

Agreement Between The  
Town of Juno Beach  
And  
Palm Beach County  
Police Benevolent Association, Inc.



October 1, 2008 - September 30, 2011

**TABLE OF CONTENTS**

ARTICLE		PAGE
1	Preamble	1
2	Recognition Clause	2
3	Non-Discrimination Clause	3
4	Dues Deduction	4
5	Management Rights	6
6	Union Representatives / Union Business	9
7	No Solicitation and Use of Bulletin Boards	11
8	Discipline	12
9	Seniority	13
10	No Strikes and Lockouts	14
11	Compliance with Rules and Regulations	16
12	Probationary Period	17
13	Grievance Procedure	19
14	Personal Leave Time	23
15	Holidays	25
16	Court Appearances and Call Backs	26
17	Assignment Pay	27
18	Personnel Records	28
19	Health Insurance	29
20	Uniforms and Maintenance Allowance	30

**TABLE OF CONTENTS**

ARTICLE		PAGE
21	Take Home Vehicles	31
22	Tuition Reimbursement	32
23	Hours of Work and Overtime	33
24	Transfers and Shift Exchanges	35
25	Wages	36
26	Promotions	37
27	Workers' Compensation	38
28	Funeral Expenses	39
29	Police Officers' Bill Of Rights	40
30	Severability	41
31	Maintenance of Conditions	42
32	Entire Agreement	43
33	Duration of Agreement	44

**ARTICLE 1**

**PREAMBLE**

THIS AGREEMENT is entered into by and between the TOWN OF JUNO BEACH, FLORIDA (the “Town”) and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (the “PBA” or the “Union”). The purpose of this Agreement is to establish the wages, hours and terms and conditions of employment for those employees covered by this Agreement.

**ARTICLE 2**

**RECOGNITION CLAUSE**

2.1 The Town hereby recognizes the PBA as the sole and exclusive bargaining representative as to wages, hours and terms and conditions of employment for the following bargaining unit as certified by the State of Florida Public Employees Relations Commission (“PERC”), Certification No. 1624:

**Included:** All regular full-time and part-time permanent and probationary employees in the job classifications of police officer, police sergeant, communications records specialist and communications records supervisor.

**Excluded:** Police Chief, Assistant Police Chief and all other employees of the Town of Juno Beach.

2.2 The Town agrees that all correspondence, communication and/or notice regarding mandatory subjects of bargaining shall be directed to John Kazanjian, President, Palm Beach County Police Benevolent Association, 2100 N. Florida Mango Road, West Palm Beach, Florida 33409.

### **ARTICLE 3**

#### **NON-DISCRIMINATION CLAUSE**

3.1 No employee covered by this Agreement will be discriminated against by the Town or the Union with respect to any job benefits or other conditions of employment accruing from this Agreement because of race, sex, color, national origin, religion, age, marital status, veteran status or other legally protected status.

3.2 No employee shall be discriminated against because of Union membership or non-membership and/or his or her participation in any of the Union's authorized activities.

3.3 A claim of discrimination by an employee against the Town shall not be subject to the grievance or arbitration procedure contained in this Agreement, but shall only be subject to the method(s) prescribed under applicable federal, state or local law.

3.4 All references in this Agreement to the male gender are used for convenience only, and shall be construed to mean both male and female employees.

## **ARTICLE 4**

### **DUES DEDUCTION**

4.1 The Town agrees to deduct twice each month the PBA dues of employees who individually and voluntarily certify, in writing, that they authorize such deductions. These monies shall be transmitted to the PBA on a monthly basis. The Town's remittance to the PBA will be deemed correct if the PBA does not give written notice to the Town within five (5) days of receipt of the remittance that the remittance is incorrect. The PBA shall delineate with specificity the reasons why it believes the remittance to be incorrect. If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the PBA, not the Town.

4.2 No authorization shall be allowed for payment of initiation fees, political contributions, special assessments or fines. Any changes in the amount of the PBA dues must be made known to the Town in a time reasonable to allow the Town to make the necessary technical and administrative payroll changes and program adjustments. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period after other deductions are less than the amount of dues to be checked off. Any employee may withdraw his deduction upon thirty (30) days written notice to the Town and the Union. The Town will provide a copy of any cancellation request to the PBA, and that shall constitute notice to the Union for purposes of this Article.

4.3 The PBA will indemnify, defend and hold the Town harmless against those claims made and suits initiated against the Town that are specifically and narrowly related to only any check-

off of union dues, and further agrees to pay those reasonable expenses of the Town (including, but not limited to, reasonable attorneys' fees and costs) in defending against such suits on this specific item only.

