

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF NORTH PALM BEACH

AND

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

FOR

**THE PATROL, DETECTIVES, DETECTIVE SERGEANTS, SERGEANTS,
DISPATCHERS AND RECORDS CLERKS BARGAINING UNIT**

AND FOR

THE LIEUTENANTS BARGAINING UNIT

October 1, 2006- September 30, 2009

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ARTICLE 1.

PREAMBLE

This Agreement is between THE VILLAGE OF NORTH PALM BEACH, a municipal organization, hereinafter referred to as "VILLAGE" and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as "ASSOCIATION", for the purposes of promoting harmonious relations between the two parties, to establish an orderly and peaceful procedure for settling differences which may arise, and to set forth the basic and full Agreement between the parties concerning wages, rates of pay, fringe benefits and other conditions of employment.

ARTICLE 2.

UNION RECOGNITION BARGAINING UNIT

1. The VILLAGE recognizes the ASSOCIATION as the certified bargaining agent for the regular full-time employees designated as patrolmen, detectives, detectives-sergeants, sergeants, police dispatcher and public safety (records) clerk dispatcher, as indicated in PERC Order No.89E -334 issued on November 8, 1989 or as modified by PERC.
2. The VILLAGE also recognizes the ASSOCIATION as the certified bargaining agent for the regular full-time employees designated as Lieutenants, as indicated in PERC Order No. 90-925 issued on November 27, 1990 or as modified by PERC.
3. The term "employee" in this Agreement means those individuals employed by the Village in positions represented by the ASSOCIATION regardless of membership in the ASSOCIATION.

ARTICLE 3.

DISCRIMINATION

1. Neither the VILLAGE nor the ASSOCIATION shall discriminate against or in favor of any employee because of race, creed, color, national origin, marital status, sex, age, disability, or political affiliation in violation of any federal, state or local law.
2. There shall be no discrimination against any employee because of activity or membership in the ASSOCIATION.
3. There will be no discrimination against any employee for adherence to any provision of this Agreement or refusal to comply with any order, which would violate this Agreement.
4. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.
5. The right of the employees to belong to, participate in, or refrain from belonging to the ASSOCIATION shall not be prohibited, abridged or interfered with.
6. The ASSOCIATION will not discriminate with regard to representation of its members or with regard to terms and conditions of membership because of race, creed, color, national origin, marital status, sex, age, disability or political affiliation in violation of any federal, state or local law.
7. The VILLAGE and the ASSOCIATION agree that the provisions of this Agreement shall be applied to all employees without regard to race, creed, color, national origin, marital status, sex, age, disability, or political affiliation in violation of any federal, state or local law.
8. The ASSOCIATION recognizes the VILLAGE has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4.

VALIDITY

If any non-monetary provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. In the event a monetary provision of this Agreement is held invalid, the parties, at the request of either party, shall meet as soon as practicable and reopen negotiations of the monetary provisions of this Agreement.

ARTICLE 5.

WORKER'S COMPENSATION

1. The VILLAGE will carry Worker's Compensation coverage for all employees covered by this Agreement in accordance with the law.

2. No benefits or payment under this Article shall be made where the disability is self-inflicted, or the disability continues as a result of the employee's failure to fully cooperate with medical advice or corrective therapy, or where drugs/alcohol are present at the time of the injury.

3. In the event of an on-the-job injury determined to be compensable under the provisions of the Workers' Compensation Act for a regular full-time employee, said employee will be carried at full pay up to 180 days per year less any workers' compensation benefits. In order to be considered for this injury in line of duty benefit, the following conditions must be met:

A. The employee must provide written testimony of evidence that his injury was received in the line of duty. An injury received while the employee is attending a department approved school or training program shall be considered a line of duty injury.

B. Any employee who has a claim for compensation because of an injury on the job as described above shall file a claim, on the form provided by the VILLAGE, with the Director of Public Safety.

C. Any employee who is able to return to work after a job related injury shall be reinstated to his former job, provided he is qualified to perform all of the duties and responsibilities of his previous position and is certified by a medical doctor prior to the employee returning to work. The VILLAGE may require confirmation of fitness to return to work.

D. If he is unable to assume his former responsibilities, the employee shall have first preference to fill another VILLAGE Public Safety position, if a vacancy occurs, and the employee qualifies for such position.

E. Nothing herein shall require the VILLAGE to create a light duty position when there is no operational or fiscal justification for its creation.

F. An employee must report an on the job injury immediately following the first symptoms of injury.

G. An accident constitutes grounds for reasonable suspicion drug testing.

ARTICLE 6.

HEALTH INSURANCE

1. The VILLAGE will provide health and dental insurance to bargaining unit members and their dependants under the Village health and dental program at the same levels of benefit and rates established by the Village Council for non-bargaining unit employees of the Village..

2. In the event the VILLAGE agrees to provide more beneficial coverage or rates to any other bargaining unit in the Village, the more beneficial coverage and rates will be provided to bargaining unit members covered by this Collective Bargaining Agreement.

ARTICLE 7.

NO STRIKES - NO LOCKOUTS

1. It is mutually agreed by the parties hereto that throughout the life of this Agreement, there shall be no strikes or stoppage of work.
2. The parties agree to comply with Florida State Statutes regarding any strikes or stoppages of work.

ARTICLE 8.

MATERNITY LEAVE

1. Whenever an employee shall become pregnant, she shall furnish the Director with a certificate from her physician, stating the approximate expected date of delivery. Such notice shall be given not less than thirty (30) days before the date the leave is to begin.
2. She may continue to work in her regularly assigned job classification until her physician certifies that she is no longer able to perform the essential functions of that job. Maternity leave shall start with cessation of actual work and continue for a period not to exceed six (6) months, provided that in all cases an employee shall be permitted to take at least twelve weeks leave after the actual delivery. If the employee desires to be paid while on maternity leave, paid leave shall be exhausted in the following order: sick leave, vacation, other personal leave.
3. Maternity leave may be extended if medically necessary, as determined by the employee's doctor.
4. Nothing herein shall prohibit an employee from requesting and receiving a pre-delivery or post-delivery accommodation as requested by the employee's doctor, under ADA standards for any disability associated with, or caused by her pregnancy.

ARTICLE 9.

PAID BEREAVEMENT LEAVE

1. The VILLAGE agrees that when a death is imminent or occurs in the family, (family as herein defined):

father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, spouse's grandparents, foster parent, nephew, niece, aunt, uncle, first cousin, step-father, stepmother, step-brother, step-sister or step-child of the employee.

2. An employee scheduled for five (5), eight (8) hour days, shall be allowed three (3), eight (8) hour days of bereavement leave with pay for purposes of bereavement. A request for additional time may be granted, subject to the discretion of the VILLAGE Manager or his designee.

3. An employee scheduled for twelve (12) hour days, shall be allowed three (3), twelve (12) hour days of bereavement leave with pay for purposes of bereavement. A request for additional time may be granted, subject to the discretion of the VILLAGE Manager or his designee.

