

AGREEMENT
BETWEEN
CITY OF BOYNTON BEACH, FLORIDA
AND
PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION
POLICE SERGEANTS

OCTOBER 1, 2007 – SEPTEMBER 30, 2010

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PREAMBLE

This Agreement is entered into by the City of Boynton Beach, Florida, hereinafter referred to as the "City" and Palm Beach County Police Benevolent Association, located in West Palm Beach, Florida, hereinafter referred to as the "PBA", for the purpose of setting forth the Parties' Agreements regarding rights, wages, hours, terms, and conditions of employment, and benefits.

ARTICLE 1
RECOGNITION

Section 1. The City of Boynton Beach hereby recognizes the PBA as the exclusive collective bargaining agent with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. The term “member” or “employee” will mean any member of the bargaining unit.

Section 2. The bargaining unit for which this recognition is accorded is as defined in the certification granted by the Public Employees Relations Commission dated September 16, 2002, and comprises all full-time police sergeants with the City of Boynton Beach. Excluded are all other employees of the City.

Section 3. The City agrees that all correspondence, communication, or notice required by law or otherwise pertaining to bargaining unit members’ wages, hours, and terms and conditions of employment shall be directed to:

John Kazanjian, President
Palm Beach County Police Benevolent Association, Inc.
2100 N. Florida Mango Road
West Palm Beach, Florida 33409
Attention: General Counsel

ARTICLE 2

NO STRIKE OR LOCK-OUT

Section 1. "Strike" means the concerted failure to report for duty, the concerted absence of Sergeants from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of Sergeants from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, picketing or demonstrating in furtherance of a work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

Section 2. Neither the Union, nor any of its officers, agents and members, nor any employee organization members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage of work, illegal picketing, or any other interruption of the operations of the City.

Section 3. Each Sergeant who holds a position with the City occupies a position of special trust and responsibility in maintaining and bring about compliance with this Article and the strike prohibition in Florida Statutes 447.505 and the Constitution of the State of Florida, Article 1, Section 6. Accordingly, the Union, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other employees and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

Section 4. Any or all Sergeants who violate any provisions of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the City.

ARTICLE 3

NON-DISCRIMINATION

The City will not interfere with the rights of sergeants to become members of the PBA, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any sergeant because of membership or because of any activity in any official capacity on behalf of the PBA. The PBA shall not discriminate against any bargaining unit member who fails to join the PBA, as provided by law.

The City and the PBA oppose discriminatory behavior of any nature. The City and the PBA shall work jointly to eradicate discriminatory conduct in the work place. To that end, the City and the PBA agree that bargaining unit members have an affirmative duty to act against discriminatory behavior when it occurs in their presence or comes to their attention. Discriminatory conduct by an employee can result in disciplinary action up to and including termination. Discriminatory conduct means any communication, verbal or non-verbal, which is unwelcome, objectionable, or not acceptable, desired, or solicited and relates to race, sex, color, religion, national origin, handicap, familial status, sexual orientation, age, or marital status.

ARTICLE 4

DUES DEDUCTION

Upon receipt of notice from the PBA and approved by the City which has been voluntarily executed by a City employee who is a member of the bargaining unit, the City will deduct from the pay due to the employee, those dues and uniform assessments required to retain PBA membership as certified by the PBA. The total amount of deductions shall be remitted each month by the City to the Treasurer of the PBA. This authorization shall remain in full force and effect during the term of this agreement or for thirty(30) days after notification of the revocation of the authorization to deduct by the employee.

ARTICLE 5

PBA REPRESENTATION

Section 1. Neither Party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other Party.

Section 2. The City shall recognize elected PBA representatives for the purposes of bargaining and any bargaining team members shall be permitted to attend bargaining sessions which may occur during their regular tours of duty without any loss of pay. The City shall not be required to provide overtime to any employee attending negotiations.

The Union representative must be a member of the bargaining unit.

Section 3. When acting in their capacity as PBA representatives within the Department and not on behalf of themselves, employees shall not be obligated to observe the Departmental chain of command. A representative may not refer an issue outside of the department without first presenting it to a senior staff officer. This shall not relieve employees from observing the Departmental chain of command except for receiving approval of release time with regard to their duty-related activities, notwithstanding their position as a PBA Representative.

ARTICLE 6

BULLETIN BOARDS

Section 1. The PBA shall be provided with the use of a Sergeant's PBA bulletin board space at one (1) location in the police building.

Section 2. The PBA agrees that it shall use the space on the bulletin boards only for the purposes of posting notices of PBA meetings; notices and results of PBA elections; reports of PBA committees; rulings or policies of the PBA; recreational and social affairs of the PBA, and notices by public bodies.

ARTICLE 7
REPRODUCTION

The City will post the Agreement on the City's shared drive.

ARTICLE 8

RIGHTS OF BARGAINING UNIT MEMBERS UNDER INVESTIGATION

The City of Boynton Beach agrees that in the investigation of all bargaining unit members all rights articulated in Florida Statutes, Section 112.532 and Section 112.533 (as amended from time to time) will be observed and practiced. The PBA may post a copy of Sections 112.532 and 112.533, Florida Statutes on the bulletin boards referenced in Article 6.