## ARTICLE 5

### MANAGEMENT RIGHTS

5.1 The Union and its members recognize and agree that the Town has the sole and exclusive right to operate and manage its Police Department (the “Department”). Accordingly, the Town specifically, but not by way of limitation, reserves the sole and exclusive right to, among other things:

- a. Determine the mission and purpose of the Department;
- b. Set standards of service to be offered to the public;
- c. Exercise control and discretion over its operations;
- d. Formulate, implement and enforce the Department’s and Town’s policies, rules, and regulations;
- e. Take disciplinary action and/or discharge employees for just cause;
- f. Direct and supervise employees;
- g. Hire, assign, transfer, lay-off and/or re-hire employees;
- h. Promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit;
- i. Determine methods, means, and number of employees needed to carry out the Department’s mission and purpose;
- j. Introduce new or improved methods or facilities;
- k. Formulate and/or amend job descriptions;
- l. Schedule shifts and work hours;
- m. Contract and/or subcontract any existing or future work;
- n. Control the use of equipment and property by the Department;

- o. Establish the medical, dental and vision insurance coverage that it provides to its employees, including the amount of co-pay, deductible and employer contribution;
- p. Merge, consolidate, or terminate the Department or any part thereof, or expand, reduce, alter, combine, assign or cease any job; and
- q. Determine the number, location and operation of headquarters, annexes, divisions, substations, and departments thereof.

5.2 The above rights of the Town are not all-inclusive but exemplify the types of matters or rights which belong to and are inherent in the Town in its general capacity as management. Any right, power and/or authority that the Town had prior to entering into this Agreement is retained by the Town, except as specifically abridged, delegated, granted or modified by this Agreement.

5.3 If the Town fails to exercise any one or more of the above rights from time to time, it shall not be deemed a waiver of the Town's right to exercise any or all of such rights.

5.4 If in the sole discretion of the Town Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, or hurricane conditions, the provisions of this Agreement may be suspended by the Town Manager during the time of such emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Provisions that could be suspended are work schedules, time frames on any article, notifications, and any other situation that may arise out of an emergency situation.

5.5 It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the sole discretion of management, may be required to perform other job-related duties not specifically contained in their job description.

**ARTICLE 6**

**UNION REPRESENTATIVES / UNION BUSINESS**

6.1 The Town shall recognize one (1) member of the bargaining unit as authorized representative. The Union shall be permitted to designate one (1) additional Union representative as an alternate.

6.2 The Union shall furnish the Police Chief with a written designation of its authorized representative and alternate within ten (10) days of the date on which this Agreement is fully ratified and shall thereafter notify the Police Chief of any change in its authorized representative or alternate within ten (10) days of the date on which such change occurs.

6.3 The Town agrees to establish a PBA time pool bank to be used for PBA representatives to conduct union business, as defined in this Article.

6.4 PBA members covered by this Agreement shall donate two (2) hours of leave time each year to the PBA time pool bank. The initial deduction shall be made from each member's Personal Leave Time ("PLT") during the first pay period in the month after ratification of this Agreement. In subsequent years, said deduction shall be made from each member's PLT during the first week in January. All unused donated time will be carried over from year to year.

6.5 PLT contributed to the bank shall be paid out when used on an hour for hour basis at the rate of pay of the union representative(s) who use the PLT.

6.6 Charges against the PBA time pool shall be documented by the use of a Leave Approval Form to be completed for each such request. The form shall have the approval of the signatures of the Chief or his designee, and the Association President or his or her designee. The above form must be submitted to the Chief or his designee a minimum of seventy two (72) hours prior to the time the employee is requesting to use the time pool bank. Submission made with less than seventy two (72) hours notice may be granted at the discretion of the Chief or his designee. In emergency situations or when officers are involved in the use of deadly force, approval of time pool use may be obtained through the appropriate supervisor.

6.7 The Town will permit the union representative or alternate representative to attend negotiations and/or process grievances in an on-duty status if they are on duty.

**ARTICLE 7**

**NO SOLICITATION AND USE OF BULLETIN BOARDS**

7.1 Solicitation of any and all kinds by the Union, including solicitation of membership and the collection of Union monies, shall not be engaged in during working hours.

