

**THE CITY OF
PALM BEACH GARDENS**

AND

**PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**

POLICE LIEUTENANTS

**OCTOBER 1, 2007
THROUGH
SEPTEMBER 30, 2010**

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ARTICLE 1

PREAMBLE

Section 1. In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Palm Beach Gardens this agreement is entered into by and between the City of Palm Beach Gardens, a municipal corporation in the State of Florida, hereinafter called the "Employer" or the "City" and the Palm Beach County Police Benevolent Association, hereinafter referred to as the "PBA" or "Association". The labor agreement is applicable for employees as defined in Case No. RC-90-013 issued to the PBA in accordance with the Certificate granted by the Public Employees Relations Commission on July 17, 1990.

Section 2. The purpose of this agreement is to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this agreement, and to set forth herein the basic and entire agreement between the parties in the determinations of wages, hours and terms and conditions of employment.

Section 3. The parties recognize that the basic interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and function of the municipal government, and by providing in the most efficient manner, superior public service to the citizens of the community.

ARTICLE 2

RECOGNITION

Section 1. The City of Palm Beach Gardens hereby recognizes the Palm Beach County Police Benevolent Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2. The bargaining unit for which this recognition is accorded is as defined in Case No. RC-90-013 granted by the Public Employees Relations Commission on July 17, 1990, comprising of all sworn police officers of the City of Palm Beach Gardens who hold the rank of Lieutenant who are certified officers; excluding all other municipal employees, all non-sworn municipal employees working in the Police Department, and all police officers of the rank higher than Police Lieutenant.

Section 3. The Palm Beach County Police Benevolent Association hereby recognizes the City Manager or his/her representative as the Public Employer's only representative for the purpose of collective bargaining and the City recognizes the PBA President or his representative as the PBA's only representative for purposes of collective bargaining.

Section 4. For the purpose of this agreement, the terms bargaining unit employees, officer, member and employee shall be synonymous.

ARTICLE 3

ACTING CAPTAIN AND MAJOR PAY

Section 1 To assure the orderly performance and continuity of services, the City may temporarily upgrade employees on an acting basis to positions of a higher rank. For the purpose of this article, it is understood that temporary upgrading may be required in order to fill or compensate for temporary Captains' and/or Majors' vacancies, which may exist for any of the following reasons:

1. A Captain's and/or Major's position is permanently vacant and is scheduled to be filled by a regular full-time employee, and a short period of time is required so as to proceed with and complete the normal appointment procedures.
2. A Captain's and/or Major's position is temporarily vacant, although permanently filled, because the regular employee is on personal leave, disability leave, or other approved leave of absence.

It is not the intent of the City to circumvent or avoid the normal employment or promotion process however, and therefore the City shall make every possible and reasonable effort to fill vacancies in a most expeditious manner, and to keep the need for such temporary upgrading to a minimum.

Section 2: A Lieutenant assigned to work at the City's request as a Captain or Major for one (1) full shift or more shall receive assignment pay of five percent (5%) above his base rate of pay for all hours worked in that assignment.

ARTICLE 4

ASSOCIATION REPRESENTATIVES

Section 1: A bargaining unit member who is an elected PBA official and/or bargaining unit member of the PBA negotiating team shall be permitted to use leave from the PBA time pool, excluding unscheduled leave, for the purpose of conducting PBA business and negotiations provided that:

- (1) All requests for use of PBA time will be submitted to the representative(s) Bureau Captain.
- (2) Sufficient manpower is available to maintain efficiency of operations during the absence of the PBA officials as so determined by the Chief of Police or his designated representative.

Section 2: It shall be the responsibility of the bargaining unit to promptly notify The Chief of Police in writing of any change in the designation of PBA representatives.

Section 3: In the absence of an elected representative for this bargaining unit a designated site representative shall be appointed by the lead PBA representative. The site representative shall be permitted to use time from the PBA time pool, excluding unscheduled leave, for the purpose of conducting PBA business and negotiations provided that a written request for use of PBA time will be submitted to the representative(s) Bureau Captain.

ARTICLE 5

BARGAINING UNIT IDENTIFICATION

Section 1: Upon request, the City agrees to provide to the PBA on an annual basis a roster of the bargaining unit including name, address, date of birth, social security number, and current pay.

ARTICLE 6

BEREAVEMENT LEAVE

Section 1: In the event of the death of the mother, father, step-mother, step-father, brother, sister, husband, wife, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law of an employee, in state or out-of-state, such employee shall be entitled to funeral leave for the purpose of arranging, and attending, said relative's funeral for a period of three (3) working days for any one death. In the event the death requires an out of area trip exceeding 250 miles one way, The Police Chief shall authorize an additional (2) working days.

