<u>7</u>	\$ 97,722.28
<u>8</u>	\$ 102,608.40
<u>9</u>	\$ 107,738.82
<u>10</u>	\$ 113,125.76
<u>11</u>	\$ 118,782.04

Driver Operator	
<u>Step</u>	<u>Salary</u>
<u>0</u>	\$ 72,921.87
<u>1</u>	\$ 76,567.96
<u>2</u>	\$ 80,396.36
<u>3</u>	\$ 84,416.18
<u>4</u>	\$ 88,636.99
<u>5</u>	\$ 93,068.84
<u>6</u>	\$ 97,722.28
<u>7</u>	\$ 102,608.40
<u>8</u>	\$ 107,738.82
<u>9</u>	\$ 113,125.76
<u>10</u>	\$ 118,782.04
<u>11</u>	\$ 124,721.15

Assistant Fire Marshal	
<u>Step</u>	<u>Salary</u>
<u>0</u>	\$ 101,701.40
<u>1</u>	\$ 106,786.47
<u>2</u>	\$ 112,125.79
<u>3</u>	\$ 117,732.08
<u>4</u>	\$ 123,618.69
<u>5</u>	\$ 129,799.62
<u>6</u>	\$ 136,289.60
<u>7</u>	\$ 143,104.08
<u>8</u>	\$ 150,259.29

Lieutenant	
<u>Step</u>	<u>Salary</u>
<u>0</u>	\$ 87,853.49
<u>1</u>	\$ 92,246.17
<u>2</u>	\$ 96,858.48
<u>3</u>	\$ 101,701.40
<u>4</u>	\$ 106,786.47
<u>5</u>	\$ 112,125.79
<u>6</u>	\$ 117,732.08
<u>7</u>	\$ 123,618.69
<u>8</u>	\$ 129,799.62
<u>9</u>	\$ 136,289.60
<u>10</u>	\$ 143,104.08
<u>11</u>	\$ 150,259.29

Captain	
<u>Step</u>	<u>Salary</u>
<u>0</u>	\$ 110,354.24
<u>1</u>	\$ 115,871.95
<u>2</u>	\$ 121,665.55
<u>3</u>	\$ 127,748.82
<u>4</u>	\$ 134,136.26
<u>5</u>	\$ 140,843.08
<u>6</u>	\$ 147,885.23
<u>7</u>	\$ 155,279.49
<u>8</u>	\$ 163,043.47

Fire Marshal	
<u>Step</u>	<u>Salary</u>
<u>0</u>	\$ 110,354.24
<u>1</u>	\$ 115,871.95
<u>2</u>	\$ 121,665.55
<u>3</u>	\$ 127,748.82
<u>4</u>	\$ 134,136.26
<u>5</u>	\$ 140,843.08
<u>6</u>	\$ 147,885.23
<u>7</u>	\$ 155,279.49
<u>8</u>	\$ 163,043.47

RESOLUTION NO. 2026-14

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENTS (ATTACHED HERETO AS EXHIBIT “A” and “B”) BETWEEN THE CITY OF GREENACRES AND THE PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC. FOR BOTH RANK AND FILE AND SUPERVISORY UNITS, FOR THE PERIOD OF OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2029; AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EFFECTUATE THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Public Employees Relations Commission has previously determined that the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. (Union) is the exclusive representative of those certain public safety employees for the purposes of collective bargaining; and

WHEREAS, the Agreements (attached hereto as Exhibit “A” and “B”) have been bargained collectively in the determination of wages and other conditions of employment between the City and the Union; and

WHEREAS, the Agreements (attached hereto as Exhibit “A” and “B”) were ratified by the members of the respective collective bargaining units on dates referenced within each Agreement and such Agreements need to be ratified by the City Council to become effective; and,

WHEREAS, the City Council finds ratifying the Agreements (attached hereto as Exhibits “A” and “B”) serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

SECTION 1. The City Council of the City of Greenacres hereby ratifies the Collective

Bargaining Agreements between the City and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., for both the rank and file and supervisory units, for the period of October 1, 2026 through September 30, 2029, which Agreements are attached hereto as Exhibit “A” and “B” and incorporated herein.

SECTION 2. The City Council of the City of Greenacres hereby authorizes the appropriate City Officials to effectuate the terms of the Agreements.

SECTION 3. This Resolution shall become effective upon adoption by the City Council.