ARTICLE 9

MANAGEMENT RIGHTS

Section 1. The PBA recognizes that except as provided in this Agreement and by law the City has the exclusive right to manage and direct the Police Department. Accordingly, but not by way of limitation, the City retains the exclusive right to:

- A. To establish procedures to hire, promote, and lay off employees.
- B. Discharge and suspend employees for cause.
- C. Transfer employees from one location to another, one shift to another, or one starting time to another.
- D. Establish and change the starting and quitting times and the number of hours and shifts to be worked.
- E. Assign and reassign employees.
- F. Schedule and change the work to be performed by employees.
- G. Formulate, implement and change Departmental policy, rules, regulations, and directives which are not in conflict with the specific provisions of this Agreement or the law.
- H. Introduce new services, procedures, materials, facilities and equipment.
- I. To require employees to submit to physical, medical, and psychological testing to determine fitness for duty. No bargaining unit member shall be ordered to submit to physical, medical or psychological testing to determine fitness for duty without such testing being approved by the Police Chief and the City Manager.
- J. Determine and change the equipment and materials provided to or not provided to employees.
- K. Add to or change the qualifications necessary for any job classification.
- L. Create, alter or disband any Departmental unit or transfer members based upon the needs of the Department as determined by the Chief.
- M. The City is a Drug Free Workplace and has established a Drug Free Workplace Policy. The City supports random drug testing for all bargaining unit members. The City

reserves to itself the power to order employees to submit to reasonable suspicion or random drug testing, subject to compliance with the testing/sample handling procedures as set forth in Florida Statute and the Florida Administrative Code, as referenced in the City's Drug Free Workplace Policy. The City agrees to use State certified laboratories for all drug testing.

If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement or limited by law shall remain with the City.

Section 2. In the event of any change over which the City may have an obligation to bargain concerning an impact of the change, the change may be implemented after said impact bargaining.

ARTICLE 10

DISCIPLINE

Section 1. The Parties recognize that the interests of the community and job security of the bargaining unit members depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the PBA encourage to the fullest degree, behavior which is positive and supportive of the goals of effective municipal management and public safety. The Parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

Section 2. No bargaining unit member shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following disciplinary actions shall be utilized and, depending on the severity of the offense, the first action may be at any appropriate level including dismissal.

- A. Written Reprimand
- B. Suspension Without Pay
- C. Demotion
- D. Dismissal

Section 3. Any bargaining unit member who has been promoted who, thereafter, is demoted shall be returned to the position and shift he or she occupied immediately prior to the promotion or to a position and shift consistent with his or her seniority as a sworn officer with the Police Department, whichever is more favorable for the member. Personnel re-entering the bargaining unit as provided above shall be placed in their respective Step Pay Plan based upon their completed years of sworn service with the City of Boynton Beach Police Department at the time of demotion.

Section 4. No bargaining unit member shall be subject to demotion , termination, or a suspension without pay of more than two (2) days without first being afforded the right to a pre-determination conference with the City Manager.

ARTICLE 11

RATE OF PAY

Section 1.

		OCT 1 2007	OCT 1 2007	APRIL 1 2008	OCT 1 2008	APRIL 1 2009	OCT 1 2009	APRIL 1 2010
		ADJUSTMENT	COLA	MERIT RAISE	COLA	MERIT RAISE	COLA	MERIT RAISE
	STARTING	\$66,500.00	\$66,500.00	\$67,497.50	\$68,847.45	\$70,224.40	\$71,628.89	\$73,061.46
S	Step 2	\$72,242.86	\$72,242.86	\$73,326.50	\$74,793.03	\$76,288.89	\$77,814.67	\$79,370.96
G	Step 3	\$75,114.29	\$75,114.29	\$76,241.00	\$77,765.82	\$79,321.14	\$80,907.56	\$82,525.72
T	Step 4	\$77,985.72	\$77,985.72	\$79,155.51	\$80,738.62	\$82,353.39	\$84,000.46	\$85,680.47
S	Step 5	\$80,857.15	\$80,857.15	\$82,070.01	\$83,711.41	\$85,385.64	\$87,093.35	\$88,835.22
	Step 6	\$83,728.58	\$83,728.58	\$84,984.51	\$86,684.20	\$88,417.88	\$90,186.24	\$91,989.97
	Step 7	\$86,600.01	\$86,600.01	\$87,899.01	\$89,656.99	\$91,450.13	\$93,279.13	\$95,144.72

Section 2. The pay plan will be implemented as follows starting on Oct 1 2007. Each SGT's base wage will be adjusted according to the column labeled "adjustment." The "step" they fall into will be determined by how many years in rank they have completed as of Oct. 1, 2007. Thus if a SGT has completed 3 years in rank as a SGT he/she will be adjusted to STEP 3 starting pay and continue through the plan using their date of promotion as opposed to date of hire to determine when a year has been completed. The pay plan is based on COLA raises on Oct 1st 2008 & 2009, as well as a pay-per-performance raises on April 1st 2008,2009,2010. Should a SGT be already making a base wage above that step they fall into they will proceed to the first step that affords them a raise to their base wage and proceed though the scale from there. Therefore, a SGT promoted 10-20-03 would be raised to STEP 5 and proceed through the plan as a 5 yr SGT from Oct. 1, 2007 on. This will occur for SGT's promoted 10-20-03 (adjusted to step 5), SGT promoted 5-3-04 (adjusted to step 5), SGT promoted 1-17-06 (adjusted to step 5), SGT promoted 1-17-06 (adjusted to step 4), and SGT promoted 4-18-06 (adjusted to step 4). SGT promoted 10-20-03 would then be paid as follows assuming he had satisfactory or higher evaluations along the way: October-1-2007 he would be adjusted to \$80,857,15. On April-1-2008 he would go to \$84,984.51; October-1-2008 = \$86,684.20; April-1-2009 = \$91,450.13; October-1-2009 = \$93,279.13; April-1-2010 = \$95,144.72.

See Appendix A for Examples 1 through 5

Section 3. In the event of the passage of a State Constitutional Amendment or State Legislative Enactment which will alter or affect the flow of revenue to the City during the term of this Agreement, the wage/rate of pay articles of the Agreement may, at the written request of the City, be reopened for negotiations.

Reopened negotiations shall commence and be concluded within forty-five (45) calendar days of the date the City gives written notice to the PBA of the City's request to reopen negotiations. If an agreement is not reached within forty-five (45) calendar days, the negotiations shall be deemed at impasse and the impasse issue shall be submitted to the City Commission at the second City Commission meeting following the expiration of the forty-five (45) days. The City and the PBA waive the appointment of a special magistrate to resolve the impasse issues in accordance with the provisions of 447.403, Florida Statutes.