7.2 The Town shall, in its sole discretion, determine the location and type of a bulletin board that may be used by the PBA at the Town's facilities. The PBA may use the bulletin board only for the purpose of posting official PBA business notices and related information, and may not use the board to post political endorsements. The PBA shall be solely responsible for monitoring the content of the bulletin board. Notwithstanding the foregoing, the Town reserves the right to remove any posting that does not meet the requirements of this section.

## **ARTICLE 8**

### **DISCIPLINE**

8.1 No bargaining unit member shall be disciplined except for just cause. Disciplinary actions are as follows: verbal counseling; written reprimand; suspension without pay; demotion; and dismissal.

8.2 The Town administers discipline as a means to ensure that employees adhere to established standards of conduct and performance. This is done through corrective action, described in this Article as “discipline.” In those instances where misconduct in the first instance is minor, the Town is committed to the use of progressive discipline. The use of progressive discipline is an art, not a science. Sound progressive discipline is recognized as being appropriate for the offense and instructive as to the consequences of additional or similar future misconduct. Progressive discipline does not mean that all first offenses must be addressed with verbal counseling, and that all second offenses must be addressed with a written reprimand, and so on. It means that all disciplinary tools and penalties are available to address misconduct not punishable by dismissal in the first instance, and the type of discipline will depend on the severity of the offense, the employee’s work record and history, and other relevant factors.

## **ARTICLE 9**

### **SENIORITY**

9.1 Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by the Town, which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority shall accumulate during approved absence due to illness, injury, PLT and military leave.

9.2 If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date and time the member's employment application was received by the Town.

9.3 Seniority shall apply to the following matters:

1. PLT for each calendar year shall be governed by seniority, consistent with Article 14 of this Agreement and with the departmental "black out" dates.
2. Seniority will be considered in filling shift vacancies and assignments. However, the Police Chief retains the sole right to fill shift vacancies and assignments.
3. Layoffs shall be made in reverse order of seniority.
4. Employees shall be called back from layoff according to seniority for up to two (2) years.

The parties recognize that for reasons of operational necessity, seniority shall not be the only factor involved. If seniority does not govern, the reasons will be provided to the affected employees with the exception of Article 9.3 subsection 2.

## **ARTICLE 10**

### **NO STRIKES AND LOCKOUTS**

10.1 A “Strike” shall be defined as the concerted failure of employees to report for duty; the concerted absence of employees from their respective positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their respective duties of employment with the Town for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Town; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “Strike” shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

10.2 The Union recognizes that Strikes by public employees are prohibited by the Florida Constitution and Section 447.505, Florida Statutes. The Union and its members agree not to authorize, instigate, promote, sponsor or participate in a Strike. The Union also agrees to undertake its best efforts to prevent or terminate any Strike.

10.3 The Town shall terminate the employment of any employee engaging in a Strike. Such termination shall not be subject to the grievance procedure provided for in this Agreement. Also, if the Union is found to be in violation of this Article, it shall be liable for any damages or costs

incurred by the Town as a result of the Union's violation of this Article.

## **ARTICLE 11**

### **COMPLIANCE WITH RULES AND REGULATIONS**

11.1 All sections of the Town's Personnel Manual and the Town Police Department's General Orders, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Manual or General Orders and this Agreement, in which case this Agreement shall control. The Union agrees that the Town has the right to amend and/or modify its rules and regulations to the extent the Town – in its sole discretion – deems it necessary for the operation of the Police Department.

11.2 It is agreed and understood that employees will be provided with copies of any rules and regulations which are new and/or which replace, update and/or supersede the Town's or Department's present rules and regulations.

11.3 The Town shall give a copy of any newly adopted rule or regulation, as well as any amendment or revision to a rule or regulation, to the Association.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

12.1 The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to his/her position.

12.2 The probationary period for all new employees shall be shall fifteen (15) months from the date of hire, excluding time spent outside the Department for the purpose of obtaining law enforcement certification. During the probationary period, an employee may be discharged for any reason. Upon the expiration of this time period, the Police Chief shall either approve or reject, in writing, retention of the employee. In the event that the employee does not successfully complete the probationary period, the employee will be separated from employment or, in the Police Chief's sole discretion, the employee's probationary period may be extended by up to two (2) separate ninety (90) day periods, provided that the Police Chief notifies that employee in writing and articulates the reason(s) for each such extension at least ten (10) calendar days prior to the commencement of each such extension.

12.3 An employee that is discharged during his or her probationary period or that does not successfully complete his or her probationary period shall have no right to utilize the grievance/arbitration procedure contained in this Agreement or any other policy or procedure for any matter concerning discharge, suspension or other discipline.