RESOLVED AND ADOPTED this 4 of day of May 2026

Chuck Shaw, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

Voted:
Peter Noble, Council Member, District II

Voted:
Judith Dugo, Council Member, District III

Voted:
Susy Diaz, Council Member, District IV

Voted:
Elisa Leheny, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



Item Summary

Meeting Date: May 4, 2026

From: Andrea McCue, City Manager

Subject: **Appointment to serve on the Planning and Zoning Board:**
Appointment for Linda Szramiak to serve a three (3) year term. -
Andrea McCue, City Manager.

Background

Pursuant to Ordinance 2021-16 which established a Planning and Zoning Board (PZB) to review and make recommendations to City Council for annexations, rezoning, special exceptions, site plans, site plan amendments, and zoning text amendments. The PZB has seven (7) members appointed and approved by the City Council. The membership is comprised of five (5) regular members and two (2) alternate members. Each member serves a three (3) year term.

Analysis

There is currently one (1) vacant alternate member two (2) position on the Planning and Zoning Board of Appeals as of February 2026. Linda Szramiak is a Greenacres resident with experience of serving on different boards such as Dleander Garden Club of Palm Beach, La Pinata Condo Board, and Turtle Lake Improvement Protective Association. Ms. Szramiak has expressed an interest in serving a three (3) year term as Alternate Member two (2).

Financial Information

N/A

Legal

The appointment procedure is in compliance with City Codes.

Staff Recommendation

Staff recommends appointing Ms. Szramiak to serve a three-year term as an Alternate Member two of the Planning and Zoning Board of Appeals.

Attachments:

1. 1162_001

Received 4/13/24



**CITY OF GREENACRES
BOARD AND COMMITTEE SERVICE APPLICATION**

NAME: Linda Szramiak PHONE: 630-220-2587

ADDRESS: 5795 La Pinata Blvd D-2

CITY, STATE & ZIP: Greenacres, FL 33463

EMAIL ADDRESS: LSZRAMturtle@gmail.com

EMPLOYER NAME: --- OCCUPATION: Retired

Please provide a description of your education and experience as it relates to the board(s) on which you wish to serve and describe your interest for serving. (You may attach a copy of your resume.)

As a second generation La Pinata resident, I have seen both our community and Greenacres grow and evolve since 1978. As an alternate on the Greenacres Planning & Zoning Board I hope to share my enthusiasm & willingness to continue learning to improve Greenacres for all its residents.

Education:

- University of Illinois - Champaign Bachelor of Science
- National Louis Univ. - Wheaton, IL Masters in the Art of Teaching
- FLA Condo Board Education Curriculum (2019) & Continuing Education related to Condo Statutes (2020 - present)

Board experience: Deander Garden Club of Palm Beach - current 2026-27 vice president

- La Pinata Condo Board - served as Director multiple terms
- Turtle Lake Improvement Protective Assn - WISC multiple terms as president
- Deer Creek County Lakes Assn - WISC - served as Board member & program coordinator
- Bloomington Public Library - Illinois - served for 19 years, multiple terms as president
- DuPage Library Consortium - Geneva, IL - served as President
- Lake Park High School Marching Band Auxiliary - Medinah, IL - served as president

Do you currently hold any City office? ☐ Yes ☒ No

Do you own a business within the City? ☐ Yes ☒ No If yes, which one? _____

On which Board or Committee are you interested in serving?

☐ Board of Trustees – PSO & Firefighters Retirement	☐ Building Board of Adjustments & Appeals
☐ Charter Review Committee	☒ Planning and Zoning Board/Local Planning Agency
☐ Education Advisory Committee	

Applicant Signature: Linda Szramiak Date: April 13, 2024

Nominated By: _____



Item Summary

Meeting Date: May 4, 2026

From: Andrea McCue, City Manager

Subject: **Ratification and Appointment to the Education Advisory Committee:** Ratification for Cassius Johnson to serve another two (2) year term and appointment for Jimmy Lee Peterkin Jr. to serve a two (2) year term. - Andrea McCue, City Manager.

Background

The City's Education Advisory Committee was established through Resolution 2023-31. The Education Advisory Committee promotes and provides public awareness for education accomplishments of students, educators, and all schools located within the City. The Education Advisory Committee has ten (10) regular members appointed and approved by the City Council. The membership is comprised of one (1) councilmember to serve as liaison, one (1) student from John I. Leonard to serve as liaison, one (1) middle school student from the City's Youth Program to serve as liaison and the City's Community Services Coordinator will serve as the Committee Coordinator. Seven (7) regular members will serve a two (2) year term.

