

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF WEST PALM BEACH**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)  
FLORIDA PUBLIC SERVICES UNION (FPSU), CTW, CLC  
(Certified Unit #401)**



**October 1, 20~~23~~<sup>20</sup> to September 30, 202~~6~~<sup>3</sup>**

TA by SEIU:

Date:

7/18/23

TA for the CWPB:

Date:

7.18.23

Tentative subject to approval and ratification by the City and Union

## ARTICLE 6. DUES DEDUCTION

### Section 1.

Pursuant to Florida Statutes Section 447, as amended effective July 1, 2023, the City shall no longer facilitate, collect or deduct dues and/or uniform assessments from the salaries of those employees in the unit which are covered under this agreement.

Should Florida Statutes Section 447 be amended during the term of this agreement to allow for the collection or deduction of dues and/or uniform assessments by the City from the pay of employees covered under this agreement, this Article only shall be opened for negotiations between the City and the union. Should the City and union not be able to reach an agreement to amend this article, then this article shall remain in full force and effect for the remainder of the term of the agreement.

~~Commencing with the start of the first pay period following receipt of a lawfully executed written or electronic authorization from an employee, the City agrees to deduct an employee's Union dues in equal installments once each pay period. The City shall remit such deduction to the duly elected treasurer of the Union monthly within five (5) working days from the last pay period of the month in which the deduction was made. The Union will notify the City, in writing, thirty (30) days prior to any change in the regular Union dues structure. 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 other than for union dues and COPE.~~

### Section 2.

~~An employee may revoke his/her dues deduction by submitting such revocation form to the City's payroll division with a copy to the Union upon thirty (30) days written notice to the City and the Union. The revocation of dues deductions shall commence at the start of the first pay period of the first month following receipt of such request.~~

### Section 3.

~~Regular monthly dues deductions will be made by the City when other payroll deductions are made and will begin with the first full pay period following receipt of the employee authorization form by the City.~~

### Section 4.

~~The Union agrees to provide necessary Dues/COPE Deduction authorization forms and Notice to Stop Dues/COPE Deduction forms for its members.~~

### Section 5.

TA by SEIU: JEF Date: 7/18/23 TA for the CWPB: JVR Date: 7-18-23  
Tentative subject to approval and ratification by the City and Union

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WEST PALM BEACH AND  
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), FLORDIA PUBLIC SERVICES UNION, CTW, CLC**  
Page 3 of 31

~~The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought and issued against the City as a result of any action taken or not taken by the City connection with the payroll deduction of Union dues.~~

TA by SEIU: JEB Date: 7/18/23 TA for the CWPB: JVR Date: 7-11-23  
Tentative subject to approval and ratification by the City and Union

## **ARTICLE 13. DISCIPLINE**

### Section 1.

As a prerogative of management rights, the City has the right to discipline, demote, suspend, terminate employment, and take any other disciplinary action when an employee performs below satisfactory levels or violates any law, rule, regulation, policy or otherwise engages in conduct meriting corrective action, or for any just cause.

### Section 2.

Department directors and their delegate managers and supervisors may conduct preliminary informal fact gathering on incidents reported to them in order to determine if a formal investigation is warranted. Should it be determined that a formal investigation is warranted then employees who become the subject of an investigation shall be notified in writing within thirty (30) calendar days of the incident which prompted the investigation or when management first became aware of the incident, whichever is later.

### Section 3.



An Employee Counseling may be issued to an employee. An Employee Counseling is non-disciplinary written guidance issued by management to the employee to bring a disciplinary or performance issue to the employee's attention, in an effort to correct such issues before they become a recurring or more serious problem.

An employee shall be placed on unpaid administrative leave for the following alleged violations including but not limited to:

- Violence in the workplace
- Theft, theft of time or theft of service e.g., theft of city property or falsification of information provided to obtain wages or benefits of any kind.
- Weapons in the workplace
- Positive drug or alcohol test

### Section 4.      Disciplinary Actions

A. The City may take disciplinary action at any time for the good of the City or for just cause. A number of criteria should be considered when determining appropriate discipline in any particular circumstance. The employee's length and quality of service, and job classification (including supervisory responsibilities) shall be considered. All other prior disciplinary actions should be reviewed and considered. Prior discipline remote in time shall be given appropriate weight based on its remoteness and the facts that led to the discipline being issued. Following eighteen (18) months of continuous service without a written reprimand, prior written reprimands will not be considered in the determination of current disciplinary action against an employee unless it is for conduct of a similar nature to the conduct being investigated.

TA by SEIU:  Date: 7/18/23 TA for the CWPB:  Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union

- B. It is the policy of the City of West Palm Beach to follow a system of progressive discipline as set forth in Personnel Policy 4-1. This means that employee misconduct or performance problems should be handled using actions which progress from less to more severe depending on the severity and frequency of past discipline. Under the same system of progressive discipline, serious misconduct based on a single incident may warrant immediate action and termination of employment. Disciplinary actions are to be administered consistently and in a non-discriminatory manner. A disciplinary action may include a verbal reprimand reduced to writing, written reprimand, suspension without pay, demotion, termination of employment or other action as set forth in this Article.
- C. An employee may be suspended at any time for the good of the City, for a disciplinary reason, or for other just cause. A suspension without pay shall not exceed thirty (30) days nor shall any employee be penalized by suspension for more than thirty (30) days in any twelve (12) month period.
- D. An employee may be terminated from employment at any time for the good of the City, for a disciplinary reason, or for just cause. Before the effective date of any such termination of employment, the City shall give the affected employee a written statement of the reasons for such termination of employment.
- E. An employee may appeal any disciplinary action higher than a written reprimand according to the procedures established by Section 76 of this Article. The City expressly does not agree to arbitrate any grievance brought by an individual employee.



Section 5. Code of Conduct

All employees shall maintain high standards of cooperation, efficiency and integrity in his conduct and work performance, in keeping with the laws of the United States, the State of Florida, and the City of West Palm Beach; all departmental or City rules, policies or regulations, or Standard Operating Procedures; and as reflected in the Code of Conduct set forth below. The City's inherent right to take discipline up to and including termination of employment may be specific to these laws, rules, regulations, procedures or policies (as amended from time to time), or any other standard it employs to address conduct that it considers unsatisfactory work performance, misconduct, or other adverse impact for the City.

Code of Conduct violations include but are not limited to:

I. GENERAL

1. Any violation of the Alcohol and Substance Abuse Policy as set forth in Article 26 of this agreement or City Personnel Policy 4-16.
2. Any violation of the provisions of the City Charter, these rules, or any other published City or departmental rule, policy or regulation.
3. Any violation of the provisions in Article V of the City Charter relating to political

TA by SEIU:  Date: 7/18/23 TA for the CWPB:  Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union

activity.