ARTICLE 10.

MILITARY LEAVE

1. Employees who are members of the U.S. Armed Forces Reserves or the National Guard will be granted leave in accordance with state and federal law, including travel time, for the purpose of attending annual active duty for training.
2. A copy of employee's Military Orders are to be forwarded to the Director or VILLAGE Manager prior to taking military leave.

ARTICLE 11.

SICK LEAVE

1. Sick leave will be paid when the employee is absent from duty due to the following reasons:

An employee's injury or illness or necessary medical treatment which precludes him or her from reporting for duty;

Any injury, illness or necessary medical treatment of an employee's spouse, child, step-child or parent who resides in the employee's home which requires the employee's help to care for him or her or to obtain the necessary medical treatment.

2. The employee will certify on the appropriate Personnel Action Form upon his or her return to duty that he or she was not able to report for duty due to one of the above reasons.

3. Notwithstanding a change in work schedules from eight (8) hour shifts to twelve (12) hour shifts, employees working the twelve (12) hour shift accrue ninety-six (96) hours of sick leave per year, provided the ninety-six (96) hours will now accrue at the rate of eight (8) hours sick leave per month.

4. Sick leave may be accumulated with no maximum. Any employee with less than seven (7) years of service to the VILLAGE who voluntarily terminates employment, or who retires or dies while in the service of the VILLAGE, shall receive payment equal to fifty percent (50%) of up to a maximum of sixty (60) unused accrued sick leave days (which equals a maximum of thirty (30) days payment). Employees with seven (7) or more years of service to the VILLAGE shall receive payment equal to seventy-five percent (75%). A deceased employee's pay for sick leave shall be paid to the estate of the decedent.

5. Sick Leave Reimbursement

A. Employees who have accrued forty eight (48) days of sick leave ("minimum base") may request reimbursement for sick leave accrued over the minimum base. Reimbursement by the VILLAGE will be on a 50% basis for every sick day above the minimum. Sick leave days will be converted to eight (8) hour days before pay out.

B. Sick leave reimbursement is a voluntary right of the employee. An employee can only submit a request once per year during the month of May. The VILLAGE will reimburse the employee no later than November 30 of each year.

- C. The Human Resources Director will be responsible for establishing a reimbursement form and accounting for the base and other data necessary to financially administer this program.
- D. The employee will be required to sign a certificate/affidavit confirming that the reimbursement for the sick leave is final and will not be subject to the grievance process.

6. An employee who has been declared either physically or mentally unfit for duty by a doctor approved by the VILLAGE, when ordered for a fitness for duty exam by the VILLAGE, shall be required to use accrued sick leave while out of work on medical leave. An employee may challenge a determination that he or she is unfit for duty by providing a medical report from his or her physician. In the event of a conflict of opinions a third doctor's opinion shall be controlling. The third doctor shall be selected and paid for by the VILLAGE.

ARTICLE 12.

COURT APPEARANCES

1. Any member required to attend a judicial matter arising from the performance of his/her duty shall be compensated for said services as follows:
 - A. An employee who is required to appear in court or at a deposition during nonworking hours shall receive 3 hours payment at one and one half times their regular rate of pay.
 - B. For the purposes of this article and subsection, each additional court appearance separated from the employee's previous court appearance by a period of more than sixty (60) minutes qualifies for compensation as described above. The sixty (60) minute time period is calculated from the time the employee is released by the court until the time stated on the next subsequent subpoena.
 - C. For the purposes of this article and subsection, compensable time shall begin thirty (30) minutes prior to the scheduled appearance time set by the subpoena to compensate the employee for the time necessary to obtain and return documentation/evidence for court appearances or depositions.
 - D. Witness fee shall be retained by the officer.
2. Members who are required to attend a judicial matter arising from performance of his/her duties shall give notice to the Public Safety Director and the Village Attorney. Rescheduling may be requested and coordinated by the VILLAGE.
3. Payment shall be made as soon as possible (by the next) payroll period following completion of the service.
4. Travel in excess of twenty (20) miles outside the perimeter of the VILLAGE shall be compensated as one (1) hour of wages for the employee concerned.

ARTICLE 13.

MANAGEMENT RIGHTS

1. It is recognized and agreed that, except as specifically stated herein, the VILLAGE retains whatever rights and authority it possessed prior to entering into this Agreement, including but not limited to the right to operate and direct the affairs of the VILLAGE and its Public Safety Department in all its various aspects; to direct the working forces; to plan, direct, and control the operations and services of the Department; to determine methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire and promote; to demote, suspend, discipline, or discharge for just cause; to relieve employees for lack of work or for other legitimate reasons; to make, establish, and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities (provided, however, that such actions are not inconsistent with the terms of this Agreement) .

2. The ASSOCIATION and the VILLAGE recognize that the residents of North Palm Beach are entitled to receive services at the highest possible level, subject to budget constraints. Therefore, the ASSOCIATION pledges that it will encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.

3. The ASSOCIATION agrees that all employees covered under this Agreement shall comply with all Village Personnel Rules and Regulations, including those relating to conduct and work performance. Except where the Agreement conflicts with said regulations, the Agreement terms remain in effect.

4. If at the discretion of the Village Manager or his designee, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the Village Manager, or his designee, during the time of the declared emergency, provided that the wage rate and monetary fringe benefits shall not be suspended,

5. Those inherent managerial functions, prerogatives and policy making rights which the VILLAGE has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance and/or arbitration procedure contained herein.

ARTICLE 14.

SENIORITY

1. Seniority shall be defined as length of service in position (i.e. sergeant) with the VILLAGE Public Safety Department.
2. Seniority will govern selection of vacation schedules and preference in working overtime, provided the Public Safety Director has the final authority to over-ride seniority for extraordinary operation reasons and his decision in that regard is not grievable. When the Public Safety Director over-rides a request based on seniority, he shall inform the requesting party in writing of the basis of his decision.
3. When the Department requires overtime work to fill a vacancy, the overtime assignment shall first be offered to an employee who is already on duty. If no employee on duty is able or qualified to work the overtime assignment, off duty personnel will be called. In either circumstance the overtime assignment shall be offered on the basis of seniority, using an "overtime wheel." The overtime wheel shall function to identify employees in order of seniority with the Public Safety Department.
4. Scheduled overtime shall be distributed to all qualified employees who wish to participate on an overtime wheel. If an employee refuses his or her turn on the wheel, he or she will be charged as if he or she had worked and will go to the bottom of the overtime eligibility list. With each opportunity to work overtime, only one employee may pass on the opportunity to work the overtime assignment. When an employee passes, the next employee on the list may be ordered to work the overtime assignment.
5. Where a promotional opportunity shall occur and two or more employees are under consideration, the Director shall give due consideration to seniority and qualifications.
6. In the event of a layoff, an employee may displace the employee with lesser seniority in a lower classification provided the employee has prior service in said lower classification and provided further that the following factors are substantially equal:
 - A. Sufficient ability and qualifications to perform the work.
 - B. Performance evaluation.
 - C. Physical condition and job attitude.
7. In the event of substantial inequality of these factors as between employees in the same classification and department, the employee with the higher values of factors A, B, and C in the aggregate, shall be retained.
8. An employee shall be recalled in inverse order of layoff.