Section 2: An employee on funeral leave provided in the Article shall be paid for such hours, which the employee would normally be scheduled to work.

Section 3: The City reserves the right to require documentation supporting compliance with the provisions of this Article after the employee returns to work.

Section 4. The provisions of this Section shall not apply to employees who fail to contact the employer prior to taking such leave.

ARTICLE 7

CHANGE OF STATUS

Section 1: The placement of employees within the Police Department shall be the responsibility of the Chief of Police. An employee may be transferred or reassigned for operational reasons.

Section 2: Whenever feasible, employees will be notified at least two (2) weeks in advance of transfer, reassignment or change of shift.

ARTICLE 8

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

Section 1. The parties acknowledge and agree 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 or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Each party agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement, but it is further recognized that this Article does not constitute a waiver of the PBA's right to negotiate any past practice or changes in contractual terms.

Section 2. By mutual agreement, any item may be brought to the table for negotiations.

The parties agree not to propose any changes to this agreement, during the duration of this agreement, unless there is mutual consent to negotiate such changes.

ARTICLE 9

COURT TIME

Section 1: A Lieutenant, who is required by the City to be in court while off duty, shall receive a minimum of three (3) hours pay at one and one half (1.5) his regular rate of pay. All hours worked under this section shall be considered overtime for the purposes of payroll calculation.

Section 2: For each court appearance in excess of three (3) hours, an officer shall receive credit for all hours during which his attendance is required in accordance with the FLSA.

Section 3: 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 officer is released by the court until the time stated on the next subsequent subpoena.

ARTICLE 10

DISCIPLINE

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

Section 2: No employee shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The loss of pay in reassignment shall be considered as part of the determination of the disciplinary action. Disciplinary action may include:

- a. Written Reprimand
- b. Suspension without pay
- c. Demotion
- d. Dismissal

Section 3: A written reprimand may be grieved but not subject to the arbitration provisions of this Agreement.

ARTICLE 11

DUES DEDUCTION

Section 1: Upon receipt of a lawfully executed written authorization form from an employee, the City agrees to deduct the current regular associated dues once each month and remit such deductions to the duly elected Treasurer of the PBA within fifteen (15) working days from the date of deduction. The PBA will notify the City, in writing, thirty (30) days prior to any change in the regular PBA dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for association dues.

Section 2: Any employee may at any time, revoke his dues deduction and shall submit revocation form to the City's Finance Director with a copy to the Association.

Section 3: The PBA agrees to pay to the City forty (40) dollars per year to cover administrative costs and changes. The amount will be deducted annually from the first remittance in January.

Section 4: The PBA agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF PBA DUES

I hereby authorized the City of Palm Beach Gardens to deduct from my wages each month the current regular monthly PBA dues and to transmit this amount to the Treasurer of the Palm Beach County Police Benevolent Association.

DATE: _____

NAME: _____

ADDRESS: _____

SIGNATURE: _____

INSTRUCTION TO STOP PAYROLL DEDUCTION OF PBA DUES:

I hereby instruct the City of Palm Beach Gardens to stop deducting from my wages each month the current regular Monthly PBA dues of the Palm Beach County Police Benevolent Association. A copy of this revocation has been forwarded to the Treasurer of the PBA.

DATE: _____

NAME: _____

ADDRESS: _____

SIGNATURE: _____

Section 5: The PBA agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought and issued against the City as a result of any action taken or not taken by the City on account of payroll deduction of PBA dues.

ARTICLE 12

DURATION

Section 1: This agreement shall be effective October 1, 2007, subject to ratification by the PBA and approval and appropriation of the necessary funds by the City Council of the City of Palm Beach Gardens, Florida. This agreement shall continue in full force and effect from October 1, 2007 to September 30, 2010.

Section 2: Should the contract not be ratified by the PBA and approved by the City Council for the year beginning October 1, 2010, this agreement shall remain in full force and effect until replaced by a new agreement.

ARTICLE 13

FUNERAL EXPENSE

Section 1: The City will provide for funeral and burial expense for members who die in the line of duty who are eligible for Statutory Death in Line of Duty benefits an additional benefit of \$10,000 to be paid directly to the beneficiary of said member.