## II. PERFORMANCE

1. Insubordination.
2. Refusal to perform assigned duties and responsibilities.
3. Inability to perform the essential functions of the job with or without reasonable accommodation.
4. Incompetence, negligence and/or inefficiency to such an extent that performance levels, including but not limited to performance review ratings fall below minimum standards.
5. Carelessness or negligence with property of the City, loss of equipment, materials, or anything of value belonging to or leased by the City.
6. Malingering, defined as pretending to be ill or injured to avoid responsibility or work.
7. Theft of time, including but not limited to being paid for work not performed.
8. Failure to comply with all safety regulations, procedures and related City policies or failure to observe security procedures.
9. Making derogatory or false accusations so as to discredit any employee of the City, or the general public.
10. Loss of licenses, certifications or other credentials required as a condition of employment or necessary to perform an essential function of the job classification.
11. Unauthorized release or misuse of any privileged, confidential, or sensitive information, or release of work product without the express pre-approval of the supervisor.
12. Inappropriate conduct or language including the use of profanity or abusive language toward any employee of the City or the general public.
13. The use of violence or the threat of violence against any City employee or member of the general public.
14. Refusal to respond to any lawful inquiry by the City or its representatives or to furnish a lawfully requested statement concerning property holdings, financial affairs, income or expenditures, or refusal of any lawful request to waive immunity from prosecution before any grand jury, or any other body, official or officials having the rights and possessing the powers of a grand jury.
15. Antagonism toward any City employee, or the general public, including but not limited to criticizing orders, rules or policies adopted by the City, or conduct which interferes with the proper coordination of the employees of the City or efficient delivery of public service.

TA by SEIU:



Date:

7/18/23

TA for the CWPB:



Date:

7.18.23

Tentative subject to approval and ratification by the City and Union



16. Failure to comply with any residential and/or emergency response requirements.
17. Failing to report a vehicle accident or leaving the scene of an accident with or without injuries.

### III. ATTENDANCE AND PUNCTUALITY

1. Being absent from work without approved leave or failure to report to work after approved leave has expired, or within a reasonable time after such leave of absence has been revoked or canceled.
2. Absence without approved leave for three (3) consecutive work days shall constitute abandonment of employment and will result in immediate termination.
3. Being absent for any reason in excess of the standards set forth in Article 18, Section 8.
4. Being tardy three (3) times or in excess of sixty (60) minutes in a calendar quarter.
5. Failure to notify the supervisor of being absent or tardy one (1) hour prior to scheduled start time.
6. Abuse of sick leave privileges by falsely reporting illness or injury of self or a family member.
7. Abuse of the time keeping system by knowingly or habitually failing to timely punch in or out during the employee's shift.

### IV. INTEGRITY AND HONESTY

1. Unauthorized use or possession of firearms or other weapons while at work or in uniform.
2. Criminal misconduct.
3. On or off-the-job conduct which would have a negative impact on the employee's work performance or the City.
4. Conduct not becoming of a City employee or conduct that renders an employee incapable of effective performance of their duties and responsibilities.
5. Conviction of a felony.
6. Removal of City money, merchandise, or property without permission, including property in custody of the City.
7. Dishonesty, including but not limited to intentionally giving false information, making false statements, or intentionally falsifying records.
8. Falsification of any testimony, documents or records in connection with work-related issues or investigations related to City business.
9. Falsification of any documents prepared to secure or maintain employment, making false



TA by SEIU: JCB Date: 7/18/27 TA for the CWPB: JVR Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union

statements when applying for employment, and falsification of any document during the course of employment with the City.

10. Taking or receiving any fee, gift or other valuable thing in the course of City employment in connection therewith, including soliciting, use of client or business contacts or attempt to obtain preferential treatment for personal gain.
11. Solicitation for personal gain during work time in working areas, without the approval of the Chief Human Resources Officer.
12. Use or the threat to use, or attempt to use political influence including but not limited to securing promotion, leave of absence, transfer or change of classification, or pay.
13. Gambling during duty hours, or on City property or with City computers or telecommunication devices.
14. Conducting any type of personal commercial enterprise including but not limited to using City facilities, equipment, computers or telecommunication devices.
15. Sleeping on the job.
16. Failure of an employee to notify the Department Director or his/her designee verbally or in writing within two (2) working days of an arrest for a felony, a DUI while in an on-duty or off duty status. Arrests for any traffic infraction while driving a City vehicle shall be reported to the Department Director immediately.
17. Failure of an employee to notify the Department Director of the suspension, cancellation or revocation of a valid Florida driver's license. Notification must be made before the beginning of the next shift or assignment.
18. Evading a drug test or assisting an employee in evading a drug test.

Section 6. Due Process

- A. Prior to management taking disciplinary action, an employee shall be notified in writing of an investigation or the basis for action.
- B. Where disciplinary action of a written reprimand or higher is being considered, the affected employee shall have the opportunity for a disciplinary meeting. The City will schedule all disciplinary meetings seventy-two (72) hours' in advance of such disciplinary meeting, except in cases involving exigent circumstances, drug or alcohol abuse, workplace violence or waiver by the employee to less than 72 hours advance notice. The employee may choose to have a Union representative present at the disciplinary meeting. It is the responsibility of the employee to timely request such participation directly from their union representative. Failure of the employee to appear at a scheduled disciplinary meeting shall constitute a waiver of such a meeting.
- C. The employee may submit a written response to the contemplated disciplinary action in lieu of attending the meeting. The written response must be received by the Department Director a minimum of twenty-four (24) hours prior to the scheduled time for the disciplinary meeting.

TA by SEIU:  Date: 7/18/23 TA for the CWPB:  Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union



D. A written notice of disciplinary action shall be hand-delivered, emailed or mailed by U.S. regular and/or certified mail to the employee's last known place of residence. A copy of such notice shall be simultaneously submitted to the Chief Human Resources Officer with the following information:

1. Specified charge of misconduct with reference to a violation of City or department conduct or work performance rules or regulations, a supervisory order or the collective bargaining agreement.
2. Reference to prior disciplinary actions, as applicable.
3. Warning regarding the consequence of future misconduct.
4. The effective date of discipline.
5. The signature of the Department Director and the person serving notice and the name of the employee the notice is intended for.

A disciplinary notice shall be effective regardless of whether all of the above information has been obtained.

Section 7.      Appeal of Disciplinary Action

The Union may appeal a written reprimand to the Chief Human Resources Officer within six (6) working days of the employee receiving the written reprimand. The Chief Human Resources Officer will make the final determination within ten (10) working days of receipt of the appeal to uphold or rescind the written reprimand. The Chief Human Resources Officer's decision regarding written reprimands is final and shall not be subject to arbitration.

The union may appeal a suspension without pay, reduction in salary, demotion or termination of employment. Such disciplinary appeal shall be filed directly with the Chief Human Resources Officer within ten (10) working days of receipt by the employee of written notice of any disciplinary action. New hire probationary employees do not have any right of appeal of any disciplinary action.



The city will electronically notify the union of any termination of employment of any bargaining unit members covered by this agreement.

The Chief Human Resources Officer shall respond to the appeal in writing within twenty (20) working days from date of receipt of any timely submitted written disciplinary appeal.

Except as otherwise noted in paragraph one of this section, if the Chief Human Resources Officer upholds the disciplinary action, the union may proceed to arbitration in accordance with Article 28, Section 2 Arbitration Referral.



Section 8.      Working Days Defined

Notwithstanding anything in this agreement to the contrary, "working days" shall mean Monday through Friday and shall not include Saturdays, Sundays or Holidays, even if some City employees may be working on such days.