Analysis

Cassius Johnson term has expired in April 2026, and he has expressed interest in serving another two (2) year term. There is currently one (1) vacant position on the Education Advisory Committee. Jimmy Lee Peterkin Jr has expressed interest in serving on the committee. Mr. Peterkin is a Greenacres resident, a military veteran with an MBA in Business Administration, and has 35 years of experience in the Palm Beach County public education system.

Financial Information

N/A

Legal

The appointment procedure is in compliance with City Codes.

Staff Recommendation

Staff recommends reappointing and appointing Mr. Johnson and Mr. Peterkin Jr to

serve a two (2) year term.

Attachments:

1. Jimmy P



**CITY OF GREENACRES
BOARD AND COMMITTEE SERVICE APPLICATION**

NAME: Jimmy Lee Peterkin, JR. MBA PHONE: 561-714-3191
 ADDRESS: 224 Caribe Court
 CITY, STATE & ZIP: Greenacres, FL 33413
 EMAIL ADDRESS: Peterkin5551@gmail.com
 EMPLOYER NAME: N/A OCCUPATION: Retired/Entrepreneur

Please provide a description of your education and experience as it relates to the board(s) on which you wish to serve and describe your interest for serving. (You may attach a copy of your resume.)

Please see attached documents. Thank you.

Do you currently hold any City office? ☐ Yes ☒ No

Do you own a business within the City? ☒ Yes ☐ No If yes, which one? ELITE Media Marketing

On which Board or Committee are you interested in serving?

☐ Board of Trustees – PSO & Firefighters	☐ Building Board of Adjustments & Appeals
☒ Retirement	☐ Planning and Zoning Board of Appeals/Local Planning Agency
☒ Charter Review Committee	
☒ Education Advisory Committee	

Applicant Signature: Jimmy Lee Peterkin, JR. MBA Date: 3/24/2020

Nominated By: Susy Diaz

As a military veteran with an MBA in Business Administration and 35 years of experience in the Palm Beach County public education system and a graduate of Leadership Palm Beach County, I bring a unique and well-rounded perspective to an Education Advisory Committee. My business/administrative training has provided me with a strong foundation in organizational leadership, strategic planning, and financial management, while my military service instilled in me discipline, accountability, and a mission-focused mindset.

Over the course of my 35-year career in public education, I have developed a deep understanding of the complexities of school systems, including community business partnership development, policy implementation, staff collaboration, and student achievement. I have worked closely with educators, administrators, and community stakeholders, gaining firsthand insight into the challenges schools face and the opportunities to improve outcomes for all students. My experience has also strengthened my ability to evaluate programs, interpret data, and support initiatives that drive continuous improvement.

My interest in serving on the Education Advisory Committee stems from a continued commitment to education and public service. I am passionate about supporting policies and programs that enhance student success, promote equity, and ensure responsible stewardship of resources. I value the role of the committee in guiding decision-making and providing informed recommendations that shape the future of education.

I am particularly motivated by the opportunity to collaborate with fellow committee members, share my experience, and contribute to meaningful discussions that positively impact students, families, and the broader community. Serving in this capacity would allow me to continue giving back while helping to strengthen and advance the educational system.

Respectfully,

Jimmy Lee Peterkin Jr., MBA
CEO/President of Elite Media Marketing
224 Caribe Court
Greenacres, FL. 33413
Phone: 561-714-3191
Email: Peterkin5551@gmail.com

Jimmy Lee Peterkin, Jr.

224 Caribe Court
Greenacres, FL 33413
Phone: (561) 714-3191
E-mail: Peterkin5551@gmail.com

PROFESSIONAL SUMMARY

Dynamic, results-driven professional with 15+ years of experience in administrative leadership, financial management, public affairs, and program operations across public sector and nonprofit environments. Proven ability to build strategic partnerships, lead cross-functional teams, manage large-scale programs, and drive operational improvements. Skilled in stakeholder engagement, data analysis, training, and process optimization to exceed organizational goals.