9. An employee shall lose his seniority as a result of the following:
 - A. Termination
 - B. Retirement
 - C. Voluntary resignation
 - D. Layoff exceeding six (6) months
 - E. Failure to report to the Village Manager, or his designee, intention of returning to work within three (3) days of receipt of recall, as verified by certified mail, return receipt.
 - F. Failure to return from military leave within the time limits prescribed by law.
 - G. Failure to return from an authorized leave of absence upon the expiration of such leave.

10. Seniority shall continue to accrue during all types of leave approved by the VILLAGE.

ARTICLE 15.

PAID VACATIONS

1. Vacation days accrue but may not be taken during the first year of service. Exceptions to this general rule may be made by the Public Safety Director in his discretion. All personnel who have completed one (1) year or more of full-time service shall be entitled to take vacation with pay in accordance with the following accrual schedule:

<u>LENGTH OF SERVICE</u>	<u>DAYS OF VACATION</u>
Less than six (6) years	80 hours
Six (6) but less than ten (10) years	120 hours
Ten (10) years and over	160 hours

2. Vacation, sick leave, or any other paid leave, shall be included in the computation of the one year of required full service.

3. All employees twice yearly shall select vacations. Initial selection of vacations will be by seniority within the classification. If a bargaining unit member chooses to change the vacation selection, he must then wait until the vacation list passes through all other remaining members of the classification, at which time he or she shall then be eligible to change the selection.

4. In the event a paid holiday should occur during an employee's vacation period, the employee shall receive an additional duty day off with pay. Employment terminated without cause, or by layoff, or by retirement, illness or injury shall not affect payment of earned vacation time. An employee shall not lose his vacation with pay, if incapacitated due to an injury or illness incurred in the line of duty. The vacation time shall be reassigned upon return to duty.

5. If employment is terminated by death, the estate of the employee shall receive payment for the earned vacation days.

6. Vacation days shall be credited and reported per pay period, to indicate hours accrued less hours taken, reflecting net vacation hours available per pay period.

7. The maximum number of vacation days an employee may accrue is the unused days accrued during the employee's previous two (2) year period. Any employee, other than an employee who is discharged for cause, who voluntarily terminates, retires or dies while employed by the VILLAGE, shall receive payment equal to one hundred

percent (100%) of the unused days of vacation accrued during the two year period prior to termination, retirement or death. Vacation leave days will be converted to eight (8) hour days before pay out.

8. An employee who has used ten (10) days of vacation time in a fiscal year may request reimbursement for any unused vacation days above the ten (10) days used. Employees requesting reimbursement must do so, in writing on a form approved by the Village Manager or his/her designee, during the month of October immediately following the fiscal year in which the ten (10) vacation days were used. The VILLAGE will provide reimbursement no later than the November 30th immediately following the written request. Reimbursement shall be at 100% of the employees' hourly rate as of September 30th of the fiscal year in which the ten (10) vacation days were used. The employee will be required to sign a certification/affidavit confirming that the reimbursement for the annual vacation leave days/hours is final and will not be subject to the grievance process."

ARTICLE 16.

PAID HOLIDAYS

1. The following days shall be considered paid holidays, and all employees will receive pay for these days even if they do not work:

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day
Martin Luther King Day	President's Day
Veteran's Day	

2. In the event an employee does work on any of the above named holidays, the employee shall be paid eight (8) hours of straight time compensation plus time and one-half the regular rate of pay for all hours actually worked. Paid holidays can be converted to eight (8) hours of compensatory time.

3. If a holiday occurs when an employee is absent from work on paid leave under this collective bargaining agreement or other personnel rules, regulations or departmental directives, the employee shall be paid an additional eight (8) hours for the holiday at his/her regular rate of pay.

4. Except for absence due to the instances cited above, holiday payment is subject to the employee working his/her regularly scheduled shift on the day prior to the holiday and his/her regular scheduled shift on the day following the holiday. An employee entitled to overtime compensation may receive compensatory time off in lieu of pay at straight time for holidays.

ARTICLE 17.

GRIEVANCE PROCEDURE / ARBITRATION

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of disputes between the parties. For the purpose of this Article, a grievance is defined as, and limited to, any dispute, difference or controversy involving the interpretation or application of this Agreement. A dispute over disciplinary action shall be considered an appeal of disciplinary action unless otherwise grievable. If the dispute is not covered by the grievance procedure as set forth in the Agreement then the dispute shall be processed as set forth in Article 18.

2. For the purpose of this Article, time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the VILLAGE within the time limits provided below shall be deemed resolved in favor of the grievant.

3. Grievances shall be presented in the following manner:

Step 1: In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, he shall first discuss the alleged grievance with the immediate supervisor, and may be accompanied by a representative of the employee's choice, if so desired. This first discussion shall take place within ten (10) calendar days of the occurrence of the events which gave rise to the alleged grievance, or within ten (10) calendar days of when the employee knew or should have known of the existence of the events giving rise to the alleged grievance.

Step 2: In the event that the employee is not satisfied with the disposition of the grievance at Step 1, he may file a formal grievance, on a form approved by the VILLAGE. Such a grievance must be filed within ten (10) calendar days after the informal discussion is held at Step 1. Said grievance must be in writing, must be signed by the employee or the Union as his representative and must contain: (a) the date of the alleged grievance; (b) the specific article (s) of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievances; and (d) the relief requested. The formal grievance shall be submitted to the Public Safety Director or his designee. The Public Safety Director shall, within ten (10) calendar days after the receipt of the formal written grievance, render his decision on the grievance in writing. The Public Safety Director shall reply in writing within ten (10) calendar days of receipt of the grievance. Failure

by the Public Safety Director to reply within the time period shall be held to be an approval of the grievance and the remedy sought.

Step 3: In the event that the employee is not satisfied with the disposition of the grievance by the Public Safety Director at Step 2 he/she shall have the right to submit the grievance to the Village Manager within ten (10) calendar days after the disposition. Such grievance must be accompanied by the filing of a copy of the original written grievance. The Village Manager shall, within ten (10) calendar days of receipt of the grievance, render his decision in writing. If the Village Manager shall fail to reply in writing, such failure shall be deemed as an approval of the merits of the grievance or dispute and the remedy sought.

4. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the ASSOCIATION and the VILLAGE, it shall be presented directly at Step 3 of the grievance procedure, within the time limit provided for the submission of the grievance at Step 2, and signed by the aggrieved employees or the ASSOCIATION representative on their behalf.