12.4 Although employees will accumulate PLT during their probationary period, they may not

use any PLT until they have completed six (6) months of employment in the Department.

12.5 In the event that an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of twelve (12) months (of continuous employment) from the date of promotion. The Police Chief has the right to pass or fail the promotional employee at any time during this twelve (12) month probationary period. In the event that the employee does not pass his promotional probationary period, the employee shall either: (i) automatically revert to his/her former classification from which he or she has been promoted; or (ii) in the Police Chief's sole discretion, the employee's promotional probationary period may be extended by six (6) months. If the employee reverts back to his/her former classification, such reversion shall be final and the employee shall have no right of appeal to any authority including the grievance/arbitration procedure contained in this agreement. This, however, shall not be construed as limitation on, or a waiver of, the Town's right to dismiss or otherwise discipline such a probationary promoted employee for just cause.

## ARTICLE 13

### GRIEVANCE PROCEDURE

13.1 The following is a procedure for the resolution of grievances, which are defined as disputes involving the interpretation or application of this Agreement and all disciplinary actions involving suspensions, demotions and/or terminations.

13.2 Every effort shall be made by the parties to settle any grievances as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit may be advanced to the next step. Time limits provided herein may be extended if mutually agreed upon in writing by management and the grievant or the Union representative if the grievant exercises the option of Union representation.

13.3 This grievance procedure shall be the sole and exclusive method, except as provided otherwise, for resolving any dispute involving the application or interpretation of this Agreement and disciplinary actions involving suspensions, demotions and/or terminations.

13.4 A grievance shall be presented in the following manner:

Step 1. The Union shall first present the grievance in writing to the Assistant Police Chief within twelve (12) calendar days of the occurrence of the event(s) which gave rise to the grievance. The written grievance at this step and all steps thereafter shall contain the following information:

1. A statement of the grievance, including date of occurrence, and details and facts upon which the grievance is based;
2. The Article of the Agreement alleged to have been violated;
3. The action, remedy, or solution requested by the employee or Union representative; and
4. The signature of the aggrieved employee, Union representative or Union agent.

The Assistant Police Chief shall respond, in writing, within twelve (12) calendar days of receiving the written grievance.

Step 2. In the event that the Union is not satisfied with the disposition of the grievance at Step 1, the grievance shall be presented to the Police Chief or his designee within twelve (12) calendar days of the Assistant Police Chief's reply in Step 1. The Police Chief or his designee shall render a decision on the grievance, in writing, within twelve (12) calendar days after presentation of the grievance at Step 2.

Step 3. In the event that the Union is not satisfied with the disposition of the grievance by the Police Chief or his designee, the Union shall have the right to appeal the decision to the Town Manager within twelve (12) calendar days of the date of the issuance of the decision of the Police Chief or his designee. The Town Manager shall, within fifteen (15) calendar days of the Town Manager's receipt of the appeal, render a decision in writing. Where the Union grieves discipline consisting of a suspension of twenty four (24) or less hours, the Town Manager's decision will be final and the employee will not have the right to appeal the Town Manager's decision. This may only occur once per bargaining agreement member per bargaining agreement year.

Step 4. In the event that a grievance concerning a suspension of more than twenty four (24) hours, a demotion or a termination, or a grievance concerning the interpretation of this agreement, has not been resolved at Step 3, the Union may refer the grievance to arbitration by notifying the Town Manager in writing. Such notification shall be made within twelve (12) calendar days after the Town Manager renders a written decision on the grievance or within twelve (12) calendar days following the expiration of the time limit provided for the Town Manager's response in Step 3. Nothing herein shall prohibit the extension of time mutually agreed to in writing by the parties.

13.5 Where the Union requests arbitration in accordance with Step 4 above, the parties shall attempt to mutually agree upon an independent arbitrator. In the event that the parties are unable to agree upon an arbitrator within fifteen (15) calendar days of the Town Manager's decision at Step 3, the parties shall jointly request that the Federal Mediation and Conciliation Service ("FMCS") provide the parties with a list of seven (7) potential arbitrators and their resumes. From the list submitted, the parties shall alternately strike names from the list. On the first grievance as between the parties, the Town shall strike first. The parties will alternate striking first uniformly thereafter. When the name of one arbitrator remains, said person shall serve as the arbitrator.