PROFESSIONAL EXPERIENCE

School District of Palm Beach County – West Palm Beach, FL
District Business Partnership Coordinator | 2010 – 2023

- Developed and executed strategic initiatives to expand business and community partnerships supporting public education.
- Built and maintained relationships with key stakeholders including businesses, foundations, and economic development organizations.
- Designed and launched the Partners in Education website to improve communication and engagement across schools and the community.
- Created and managed a comprehensive database of community resources aligned with school needs.
- Coordinated, negotiated, and evaluated partnership agreements; produced detailed performance reports.
- Led large-scale, multi-faceted projects while ensuring alignment with district goals.
- Delivered presentations at conferences, meetings, and community events.
- Trained staff on developing effective school-business partnerships.
- Authored press releases and communications supporting district initiatives.

School District of Palm Beach County – West Palm Beach, FL
Facilitator / Program Evaluator (Title I Migrant Education Program) | 2002 – 2009

- Directed program evaluation and student enrollment operations while supervising a team of 3 staff members.

- Ensured compliance with federal and state regulations, including enrollment, coding, and service prioritization.
- Conducted annual program evaluations to assess service quality and regulatory adherence.
- Generated statistical and analytical reports to support program planning and improvement.
- Reviewed student data and ensured accurate reporting for state requirements.
- Supported program leadership in maintaining compliance and operational excellence.

School District of Palm Beach County – West Palm Beach, FL

Financial Management & Reporting Unit Leader (Child Care Services Program) | 1993 – 2002

- Managed a \$44M grant-funded childcare and pre-K program serving 9,000+ children across 550+ providers.
- Supervised a financial management team of 7 employees.
- Oversaw budgeting, financial reporting, payroll, cost allocation, and reimbursement processes.
- Improved reimbursement timelines by implementing an electronic invoicing system.
- Increased accounting efficiency by 75% through staff training and process improvements.
- Collaborated with internal and external auditors to ensure financial compliance.
- Developed and implemented operational systems and procedures to enhance program performance.

ADDITIONAL EXPERIENCE

Certified Vocational Education Instructor (Part-Time) | 1992 – 1999

- Delivered training in computer applications including MS Word, Excel, PowerPoint, and internet technologies.

School District of Palm Beach County West Palm Beach, FL

Human Resource Office

Coordinator of Personnel Computer Automation | 1990 – 1993

- Streamlined hiring processes including applicant screening, interviewing, and placement.
- Designed an applicant tracking system that improved efficiency by 45%.
- Trained staff and ensured compliance with hiring regulations.

United States Army and Reserves Personnel Office

Personnel Management Sergeant | 1987 – 1994

- Managed personnel operations for over 250,000 service members.
- Supervised and trained a team of 6 staff members.
- Improved reporting accuracy and efficiency by 61% through process enhancements.

EDUCATION

Master of Business Administration (MBA)
Regis University, Denver, CO | GPA: 3.65

Bachelor of Science in Business Administration
Northwood University, Midland, MI

LEADERSHIP TRAINING

- Leadership Palm Beach County Program
- U.S. Army Basic Noncommissioned Officer Training
- U.S. Army Primary Leadership Development Training

TECHNICAL SKILLS

Microsoft Office Suite (Word, Excel, PowerPoint, Access) • Data Reporting Systems • Internet & Social Media Platforms • EDW • TERMS

AWARDS & ACHIEVEMENTS

- United Way Campaign Chairperson Award (2009–2011)
- Outstanding Team Leader Award (2008)
- Team Player Award (2005)
- Outstanding Service Award (2004)
- Army Commendation Medal (1984, 1991)
- Certificate of Achievement (1985, 1988)
- Good Conduct Medal (1985)

References available upon request

ITEM SUMMARY

MEETING DATE: May 4, 2026

FROM: Cassius Johnson, Education Advisory Committee Chair

THROUGH: Council Member Susy Diaz, Education Advisory Committee Representative

SUBJECT: 2026 Educational Scholarship Award Recipients

BACKGROUND

This year the city's Educational Scholarship Program provides for eleven (11) \$1,500 scholarships, with one awarded to an outstanding athlete in honor of former city employee Denise Padgett, one awarded in memory of former Councilmember Norman Rose for civic and community service, and a STEM Scholarship award.