During the negotiations and the impasse process, if any, the base wages of bargaining unit members will be frozen at the levels in place at the time the City requests to reopen negotiations and no subsequent base wage increases will occur except as thereafter negotiated by the City and the PBA, or, in the event the reopened negotiations do not result in a ratified agreement, as imposed by the City Commission through the impasse process.

ARTICLE 12

WORKERS COMPENSATION AND DUTY DISABILITY

Section 1. A bargaining unit member covered by Florida Statute, Chapter 440, Workers' Compensation, and in accordance with provisions set forth hereunder, shall be authorized to be absent from work due to injury or illness incurred while on duty, and directly related to work performed, until he or she reaches maximum medical improvement or two (2) years, whichever comes first.

Section 2. Sworn bargaining unit members who sustain a serious injury on-duty while in fresh pursuit (as defined in §112.19(d), Florida Statutes (2003)) or in the apprehension of a violent person, or who sustain a serious injury while engaged in law enforcement activities will receive a supplement to their workers' compensation that will provide 100% of their base salary for up to one hundred eighty (180) calendar days UNLESS OTHERWISE NEGOTIATED IN A WORKERS COMPENSATION PROCEEDING.

Section 3. Bargaining unit members absent from work due to injury or illness unrelated to the performance of duty, shall have twelve (12) months to return to full duty.

ARTICLE 13

CALL-BACK PAY

Section 1. The Department shall develop a call-back policy, based on seniority, which provides for the following:

- A. Shift vacancies or vacancies created by special events or other exigent situations will be filled by sergeants from the off-going shift or those currently on duty.
- B. In the event that vacancies cannot be filled by on duty, off going sergeants, those sergeants who are not on duty will be offered the vacancy through a “seniority wheel” process. Sergeants will be called in order of seniority until the vacancies are filled. On the next occasion where a vacancy is to be filled by other than an on duty, off going sergeant, the starting point on the seniority list will be the name of the sergeant immediately after that sergeant who elected to fill the last vacancy utilizing the “wheel” procedure.
- C. No employee shall work more than 16 hours in any 24 hour period absent a designated emergency.

Section 2. On duty, off going sergeants who elect to fill a vacancy on the upcoming shift will be paid at time and one-half of the regular rate of pay for each hour actually worked past their normally assigned shift.

Section 3. Sergeants who elect to fill a vacancy on the upcoming shift and who were not on duty immediately preceding the vacancy to be worked, will be paid at time and one-half their regular rate of pay for each hour actually worked with a minimum payment of three hours at the overtime rate.

ARTICLE 14

STAND-BY PAY

Section 1. Employees directed to be on operational stand-by status must be able to respond to a specified location on duty within one (1) hour and shall be compensated for one hour at time and one-half (1 1/2) the employee's regular rate of pay for each day (24 hour period) on call.

Section 2. In the event the bargaining unit member on call responds for duty, the bargaining unit member shall receive, additionally, Call-Back pay as provided in Article 13.

ARTICLE 15

COURT APPEARANCES

Section 1. When required to respond to court, deposition, subpoena, or any other judicial or administrative proceeding arising out of a member's duty as a police officer, and not involving the officer as a plaintiff or whose interest is affected by the plaintiff, the employee shall be paid a minimum of three (3) hours per day at time and one-half (1 1/2) the employee's regular rate of pay, unless such court appearance occurs during the employee's regular working hours.

Section 2. If court appearance is contiguous with the end of the employee's shift, court time shall be compensated as any other over time assignment.

Section 3. When a member has been ordered to remain on standby for court appearance purposes during the member's off-duty hours, he/she shall be compensated at a minimum of one hour at time and one-half (1 1/2) the member's regular rate of pay for the first hour and one-half (1/2) the member's regular rate of pay for all remaining hours.

ARTICLE 16

BEREAVEMENT LEAVE

Section 1. In the event of the death of the parent, foster parent, sibling, spouse, child, grandparent, grandchild, mother or father-in-law, sister or brother-in-law, grandparents of spouse, domestic life partner, and any permanent family member of the household such employee shall be entitled to paid compassionate leave not to exceed three (3) consecutive working days for any one death. However, if it is necessary for the employee to leave the State of Florida in connection with the funeral of the deceased, five (5) working days compassionate leave shall be allowed. Additional leave may be authorized by the Chief or his/her designee on a case-by-case basis, except that such additional leave shall be debited against the employee's accrued sick or annual leave.

Section 2. Employees must verify, in writing attendance at an out-of-state funeral in order to be eligible for benefits under this Article. The City Manager may grant additional leave under this Section.

ARTICLE 17

SICK LEAVE

Section 1. Sick leave is earned and accrued on an hourly basis. Employees shall earn ninety-six (96) hours of sick leave per year at the rate of eight (8) hours per month. Use of sick leave will be charged against a member's bank of accrued time on an hour for hour basis. The use of sick leave shall be in accordance with the City of Boynton Beach Personnel Policy Manual. Upon retirement or separation of service with the City of Boynton Beach, all accrued sick leave will be paid out at the rate of 50%.

Section 2. Employees who have more than one-hundred-twenty (120) hours of sick leave as of October 1, of any contract year, may convert 50% of the excess over one hundred twenty (120) hours to a cash straight time payment not to exceed one hundred (100) hours in the contract year. Those hours over one hundred twenty (120) hours not converted in this contract year may be converted in the next contract year.

Section 3. It shall be the policy of the City to permit an employee to donate accrued sick leave time to another employee, provided the contributing employee has at least 120 hours accrued sick leave, whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time, when that employee has exhausted all accrued sick leave and annual leave to the equivalent of his/her current annual earned vacation rate. Extraordinary circumstances shall be defined as lengthy hospitalization, extended illness or injury of the member or the member's immediate family.

Section 4. Sick leave use for medical appointment is permissible and should be scheduled at least 48 hours prior to the appointment when possible.