TA by SEIU:  Date: 7/18/23 TA for the CWPB:  Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WEST PALM BEACH AND  
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), FLORDIA PUBLIC SERVICES UNION, CTW, CLC**  
**Page 10 of 31**

The deadline to file any appeal of disciplinary action under this Article shall be no later than 5:00 P.M. Eastern Standard Time on the last day set forth under the applicable time frames in this Article. The party forwarding any appeal bears the burden of demonstrating timely submission in compliance with this article.

TA by SEIU:  Date: 7/18/23 TA for the CWPB:  Date: 7-18-23  
Tentative subject to approval and ratification by the City and Union

**ARTICLE 24. COMPENSATION**

**Section 1. Wages**

A. ~~Across the Board ("ATB")~~ Provided that Union members have ratified this agreement by August 1, 2023, pay increases for the duration of this contract shall be as follows:

9/16/14 JVR  
1. ~~In For~~ fiscal year 2023/2024<sup>1</sup> Union employees covered under this contract which have attained regular status with the City on or before October 1, 2023, shall receive an Across the Board ("~~ATB~~") pay increase of 53.00%, effective on the first full pay period on or after October 1, 2023<sup>0</sup>, ~~provided that Union members have ratified this agreement by September 10, 2020.~~

In fiscal year 2023/2024, Union employees covered under this agreement which have attained regular status with the City on or before October 1, 2023, shall receive a market adjustment pay increase of 15.00%, effective on the first full pay period on or after October 1, 2023.

2. In fiscal year 2024/2025 Union employees covered under this agreement which have attained regular status with the City on or before October 1, 2024, shall receive an Across the Board pay increase of 3.00%, effective on the first full pay period on or after October 1, 2024.

3. In fiscal year 2025/2026 Union employees covered under this contract which have attained regular status with the City on or before October 1, 2025, shall receive an Across the Board pay increase of 3.00%, effective on the first full pay period on or after October 1, 2025.

4. Notwithstanding anything in this agreement to the contrary should the City's ad-valorem tax receipts decline in any year of this contract over the prior year's collections then the ATB raises outlined in this Article are suspended and shall not take effect.

~~This Compensation Article 24 only, shall be re-opened for negotiations with the Union on or before April 1, 2021 for negotiations governing FY22 (fiscal year beginning on October 1, 2021) compensation; and on or before April 1, 2022 for negotiations governing FY23 (fiscal year beginning on October 1, 2022) compensation.~~

~~All other articles of this agreement shall remain closed and in full effect through the expiration of this agreement on September 30, 2023, unless otherwise mutually agreed to by both the City and the Union in writing.~~

5. For any fiscal year under which ATB raises are provided for under this agreement eligible employees (i.e., regular status) whose base rate of pay will exceed the maximum of their pay grade as result of any ATB pay increase, will be paid the

TA by SEIU: JVR

Date: 7/18/23

TA for the CWPB: JVR

Date: 7.18.23

Tentative subject to approval and ratification by the City and Union

balance of the ATB pay increase that is in excess of the maximum base rate of pay as a lump sum. This amount will be paid to the employee on a bi-weekly basis, (twenty-six (26) times per year) starting on the first full pay period in which the ATB takes effect. Lump sum payments under this article shall not carry over into future fiscal years or be cumulative in any manner.

6. Notwithstanding anything in this agreement to the contrary, market adjustment pay increases provided under this agreement shall be limited to the maximum salary allowable for each job classification's specific pay grade and shall not cause an employee's base rate of pay (annual salary) to exceed the maximum annual salary of the employee's pay grade.

For Example: An employee whose annual salary is 10.00% below the maximum annual salary of their FY24 pay grade shall only receive a combined ATB and market adjustment of 10.00%, instead of the 15.00% market adjustment referenced under Section 1, A., 1. above.

Any market adjustment amount in excess of the maximum annual salary of the employee's pay grade is forfeited and shall not be paid out to the employee in any manner.

B. Compensation and classification structure

1. Any employee, whose salary is below the minimum of their ~~proposed~~ pay grade ~~after any across the board and/or market adjustment pay increases are processed~~, will receive an adjustment to the minimum ~~salary of their pay grade. after the ATB increases have been processed.~~
2. The City shall have the discretion to adjust pay grades and/or employee salaries upwards for job classifications as it may deem appropriate. Should the City decide to adjust salary ranges or specific employee salaries for a classification or for specific employees within a classification for retention, recruitment or other reasons, that does not entitle other employees within the classification or other job classifications to receive any salary adjustments (increases) or salary range adjustments.

C. State License Requirements

1. Failure of a Building Inspector or Building Plans Examiner to possess the applicable state of Florida license within twelve (12) months from the original date of hire shall be cause for rejection of probation and termination of employment unless said license requirements are pre-established by the State of Florida.

D. Merit Pay

Notwithstanding anything in this contract to the contrary no merit pay increases will be provided for the length of this contract.

Section 2. Longevity Pay

TA by SEIU: 9/18/23

Date: 7/18/23

TA for the CWPB: JUL

Date: 7.18.23

Tentative subject to approval and ratification by the City and Union

All bargaining unit members who have completed the required years of continuous service on September 30, 2009 as listed below shall continue to receive longevity pay.

Years of Continuous Service	Longevity
10 - 19 years	5% of Base Pay
20 or more years	10% of Base Pay

All longevity increases are frozen as of September 30, 2009. All employees with less than ten (10) years of service or any employee who has more than ten (10) years but less than twenty (20) years of service and all new hires shall not be eligible for a longevity increase.

Notwithstanding anything in this agreement to the contrary, longevity benefits, if provided, shall only apply and be paid out on hours worked by the employee and shall not be applied to hours in any annual, sick leave, earned personal leave, holiday saved bank or other balances which the employee may be entitled to receive a payout upon separation of employment with the City.

Section 3. Stipends for Certification or License

A. 5 % Stipend Designations

A Building Inspector, Plans Examiner, Chief Building Inspector or Chief Plans Examiner who possesses three (3) or more State of Florida issued licenses shall be eligible for a five percent (5%) stipend.

B. 2½ % Stipend Designations

A Building Inspector, Plans Examiner, Chief Building Inspector or Chief Plans Examiner who possesses two (2) State of Florida issued licenses shall be eligible for a two and one-half percent (2½%) stipend.

C. Other Stipends

1. An employee who is eligible to receive one of the stipends listed below in paragraphs a-g, shall receive only one of those so listed:
  - a. A Laboratory Technician who holds a Class "C" or higher water or wastewater operator's certificate shall receive \$50.00 per month.
  - b. A Water or Wastewater Plant Operator who holds a Florida issued Class "B" operator's certificate shall receive \$75.00 per month.
  - c. A Water or Wastewater Plant Operator who holds a Florida issued Class "A" operator's certificate shall receive \$150.00 per month.
  - d. An Environmental Compliance Technician employed in Industrial Pretreatment who holds a Florida issued Class "C" or higher water or wastewater certificate shall receive \$50.00 per month.
  - e. An employee employed in Stormwater shall receive \$50 per month for holding a Class B Stormwater certificate or \$75 per month for holding a Class A Stormwater certificate.