ANALYSIS

The Community & Recreation Services Department received 26 applications and 25 were qualified for interviews. The interviews were conducted in the City Council Chambers on Monday, April 27, 2026, by members of the Education Advisory Committee. The Committee interviewed 25 students. The committee ranked the following students as recipients for the top eleven (11) 2026 Educational Scholarship awards:

2026 Scholarship Awards	Applicant	School/College Affiliation
Denise Padgett Memorial Scholarship Award \$1,500 Scholarship Award	Jenea Dieujuste	Saint Leo University
Norman Rose Memorial Scholarship Award \$1,500 Scholarship Award	Daniel Exantus	Florida Atlantic University
New STEM Recipient \$1,500 Scholarship Award	Shyla Grant	Florida Atlantic University
\$1,500 Scholarship Award	Ivan Rosado	John I. Leonard High School
\$1,500 Scholarship Award	Minooka Bureau	Florida international University
\$1,500 Scholarship Award	James Rodriquez	John I. Leonard High School
\$1,500 Scholarship Award	Pheobe Rhode Polonis	Palm Beach Virtual School
\$1,500 Scholarship Award	Elaine Rodriquez	Florida International University
\$1,500 Scholarship Award	Darnella Felix	Suncoast Community High School
\$1,500 Scholarship Award	Abigail McFarlane	Palm Beach State College
\$1,500 Scholarship Award	Katherine Castilo Rodriquez	John I. Leonard High School

FINANCIAL INFORMATION

Funding for the eleven (11) FY2026 scholarships totaling \$16,500 was approved by City Council with four (4) scholarships totaling \$6,000 budgeted in the Community & Recreation Services Department, six (6) scholarships totaling \$9,000 budgeted in the Other Grant & Aids account, and the new STEM scholarship totaling \$1,500 (received by private donation) is being funded out of the Escrow account.

LEGAL

N/A

STAFF RECOMMENDATION

Staff recommends the ratification of the Scholarship Committee's selected 11 educational scholarship recipients selected on Monday, April 27, 2026, as presented. Furthermore, the Award Certificates shall be presented to the recipients when they are recognized during the June 15th City Council meeting.



Item Summary

Meeting Date: May 4, 2026

From: Teri Beiriger, Director

Subject: **Ordinance 2026-02: First Reading:** Amending the City of Greenacres' Budget for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Teri Beiriger, Director of Finance.

Background

Council Policy No. 6 requires City Council action to authorize budget adjustments between cost centers, departments, and funds. A budget adjustment is required to account for the acquisition of five (5) parcels of real property generally located at 5200 Haverhill, Canal 14 Rd, 5234 S Haverhill Rd, 4900 52nd Ct N. land. This affects the general fund (001) only.

The City obtained an appraisal which established that the purchase price is fair and reasonable. The general fund will require an adjustment from fund balance in the amount of \$1,821,042 for the closing price of the property

Analysis

Ordinance 2026-02 is to authorize the budget adjustment for the total amount of \$1,821,042, that documents the movement of the funds from the general funds balance to cover the unbudgeted item.

Financial Information

The proposed ordinance decreases the general fund balance by \$1,821,042 and increases the general fund expenditure by \$1,821,042 in FY 2026.

Legal

The proposed Budget Amendment has been prepared in accordance with the applicable State Statutes and City Code Requirements

Staff Recommendation

Approval of Ordinance 2026-02.

Attachments:

1. Ord. 2026-02 FY 2026 2nd Budget Adj ord general funds 1st read

ORDINANCE NO. 2026-02

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE CITY OF GREENACRES' BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, INCLUSIVE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Greenacres, Florida adopted a budget for the 2025/2026 Fiscal Year; and

WHEREAS, the City Council has determined that an amendment needs to be made to the previously adopted Fiscal Year Budget; and

WHEREAS, the City Council deems approval of this Ordinance to be in the best interest of the residents and citizens of the City of Greenacres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GREENACRES, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby amends the revenues and expenditures in the general fund (001) fund, and the balances listed in attached Exhibit "A" by and adopts such amendments to the Budget of the City of Greenacres for the Fiscal Year October 1, 2025, through September 30, 2026, inclusive.

Section 2. Repeal of Conflicting Ordinances.

All ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

Section 3. Severability.

If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Section 4. Effective Date.

The provisions of this Ordinance shall become effective upon adoption.

Passed on the first reading this 4th day of May 2026.

Voted:

Chuck Shaw, Mayor

John Tharp, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Susy Diaz, Council Member, District IV

Voted:

Elisa Leheny, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

FYE 9/30/2026
Exhibit "A"**Fund 001 General Fund**

Increase (Decrease)

Expense**Land/ROW Acquisitions**

Five (5) parcels off Haverhill 001-30-31-61-3 \$1,821,042

Total Expense \$1,821,042**001 General Fund Change in Fund Balance (\$1,821,042)**