13.6 The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendments thereto. The arbitrator shall not have authority to consider any matters not defined as a grievance in this Agreement nor any grievance which has not been processed in accordance with the provisions of

this Article, provided that the arbitrator shall have the authority to determine whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. Any dispute concerning arbitrability shall be resolved first, and if the arbitrator determines that the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed. Absent such a finding, the hearing shall proceed on the merits of the case. The arbitrator shall have no authority, power or jurisdiction to construe a provision of law or statute. Any award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

13.7 Discipline shall be for just cause only.

13.8 The arbitrator's award shall be made within thirty (30) calendar days after the conclusion of the arbitration hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree otherwise. The award shall be in writing and signed by the arbitrator. The arbitrator shall deliver a copy to each party personally or by registered mail, unless the parties mutually agree otherwise. The arbitrator's award, consistent with the provisions of this Article, shall be final and binding on both parties. The provisions of any valid award shall be complied with within a reasonable period of time.

13.9 Each party shall bear the expense of its witnesses and of its representatives during the arbitration hearing. The arbitrator's fee and any other expenses, if any, shall be equally divided between the parties.

**ARTICLE 14**

**PERSONAL LEAVE TIME**

14.1 Personal Leave Time (“PLT”) is time where a full-time employee may be absent from the job and still receive his/her regular wage. PLT is considered as a combined program of current personal leave and vacation time. PLT is earned at an hourly rate based upon the employee’s length of service in accordance with the table set forth in 14.2 below.

14.2 Full-time employees are eligible to use accrued leave time after completing six (6) months of service. PLT will accrue as follows:

<u>Years of Service</u>	<u>Hours Earned Per Pay Period</u>	<u>Hours Earned Per Year</u>	<u>Required Annual Usage</u>
0-4	6	156	80
5-9	8	208	120
10-15	9	234	160
16 +	10.5	273	160

Accrual rates are to be prorated for part-time employees in accordance with the above schedule.

PLT shall not be granted or used in advance of being accrued.

14.3 All employees earning PLT are required to use a minimum number of PLT hours annually as set forth in the table above; in the event that all such hours are not used, such hours will be forfeited.

14.4 Accumulated hours over 240 at the end of the fiscal year (i.e., October 1 – September 30) may – at the Town’s discretion – be paid out to the employee provided that he has used his required annual amount. Maximum accumulation is 300 hours.

14.5 On or before October 1 of each year covered by this Agreement, every employee shall submit for approval under the provisions of Article 9 Section 3 a proposed schedule of at least their minimum required annual PLT usage for the next calendar year to the Police Chief in writing. All other PLT must be scheduled at least thirty (30) days prior to the date on which the PLT is to commence and will be approved on a first in – first out basis. The Police Chief in his sole discretion may permit an employee to use PLT for vacation with less than thirty (30) days advance notice.

14.6 Unscheduled PLT occurs when prior notice has not been provided to and approved by the Police Chief according to departmental policy. Employees may use unscheduled PLT only five (5) times within a fiscal year unless the Chief of Police authorizes otherwise. Thereafter, each unscheduled absence shall be unpaid.

14.7 Any employee who uses PLT due to personal illness for a period of three (3) consecutive days or longer shall, prior to returning to work, furnish a report from a duly licensed physician.

14.8 All other rules and regulations applicable to the use of PLT, which are contained in the Town's Personnel Manual, are applicable to bargaining unit members to the extent that they are not contradicted by this Article.

**ARTICLE 15**

**HOLIDAYS**

15.1 The Town recognizes certain designated holidays as set forth in the Town's Personnel Manual which are:

New Years Day (January 1)  
Martin Luther King Jr.'s Birthday (Third Monday in January)  
President's Birthday (third Monday of February)  
Memorial Day (last Monday of May)  
Independence Day (July 4)  
Labor Day (first Monday of September)  
Armistice/Veteran's Day (November 11)  
Thanksgiving Day (fourth Thursday of November)  
Day After Thanksgiving (fourth Friday of November)  
Christmas Day (December 25)  
Floating Holiday (to be determined by Town Manager)

15.2 Those bargaining unit employees who do not work on holidays designated in the Town's Personnel Manual shall receive eight (8) hours pay for such holidays. Those bargaining unit employees who work on holidays designated in the Town's Personnel Manual shall receive double his/her regular rate of pay for those hours he/she works on that holiday shift.