TA by SEIU: JEP Date: 7/18/23 TA for the CWPB: JR Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union



- f. An employee employed in Water Distribution shall receive \$50 per month for holding a Class B water distribution certificate or \$75 per month for holding a Class A water distribution certificate.
  - g. An employee employed in Wastewater Collection shall receive \$50 per month for holding a Class B wastewater collection certificate or \$75 per month for holding a Class A wastewater collection certificate.
2. A Building Inspector, Plans Examiner, Chief Building Inspector or Chief Plans Examiner shall receive \$25.00 per month for each Building Inspector, Plans Examiner, Chief Building Inspector or Chief Plans Examiner pre-license certificate, i.e., a certificate that is in a field other than that in which a State of Florida license has been issued and for which a stipend is being paid as set forth in subsections A and B above, up to a maximum of four certificates.
3. Code Enforcement Officers shall receive \$250 annually for each level of Florida Association of Code Enforcement awarded including Code Enforcement Professional.
4. Employees shall be paid a differential based upon performing the following duties:
- a. Entering a **"permit-required confined space (permit space)** \$1.00 per hour.

They include, but are not limited to:

Storm Drains	Manholes	Water Storage Vessels Meter
Vaults/ARV's	Wet Wells	Air Handlers

- b. Work with spray equipment in the application of insecticides or poisonous sprays where chemical spraying is not a job requirement: \$1.00 per hour. This provision does not apply to "green", "natural", "environmentally friendly", "non-toxic" or other similar non-toxic / non-poisonous insecticides or sprays which employees may be asked to apply.
- c. Work with "arc flash" boundaries that require use of ARC Flash PPE \$1.00 per hour.

Notwithstanding anything in this contract to the contrary, all employees hired on or after October 1, 2009 shall not be eligible for any stipends or incentives as described in this Article and Section 3 above. All employees who after October 1, 2009 are receiving stipends and incentives as described in Section 3 above will be grandfathered and will continue to receive such stipends and incentives.

Section 4. Stand-by and Call-out

- A. Effective the beginning of the first payroll period following the ratification of the bargaining agreement, an employee required by the Department Director or division manager to be on "stand-by" shall be compensated at the rate of twenty-five dollars (\$25.00) for every twenty-four (24) period or portion thereof they are on call, Sunday through Saturday, including holidays. An employee who is scheduled for more than two (2) hours of sick leave shall not be eligible to be placed on "stand-by" or receive the twenty five \$25.00 "stand-by" pay until the next "stand-by" period after they have returned from their sick leave absence.

TA by SEIU: SEB Date: 7/18/23 TA for the CWPB: JTR Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union



An employee, whenever possible, will be issued a communication device. Should a communication device not be provided, an employee shall contact an appropriate supervisor and provide a phone number where the employee may be reached.

If an employee fails to respond within thirty (30) minutes to a stand-by call, the employee shall forfeit their stand-by pay and shall be subject to disciplinary action up to and including termination of employment.

- B. An employee who is on stand-by and who is actually called-out to worksites, shall receive premium rate of pay of one-and-one-half (1½) times their base rate of pay for actual time worked in addition to the "standby" rate and shall be guaranteed a minimum of two and one-half (2½) hours of pay at said rate. Said minimum two and one-half (2½) hours shall be applied upon the first call-out/work assignment and shall apply only once during a twenty four hour (24) period.

The next call-out/work assignment and each thereafter will be at a rate of one and-one-half (1½) times their base rate of pay for actual time worked, including portal to portal travel or work assignment to work assignment travel as the case may be.

In order to account for portal to portal travel, supervisors are responsible for adding the necessary time as may be required, in fifteen (15) minute increments, to employee time cards using the "hours worked" pay code. This time shall only be added when an employee's call-out qualifies for such portal to portal pay as provided for under this article.

- C. 'An employee who is not on stand-by and who is called-out to worksites during a time different from their regular shift assignment, shall be paid at the rate of one-and-one-half (1½) times their base rate of pay for actual time worked, and shall be guaranteed a minimum of two and one-half (2½) hours of pay at said rate. Said minimum two and one-half (2½) hours shall be applied upon the first call-out/work assignment and shall apply only once during a twenty-four (24) hour period.

The next call-out/work assignment and each thereafter will be at a rate of time-and-one-half (1½) times their base rate of pay for actual time worked, including portal to portal travel or work assignment to work assignment travel as the case may be.

- D. The provisions as set forth in this section shall also apply to an employee who is called out on a day in which they are not scheduled to work.

#### Section 5.      Mileage Reimbursement

An employee, when so authorized, shall be entitled to mileage reimbursement in accordance with City policy for the use of a personal vehicle while conducting City business exclusive of round-trip mileage between such employee's place of residence and such employee's work site.

#### Section 6.      Tool Allowance

The City will reimburse employees in the following classifications a tool allowance of up to ~~six hundred~~~~three-hundred~~ dollars (\$~~63~~00.00) per fiscal year (October 1 – September 30):

TA by SEIU: JSB      Date: 7/18/23      TA for the CWPB: JWR      Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union

~~Fleet Mechanic, Emergency Vehicle Mechanic~~ Fleet Service Technician I, II, III & IV, HVAC Mechanic, Street Lighting Technician, Fleet Preventive Maintenance Technician, Tire ~~Service~~ Repair Worker, Facility Maintenance Worker, Skilled Trades Worker, ~~Fleet Diagnostic Technician~~ Fleet Equipment Specialist I & II and Lead Street Lighting Technician who are required to furnish their own tools.

Reimbursement shall occur upon the employee submitting proof of purchase of any tool necessary to perform their assigned tasks. Such proof of purchase must be submitted to the Department Director for final approval and reimbursement.

Section 7. Uniforms

The City will issue uniforms to all employees who are required to wear them. The uniforms will be purchased by the City or provided through a uniform company of the City's choosing. Uniforms shall only be worn during work hours and employees shall not wear City uniforms in public if they are not in a paid status.

Section 8. Parking Administration

Parking Administration will provide both full-time and part-time employees with required city issued uniforms to include work shoes.

TA by SEIU:



Date:

7/18/23

TA for the CWPB:



Date:

7.18.23

Tentative subject to approval and ratification by the City and Union

**ARTICLE 25. RETIREMENT**

Section 1.

No employee shall be enrolled in the City of West Palm Beach Restated Employees Defined Benefit Retirement System plan that is not already enrolled. An employee who participates in the plan shall contribute five and one-half percent (5½) of their gross pensionable wages to the plan.

Section 2.



Other employees shall participate in the City of West Palm Beach Restated Defined Contribution Retirement System plan and shall contribute seven and one-half percent (7.5%) of their gross pensionable wages to the plan. The City shall contribute an equal amount.

Section 3. Employees hired as SEIU represented employees on or prior to February 2, 2013.

- A. Effective with the start of the first pay period after October 1, 2004 eligible employees shall begin making contributions of seven and one-half percent (7.5%) of their gross pensionable wages to the City of West Palm Beach Restated Defined Contribution Retirement Plan beginning with their first paycheck.
- B. For those eligible employees whose probationary period is six (6) months, the City shall begin making contributions of seven and one-half percent (7.5%) of the employee's gross pensionable wages to the plan beginning with the first paycheck following successful completion of the employee's original probationary period.
- C. For those eligible employees whose probationary period is longer than six (6) months, the City shall begin making contributions of seven and one-half percent (7.5%) of their gross pensionable wages to the plan with the first paycheck following successful completion of six (6) months of employment.
- D. For those employees whose probationary period is longer than six (6) months, and who do not successfully complete their probationary period, the City's contributions shall not be paid to the employee upon separation from employment.