5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the ASSOCIATION may submit the grievance to arbitration within ten (10) calendar days after the Village Manager's disposition of the grievance. Such request shall be in writing to the other party, and if delivered by mail, postmarked within ten (10) days of the Village Manager's disposition of the grievance. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the party seeking the appointment of an arbitrator shall, within five (5) days, request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, until the parties select a neutral or impartial arbitrator. The party striking first shall be determined by the toss of a coin. The selection process shall occur within five (5) calendar days of receipt of the panel list.

6. Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with the specified time limits, processing of the grievance by the VILLAGE will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of his grievance. The employee must either accept or reject the disposition of his grievance, in its entirety. Thus, for example, if any employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, he may not accept the reinstatement and continue to grieve the loss of back pay. His only choices would be to accept the disposition of his grievance, or remain discharged and pursue the grievance further.

7. For the purposes of this Article, the term "calendar day" is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement, regardless of whether the grievant is on duty or off duty.
8. The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.
9. The VILLAGE and the ASSOCIATION shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will determine the statement of the grievance, provided, however, that 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 amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties.
10. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question(s) presented to him, which questions(s) must be actual and existing.
11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such costs.
12. The arbitrator's award shall be final and binding on the parties.
13. For the first three hundred sixty-five (365) days of consecutive service with the VILLAGE, an employee is probationary. That is, the employee serves at the will and pleasure of the VILLAGE and thus he may be disciplined or discharge without explanation or for any reason deemed sufficient by the appropriate VILLAGE official. Accordingly, probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.
14. The ASSOCIATION representative will be furnished with a copy of each grievance filed by an employee within the bargaining unit.
15. Employees may request to have an ASSOCIATION representative present at any step of the grievance procedure.

16. The ASSOCIATION will not be required to process the grievance of non-members. The ASSOCIATION will not be responsible for grievances proceeding to arbitration without being first notified by the VILLAGE in writing (and with a copy of the grievance) by the VILLAGE in a timely manner. The ASSOCIATION representative will have his/her name, address and all contact numbers on file with the VILLAGE.

17. The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

18. When arbitrability is raised by the VILLAGE with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself.

19. If the VILLAGE does not agree that the matter is arbitrable, notification shall be sent to the ASSOCIATION of such within ten (10) days of receipt of the ASSOCIATION request to proceed to arbitration. The parties agree that in such an instance, the VILLAGE may submit solely the question of arbitrability either to an arbitrator or to a court. If the arbitrability issue is submitted to an arbitrator, the decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed; and shall be submitted to the arbitrator within ten days of selection of the arbitrator. The arbitrator shall render the decision within fifteen (15) days of receipt of the parties' submissions.

20. Whichever party loses on the issue of arbitrability shall pay the costs involved in that proceeding.

21. If there is no objection by either party to the arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance is arbitrable, the parties shall proceed to arbitrate the grievance.

ARTICLE 18

DISCIPLINARY APPEALS

Appeals of disciplinary action shall be handled as follows:

1. An employee who wishes to challenge any disciplinary action shall file a notice of appeal to the Public Safety Director within ten (10) calendar days of notice of the disciplinary action. When an employee has received a written counseling, the employee may, within ten (10) days of receipt of the written counseling, submit a written rebuttal which shall be attached to the written counseling document in the employee's personnel file.

2. Upon receipt of a notice of appeal, the Public Safety Director or his designee shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Public Safety Director to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained.

3. An employee who is not satisfied with the Public Safety Director's decision can further appeal a discipline to the Village Manager. Upon receipt of a notice of appeal, the Village Manager shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Village Manager to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained. The decision of the Village Manager shall be final unless appealed as hereinafter set forth.

4. The ASSOCIATION may appeal a discipline greater than an eight (8) hour suspension without pay to arbitration using the same procedure for appointment of an arbitrator as set forth in Article 17 above. The request for appointment of an arbitrator must be made to the Village Manager in writing within ten (10) calendar days of the Village Manager's decision. The decision of the arbitrator shall be made within thirty (30) days following the conclusion of the hearing or the deadline for closing briefs, whichever is later. The arbitrator may sustain, reverse, or modify the discipline which was set by the Village Manager. The decision of the Arbitrator is final and binding on the parties.

5. No employee shall be subject to discipline of any type without just cause. No employee shall be subject to a suspension without pay or a termination without first being afforded a pre-determination conference with the Village Manager or his/her designee. No pre-determination conference shall be conducted with less than ten (10) calendar days notice to the employee.

ARTICLE 19.

ASSOCIATION ACTIVITIES

1. An employee shall have the right to join or not join the ASSOCIATION, to engage in lawful concerted activity for the purpose of collective bargaining or other mutual aid or protection, to express or communicate any view, grievance, complaint or opinion relating to conditions of employment or compensation, through duly appointed ASSOCIATION representation, all actions to be free from any and all restraint, coercion, discrimination or reprisal by the VILLAGE or the ASSOCIATION.
2. ASSOCIATION officials and/or members, no more than two (2), shall be granted reasonable time during working hours, without loss of pay, to negotiate with the representatives of the VILLAGE.
3. Reasonable time shall be granted for the processing of grievances with a duly designated representative of the ASSOCIATION during working hours. The VILLAGE, in its discretion, may stop the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the VILLAGE'S part shall not be arbitrary or capricious, nor shall it allow the VILLAGE to proceed in a manner which deprives the employee of his or her right of representation. An ASSOCIATION representative shall be permitted to accompany a fellow employee in circumstances such as:
 - A. The employee is required to appear at a hearing related to a grievance.
 - B. The employee is presenting or responding to a grievance.
 - C. The employee is subject to interrogation in conjunction with an internal affairs investigation.
 - D. The employee is attending a pre-determination hearing.
4. The Village Manager shall be immediately notified in writing, of changes of appointed ASSOCIATION representatives.
5. ASSOCIATION representatives shall be permitted to wear ASSOCIATION insignia while on duty. Said insignia shall be approved by the Public Safety Director or his designee.

ARTICLE 20.

RULES, REGULATIONS, DIRECTIVES

1. Amendments, additions or modifications to personnel rules, regulations, and departmental directives shall be in writing and a copy of the same shall be submitted to the ASSOCIATION no less than fourteen (14) days prior to implementation.

2. Nothing in this Article shall be construed as a waiver of the ASSOCIATION's right to bargain over the impact of any rule change which has the practical effect of altering the terms and conditions of employment, as established in this Agreement. Such a request for bargaining must be received within seven (7) days after notification to the ASSOCIATION by the VILLAGE of the implementation of a rule change.

ARTICLE 21.

BULLETIN BOARD

1. The ASSOCIATION will provide a serviceable bulletin board for its use. All materials posted must be signed by an official of the ASSOCIATION and a copy given to the Director. The VILLAGE agrees to furnish space for the bulletin board.
2. Bulletins shall contain nothing derogatory relating to the VILLAGE, its elected officials or supervisory personnel.