Section 5. No member shall be placed on restricted sick leave prior to being counseled by the Division Commander informing the member of the reasons and allowing them an opportunity to explain the situation. If after counseling a problem continues, the member will be notified in writing and placed on restricted sick leave. A member will be on restricted sick leave for a period of six (6) months. At the end of six months, the member will be advised in writing if the Department intends on extending the restricted sick leave.

Section 6. At the employee's option, provided the contributing employee has at least 120 hours of accrued sick leave, the employee may convert sick time to vacation time not to exceed forty (40) hours, to be transacted on the first month of the calendar year.

Section 7. Each bargaining unit member covered by this Agreement is eligible to receive 1 shift worth of hours of additional leave for continuous attendance at work at the completion of each calendar quarter that the bargaining unit member has not used sick leave during the previous quarter, nor has been absent from work or on leave, other than those paid leave categories recognized in this document. Bonus days shall be counted as vacation leave and subject to the provisions set forth for use of vacation.

ARTICLE 18

VACATION

Section 1. Vacation is earned and accrued on an hourly basis. Each full time employee shall earn vacation leave at the rates shown in the schedules outlined below. Use of vacation leave will be charged against a member's bank of accrued time on an hour for hour basis. A bargaining unit member shall, upon termination of employment with the City, be paid for unused accumulated vacation leave. For all bargaining unit members:

<u>Years of Service</u>	<u>Vacation Hours Per Year</u>
1	96
2 - 3	120
4	128
5	136
6	144
7	152
8	160
9	168
10 - 15	176
16 - 20	192
21+	200

Employees may accrue vacation leave to a maximum of the level earned in the most recent two employment years. However, any amount over the allowable maximum that has not been used during that fiscal year (October 1 – September 30) will be forfeited as of September 30.

Section 2. Seniority will prevail in the granting of vacations.

Section 3. Vacation requests may be submitted from forty eight (48) hours to thirty (30) days in advance. In the event of conflicting requests for vacation dates, the senior member's request shall prevail if it was submitted twenty one (21) days prior to the date or dates requested. Vacations of three (3) consecutive shifts or less may be made within twenty-four (24) hours advance notice, provided that the City incurs no overtime in the granting of such request.

Section 4. Requests for emergency vacation leave shall be individually considered by the Chief of Police.

Section 5. No member shall be denied vacation nor shall vacation privileges be suspended or canceled except as specifically set forth in this Agreement or in time of declared emergency, as defined in this Agreement.

Section 6. All sergeants shall receive, in addition to the existing vacation accruals, 60 hours of personal time (non-accumulative and cannot create an overtime situation). Denial of a request for usage is not grievable.

Section 7. Personal time is to be used in the same manner as vacation, however, personal time shall not be accumulated from year to year and shall not be included in termination pay.

ARTICLE 19

HOLIDAYS

Section 1. Holidays will be in accordance with the City of Boynton Beach Personnel Policy Manual.

Section 2. Employees shall be paid for legal holidays. Those employees who work on a holiday shall also be at time and one-half rate. Those employees who are scheduled off for the holiday will be paid at straight time. Employees must work their regular work days immediately before and after the holiday in order to receive pay for the holiday or be in an authorized with pay status immediately before and after the holiday.

Section 3.

- A. Holiday Conversion. Under this Article a member may elect not to receive holiday pay as outlined in Section 2 above, but instead to have the equivalent straight time holiday hours added as a lump sum to their accrued vacation balance.
- B. Members who sign up for this section must do so between October 1st and October 31st of each contract year via memo to the Division Commander.
- C. Members exercising this option for conversion will be paid only straight time for the hours worked on the holiday.
- D. Members whose regular days off are on a holiday will receive their normal weekly pay.
- E. Members leaving service with the Department and City who participated in the Holiday Conversion plan will owe the City for those holidays for which they were already compensated either through loss of vacation credits or deduction from funds due from the City.

- F. Members may elect to take the holiday off and at their option deduct eight (8) hours vacation or take the holiday off without pay.

ARTICLE 20

FUNERAL EXPENSES

Section 1. The City will make a payment of \$10,000.00 to the beneficiary of bargaining unit employees considered by law to have expired in the line of duty.

Section 2. All employees shall, on a form to be supplied by the Chief of Police or his authorized representative, designate by name and address, the individual to whom such funds are to be paid.

ARTICLE 21

MEDICAL EXPENSES

Section 1. Members of the Bargaining unit will be responsible for scheduling and completing a physical examination every other year beginning in October 2008. Physicals will be completed by a medical doctor (M.D. or D.O.) and will be conducted at the officer's expense not to exceed \$100.00. The City will not be responsible for expenses if they exceed \$100.00 and if this occurs, the physical exam and its expense will be a voluntary item for the bargaining unit member. The results of the physical will be reported to the City on a form approved by the City for such purpose.

Section 2. Any condition of disability resulting from Hepatitis, Acquired Immune Deficiency Syndrome (AIDS), Tuberculosis, Meningococcal Meningitis, or Herpes Simplex 1, established to have been occurred in the line of duty shall be covered the same as any other duty injury.

Section 3. The City shall provide an immunization schedule during the life of this Agreement for any member who wants to be immunized for Hepatitis Type – B. It is incumbent upon the bargaining unit member to notify the Department should they desire said immunization. Said immunization shall be administered by medically qualified personnel.

Section 4. The City shall bear the costs of lead testing for the Range Instructor(s).

Section 5. The City will provide for AIDS and Hepatitis screening in all instances where a member is exposed to situations/persons presenting a biological contamination threat. Results of these tests will be kept confidential.

ARTICLE 22

UNIFORMS

Section 1. The City will supply those parts of the uniform that the City requires police sergeants to wear on duty. The City will supply replacements for the parts of the uniform when replacement is appropriate, as determined by the Chief of Police, and if adequate funds are available in the City's budget.

Section 2. Effective on the date of the approval of this Agreement, sergeants who are members of the bargaining unit and assigned to plain clothes duty will receive a maximum of \$1,600.00 per contract year, paid in \$400.00 installments at the end of each quarter and pro-rated as appropriate when assigned during each quarter to plain clothes duty. This allowance shall commence from the date of assignment on a pro-rata basis.