Section 4. Employees hired on or after February 3, 2013

- A. Employees hired on or after February 3, 2013 shall begin making contributions of seven and one-half percent (7.5%) of their gross pensionable wages to the City of West Palm Beach Restated Defined Contribution Retirement Plan beginning with their first paycheck.
- B. For those eligible employees whose probationary period is six (6) months, the City shall begin making contributions of six and one-half percent (6.5%) of the employee's gross pensionable wages to the plan beginning on the first full pay period following successful completion of the employee's original probationary period.

TA by SEIU:  Date: 7/18/23 TA for the CWPB:  Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union

- C. For those eligible employees whose probationary period is longer than six (6) months, the City shall begin making contributions of six and one-half percent (6.5%) of their gross pensionable wages to the plan on the first full pay period following successful completion of six (6) months of employment.
- D. For those employees whose probationary period is longer than six (6) months, and who do not successfully complete their probationary period, the City's contributions shall not be paid to the employee upon separation from employment.
- E. Starting the first full pay period following the employee's sixth (6) full year of employment, for employees hired on or after February 3, 2013, the City shall increase its share of the employer contributions to seven and one-half percent (7.5%) of their gross pensionable wages.

Section 5.

Any retirement plan must receive approval from the City and its legal counsel as to legal sufficiency. Final agreement and subsequent implementation is contingent upon passage of an ordinance, and language and terms that meet the City's and Union's legal standards as determined by their respective Attorneys.

TA by SEIU: JED Date: 7/18/23 TA for the CWPB: JVR Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union

## ARTICLE 26. ALCOHOL AND SUBSTANCE ABUSE

This Article will follow and employees shall be governed by the City's Substance Abuse Policy 4-16.

### AUTHORITY

~~The Article is governed by the Drug Free Workplace Act of 1988, U.S. Department of Transportation regulations, Florida Statutes Section 440.102, Florida Administrative Code Chapter 59A-24, City of West Palm Beach (City) Charter Section 3.01 (12), and City Code Chapter 62, and any amendments thereto.~~

### POLICY STATEMENT

~~The City of West Palm Beach (City) has a responsibility for the safe and effective delivery of public services. The use of illegal/illicit drugs by City employees, on or off the job, and the state of being under the influence of 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. In light of these concerns and based on the authority cited above, the City strives to maintain a workplace free of drug and alcohol abuse.~~

~~A condition of employment for each employee is to refrain from reporting to work or working with the presence of illegal or illicit drugs or alcohol in their body.~~

~~Pursuant to Florida Statutes, the unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace is strictly prohibited.~~

### PURPOSE

~~To ensure a workplace free of substance abuse and set forth guidelines for the consistent handling of substance abuse.~~

### SCOPE OF APPLICABILITY

~~The provisions of this Article shall apply to all employees covered by this collective bargaining agreement.~~

~~The City is subject to the U.S. department of Transportation's drug and alcohol testing requirements with respect to certain employees.~~

### DEFINITIONS

Adulterated Specimen is a specimen that contains a substance that is not expected to be present in human urine or contains a substance expected to be present, but is at a concentration that is not consistent with human urine.

TA by SEIU: JEP Date: 7/18/23 TA for the CWPB: JW2 Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union



~~**Alcohol** is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols such as methyl and isopropyl, no matter how it is packaged or in what form the alcohol is stored, utilized or found.~~

~~**Confirmed Positive** is based upon a second analytical procedure used by the testing laboratory to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle to ensure accuracy.~~

~~**Dilute Specimen Results** means a urine specimen with creatinine specific gravity values that are lower than expected for human urine. (49 CFR Part 40)~~

~~**Drug** means both alcohol and controlled substances as listed in Schedules I through V of Florida State Statute, Chapter 893.~~

~~**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.~~

~~**Employee Assistance Program** is an established program for employee assessment, counseling and/or possible referral to an alcohol and/or drug rehabilitation program.~~

~~**Illicit Drugs** includes drugs listed on Schedules I through V of Florida Statutes, Chapter 893 which are not legal; drugs which are legal, but not legally obtained; and/or drugs used in a manner or for any purpose which is not legal or prescribed.~~

~~**Job Applicant** for purposes of this Article is an individual who has applied for a position with the City, has been selected and offered the position contingent upon completion of a background check, post offer physical and drug test.~~

~~**Licensed Physician** is a physician that meets all the criteria as established in Florida State Statute Chapter 458, Medical Practice, or a physician licensed to practice medicine in another state under that state's established law regarding the licensure of medical practice physicians.~~

~~**Medical Review Officer (MRO)** is a licensed physician responsible for receiving and reviewing laboratory drug test results. The MRO assesses and determines whether an alternate medical or other acceptable explanation can account for a confirmed positive test result.~~

~~**Negative result** means when a specimen contains no drug or the concentration of drug is less than the cutoff concentration for the drug or drug class and that the specimen is a valid specimen (49 CFR Part 40)~~

~~**Non-negative specimen** means a urine specimen that is reported as adulterated substituted, positive (for drug(s) or metabolites (s), and or invalid (49 CFR Part 40)~~

~~**Positive Test Result** indicates the presence of drug, alcohol or steroid (or its metabolite).~~

TA by SEIU:

JSB

Date:

7/18/23

TA for the CWPB:

JMR

Date:

7.18.23

Tentative subject to approval and ratification by the City and Union



Refusal to Submit to Testing is defined as:

- Failure or refusal to appear, to submit for any test, or to submit a test sample;
- Failure to remain at the testing site until the testing process is complete;
- Failure to provide an adequate amount of breath for a breath alcohol test;
- Failure to provide a sufficient specimen and the Medical Director has determined, through a required medical examination, that there was no adequate medical explanation for such failure;
- Failure to return a call from the MRO or the testing facility within twenty four (24) hours. In this regard, it shall be the drug test subject's responsibility to provide correct and reliable contact information; or
- Leaving the scene of an accident and not informing their supervisor of the accident.

Safety Sensitive Position is any position, including a supervisory or management position, in which drug impairment would constitute an immediate and direct threat to public health or safety.

Specimen means a tissue, hair, oral fluid (saliva) or product of the human body capable of revealing the presence of drugs or their metabolites.

Split Sample means one urine specimen is collected. This collection of urine is then split into a primary (A) specimen and a (B) specimen.

Stepping Forward means that prior to being selected for a random drug test, or prior to being ordered to submit to a reasonable suspicion drug test, fitness for duty evaluation, or a test resulting from being involved in a vehicle or industrial accident, the employee comes forward and requests assistance for substance abuse.

Unannounced Mandatory Testing is follow up testing that the City will conduct at its sole discretion after an employee has completed an Employee Assistance Program.