ARTICLE 14

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

STEP 1. The aggrieved employee or an Association representative shall present the grievance or dispute in writing, setting forth the facts with particulars and the remedy sought, within ten (10) working days (Monday through Friday) of its occurrence or knowledge thereof, to the Chief. The Chief of Police shall reply in writing within ten (10) working days (Monday through Friday) of receipt of the grievance or dispute. If the Chief of Police shall fail to respond in writing, the grievance is presumed to be denied and the employee may move to the next step.

STEP 2. If no written reply has been made or if a written response has been made, and the aggrieved employee is dissatisfied, the aggrieved employee or the PBA representative may, within ten (10) working days (Monday through Friday) of receipt of a reply or if none is submitted, present the grievance or dispute to the Human Resources Director.

The Human Resources Director shall reply in writing within ten (10) working days (Monday through Friday) of receipt of the grievance. If the Human Resources Director fails to reply in writing, the grievance is presumed to be denied and the employee may move to the next step.

STEP 3. If the Human Resources Director replies and the aggrieved party or the PBA is dissatisfied, then the grievance may be submitted to the City Manager within ten (10) working days (Monday through Friday) of receipt of the Human Resources Director's reply. The City Manager shall reply within ten (10) working days (Monday through Friday) of receipt of the grievance or dispute. If the City Manager fails to reply in writing, the grievance is presumed to be denied and the employee may move to the next step.

STEP 4. If the grievance has not been settled by Steps 1-3, the PBA or the City may refer it to arbitration within fifteen (15) working days (Monday through Friday) of receipt of the City Manager's reply. The PBA or the City will submit a request to the Federal Mediation & Conciliation Services (FMCS) for a panel of nine (9) arbitrators from which one (1) shall be selected by the Parties. The arbitrator's decision shall be supported by substantial evidence on the record as a whole.

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

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

Section 5: Expedited Arbitration

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

- (1) The selection of an arbitrator must be completed within the time limits provided by the FMCS. Failure to do so will bar the untimely party from submitting its preference or choice of an arbitrator.
- (2) After an arbitrator has been selected, the arbitration hearing shall be held no later than thirty (30) days thereafter, unless the arbitrator is unavailable within this thirty (30) day period.
- (3) Briefs, if any, must be filed with the arbitrator no later than thirty (30) days after the close of the hearing or after receipt of the transcript, if a transcript is requested.
- (4) The arbitrator must render an opinion within thirty (30) days of receipt of the briefs.

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

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

ARTICLE 15

HOLIDAYS

Section 1: The official holidays to be observed by bargaining unit members shall be:

New Years Day
Martin Luther King's Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 2: Bargaining unit members shall also receive a floating day, and this day shall be considered a full shift off. This shall be requested in advance and taken any time during the calendar year (January 1 - December 31). The floating day is not considered an official holiday for overtime purposes.

Section 3: If an employee has credited time of forty (40) hours for the work week, excluding unscheduled leave, disability leave, or leave without pay, the rate of pay for the employee whose services are required on an official holiday shall be a day's pay for the holiday, plus one and one-half (1.5) times the employee's straight time rate of pay for every hour worked. However, if the employee does not have credited time of forty (40) hours for the work week, any employee who shall be required to perform work on a holiday shall be given another day off in lieu of the holiday, or compensated at straight time plus an additional four (4) hours straight time pay.

Section 4: Employees, who receive compensation for an official holiday without working on such holiday, shall be paid 8 hours at their regular straight time rate of pay for the day on which the holiday falls. The Chief of Police or his designee shall determine the personnel required to work each holiday.

ARTICLE 16

INSURANCE BENEFITS

Section 1: The City shall continue providing the current insurance coverage at no cost to employees through September 30, 2010.

Section 2: Employees who elect to maintain dependent coverage will contribute a portion of the cost of said coverage not to exceed \$200.00 per month for the first year of the Agreement, \$220.00 for the second year and \$240.00 for the third year. The bargaining unit employees will contribute the same percentage toward the cost of dependent coverage that other non-bargaining unit employees are required to pay.

Section 3: In the event that the City determines that there is to be a substantial benefit reduction, either party may request a re-opener of this Article.

Section 4: The Parties to this Agreement shall work as expeditiously as possible to establish a Voluntary Employees Beneficiary Association ("VEBA") as a funding vehicle to provide all bargaining unit members, including members currently in the DROP, with some level of post-employment health care benefits on a pre-tax basis, provided there shall be no expense to the City.

ARTICLE 17

LEAVE OF ABSENCE

Section 1: Leaves of absence without pay for a period not to exceed twelve (12) months may be granted at the sole and exclusive discretion of the City Manager or Designee.