## **ARTICLE 16**

### **COURT APPEARANCES AND CALL BACKS**

16.1 Court appearances required of bargaining unit employees which arise out of the employee's performance of his duties and responsibilities for the Town and which occur outside of that employee's regular shift, shall be treated as time worked, with a minimum of three (3) hours for appearances in North Palm Beach County Court and four (4) hours for appearances in courts outside of North Palm Beach County. These minimums shall include travel time by the employee, regardless of the amount of time actually spent at the court appearance(s). Any bargaining unit member who is required to appear more than once during a day will receive an additional hourly minimum as long as the additional appearance is requested more than three (3) hours before or after the original appearance. All payments of any type or sort, including witness fees, mileage checks or checks issued through the witness aid services shall be endorsed by the employee and turned over to the Town.

16.2 Employees who have left the work place and are ordered or otherwise directed to return to work more than one hour after completing their scheduled shifts shall be paid for all hours worked with a minimum of two (2) hours paid per day. The two (2) hours paid shall include all travel time by the employee, regardless of the amount of time actually spent working the call out(s). This provision shall not apply in those instances when the overtime commenced one hour or less prior to, or runs continuously with, the bargaining unit member's regular shift, or where the bargaining unit member is called back to work to rectify his own error or omission which cannot wait until the bargaining unit member's next shift.

**ARTICLE 17**

**ASSIGNMENT PAY**

17.1 Bargaining unit members who are assigned to serve as a temporary replacement for an absent supervisor shall be paid five percent (5%) above his/her current rate of pay for each full hour on which he/she actually replaces an absent supervisor.

17.2 Bargaining unit members who are assigned active Field Training Officer (“FTO”) responsibilities shall be paid ten percent (10%) above his/her current rate of pay for each shift on which he/she is assigned to active FTO responsibilities.

17.3 Bargaining unit members who are assigned to serve as an Investigator shall be paid five percent (5%) above his/her current rate of pay.

## **ARTICLE 18**

### **PERSONNEL RECORDS**

18.1 Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his/her official files. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a duplicate copy of any item contained in his/her official files at no cost to the member. This Article will not be subject to the Grievance Procedure in this Agreement.

**ARTICLE 19**

**HEALTH INSURANCE**

19.1 Bargaining unit members shall receive medical, dental and vision insurance coverage, with the same benefits, deductibles, co-payments and Town contributions to the cost of such insurance, as the Town provides to all other Town employees.

## **ARTICLE 20**

### **UNIFORMS AND MAINTENANCE ALLOWANCE**

20.1 The Town shall furnish uniforms to all employees who are required to wear such uniforms in the performance of their duties and agrees to replace such uniforms when they are no longer serviceable.

20.2 The Town shall provide a bullet proof vest to each police sergeant and police officer, which shall be worn by the Town's police sergeants and police officers at all times while on duty.

20.3 During the term of this Agreement, the Town will pay each sworn member twenty-five (\$25) per pay period for maintenance of a sworn bargaining unit members' uniforms. In addition, each investigator will receive a clothing allowance of five hundred (\$500) dollars per fiscal year paid upon the investigator's anniversary date.

**ARTICLE 21**

**TAKE HOME VEHICLES**

21.1 The Town will comply with its General Order, G.O.6.3.2.

## ARTICLE 22

### TUITION REIMBURSEMENT

22.1 The Town will comply with Section 106 of the Town's Personnel Manual concerning Employee Education which states:

The purpose of this section is to establish a Town policy for the academic education of Town employees which will benefit both the employee and the Town. This policy pertains to courses attended by Town employees that accrue credit toward a high school diploma or high school equivalency certificate, college degree, post-college graduation degree up to a Masters Degree, or related educational certification.

(1) Upon the request of the employee, recommendation of their department director and approval of the Town Manager, a regular, full-time Town employee may participate in the education tuition reimbursement program ascribed hereafter, subject to the following requirements:

(i) That the course shall directly relate to a function of the Town, and contribute to the employee's greater effectiveness on the job they hold or to a job in the Town service to which they may be assigned or promoted.

(ii) That the employee shall satisfy the necessary prerequisites of the course for which they request tuition reimbursement, and shall receive approval of the Town Manager prior to enrolling in the course.

(iii) That participation in the education tuition reimbursement program shall be solely on the employee's own time.

(2) Town employees approved for participation in the education tuition reimbursement program shall be eligible for reimbursement by the Town for tuition for up to four courses each semester or term offered by accredited educational institutions. The number of courses eligible will be at the discretion of the Town Manager. Reimbursement shall be made as follows: 100% for successful completion with a grade of "A", 75% for successful completion with a grade of "B", and 25% for successful completion with a grade of "C". If the employee resigns or is terminated for any reason, the employee shall reimburse the Town for any educational reimbursement payments made to the employee by the Town within two years prior to the date of resignation or termination.