## STANDARDS AND PROCEDURES

### A. EMPLOYEE RESPONSIBILITIES

1. Any employee who believes that a City employee is using or has used drugs or alcohol in violation of this Article shall immediately report that information to their Department Head, Risk Management or Employee Relations. Failure of an employee to make such report could result in disciplinary action up to and including termination.
2. Any City employee who is arrested or convicted for a violation of a criminal drug statute must notify Risk Management and Employee Relations in writing of such arrest or conviction immediately but in no event later than five (5) calendar days subsequent to such arrest or conviction. Failure of an employee to make such report could result in disciplinary action up to and including termination.

TA by SEIU:

*JEB*

Date:

*7/18/23*

TA for the CWPB:

*JUR*

Date:

*7.18.23*

Tentative subject to approval and ratification by the City and Union

~~B. — USE OF PRESCRIPTION MEDICATIONS/DRUGS WHILE AT WORK, IN UNIFORM,  
OPERATING A CITY VEHICLE OR REPRESENTING THE CITY IN ANY CAPACITY~~

- ~~1. Employees should never use intoxicants or drugs that could cause impairment during work hours unless prescribed by a physician licensed to practice medicine in the United States.~~
- ~~2. An employee who is using a prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required or performed to ensure that the physician approves the use of the prescription medication while the employee is performing their job duties.~~
- ~~3. If the prescribing physician determines that the employee cannot perform their job duties without impairment while taking the prescribed medication, then the employee will be required to use their sick and/or FMLA leave, or unpaid leave if their leave pools are exhausted, until they can return to work. If the employee reports to work, the City will presume that the employee is not impaired.~~

~~C. — TYPES OF DRUG TESTING~~

- ~~1. Post-Offer Job Applicant Testing — All applicants receiving conditional offers of employment will be tested for drugs and alcohol. Refusal to submit to testing, an adulterated specimen, or a confirmed positive will result in the immediate rejection of the applicant for employment. The applicant will not be eligible to apply for one (1) year from the date of the confirmed positive test result.~~
- ~~2. Fitness for Duty Testing — Any employee required to submit to a fitness for duty medical examination will be drug tested as part of the examination.~~
- ~~3. Reasonable Suspicion Testing — Testing will be conducted based on reasonable suspicion that an employee is using, has used, or is abusing or has abused drugs or alcohol in violation of this Article. Reasonable suspicion is derived from specific, objective and particular facts and reasonable inferences. As illustrative, but not exhaustive examples, such facts and inferences may be based upon one or more of the following:~~
  - ~~a. Observable phenomena while at work such as direct observation of drug use or the physical signs or manifestation of being under the influence of a drug observed by two different employees;~~
  - ~~b. Abnormal conduct, violent or threatening behavior, erratic behavior while at work, or a significant deterioration in work performance including excessive absenteeism or tardiness observed by two different employees;~~
  - ~~c. A report of drug or alcohol use while at work, provided by a reliable and credible source(s);~~

TA by SEIU:

*JEB*

Date:

*7/18/23*

TA for the CWPB:

*JVR*

Date:

*7.18.23*

Tentative subject to approval and ratification by the City and Union

- ~~d. Evidence that an individual has tampered with a drug test during his or her employment with the City;~~
- ~~e. Evidence that the employee has attempted to use or used, attempted to possess or possessed, attempted to sell or sold, attempted to solicit or solicited, or attempted to transfer or transferred drugs or alcohol while working, while on the City's premises, representing the City or while operating a City motor vehicle, machine, or equipment; and/or~~
- ~~f. Evidence that an employee while off duty has attempted to use or used, attempted to possess or possessed, attempted to sell or sold, attempted to solicit or solicited, or attempted to transfer or transferred or transported illegal and/or illicit drugs, or is arrested and/or convicted for a drug-related offense.~~

- ~~4. **Post Vehicular, Injury, Illness or Industrial Accident Testing**—All employees involved in an on-the-job vehicular accident, industrial accident, or who sustain and are evaluated and/or treated for an on-the-job injury, cause death or serious injury to another will be drug tested as soon as reasonably possible following such an incident. Medical treatment will not be withheld or delayed from an employee in order to obtain post-accident drug testing.~~

~~Employees who leave the scene of an accident and who do not inform their supervisor 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.~~

- ~~5. **Random Testing**—Random substance abuse testing shall be conducted for employees who possess a Commercial Driver's License, Parks and Recreation Department staff or safety sensitive positions identified by the City's Risk Management Division. Random selections of employees will be made by a third party contracted firm utilizing a Department of Transportation (DOT) approved random selection computer program. Employees selected for random testing shall be tested on the day his/her name is selected if on duty. If off duty the employee shall be tested on his/her next shift.~~

#### ~~D. **METHODS/PROCEDURES FOR DRUG TESTING**~~

- ~~1. An employee shall be taken to a City authorized medical testing facility by a supervisor for reasonable suspicion and post vehicular accident testing. The employee and the supervisor shall remain at the testing facility until the necessary specimen has been provided. Refusal to comply with an order to submit to testing, or leaving the testing facility prior to such test being completed shall result in termination of employment. Supervisors are subject to discipline up to and including termination of employment for failing to keep the test donor in her/his presence at all times during the transportation to and from the test site and remaining at the test site through completion of the test process.~~
- ~~2. Breath alcohol testing shall be conducted at the City's sole discretion. If the initial test indicates a level of .04 or 0.02 for drivers who are under 21 years of age or greater, a second breath test shall be conducted as a confirmation test. If the second test indicates a level of .04 or 0.02 for drivers who are~~

TA by SEIU:



Date:

7/18/23

TA for the CWPB:



Date:

7.18.23

Tentative subject to approval and ratification by the City and Union

~~under 21 years of age or greater, it shall be considered a positive alcohol test and will result in disciplinary action up to and including termination of employment.~~

- ~~3. In cases where a urine split sample has been submitted for drug testing the sample will be held in the event the employee challenges the test results.~~
- ~~4. If during testing, the employee cannot produce a urine specimen sufficient for testing, the specimen will be thrown out and the employee will be given up to 40 ounces of fluid over a three hour period until the employee can produce a sufficient specimen. If after three hours, the employee still cannot provide a sample, the collection process will end. If the employee refuses to drink fluids as directed or refuses to provide a new specimen, the collector will end the process and notify the City. The City will refer the employee to a licensed physician who is selected and paid by the City for a medical evaluation to determine whether there is a medical explanation for the employee's inability to produce a specimen. The physician will report the results back to the MRO, who will report the written conclusion to the City.~~
- ~~5. Upon an employee being notified that they must submit to reasonable suspicion testing or post vehicular, injury, or industrial accident testing, such employee may be placed on administrative leave with pay until the results of the test are reported to the City. Administrative leave with pay may continue through completion of the initial employee assistance assessment as scheduled by the City.~~
- ~~6. The City reserves the right to determine the method of sample collection.~~

**~~E. CONSEQUENCES OF REFUSING TO SUBMIT TO A DRUG TEST~~**

- ~~1. Any employee who refuses to submit to drug and/or alcohol testing when required under this Article, or who alters, adulterates, or otherwise interferes with drug testing collection, samples, or analysis will be terminated from employment and may forfeit medical and/or indemnity benefits under Florida Workers' Compensation statute, and will forgo their rights under COBRA.~~
- ~~2. A job applicant who refuses to submit to drug and/or alcohol testing when required under this Policy, or who alters, adulterates, or otherwise interferes with drug testing collection, samples, or analysis will not be offered employment with the City and will be removed from consideration for any recruitments for which they have applied.~~