ARTICLE 22.

SCHEDULED HOURS OVERTIME PAY

1. The work schedules/cycles and procedures for paying overtime which are in effect at the time of ratification of this agreement shall be maintained as the status quo until changed as hereinafter set forth.
2. The VILLAGE has the right to change work/shift schedules, work cycles, and starting times during the term of this Agreement subject to the following:
 - A. The work cycle shall not exceed twenty-eight (28) days. The hours of work within the established work cycle shall be 6.1 (rounded) hours per day and as set forth in 29 C.F.R. section 553.230. Hours worked in excess of the maximum hours provided by the referenced regulation shall be paid at time and one-half the employee's regular rate of pay.
 - B. The VILLAGE shall provide the ASSOCIATION with no less than thirty (30) days written notice of its intent to alter work/shift schedules, work cycles, and starting times. The notice shall include a proposed date of implementation.
 - C. The ASSOCIATION may request impact bargaining over the proposed change.
 - D. If the ASSOCIATION requests impact bargaining, the implementation date shall be delayed thirty (30) days and the parties shall meet as soon as possible and engage in good faith bargaining over the impact issues identified by the ASSOCIATION.
3. Time off for a meal period shall not exceed one (1) hour.
4. For purposes of computing overtime pay, all authorized paid leave, except sick-leave, shall be considered time worked.
5. Employees assigned to "standby" will be paid a minimum of one (1) hour pay per "standby shift". In the event an employee is "called back", he or she shall receive a minimum of two (2) hours pay. "Standby" and "call back" time relate to emergency duty.
6. Employees may exchange hours subject to the approval of the Public Safety Director or his designee providing such exchanges do not result in overtime.
7. The VILLAGE retains the right to make changes in schedules when extenuating circumstances such as hurricanes or other states of emergencies dictate.

8. Civil Emergency Pay (from Comprehensive Pay and Classification Plan): Regular, part-time and seasonal employees who are released from work or who are retained or called back to perform VILLAGE work during the threat or occurrence of a hurricane, severe storm, civil disaster, or other emergency conditions affecting the VILLAGE shall be entitled to civil emergency pay as outlined below.

A local emergency shall be deemed to have commenced when the Village Council or Village Manager files with the Village Clerk a declaration of local state of local emergency. Immediately following such declaration, the Village Manager (or designee) will inform each Village department and office in as timely a manner as possible that a state of civil emergency is in effect.

The provisions of this Civil Emergency Pay Policy shall become effective immediately following the declaration of a state of emergency and are considered from that point to take precedence over all other Village Personnel Rules and Regulations, policies, resolutions, of the VILLAGE in the matters of pay, compensation, and leave as hereinafter set forth. The provisions of this Civil Emergency Pay Policy shall apply for the entire time period during which the declared state of emergency exists.

Designation of employees for purposes of establishing pay and compensation:

- A. In a manner to be determined by the Village Manager or his/her acting designee, all VILLAGE employees (regardless of full-time, part-time, seasonal, exempt or non-exempt status) will be classified into one of the following three categories:
- A = Essential/Mandatory Personnel
The assistance of these employees is considered essential to the VILLAGE'S ability to function and provide public services in the event of a civil emergency.
 - B = Essential Personnel
Depending on circumstances and needs, the assistance of these employees may be required in the event of a civil emergency.
 - C = Non-Essential Personnel
The assistance of these employees is normally not required during a civil emergency event.
- B. Employees who are classified as category "A" (Essential/Mandatory Personnel) are expected to report for work at the beginning of their assigned shift, work their entire shift, and be prepared to work any overtime hours as may be required under emergency conditions.
- C. Category "A" employees may also be required to report for work on unscheduled days or hours, and should be prepared to perform tasks outside their normal scope of duties. Category "A" employees may be required to remain at a designated facility during some portion of the emergency event.

- D. Employees who are classified as category “B” (Essential Personnel) should be prepared to report for work, and should be prepared to work any overtime hours if required to do so.
- E. Category “B” employees may also be required to report for work on unscheduled days or hours, and should be prepared to perform tasks outside their normal scope of duties. Category “B” employees may be required to remain at a designated facility during some portion of the emergency event.
- F. Employees who are classified as category “C” (Non-Essential Personnel) may be released from their normal work duties and schedules as circumstances dictate, subject to the following conditions:
 - 1. The employee is to remain in periodic contact with their supervisor or other designated representatives in accordance with departmental procedures;
 - 2. Be available to respond to call back assignments as directed; and
 - 3. Be prepared to work any overtime hours that may be required in advance of or following an emergency event.
- G. The VILLAGE retains the right to change at any time an employee’s designation (as either “A”, “B” or “C”), based upon the type of civil emergency that exists, and upon the level or stage of response that is deemed appropriate by VILLAGE management to address the civil emergency.

An employee who is directed to report for work during a declared civil emergency, and fails to do so is subject to being disciplined, up to and including termination. In addition to any disciplinary action, the employee shall forfeit any compensation payable under these policies, except compensation for hours actually worked.

Employee compensation:

- A. Any employee classified as either “A” (Essential/Mandatory) or “B” (Essential), who is not exempt from the overtime provisions of the Fair Labor Standards Act, will be compensated as follows during a period of local emergency:
 - 1. The employee will be paid their regular compensation of all hours they are scheduled for work, but released from work.
Example: If an employee’s is scheduled to work from 8:00 A.M. to 5:00 P.M., but is released from work at 3:00 P.M., the employee will be paid as though the employee worked until 5:00 P.M., however, only those hours actually worked will be counted for overtime purposes.
 - 2. The employee will be compensated at a premium rate of double their regular base rate of pay for all hours actually worked, including hours which would otherwise qualify for overtime pay (time and one-half).
Example: If an employee who earns \$10.00 an hour is scheduled and required to work at 8:00 A.M. but a local emergency was declared at 7:00 A.M., the employee shall be paid \$20.00 an hour for all hours actually worked until the local emergency ends.
 - 3. Any employee who is exempt from the overtime provisions of the Fair Labor Standards Act, except the Village Manager, will be compensated as follows: the employee will be paid their regular weekly pay plus one (1)

hour of straight time for each hour of work over 40 hours of work provided each hour of additional pay corresponds to an hour worked during the period of emergency.

Example: If a local state of emergency takes effect 8:00 A.M. on a Tuesday and ends 8:00 A.M. on Wednesday and the exempt employee is required to spend Tuesday night in the Emergency Operations Center (5:00 P.M. Tuesday to 8:00A.M. Wednesday), the employee is entitled to 15 hours of additional pay at straight time, provided they work the balance of their ordinary work week (Monday through Friday).