Section 3. Sergeants assigned to plain clothes duty for more than three (3) months at a time will receive a clothing allowance in accordance with the above for the three (3) months and pro-rated thereafter.

Section 4. The City will bear the cost of cleaning ten (10) issued uniform pieces per week for the contract year. The City shall designate the only approved dry cleaning establishment. Plain clothes Sergeants shall be given a cash cleaning supplement reasonably equivalent to that of the uniformed sergeant. This will be paid at the end of each quarter of the contract year. This allowance shall commence from the date of assignment on a pro-rated basis.

Section 5. Sergeants assigned to plain clothes duty for more than three (3) months at a time will, for that three months period, be given a cash cleaning supplement equivalent to that given sergeants

and pro-rated thereafter. These payments for sergeants assigned to plain clothes duty will substitute for the normal cleaning allowance for sergeants.

ARTICLE 23

PERSONNEL RECORDS

Section 1. All personnel records shall be maintained within the limits of and in accordance with the provisions of the Public Records Law.

Section 2. Consistent with State law, the City agrees that upon request, a member shall have the right to inspect his or her own personnel records whenever or however kept. The member shall have the right to make duplicate copies of his or her own records at no expense to the member. No record shall be hidden from a member's inspection and members shall have the right to allow anyone of his or her choosing to inspect the personnel records with written authorization. Members shall have the right to inspect any and all records used to evaluate, promote or in any other manner, classify or direct an employee within the provisions of the Public Records Law.

Section 3. A personnel file for all bargaining unit employees is maintained by the City Human Resources Department. The City will purge these files of disciplinary actions in accord with the appropriate Florida State Statute. The purging will take place when the Human Resources Department notes that it is time for a record to be purged or when an employee, in writing brings the matter to the attention of the Human Resources Director. An employee may request, in writing, that specific items be added to his/her Personnel file.

Section 4. All citizen complaint files and Internal Affairs investigations will be governed by Florida State Statutes and the Public Records destruction guidelines.

Section 5. All bargaining unit members covered by this Agreement must be notified in writing (E-mail is acceptable notification) when someone other than a City employee requests to review the bargaining unit members' personnel/I.A. file.

ARTICLE 24

HOURS OF WORK AND OVERTIME

Section 1. The normal hours of work for bargaining unit members not assigned to the 11.5 hour day shall be five (5) days per week at eight (8) hours per day, or four (4) days per week at ten (10) hours per day. Time and one-half shall be paid for all hours worked above forty (40) hours per week except as provided below.

For those members assigned to an 11.5-hour day, the normal work period is a twenty-eight day, one-hundred-seventy one hour work cycle. Time-and-one-half shall be paid for all hours actually worked above 171 hours in that cycle.

For the purpose of calculating hours worked for overtime purposes, only the following categories of leave shall be treated as hours worked:

- A. Hours actually worked
- B. Authorized leave for training or school.

Section 2. No work schedule, days off, hours of work, etc., shall be changed primarily for the purpose of avoiding the payment of overtime.

Section 3. No person shall be required to work more than sixteen (16) hours at one (1) time, except in a declared emergency. For the purposes of this section and this Agreement, an emergency shall be a natural disaster, (flood, hurricane, etc.) or man-made disaster (riot, mass civil unrest, etc.) or other incident which directly threatens the health and safety of the citizens of Boynton Beach.

Section 4. One Sergeant per uniform services platoon per day will serve in the capacity of Administrative Sergeant and shall be entitled to receive 30 minutes of overtime pay for performance of tasks generic to their position such as organization, shift preparation and review of subordinates' work.

ARTICLE 25

SHIFT SELECTION

Section 1. The Chief of Police or his/her designee shall have discretion to determine the number of persons assigned to each shift and division within the Department.

Section 2. The City may designate the number of slots assigned to each shift. Thereafter the employees shall choose slots by seniority. The Department shall have discretion to change the junior sergeant for training purposes. The right to select shift shall not apply to probationary sergeants.

ARTICLE 26

SENIORITY

Section 1. Seniority shall be computed from the date of promotion to sergeant. If two (2) sergeants have the same date of promotion, the date of initial appointment to the service of the City as a police officer shall be the determining factor.

Section 2. Seniority shall accumulate during all authorized leaves.

Section 3. Seniority shall be the determining factor for the selection of vacations and overtime assignments.

Section 4. The City shall have the right to determine the number of sergeants assigned to each division and each shift.

Section 5. Bargaining unit members who are demoted, voluntarily or involuntarily, and thereafter regain the rank from which they were demoted, shall have their seniority in rank bridged upon completion of their promotional probation. This will be applied retroactively to all employees for the purposes of pay scale calculations.

Example: A sergeant with five (5) years in rank is demoted to police officer. After three (3) years as a police officer, the former sergeant is promoted again to sergeant. Upon completion of his or her probationary period, the subject sergeant is a six-year sergeant; that is, he or she has six (6) years seniority in rank for purposes of the pay scale only and will not apply to call signs in rank.

Section 6. It is understood and agreed that bargaining unit members who separate from employment with the Boynton Beach Police Department and thereafter return to employment shall not be permitted to bridge seniority.

ARTICLE 27

TRANSFERS AND SHIFT CHANGES

Section 1. No member shall be transferred nor have his/her shift or schedule changed, including days off, except in time of emergency, as elsewhere defined in this Agreement. If a member suffers a transfer or shift change, as defined in this Agreement, without the consent of the employee, all time worked on the first newly assigned shift or workday shall be at the overtime rate.

Section 2. Members may request to exchange shifts, provided that the exchange is approved by the member's supervisor. Such approval shall not be unreasonably withheld. The City shall not be obligated to pay overtime to accommodate the exchange.