**~~F. POSITIVE TEST RESULTS~~**

- ~~1. Any confirmed positive drug test for an employee shall result in disciplinary action up to and including termination of employment, except as provided for in Section J of this Article under Employee Assistance Program.~~
- ~~2. Any confirmed positive test for alcohol at or above .04 or .02 for drivers who are under 21 years of age shall result in disciplinary action up to and including termination of employment.~~

TA by SEIU:



Date:

7/18/23

TA for the CWPB:



Date:

7.18.23

Tentative subject to approval and ratification by the City and Union



- ~~3. Positive Dilute results shall be considered the same as a positive test result and shall result in termination of employment.~~

#### ~~G. DILUTE OR NEGATIVE DILUTE SPECIMEN RESULTS~~

~~Dilute or Negative Dilute Specimen Results are not accepted by the City as valid results. Any employee with a dilute or negative dilute specimen result shall submit a second sample at their next work shift following a dilute or negative dilute result being received by the City. Any applicant for employment with a dilute or negative dilute specimen result shall submit a second sample within twenty-four (24) hours following a dilute or negative dilute result being received by the City. The second drug test sample shall be an Oral Fluid (saliva) test instead of urine test. No other results are subject to re-testing requests under any circumstances.~~

#### ~~H. CHALLENGES TO TEST RESULTS~~

- ~~1. After receipt of the confirmed positive test result from the MRO, the City will notify the employee in writing of the test result and the consequences of such results.~~
- ~~2. An employee who receives a confirmed positive drug test result may request a challenge to the test results with the MRO or designee within five (5) working days' notification. The challenge must be in writing, signed and dated by the test donor, and filed with Risk Management, Employee Relations and the MRO. The employee is responsible for proving that they complied with the timeliness requirements of this section.~~

~~At the employee's written request and sole expense, the split specimen will be tested at a Department of Health and Human Services (DHHS) certified laboratory of the employee's choosing. Such challenge must include the chain of custody specimen identification number.~~

#### ~~I. ENFORCEMENT~~

~~The City may take the following actions:~~

- ~~1. A job applicant with a confirmed positive, positive dilute, non-negative or adulterated drug test or confirmed positive alcohol test will not be hired. The applicant will not be eligible to apply for one (1) year from the date of the test result.~~
- ~~2. An employee with a confirmed positive, positive dilute, non-negative or adulterated drug test or confirmed positive alcohol test will be subject to disciplinary action up to and including termination of employment.~~
- ~~3. Employees disciplined pursuant to this Article will be given notice of the right to a disciplinary hearing (by the Department Director) with charges and explanation of the circumstances in~~

TA by SEIU:



Date:

7/18/23

TA for the CWPB:



Date:

7.28.23

Tentative subject to approval and ratification by the City and Union

~~writing. All discipline policies, Civil Service Rules and Regulations, and collective bargaining agreements will be observed, where applicable.~~

~~4. If an employee is injured in the scope of his/her employment and drug tests and/or other medical evidence indicates the presence of illegal and/or illicit drugs or alcohol in the employee's body at that time of the accident, and it can be concluded that the drug(s) or alcohol used contributed to 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 Article or under applicable law.~~

~~5. Employees terminated for violating this Article will forgo their rights under COBRA.~~

#### ~~J. EMPLOYEE ASSISTANCE PROGRAMS~~

~~1. Recognizing that there may be employees who have substance abuse issues, the City remains willing to assist in the resolution of these issues and encourages affected employees to seek help through the Employee Assistance Program (EAP) which is available to employees and eligible family members. The supervisor upon being notified by the employee will then promptly contact Risk Management and Employee Relations to initiate a mandatory supervisory referral to EAP. The City will not terminate employment, discipline or discriminate against an employee solely because an employee voluntarily seeks treatment for substance abuse or related issues unless otherwise stated in this Article.~~

~~2. The City provides an EAP and access to necessary and/or voluntary treatment and rehabilitation resulting from substance abuse. Access is available if the employee steps forward prior to being notified of the test being administered and requests assistance. Upon stepping forward and notifying the City the employee will then be placed into a mandatory EAP treatment program.~~

~~3. Pursuant to Florida Statutes, Chapter 440.102 (11), an employee who enters an EAP for substance abuse will be assigned to a position other than a safety sensitive position, or if such position in the City is not available, the employee will be permitted to use any accrued leave time during his/her rehabilitation. The treatment program requires that an employee complete a program prescribed by the City's EAP provider. If the employee does not have leave accrual or exhausts all accrued leave time while participating in an EAP, they will then be placed on unpaid leave during the completion of the program.~~

~~4. Failure to comply with the prescribed treatment program will result in disciplinary action up to and including termination. Compliance is determined by the EAP program administrator and includes but is not limited to on time arrival and full attendance at each EAP appointment. Hours for which the employee attends either voluntary or mandated EAP sessions shall not be paid to the employee by the City unless the employee uses accrued paid leave; the City shall not reimburse the employee's leave accruals bank for use of such hours.~~

TA by SEIU:

*JEB*

Date:

*7/18/23*

TA for the CWPB:

*JWR*

Date:

*7.18.23*

Tentative subject to approval and ratification by the City and Union



- ~~5. An employee who completes a rehabilitation or employee assistance program as described above, upon returning to work, will be subjected to unannounced mandatory testing at the City's sole discretion for a period of three (3) years from the return to work date.~~
- ~~6. An employee, who on the basis of such unannounced mandatory testing is found to be under the influence of alcohol, or an illegal or illicit drug after completing the rehabilitation program, shall not be given a second opportunity to access the Employee Assistance Program and will be immediately terminated from employment with the City, and will not be eligible for rehire.~~
- ~~7. If an employee who is selected for random drug testing discloses to their supervisor, before providing a testing sample, that they have used a medication prescribed for someone other than the employee, they shall have one opportunity to access the EAP. During the time that the employee is utilizing the EAP, the City will permit the employee to utilize any accrued leave time during his/her rehabilitation. Further, this section does not condone nor protect any employee from arrest, prosecution or conviction for violating any law, rule or regulation prohibiting the use of prescription medication other than that which has been legally prescribed to the employee for his or her own use.~~
- ~~8. The following employee assistance programs are available 24 hours a day — 7 days a week (24/7):~~

~~— (EAP) Employee Assistance Program  
— Phone: 1-877-622-4327  
— Web: [www.myCigna.com](http://www.myCigna.com) / Registration Employer ID: cityofwpb~~

~~— National Suicide Hotline  
— 1-800-273-TALK (8255)  
— Text: 838255  
— Live Chat: <https://suicidepreventionlifeline.org/chat/>~~

~~— Community Helpline & Crisis Hotline  
— Phone: 211  
— Text concerns and Zip Code to: 898211~~

~~— Palm Beach County Intergroup of Alcoholics Anonymous (AA)  
— Phone: 561-655-5700  
— Email: [pbeiaa@bellsouth.net](mailto:pbeiaa@bellsouth.net)~~