It is presumed, solely for the sake of the calculation of emergency pay, that an exempt status employee works an average of 40 hours per work week. All employees are responsible for keeping accurate time logs/records for hours worked during a declared state of emergency. The submission of a request for compensation for time worked when the employee did not actually work during a period of local emergency is grounds for termination of employment.

Leave requests approved prior to a declared emergency will be honored if, in the opinion of the employee's department director, the employee's absence will not adversely affect the VILLAGE'S ability to effectively respond to the emergency. However, all employees are subject to having previously approved leave cancelled, and new requests for leave denied, based upon an overriding organizational need to have the employee report for duty to fulfill their job assignments during an emergency. Any off-duty employee who anticipates being unavailable to respond to a call back assignment associated with an emergency has a responsibility to discuss their plans with the Public Safety Director and request to be relieved from call back responsibilities for the anticipated duration of the emergency. The Public Safety Director will evaluate the employee's reasons for the request to be relieved of possible call back responsibilities and notify the employee of his/her decision as soon as possible. All employees who request sick leave immediately prior to, during, or in recovery from a declared emergency may be required by the Public Safety Director to submit appropriate medical documentation to verify their sick leave request. Special Note: An employee who is on a previously approved leave that was not revoked prior to the specified civil emergency time period is not eligible for administrative leave with pay or any other form of special compensation that may be made available under the provisions of this policy.

If the declared emergency time period should encompass a holiday, an employee is eligible to receive any applicable holiday pay they are due in addition to any special compensation that is to be paid to under the conditions outlined above.

ARTICLE 23

COMPENSATORY TIME

1. For purposes of this Agreement, compensatory time shall be defined as that period of time which is earned by the employee for hours worked in excess of the employee's normally scheduled work period, accumulated at a rate of time and one-half (1 1/2) in lieu of monetary overtime compensation.
2. Compensatory time will be granted if the employee notifies the Public Safety Director of the contemplated use at least seven (7) calendar days prior to use, provided such use will not be unduly burdensome to the Public Safety Department's operation.
3. In the event more than one employee requests use of compensatory time off for the same period, seniority shall be govern choice.
4. Members may bank up to sixty (60) hours of compensatory time.

ARTICLE 24.

PUBLIC SAFETY CONTINUING EDUCATION

1. Courses to be taken during scheduled work time are subject to the officer's obtaining an approved replacement. In order to qualify for reimbursement under the VILLAGE'S tuition program, all courses to be taken must be prior approved by the Director of Public Safety and the Village Manager. The VILLAGE will reimburse the employee for the costs of public safety related continuing education. Any and all continuing education will be done on the employee's own time.

2. The VILLAGE will match all State payments for educational degrees.

ARTICLE 25.

WORK ASSIGNMENT OUT OF GRADE

1. An employee who is required to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds, for a full shift shall be paid five percent (5%) above the individual's present base rate for that position while so engaged.

2. An employee assigned to a rank which carries a rate of pay higher than the permanent rate of the assignee shall in the event of injury, illness, or death incurred while in the performance of service be compensated at the level of payment and benefits for the employee's permanent rank and not the assigned rank.

ARTICLE 26.

MEDICAL EXAMINATIONS

1. In those situations where the VILLAGE requires a medical examination, the entire costs shall be borne by the VILLAGE. The VILLAGE agrees to provide those vaccinations and examinations as required by section 112.181, Florida Statutes.

2. The foregoing shall not be construed to prohibit the VILLAGE from ordering an employee to undergo an examination to determine fitness for duty when the VILLAGE has a reasonable suspicion that the employee is unfit to perform his/her duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion testing shall not be required except upon the final approval of the Public Safety Director, after the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:

- A. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- B. Excessive use of sick time.

ARTICLE 27.

UNIFORM AND CLOTHING ALLOWANCE

1. Plain clothed officers shall be paid up to five hundred (\$500.00) dollars per year for the purchase of appropriate clothing. Receipts for such clothing must be presented to the Public Safety Director or his designee within thirty (30) days of payment. This clothing replacement allowance shall be paid semi-annually in increments of two hundred fifty (\$250.00) dollars each October 1st and April 1st. The clothing replacement allowance shall be prorated with the change of personnel in the Detective Bureau.
2. An eighty-five (\$85.00) dollar monthly allowance shall be paid to all members of the bargaining unit for the repair and cleaning of clothing used in the performance of duty.
3. Uniforms damaged beyond repair in the line of duty shall be replaced by the VILLAGE at no cost to the employee.
4. Costs for repair or replacement of watches or eyeglasses damaged or destroyed while in the course of duty will be paid by the VILLAGE at a cost not to exceed one hundred (\$100.00) dollars per item.
5. A shoe allowance of up to seventy-five (\$75.00) dollars per year shall be paid to all bargaining unit members during the first pay period in October.
6. Road Patrol and dispatchers shall be issued three (3) shirts and three (3) pair of pants annually.

ARTICLE 28.

VEHICLES AND EQUIPMENT

Use of Private Automobile. In the event an employee (if authorized and directed in advance) uses his own automobile for the performance of official duties on behalf of the VILLAGE, the employee will be compensated at the IRS rate prevailing at the time of use. VILLAGE vehicle use shall be covered by the VILLAGE'S adopted "Village Vehicle and Take Home Vehicle Policy."

ARTICLE 29.

PERSONNEL FILES - COMPLAINTS

The VILLAGE agrees that no disciplinary action shall be taken against a bargaining unit member without due process. Anonymous complaints may trigger an investigation, but an anonymous complaint alone may not be the basis of disciplinary action.

ARTICLE 30.

PROCEDURAL RIGHTS

The VILLAGE agrees that all rights of Law Enforcement Officers under investigation detailed and granted by Florida Statutes, Section 112.532(1)(a)-(i) and Section 112.533 (as amended from time to time) will be observed and practiced. The ASSOCIATION may post a copy of the Law Enforcement Officer's Bill of Rights (Part VI of Chapter 119), Florida Statutes, on the bulletin board(s). In the event of any conflict between the rights of a member under the Law Enforcement Officer's Bill of Rights and this agreement or any VILLAGE or Department policy or procedure, the rights afforded under the Law Enforcement Officer's Bill of Rights shall prevail.

ARTICLE 31.