ARTICLE 28

GROUP INSURANCE

Section 1. The City shall pay the premium for a Fifty Thousand Dollar (\$50,000.00) life insurance policy to all bargaining unit members at no expense to the employee. The policy shall bear a double indemnify provision for death occurring in the line of duty. This shall be in addition to any other benefits required by State or Federal law.

Section 2. Medical Insurance

The City shall pay the total medical, hospitalization, and dental insurance premium for all unit members. The members will pay the full cost of medical, hospitalization and dental insurance for their dependents. Existing coverage levels and benefits shall remain in effect at least until September 30, 2008. However in the event the City can provide for alternative benefits options for employees then the health insurance coverage for the employee and their dependents may be amended from time to time. In this connection, should the employees' cost to provide dependant coverage for their dependants increase more than 15% during any fiscal year, the City agrees to open this Article for the purpose of impact bargaining. The review and selection of insurance coverage shall be made on an annual basis by the City. To that end, the City will form an insurance advisory committee to be comprised of an equal number of non-represented members who are appointed by the City Manager and two members from each of the City's bargaining units. Bargaining unit representatives shall be designated by the PBA. The final decision regarding selection of insurers is reserved to the City, but the City shall strongly consider input and recommendations from the insurance advisory committee.

Section 3. Life Insurance

Members of the bargaining unit shall be covered by \$35,000 of group life insurance with the premium paid by the City.

Section 4. Dental Insurance

A group dental insurance program will be provided by the City and the City will pay the premium for employees and \$7.00 per month of the premium for family coverage.

ARTICLE 29

TRAINING AND TUITION REIMBURSEMENT

Section 1. All training required of the sergeant by the Police Department when off duty will be compensated at time and one half, except for training or travel activities that are off site and considered to be seminars, conferences, and special programs where expenses incurred are paid for by the City.

Section 2. Weapons Training

The content and course of weapons training will be established by the Chief of Police. Each member will be allowed three opportunities to meet prescribed qualification standards. If a sergeant does not qualify in three attempts, he or she will be required to qualify on their own time and expense to remain eligible for employment as a sergeant.

Section 3. College Tuition Reimbursement

A. The City will provide for those members who attend colleges and/or universities an incentive of paid tuition and books based upon the grade received for that class. The member is to pay for the tuition and books and be reimbursed, at state college/university rates. Employees who were already in the college tuition reimbursement program as of April 1, 2005 who are attending private schools are grandfathered in at private school rates. Reimbursement rate percentages are as follows:

"A" equals 100% of tuition and books

"B" equals 100% of tuition and books

"C" equals 50% of tuition and books

College and/or university programs must be initially approved by the City Manager and must be a part of a program leading to an acceptable Associates, Bachelor or Master degree with a curriculum directly related to the Police profession.

The Chief will make a recommendation to the City Manager who will have final approval for the courses, degree program and payment.

B. The City shall pay tuition and books reimbursement even if a course is not part of a program leading to a degree providing that the course is job related and approved by the City Manager prior to registration for said course.

Section 4. The City shall provide reimbursement for authorized expenses associated with training and special schools attended by the officer through approval of the Department.

ARTICLE 30

DEPARTMENTAL POLICIES, RULES AND REGULATIONS

Section 1. It is agreed and understood that the Police Department currently has policies, rules and regulations governing employment. The formulation, amendment, revision and implementation of any rule shall not be arbitrary or capricious. In the event of a conflict between the rules and specified provisions of this Agreement, the Agreement shall control.

Section 2. In the event the City intends to amend or revise an existing rule or intends to implement any new rule, it shall give notice to the PBA as required by law and this Agreement.

ARTICLE 31

SPECIAL DETAILS

Section 1. Off-duty police employment shall be defined as any police-related duty that is performed or administered by a sworn employee which is paid for by a private entity, through the City of Boynton Beach.

Section 2. When City facilities are used by other agencies or persons, any desired security arrangements shall be at the option of the user. If the user and/or the City determines that certified police officers are to be required at any public event, only Boynton Beach Police Department personnel shall be used.

ARTICLE 32

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member or the PBA which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

Section 2. Grievances concerning working conditions not specifically covered by the terms and provisions of this Agreement shall be subject to the grievance procedure up to, but not including, arbitration.

Section 3. In the event a grievance should arise as to the interpretation or the application of the terms of the Agreement or departmental regulations, the said dispute or grievance shall be dealt with in the following manner. Any grievance not answered by the City within the time limits provided below will automatically advance to the next higher step of the grievance procedure.

STEP 1

The aggrieved employee or an Association representative shall present the grievance or dispute in writing, setting forth the facts with particulars and the remedy sought, within ten (10) working days (Monday through Friday) of its occurrence or knowledge thereof, to the Chief of Police. The Chief of Police shall reply in writing within ten (10) working days (Monday through Friday) of receipt of the grievance or dispute. If the Chief of Police shall fail to respond in writing, the grievance is presumed to be denied and the employee or an Association representative may move to the next step.

STEP 2

If the Chief of Police replies and the aggrieved party or the PBA is dissatisfied, then the grievance may be submitted to the City Manager within ten (10) working days (Monday through Friday) of receipt of the Chief of Police's reply or when a reply was due, if none is submitted. The City Manager shall reply within ten (10) working days (Monday through Friday) of receipt of the grievance or dispute. If the City Manager shall fail to reply in writing, the grievance is presumed to be denied and the employee or an Association representative may move to the next step.

STEP 3

If the grievance has not been settled by Steps 1 and 2, the PBA or the City may refer it to arbitration within fifteen (15) working days (Monday through Friday) of receipt of the City Manager's reply or when a reply was due, if none is submitted. The PBA or the City will submit the matter to the Federal Mediation & Conciliation Service (FMCS) or the American Arbitration Association (AAA) for a list of nine (9) arbitrators from which one (1) shall be selected.

The arbitrator's decision shall be in writing with a statement of findings and reasons. The decision of the arbitrator shall be final and binding on the Parties; provided that the arbitrator shall have no power to modify, amend, or alter this Agreement. The expense of the arbitrator shall be borne by the Parties.