Section 2: An officer who is a member of a military reserve unit and who must attend annual field training sessions is entitled to a leave of absence as provided by Federal Law. Upon presentation of military pay orders, the City will reimburse the employee for the difference between his military pay for the annual training session and his regular rate of pay. An employee called to active duty will be treated in accordance with Federal Law.

Section 3: An employee who is on duly authorized paid leave of absence will continue to maintain all benefits including seniority, longevity, and insurance benefits.

Section 4: An employee on an authorized unpaid leave of absence will continue to receive full benefits for up to thirty (30) calendar days. After thirty (30) calendar days, the employee will continue to accrue seniority but will not receive any other benefits, except the employee may continue health insurance by paying the entire premium.

ARTICLE 18

LEGAL BENEFITS

Section 1. The City shall, upon timely notice by an employee, undertake the defense of any employee covered by this agreement against civil damage suits arising from and in connection with his/her employment.

Section 2. The City shall indemnify all employees against judgments for compensatory damages rendered against an employee in a civil damage suit arising from and in connection with duties performed by the employee in the scope of his employment for the City provided that the employee is not engaged in gross negligence or intentional misconduct. The City shall not indemnify any employee against judgments rendered in civil suits which the City has not been given notice of and an opportunity to defend.

Section 3. The employee shall give notice to the City during their tour of duty of all injuries or damage to persons or property, including the employee himself, incurred by or witnessed by the employee while the employee is on duty.

Section 4. It shall be the duty of the employee to notify the City Manager's office or designee at first reasonable opportunity after being served with any civil action.

Section 5. Failure to provide the notices required in Section 3 and 4 may result in disciplinary action, but shall not limit the City's obligation to provide defense and indemnification, provided reasonable notice is given and the City's opportunity to defend is not adversely affected.

Section 6. The employee has the right to retain legal counsel of his choice at his own option and expense. The City shall make copies of discovery documents available to the employee at no cost to the employee, provided there is no disputed issue of liability between the City and the employee involved in the suit.

ARTICLE 19

LONGEVITY BENEFITS

Section 1: All bargaining unit members hired before October 1, 1991 Lieutenants who have completed their required years of service, indicated below, shall be entitled to a percentage increase in salary as follows:

<u>Years of Continuous Service</u>	<u>Percentage Increase in Salary</u>
4 years	2%
7 years	4%
11 years	6%
15 years	8%
20 years	10%

Said percentage increases shall be added to base salary.

Section 2: Continuous service for purposes of this article shall be defined as employment in the city service without break or interruption. Layoffs not exceeding one year, authorized military leave educational leave, personal leave or other leave or lawful extension thereof, or reinstatement in accordance with this Agreement, shall not affect continuity of service.

Section 3: Longevity allowances for employees hired after September 30, 1991, shall be as follows:

Bargaining unit members shall be entitled to a percentage increase to their base wages when they have completed their required years of service as indicated below:

(For example, an employee with more than 10 years continuous service but less than 15 will receive 2.5% upon completion of 15 years continuous service.)

<u>Years of Continuous Service</u>	<u>Percentage Increase in Wages</u>
7 years	2.5%
10 years	2.5%
15 years	2.5%
20 years	2.5%

ARTICLE 20

MAINTENANCE OF CONDITIONS

Section : All matter's pertaining to terms of employment and working conditions guaranteed by law and written policy to employees within the bargaining unit shall apply to the extent that they are not in conflict with the provisions of this agreement.

Section 2: Any written rule, regulations, policy or procedure affecting employees of the bargaining unit in effect prior to as well as those issued after the effective date of this agreement shall remain and be in full force and effect unless changed, modified or deleted by the employer or unless in conflict with any article or section of this agreement.

ARTICLE 21

MANAGEMENT RIGHTS

Section 1: The Police Benevolent Association and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to determine the mission of the City and its various departments, divisions and other units of organization; set standards of service; establish and implement policies and procedures related to employment, promotions, position classification, discipline, transfer, assignment, and scheduling of employees; subcontract work; merge, consolidate, or close a department or any part thereof or expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency, or interim basis, determine the number, location and operations of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities, and equipment. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

Section 2: If, at the discretion of the City Manager, it is determined that civil emergency conditions exist, i.e., riot, civil disorder, or natural disaster, the provisions of this Agreement may be suspended for good cause by the City Manager during the time of such emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 22

NON-DISCRIMINATION

Section 1: The City will not discriminate against any employee covered by this agreement because of membership or non-membership in the Association or authorized activity as required in this agreement in behalf of the members of the PBA.