## **ARTICLE 23**

### **HOURS OF WORK AND OVERTIME**

23.1 The standard pay period for police officers and police sergeants shall be 84 hours in a 14-day pay period. All time worked by employees in these classifications in excess of 84 hours in a 14-day period shall be considered overtime for which employees covered by this Agreement shall be paid at a rate of one and one-half times their normal hourly rate.

23.2 The standard pay period for communications records specialists and communications records supervisors shall be 40 hours in a 7 day pay period. All time worked by employees in these classifications in excess of 40 hours in a 7 day period shall be considered overtime for which employees covered by this Agreement shall be paid at a rate of one and one-half times their normal hourly rate.

23.3 All overtime worked shall be paid at one and one-half (1-1/2) times the employee's straight time rate of pay or, with the approval of the Police Chief or his designee, through Comp Time at the rate of one and one-half (1-1/2) hours of Comp Time for each hour of overtime worked. Bargaining unit members may not accrue more than sixty (60) hours of Comp time. At the end of every fiscal year, bargaining unit members will be paid by the Town for their accrued but unused Comp time.

23.4 Only actual hours worked will be used for purposes of calculating overtime pay; however, compensatory time, holidays and PLT shall be included as time worked.

23.5 Work schedules shall only be changed after the affected members has been given at least seven (7) calendar days prior notice, except in emergency circumstances as determined by the Town.

23.6 When there is a time adjustment and the “clock falls back,” and where an employee works an extra hour on the shift, the employee will be paid straight time for the extra hour worked, unless that hour puts the employee over 84 hours in a 14 day period, in which case the employee will receive overtime. When the “clock springs forward,” and an employee works seven (7) hours on the shift, the employee will be paid straight time for the seven (7) hours worked.

23.7 Employees’ hours of work, including starting and ending times for each shift, shall be at the sole discretion of the Town.

23.8 Special duty assignments will be made at the discretion and direction of the Police Chief; provided, however, that such time shall not be counted as hours worked for the purpose of calculating overtime.

## ARTICLE 24

### TRANSFERS AND SHIFT EXCHANGES

24.1 It shall be the right of the Town to transfer bargaining unit members. If a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off (except in the Departments or assignments excepted herein), seven (7) working days notice will be provided prior to the transfer. This provision may be waived by mutual agreement of the Parties or if the transfer is declared an operational necessity.

24.2 Bargaining unit members who are involuntarily transferred to another assignment will retain and carry with them any approved PLT. Involuntarily transferred bargaining unit members shall be entitled to use such time as previously scheduled.

24.3 Bargaining unit members within the same rank and assignment may exchange shifts within the same fourteen (14) day work period with the approval of the members' supervisor(s). All requests must be made in writing at least seven (7) days prior to the date on which the shift is to be exchanged, must indicate when the shifts will be worked and paid back and must be approved twenty four (24) hours prior to the start time of the shift to be exchanged. Under no circumstances will the Town be required to pay back an employee whose shift is not paid back. Employees who agree to work a shift for another employee are subject to discipline for non-attendance. No overtime or consecutive shifts may result from a shift exchange. Shift exchanges may occur only three (3) per month per bargaining unit member, unless the Police Chief in his sole discretion authorizes otherwise.

## **ARTICLE 25**

### **WAGES**

25.1 To the extent not already implemented by the Town, all bargaining unit members shall receive a cost of living adjustment of 2.5% of their base pay retroactive to October 1, 2007.

25.2 Effective on October 1, 2008, October 1, 2009, and October 1, 2010, all bargaining unit members shall receive cost of living adjustments of 2.5% of their base pay. However, in the event that the Town provides cost of living adjustments to the remainder of its employees in excess of 2.5% for either contract year, all bargaining unit members shall receive the adjustment(s) provided to other Town employees for such year(s).

25.3 During each calendar year of this Agreement, each bargaining unit employee is eligible to receive merit wage increases on his/her anniversary date. Each year, the Town will set a cap for the percentage merit increase an employee may receive for that respective year. In order to receive a merit increase, each respective bargaining unit member must receive at least a satisfactory performance evaluation for the preceding year. The Police Chief has the sole discretion to determine the percentage merit increase that the Town will provide to each respective bargaining unit member who receives a satisfactory performance evaluation. Once a bargaining unit employee reaches or exceeds the maximum salary for his/her position, he/she shall no longer be eligible to receive merit wage increases.