Section 4. By agreement of both Parties, a meeting will be held at any step of the grievance procedure.

Section 5. Expedited Arbitration

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

- A. The selection of an arbitrator must be completed within fifteen (15) working days of receipt of an arbitrators panel provided by the FMCS. Failure to strike the arbitrators panel and select an arbitrator within fifteen (15) working days will result in the untimely Party's acceptance of the timely Party's selection of any arbitrator from the FMCS or AAA list provided.
- B. After an arbitrator has been selected, the arbitration hearing shall be held no later than thirty (30) days thereafter, unless the arbitrator is unavailable within this thirty (30) day period.
- C. Briefs, if any, must be filed with the arbitrator no later than thirty (30) days after the close of the Hearing or after receipt of the transcript, if a transcript is requested. By mutual agreement of the Parties, the transcript may be submitted to the arbitrator in lieu of briefs.
- D. The arbitrator shall render an Award within thirty (30) days of receipt of the briefs, if any, or of the transcript if the Parties have agreed to submit the transcript in lieu of briefs.

Section 6. The PBA and the City shall each bear its own expense in the arbitration proceedings, except that both Parties shall share equally the fee and other expenses of the arbitrator.

Section 7. Settlement of grievances prior to the issuance of an arbitration award shall not constitute a precedent nor shall it constitute an admission that the Agreement has been violated.

Section 8. Whenever a grievance is general in nature, in that it applies to two (2) or more bargaining unit members, or if the grievance is directly between the PBA and the City, the grievance may be presented in writing directly at Step 2 of the Grievance Procedure within fifteen (15) working days of the occurrence or knowledge of the occurrence or matter giving rise to the grievance. The grievance shall be signed by the aggrieved bargaining unit members or a PBA representative on behalf of all aggrieved PBA members.

ARTICLE 33

PAST PRACTICES

All employment practices listed below shall remain in effect:

- A. Locker room shower, gym.
- B. Shoes every six (6) months.
- C. Provide weapons, equipment, gear appropriate to assignment.
- D. Bullet proof vests.
- E. Jackets, raincoat, boots.
- F. Desk space, office supplies.
- G. Approved and required travel expenses.
- H. Use of City vehicles for court when available.
- I. Three (3) complete uniforms per year, as needed.

ARTICLE 34

ENTIRE AGREEMENT

The Parties agree that this Agreement constitutes the full and complete understanding of the Parties. This Agreement cannot be changed or altered unless it is by mutual consent by both Parties, in writing.

ARTICLE 35

PERSONAL VEHICLES

Section 1. When an employee is required to use his/her personal vehicle in the performance of police duties, said employee shall be reimbursed a mileage rate as established by City resolution, excluding mileage traveled to and from the normal work location.

Section 2. For the purpose of this Article, the performance of police duties shall include attendance at court, depositions, administrative hearings, conferences with City officials, schools and seminars.

ARTICLE 36

QUALIFICATIONS FOR A BARGAINING UNIT POSITION

Eligibility for hiring or promotion to a position in the bargaining unit shall be as follows:

- A. Three (3) years of continuous or bridged experience as a law enforcement officer with the City of Boynton Beach.
- B. Must possess on effective date of hire and thereafter maintain FDLE certification.
- C. Must possess on effective date of hire and thereafter maintain a Florida drivers license.

ARTICLE 37

TEMPORARY ASSIGNMENT

Section 1. Sergeants acting in the capacity of Watch Commander shall be paid seven percent (7%) above the sergeant's regular rate of pay.

Section 2. The provisions of this Article shall not apply to persons performing other than regular road patrol duties, including details.

ARTICLE 38

SAVINGS CLAUSE

Section 1. If any Article or section of this Agreement should be determined by a court of competent jurisdiction to be in conflict with any existing or subsequently enacted legislation or judicial decision, all other Articles and sections of this Agreement shall remain in full force and effect with it being presumed to be the intent of the Parties that the invalid language be stricken.

Section 2. In the event of such a determination, the Parties shall meet within thirty (30) days for the purpose of negotiating a substitute provision.

Section 3. All new promotions will have a one (1) year probationary term.

ARTICLE 39

CHEMICAL TESTING

The City agrees to use State Certified Laboratories for all drug testing. Drug and alcohol testing may be conducted on either a reasonable suspicion basis or at random. Standards for testing and retesting shall be as set forth in Florida Administrative Code, Florida Statutes and the Drug Free Workplace policy adopted by the City of Boynton Beach.

ARTICLE 40

DURATION OF AGREEMENT

This Agreement shall take effect when ratified by the members of the collective bargaining unit and the City Commission, and shall remain in effect until September 30, 2010 or the date upon which a successor Agreement is ratified, whichever is later. In the event a successor Agreement is not ratified by October 1, 2010, all of the provisions of this Agreement shall remain in full force and effect during the time intervening, including the periods during which the Parties are negotiating a successor Agreement and engaged in impasse proceedings, if any. Wage adjustments, including base wage, performance base pay, reduction and/or loss of assignment pay, are all retroactive to October 1, 2007.

ARTICLE 41

TAKE HOME VEHICLES

All bargaining unit members residing within twenty (20) miles of the City limits shall be provided a take-home car.

Assigned vehicles are not for personal use but for work only.

ARTICLE 42

LONGEVITY PAY

Section 1. In order to provide benefit incentives to long-term employees, giving recognition for continuous and meritorious service, longevity benefits are available as outlined below. Employees eligible are those who:

- a) have been employed with the City on a regular full-time and continuous basis for a minimum of five (5) years, and
- b) have an overall “Meets Standards” or above rating on the previous employee evaluation.

Employees will receive a cash Lump Sum Bonus as follows:

On the employee’s fifth (5th) anniversary a lump sum payment of \$500.00.