#### ~~K. CONFIDENTIALITY OF RECORDS~~

- ~~1. All information involving alcohol/drug testing (i.e., reports, statements, memoranda, drug test results, written or otherwise, received or produced as a result of this drug test) will be treated as confidential to the extent possible, consistent with the scope of this Article and applicable laws, rules or regulations.~~

TA by SEIU: JEK Date: 7/18/23 TA for the CWPB: JUR Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union

2. ~~Generally, information concerning drug test results may not be released without a written consent form signed voluntarily by the person tested. Drug test results may be released without consent if compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal, or if it is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. Moreover, the City, its agents, or the drug testing laboratory may have access to the drug test information or use such information when consulting with legal counsel in connection with actions brought under this Policy, or when the information is relevant to a defense in a civil or administrative matter.~~

#### ~~L. DRUGS TESTED~~

~~Employees may be tested for any or all of the substances listed on Schedule I through V of Florida Statutes, Chapter 893. The following is a partial list of Substances on Schedule I through V Florida Statutes Chapter 893:~~

<del>Alcohol:</del>	<del>Beer, Wine, Booze, Liquor, Distilled Spirits, Malt Beverages, etc.</del>
<del>Amphetamines:</del>	<del>Speed, Uppers, Eve, Biphetamine, Desoxyn, Dexedrine, etc.</del>
<del>Barbiturates:</del>	<del>Downers, Phenobarbital, Butabarbital, Secobarbital, Tuinal, Amytal, etc.</del>
<del>Benzodiazepines:</del>	<del>Librium, Valium, Ativan, Azene, Clonopin, Dalomone, Diozepan, Halcion, Paxipam, Restoril, Serax, Tranxene, Verstran, Xanax, etc.</del>
<del>Cannabinoids:</del>	<del>Marijuana, Hashish, Hash, Hash Oil, Pot, Joint, Reefer, Spleaf, Roach, Grass, Weed, etc.</del>
<del>Cocaine:</del>	<del>Coke, Blow, Snow, Flake, Crack, etc.</del>
<del>Methaqualone:</del>	<del>Quaaludes, Ludes, etc.</del>
<del>Opiates:</del>	<del>Heroin, Codeine, Morphine, Opium, Dover's powder, Paregoric, Parepectolin, etc.</del>
<del>Phencyclidine:</del>	<del>PCP, Angel Dust, Hog, etc.</del>
<del>Synthetic Nareotics:</del>	<del>Methadone, Dolophone, Metadose, Propoxyphene, Darvocet, Darvon N, Dolene, etc.</del>

~~The following cutoff concentrations shall be applicable to determine whether specimens are negative or positive for the following drugs or classes of drugs:~~

	<del>Initial Test</del>	<del>Confirmation</del>
	<del>ng/ml</del>	<del>ng/ml</del>
Total Cannabinoid Metabolites	50	15
Total Cocaine Metabolites	150	100
Opiates	2000	2000
Hydrocodone/Hydromorphone	300	100
Oxycodone/Oxymorphone	100	100
6-Acetylmorphine	500	250
Phencyclidine	25	25
Barbiturates	300	150
Benzodiazepine	300	150
Amphetamines	500	250

TA by SEIU:

*JCB*

Date:

7/18/27

TA for the CWPB:

*JVR*

Date:

7.18.23

Tentative subject to approval and ratification by the City and Union

Methamphetamines	500	250
MDMA/MDA	500	250
Methaqualone	300	150
Methadone	300	150
Propoxyphene	300	200

~~Alcohol shall be confirmed positive if both the initial and confirmation tests reveal an alcohol content of .04 or higher or .02 for drivers who are under 21 years of age.~~

~~**NEW DRUGS** - New drugs will automatically be added to the list of controlled substances based on amendments to the Florida Statutes and/or any federal law, rule, regulation or procedure.~~

#### ~~M. PRESCRIPTION DRUGS~~

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

<del>Alcohol:</del>	<del>All liquid medications containing ethyl alcohol (ethanol). Read the label for alcohol content.</del>
<del>Amphetamines:</del>	<del>Pbetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Lonamine, Fastin.</del>
<del>Cannabinoids:</del>	<del>Marinol (Dronabinol, THC).</del>
<del>Cocaine:</del>	<del>Cocaine, HCl topical solution (Roxanne)</del>
<del>Phencyclidine:</del>	<del>Not legal by prescription</del>
<del>Methaqualone:</del>	<del>Not legal by prescription</del>
<del>Opiates:</del>	<del>Paregoric, Parepectolin, Donnagel PG, Norphine, Tylenol with Codeine, Emperine with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxano (morphine sulfate), Percodan, Vicodin, Tussiorganidine, etc.</del>
<del>Barbiturates:</del>	<del>Phenobarbitol, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorianl, Fioricet, Esgic, Butisol, Mebarel, Butabarbital, Butalbital, Phrenilin, Triad, etc.</del>
<del>Benzodiazepine:</del>	<del>Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tanzene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.</del>
<del>Methadone:</del>	<del>Dolophone, Metadose, etc.</del>
<del>Propoxyphene:</del>	<del>Darvocet, Darvon N, Dolene, etc.</del>
<del>An employee or job applicant who is contacted by the MRO may confidentially report the use of prescription medication(s) because the presence of these medications in the body may have affected the outcome of the test.</del>	

#### ~~N. DRUG TESTING LABORATORIES~~

~~All testing of specimens for the presence of illegal/illicit drugs will be performed by a state-approved testing laboratory. All testing for alcohol will be performed by a Certified Breath Alcohol Technician using a Certified Breath Alcohol Testing Device.~~

#### ~~O. FEDERAL CONTROLLED SUBSTANCES ACT~~

TA by SEIU:

*JSP*

Date:

*7/18/23*

TA for the CWPB:

*JR*

Date:

*7.18.23*

Tentative subject to approval and ratification by the City and Union

~~The use by City employees of any illegal drug under the Federal Controlled Substances Act U.S.C. Title 21, Section 812 is prohibited. The use of marijuana by City employees including medical marijuana with or without a prescription is prohibited. A prescription for medical marijuana is not accepted as a valid explanation or defense for an employee's positive drug test result. Marijuana or drug paraphernalia of any kind is prohibited on City property.~~

TA by SEIU:



Date:

7/18/27

TA for the CWPB:



Date:

7.18.23

Tentative subject to approval and ratification by the City and Union

ARTICLE 31. DURATION OF AGREEMENT

Section 1.

Except as provided otherwise herein, subject to ratification by the Union and the City Commission of the City of West Palm Beach, this agreement shall be effective October 1, 2023 and shall continue in force and effect until its expiration date, September 30, 20263.

Section 2.

Negotiations for a successor agreement shall commence no later than ~~on or about~~ March 1, 20236, and may commence earlier than March 1, 2026 if mutually agreed upon by both parties. . Both parties shall discuss ground rules for negotiations at the first meeting and the general concepts of contractual changes to be proposed by both parties during negotiations in an effort to identify potential common areas for future agreement and process.

Should the City and the SEIU not reach a settlement for a successor agreement by September 30, 20263-then nothing in this agreement shall be construed to require the payment of wage increases of any kind.

TA by SEIU: GER Date: 7/16/23 TA for the CWPB: JUR Date: 7.18.23  
Tentative subject to approval and ratification by the City and Union