WAGES

1. For year one of this agreement (10/1/06-9/30/07) the VILLAGE will convert from a pay for performance to a step pay compensation program. The minimum and maximum pay for positions in the Collective Bargaining Agreement are as follows:

Police Officer		
	step	amount
	1	39,772
7.00%	2	42,556
6.00%	3	45,109
6.00%	4	47,816
5.00%	5	50,207
5.00%	6	52,717
4.00%	7	54,826
4.00%	8	57,019
3.00%	9	58,729
3.28%	10	60,653

Sergeant		
	step	amount
	1	54,988
6.00%	2	58,287
5.00%	3	61,202
5.00%	4	64,262
5.00%	5	67,475
4.00%	6	70,174
3.50%	7	72,630
3.28%	8	75,016

Lieutenant		
	step	amount
	1	70,382
5.00%	2	73,901
5.00%	3	77,596
4.50%	4	81,088
4.00%	5	84,332
2.97%	6	86,838

Dispatcher I		
	step	amount
	1	31,156
6.00%	2	33,025
6.00%	3	35,007
5.00%	4	36,757
5.00%	5	38,595
5.00%	6	40,525
5.00%	7	42,551
4.00%	8	44,253
4.00%	9	46,023
3.22%	10	47,507

Dispatcher II		
	step	amount
	1	34,359
6.00%	2	36,420
6.00%	3	38,605
5.00%	4	40,536
5.00%	5	42,562
5.00%	6	44,691
5.00%	7	46,925
4.00%	8	48,802
4.00%	9	50,754
3.18%	10	52,367

Records Clerk		
	step	amount
	1	25,742
5.00%	2	27,029
5.00%	3	28,380
5.00%	4	29,799
5.00%	5	31,289
5.00%	6	32,854
4.75%	7	34,414
4.50%	8	35,963
4.00%	9	37,401
3.98%	10	38,889

2. For purposes of implementation bargaining unit members will be assigned a slot in the new step plan with full transition to their appropriate step over the term of the

three year bargaining agreement. Implementation for each member is as set forth in Appendix 1.

3. Notwithstanding transition to a step pay plan, performance evaluations will still be conducted and movement through the step plan is conditioned on a "Successful Level I" or better rating. A bargaining unit member who receives a performance evaluation rating of "Below Standards" or "Development Required" shall have a counseling session with supervisory personnel and be provided with performance goals. The member will be re-evaluated ninety (90) days following the counseling session. If a performance rating of "Successful Level I" or better is received, the member will move to the next step. An employee who does not obtain a "Successful Level I" or better is subject to a performance based discharge.

4. For year two of this agreement (10/1/07-9/30/08) the above-referenced pay plan will be increased by a percentage equal to the cost of living increase adopted by the Village Council for its fiscal year 2007-08 budget.

5. For year three of this agreement (10/1/08-9/30/09) the above-referenced pay plan will be increased by a percentage equal to the cost of living increase adopted by the Village Council for its fiscal year 2008-09 budget.

6. No member shall receive a base wage increase over the maximum salary (top-out) established in the VILLAGE pay plan. Increase over top-out pay shall be paid as lump sum payments and shall be treated as salary for pension calculation purposes.

7. The minimum rate established for the bargaining unit positions in the VILLAGE pay plan, shall be paid upon employment to "new hire" employees, except that an amount above the minimum rate may be paid when the rate is approved by the VILLAGE Manager following a written justification from the Public Safety Director. Approval will be based on the exceptional qualifications of the appointee or the inability to employ adequate personnel at the minimum rate. The Public Safety Director shall address in his justification the rate of pay of current members of the department who have comparable years of service as the proposed appointee.

8. The VILLAGE will appropriate \$27,500.00 for assignment pay for up to eleven (11) bargaining unit members assigned to act as Field Training Officers or Detectives. Assignment pay for each member assigned by the Public Safety Director, including Communications Training Officers, Crime Scene Technician/Evidence Custodian, will be \$2,500.00 annually, prorated to time assigned as those units above.

9. Additional monetary benefits as provided by the VILLAGE Comprehensive Pay and Classification Plan:

Short Term Disability Insurance – The VILLAGE'S current Short Term Disability Coverage shall be discontinued for PBA union-eligible employees.

Long Term Disability Insurance – The VILLAGE’S current Long Term Disability Program shall be discontinued for PBA union-eligible employees.

Life Insurance – The VILLAGE life insurance program for PBA union-eligible employees shall be a level equivalent to the maximum level allowed by IRS regulations before imputing added employee compensation (\$50,000, or \$25,000 after the age of 70).

Sick Leave Incentive Award Program – Regular full-time (non-probationary) PBA union employees who do not use any sick leave within any continuous six-month (6) period are eligible to earn eight (8) hours annual leave time as incentive for not using sick leave.

Certification Incentive - The certification incentive program will provide certification pay for job related certifications above those which are minimum requirements for the job, as recommended by the Public Safety Director and approved by the Village Manager. Certification incentive pay will be issued as follows:

- Certifications requiring an examination and continuing education - \$1,000
- Certifications requiring continuing education and no examination - \$1,000
- Certification requiring an examination with no continuing education - \$500

The maximum number of certifications eligible for the certification incentive will be three per individual. The certification incentive will not be included in the base pay rate, and payment will be prorated based on the standard pay cycle. Employees whose base pay plus other types of pay compensation has reached the pay range maximum will be ineligible for certification pay above the pay range maximum. For certification requiring renewal or continuing education, the employee is required to meet the appropriate renewal and to have the certification renewed in order to continue receiving the certification incentive pay. In addition, if an employee receiving EMT certification is promoted to a Paramedic position, the EMT certification pay will be removed.

Tuition Refund Program – The VILLAGE shall follow a tuition refund program that provides a maximum benefit of \$400 per semester for technical or undergraduate classes and \$450 per semester for graduate classes. The reimbursement amount depends on the cost of the class and the grade received. Employees must request approval for a course prior to the start of the course (at the time of enrollment) and then must submit proof of tuition amount paid and official grade report within thirty (30) days of successful completion of the course(s). The VILLAGE will make all approved payments within sixty (60) days of receipt of the necessary paperwork.

ARTICLE 32.

LONGEVITY BONUS

Employees whose compensation is equal to or exceeds the maximum annual pay range for their position shall be eligible for the annual performance incentive bonus program. Annual performance review bonuses would be paid lump-sum based upon written recommendation and documentation from the Public Safety Director; subject to written approval of the Village Manager or designee as follows:

Exceptional Level II performance review rating - \$1,200

Successful Level I through Exceptional Level I performance review rating - \$900

Development Required through Below Standards performance review rating - \$0

The bonus payment shall not be included in an employee's regular base rate of pay and shall not be carried forward in subsequent years.

ARTICLE 33.

PENSION

1. The VILLAGE and the ASSOCIATION have a mutual desire to study the feasibility of enhanced pension benefits for bargaining unit members, but to do so requires additional time to gather data and study benefit options. To facilitate closure of the current collective bargaining process, avoid impasse proceedings, and allow for implementation of the parties' tentative agreement on the balance of the collective bargaining agreement, including the provision for a retroactive compensation adjustment, the parties agree as follows:

- A. The parties will reduce to writing and submit for ratification a collective bargaining agreement which incorporates the tentative agreement of the parties, with the exception of a provision regarding pension benefits.
- B. The Village Manager will form a fact-finding committee which will include one (1) individual appointed by the PBA and one (1) individual appointed by IAFF to review items including, but not limited to, the following:
 - 1. six (6) year vesting
 - 2. increasing the multiplier to 3.0% with a 75% cap
 - 3. normal retirement at age 52 or 25 years of service
 - 4. discontinuance of lump sum payments
 - 5. capping overtime for pension purposes
 - 6. initiating employee contributions to date of hire

in an effort to evaluate various strategies to provide a financially prudent means of delivering retirement income to police officers and firefighters and providing program enhancements valued by current members of the pension program.