On the employee’s tenth (10th) anniversary a lump sum payment of \$1,000.00

On the employee’s fifteenth (15th) anniversary a lump sum payment of \$1,500.00

On the employee’s twentieth (20th) anniversary a lump sum payment of \$2,000.00

On the employee’s twenty-fifth (25th) anniversary a lump sum payment of \$2,500.00

This 25th anniversary payment will be added in this year of the contract so as a one time agreement that if any employee who has surpassed their 25th year of service and is not enrolled in the DROP plan will receive this payment on October 1, 2007. All other employees will receive this payment upon their actual 25th anniversary date.

Section 2. Any pay earned for Longevity Benefits is subject to required federal deductions.

Section 3. Benefits shall not be paid beyond termination payouts. Employees who terminate from City employment prior to their anniversary date will not be entitled to Section 1 benefits. Employees in the DROP plan are not eligible for longevity pay.

Agreed to this 25 day of OCTOBER, 2007, by and between the respective parties through the authorized representatives of the PBA and the City.

PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION

Witness

BY: [Signature]
John Kazanjian, President

Witness

[Signature]
Gary Lippman, General Counsel

CITY OF BOYNTON BEACH

Witness

BY: [Signature]
Mayor – Jerry Taylor

Witness

ATTEST:

Kurt Bressner
City Manager



[Signature]
Janet M. Prainito, CMC
City Clerk

APPROVED AS TO FORM: _____
City Attorney

[Signature]
Kurt Bressner, City Manager

Ratified By City Commission

Ratified by Union

10-16-07
Date

10-15-07
Date

Appendix “A”

Example 1: SGT “A” will have completed 2 years as a SGT as he was promoted on 2-28-05. Sgt. “A’s” base wage would be adjusted to 72,242.86 as he would be proceed through the plan as follows. On 4-1-08 he will go to 76,241.00, on 10-1-09 77,765.82, on 4-1-09 82,353.39, on 10-1-09 84,000.46, and on 4-1-2010 88,835.22.

Example 2: If a member of the Patrolman’s / Detectives union is promoted into this union it will happen as follows. A promotion will consist of a 10% increase to the employee’s current rate of pay. This will increase the employee’s rate of pay to a number that will inevitably fall between two steps of the plan’s designated pay rates for that date. To ensure the integrity of the plan no one will make a wage other then specified by the plan’s pay scale. This newly promoted employee will be placed into the higher of the two rates they fall between. Should a 10% increase leave that employee below the “starting” rate for that rank on that date, they will be brought to the starting salary for that rank and proceed through the plan accordingly. Two actual examples of this is would be: If Officer “J” was promoted on 6-1-08, his rate of pay would be 54,404.00 as he would be a patrolman with 4 years of complete service as of 6-1-08. He would receive a 10% increase to his base, making it 59,844.40. This would place him still below the starting SGT’s salary of 67,497.50 as of 4-1-08. He would then be placed into the SGT’s pay scale as a starting SGT as of 6-1-08 and that would be his date of hire or entry for calculations through his progression through the SGT’s pay scale. He would then proceed through the SGT’s scale as follows. 10-1-08 = 68,847.45, 4-1-09 = 70,224.40, 10-1-09 = 74,721.78, and 4-1-2010 = 76,216.21.

In turn if Officer “D” gets promoted on 2-1-08 his current rate of pay at that moment would be 66,800.00 as an officer. A 10% increase to his base would bring his base to 73,480.00, placing him between the two pay rates in the SGT’s scale of 72,242.86 & 75,114.29. He would therefore be placed at the higher of the two, 75,114.29 upon promotion and enter the SGT’s scale in STEP 3 on 2-1-08. The date of 2-1-08 would then be “D’s” date of hire/entry into the SGT’s scale and he would proceed through the contract as follows. On 4-1-08 = 76,241.00, 10-1-08 = 77,765.82, 4-1-09 = 82,353.39, 10-1-09 = 84,000.46, 4-1-2010 = 88,835.22

Example 3: If a SGT is promoted to the rank of LT it will occur as follows. A promotion will consist of a 10% increase to the SGT’s current rate of pay. This will increase the SGT’s rate of pay to a number that will inevitably fall between two steps of the LT’s plan’s designated pay rates for that date. The new LT will then be placed into the higher of the two rates and will now become a salaried exempt employee and follow the LT’s pay scale through the contract or time in that rank. If this 10% increase results in that SGT not obtaining the “starting” pay for LT on that date he/she will be brought up to the starting rate of a LT. In turn should a demotion occur from the rank of LT to the rank of SGT or from the rank of SGT to either Detective or Patrolman the employee would lose 10% of their base wage. This will then again place them between two rates of pay in the appropriate scale they are entering and they will be placed into the higher of

the two rates. Should a 10% decrease result in that employee being over the max of the rank they are going back into, they will go to the max pay rate for that rank at that date in the plan.

Example 4: If SGT "B" were to get promoted to LT on 6-1-08 it would go as follows. On 6-1-08 SGT "B's" base would be 76,241.00 so a 10% increase would take him to 83,865.10. This wage would not meet or exceed the min starting LT's pay for that date so he would be brought to 95,481.00 and become a salaried employee at that point. He would then proceed through the LT's scale using 6-1-08 as his promotion date to calculate his progression through the steps and years completed as a LT. Therefore on 10-1-08 he would go to 98,345.43, April-1-2009 = 101,295.79, October-1-2009 = 107,812.49, and April-1-2010 = 111,046.86.

Example 5: If SGT "W" were to get promoted on 6-1-08 it would go as follows. On 6-1-08 SGT "W's" base wage would be 87,899.01 so a 10% increase would take him to 96,688.91. This would bring SGT "W" into the LT's scale between the wages of 95,481.00 and 98,663.70, therefore he would be placed at the higher of the two and enter the LT's scale as a STEP 1 LT with a date of promotion on 6-1-08. He would then proceed through the scale as follows. On October-1-2008 he would go to 101,623.61, April-1-2009 = 104,672.32, October-1-2009 = 111,290.31, and April-1-2010 = 114,629.02.