**ARTICLE 26**

**PROMOTIONS**

26.1 The Town will comply with its General Order, G.O.5.3.1.

**ARTICLE 27**

**WORKERS' COMPENSATION**

27.1 A bargaining unit member covered by Chapter 440, Florida Statutes, and in accordance with provisions set forth herein, 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 as such term is defined by the Town's Workers' Compensation carrier.

27.2 The Town agrees to provide short and long term disability benefits to bargaining unit members to the same extent that it provides such benefits to all other Town Employees.

**ARTICLE 28**

**FUNERAL EXPENSES**

28.1 The Town will continue to provide bargaining unit members with life insurance policies to the same extent as it provides to all other Town employees.

28.2 In the event that a bargaining unit member dies in the line of duty, the Town will – in addition to the life insurance proceeds available under 28.1 above – provide that member’s beneficiary with five thousand dollars (\$5,000.00) to be used for funeral, burial and other related expenses.

**ARTICLE 29**

**POLICE OFFICERS' BILL OF RIGHTS**

29.1 The Town agrees to follow the provisions of law set forth in Florida Statutes commonly known as the "Police Officers' Bill of Rights."

29.2 Bargaining unit members may assert a claim of an alleged violation of the Police Officers' Bill of Rights either by using the grievance procedure in this Agreement or by filing an action in Florida state court, but not both. Employees may avail themselves of only one of these forums, and once an option has been chosen, the other procedure shall be foreclosed to them.

**ARTICLE 30**

**SEVERABILITY**

30.1 Should any final decision of any Court of competent jurisdiction or administrative agency or any federal, state or local legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null and void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

**ARTICLE 31**

**MAINTENANCE OF CONDITIONS**

31.1 All job benefits in effect at the time of ratification of this Agreement heretofore authorized by the Town that are not specifically provided for or abridged by this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 32**

**ENTIRE AGREEMENT**

32.1 This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein.

**ARTICLE 33**

**DURATION OF AGREEMENT**

33.1 This Agreement shall take effect upon ratification by both parties and shall continue in full force and effect through September 30, 2011. No portion of this Agreement shall be retroactive, except as specifically provided for herein.


33.2 The Parties agree that the Union may request that this Agreement be re-opened for the sole purpose of negotiating the implementation of longevity pay during the third year of the Agreement (i.e., October 1, 2010 through September 30, 2011). If the Union chooses to request that this Agreement be re-opened for that limited purpose, the Union must make its request in writing to the Town by April 1, 2010. Should the Union make a timely written request the Parties agree that they will commence negotiations on this issue by May 15, 2010.


33.3 This Agreement is only applicable to employees who are employed by the Town on the date that the Town Council approves this Agreement.


Executed on this 24<sup>th</sup> day of September 2008.

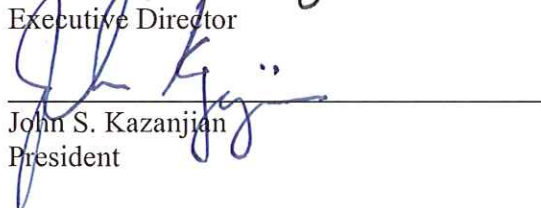
**For the Town of Juno Beach**

**For the Palm Beach County Police Benevolent Association, Inc.**

  
\_\_\_\_\_  
Jim Lyons  
Mayor

  
\_\_\_\_\_  
Joseph Lo Bello  
Interim Town Manager

  
\_\_\_\_\_  
Ernie George  
Executive Director

  
\_\_\_\_\_  
John S. Kazanjian  
President

**RESOLUTION NO. 2008-08**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, PROVIDING FOR THE RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.; AUTHORIZING THE TOWN MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Juno Beach desires to ratify the Collective Bargaining Agreement ("Agreement") between the Town and the Palm Beach County Police Benevolent Association, Inc. ("Union"); and

**WHEREAS**, the Town Council finds that ratification of the Agreement is in the best interests of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are hereby ratified and incorporated herein.

**Section 2.** The Town Council hereby authorizes and approves the ratification of the Agreement between the Town and the Union in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 3.** The Town Manager is hereby authorized to execute the Agreement on behalf of the Town and take all actions necessary to implement the Agreement and the purposes of this Resolution.

**Section 4.** This Resolution shall become effective immediately upon adoption.

RESOLVED AND ADOPTED THIS 24<sup>th</sup> day of September, 2008.

  
Jim Lyons, Mayor