- C. Financial consultants and/or actuaries required to conduct the study will be selected by the fact committee with the necessary expenditures shared equally between the VILLAGE and the Pension Board.
- D. The fact-finding committee shall conclude its review and report its findings of fact in writing to the Village Council and Village's Police & Fire Pension Board by July 1, 2007.
- E. At the conclusion of the study period the VILLAGE and the ASSOCIATION shall reopen collective bargaining for continued negotiation of only this Article addressing pension benefits.

2. 457 Deferred Compensation Contributions (per Comprehensive Pay and Classification Plan) – The VILLAGE will match an employee's 457 Deferred

Compensation plan based on a contribution rate of 50-cents for every dollar of employee contribution – up to a monthly VILLAGE contribution limit of \$60 mo. (\$720 yr.).

ARTICLE 34.

TRAINING

1. The VILLAGE agrees to provide one week's advance notice for any training scheduled for weekends.
2. Any training beyond Dade, Broward, Martin, St. Lucie, and Palm Beach County will allow for an overnight stay paid for by the VILLAGE. When training in Dade County involves a two day class the night between the training days will allow for an overnight stay paid for by the VILLAGE.

ARTICLE 35.

PROBATIONARY EMPLOYEES

1. All new employees shall be designated as probationary employees and shall remain in probationary status in their classification for one (1) year from their date of graduation from the academy, or one year from their date of employment in the case of an employee hired who is already a certified officer who does not attend the academy.
2. Periods of absence of three (3) shifts or more during probation will extend the probationary period by the amount of the absence or one week, whichever is greater.
3. The probationary period shall be regarded as an intrinsic part of the examination process and shall be used for observing the employee's performance and adaptation to Village employment.
4. It is the obligation of all supervisory VILLAGE personnel to periodically review, in writing, the performance of all probationary employees and to recommend removal of personnel with less than an overall satisfactory performance from their position prior to the end of the probationary period. At a minimum, there shall be two (2) written performance evaluations conducted during the probationary period; the first evaluation at six (6) months of employment and the second during the final month of probation.
5. Upon the satisfactory completion of the probationary period the employee shall attain regular status. The Public Safety Director shall notify the Village Manager in writing that the employee's status has changed from probationary to regular. A copy of the notification shall be placed in the employees personnel file.

ARTICLE 36.

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

1. The VILLAGE and the ASSOCIATION acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. The VILLAGE and the ASSOCIATION agree that all negotiable items that should or could have been discussed, were discussed; therefore, neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
2. Therefore, this Agreement contains the entire contract, understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term.
3. In the event of a conflict between this agreement and any collateral document, the terms of this agreement shall control.

ARTICLE 37.

DURATION

This Agreement is effective retroactive to October 1, 2006, and shall continue in full force and effect until September 30, 2009..

APPROVAL

Pursuant to Florida Statute 447.309, the VILLAGE's Chief Executive Officer and the ASSOCIATION's Bargaining Agent hereby confirm that the foregoing represents the Collective Bargaining Agreement reached by the negotiators through bargaining.

This Agreement shall not be binding on the VILLAGE of North Palm Beach until it has been ratified by the Village Council and by the employees who are members of the bargaining unit.

THE VILLAGE OF NORTH PALM BEACH

**PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION**

By: 
Jimmy Knight
Interim Village Manager

By: 
Lawrence Fagan
Legal Counsel


Dated: 2/9/07

Dated: 2/9/07

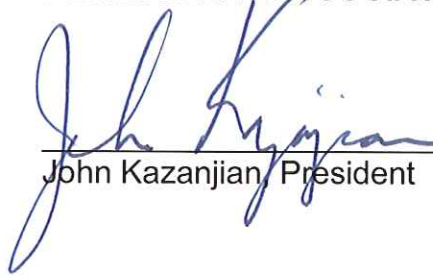
SIGNATURE PAGE

THE VILLAGE OF NORTH PALM BEACH

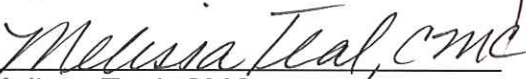
**PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION**



David B. Norris
Mayor



John Kazanjian, President



Melissa Teal, CMC
Village Clerk

Date of ratification by Bargaining Unit: 2/2/07

Date of ratification by the VILLAGE: 2/8/07

APPENDIX 1

Emp. No.	Position Title	Anniv. Date	Year One Step	Year Two Step	Year Three Step
70	Lieutenant	4/15/2005	3	4	5
91	Lieutenant	3/22/1998	6	6	6
1296	Sergeant	4/1/2004	2	4	6
1198	Sergeant	7/3/2006	2	3	4
116	Sergeant	6/16/2000	8	8	8
132	Sergeant	2/7/2002	6	7	8
145	Sergeant	7/3/2006	5	6	7
1531	Police Officer	5/12/2006	2	3	4
1152	Police Officer	4/13/2000	8	9	10
1155	Police Officer	2/26/2001	5	7	9
1514	Police Officer	11/28/2005	2	3	4
1132	Police Officer	7/27/2000	7	9	10
669	Police Officer	3/31/1994	10	10	10
1585	Police Officer	12/11/2006	2	3	4
1321	Police Officer	12/5/2002	4	6	7
1414	Police Officer	10/7/2004	4	5	6
1413	Police Officer	10/7/2004	4	5	6
1367	Police Officer	11/7/2003	3	5	6
456	Police Officer	11/14/1991	10	10	10
1258	Police Officer	11/19/2001	6	7	8
1189	Police Officer	11/22/2000	5	7	9
1563	Police Officer	10/30/2006	2	3	4
1515	Police Officer	11/2/2005	2	3	4
1449	Police Officer	3/31/2005	3	4	5
1354	Police Officer	7/31/2003	3	5	7
1558	Police Officer	9/11/2006	3	4	5
752	Police Officer	2/6/1995	10	10	10
1381	Police Officer	4/8/2004	3	5	6
Vacant	Police Officer				
173	Dispatcher II	5/5/1983	10	10	10
1519	Dispatcher I	1/3/2006	2	3	4
1323	Dispatcher I	12/12/2002	5	6	7
1528	Dispatcher I	3/27/2006	2	3	4
1281	Dispatcher I	4/11/2002	6	7	8
1080	Dispatcher I	1/14/1999	9	10	10
1513	Dispatcher I	11/28/2005	2	3	4
277	Records Clerk	10/1/1994	10	10	10
893	Records Clerk	7/17/1997	9	10	10