Section 2: Neither the City nor the PBA will discriminate against employees covered by this agreement as to membership or representation with regard to terms and conditions of membership because of race, creed, color, disability, national origin, age, sex, sexual orientation or marital status.

Section 3: While claims of discrimination may be processed through normal City complaint procedures, if the matter cannot be resolved the employee should address the issue to the appropriate county, state and/or federal agencies that deal with these issues. Complaints of discrimination may not be processed through the arbitration procedure.

ARTICLE 23

OFF DUTY/EXTRA DUTY EMPLOYMENT

Section 1: No member of the bargaining unit may hold outside employment unless the employee's written request for approval of such employment is approved by the Police of Chief. The granting of such approval is expressly contingent upon the following:

- A. Assurance that the employee's City position is of primary importance.
- B. Consideration of the effect the outside employment may have upon the efficiency of the requesting employee; and
- C. Determination as to the compatibility of the outside employment with the City employment.
- D. Whenever the outside employment is in the nature of "Security Guard" type work, as determined by the Chief of Police. The employee will provide the City a certificate of insurance from the proposed outside employer (or from the employee as an independent contractor), the certificate of insurance must be approved and accepted by the City. In order to be acceptable, said certificate of insurance must prove that the employee and the City of Palm Beach Gardens are adequately insured against liability for any and all acts done by or caused by such employee while engaged in such outside employment, and that the employee and the City are adequately covered for any worker's compensation liability arising out of such outside employment.

The above paragraph notwithstanding, the City does hereby reserve the right, at any time and at the sole discretion, to require any or all such future employers to contract directly with the City for such outside employment services (which are related to the employee's City job function). The City shall pay the lieutenant who performed such extra duty/outside employment \$43.00 per hour, in FY 2008/2009 \$45.00, and in FY 2009/2010 \$47.00.

In cases of such approved outside employment, which is contracted through the City, no certificate of insurance shall be required from the outside employer. Such outside employment contracted through the City may include both temporary and long term outside employment, by one or more such outside employers. All outside employment contracted through the City shall continue to be subjected to the conditions set forth in paragraphs A, B, and C above.

The City must assign a lieutenant to any Extra Duty Detail where two (2) sergeants or more are assigned in a supervisory capacity, which shall include the

Honda Classic. All required deductions for social security and taxes shall also be made by the City prior to payment to the employee. Any Lieutenant assigned to extra duty employment on Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, Super Bowl Sunday, Easter, Memorial Day, and Independence Day shall be compensated an additional five dollars (\$5.00) per hour above the regular rate.

Section 2: No member of the bargaining unit may work at any previously approved outside employment, nor at any future outside employment, while said member is on injury leave or restricted duty or for a workers' compensation injury, unless additional express approval for such outside employment is obtained by the member from the Police Chief, who shall take into consideration the recommendation(s) from the employee's physician and/or from the City Physician.

ARTICLE 24

PERSONNEL RECORDS

Section 1. The City agrees that all official personnel records shall be kept confidential to the extent provided by law.

Section 2. The name and photograph of a bargaining unit employee may be furnished to the news media in order to announce promotions or acts of exemplary service, with the approval of the employee.

Section 3. The City agrees that upon request, and appointment, a bargaining unit employee shall have the right to inspect his official personnel record. No record(s) shall be hidden from an employee's inspection.

Section 4. The City agrees that a member shall have the right to include in his official personnel record a written and signed refutation (including signed witness statements) of any material he considers to be detrimental.

Section 5. All insertions, upon approval by the Human Resources Director, into a member's personnel file will remain a permanent part of the member's official personnel records.

ARTICLE 25

PHYSICAL EXAMINATION

Section 1. Bargaining unit members shall receive an annual comprehensive physical examination, including X-rays and EKG. Said examination will be performed by the bargaining unit member's primary care physician. The City will pay any co-payment incurred by the bargaining unit member's medical insurance. The results will be entered on the City's Fitness for Duty form and provided to Human Resources Administrator.

Section 2. The City shall provide all physical examinations during a bargaining unit member's on-duty time.

ARTICLE 26

PROHIBITION OF STRIKES

Section 1. No employee, PBA officer, or agent shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provision of this Article may be discharged or otherwise disciplined by the employer.

Section 2. In the event of a strike, slowdown, concerted stoppage of work, or other intentional interruption of the operations of the employer, regardless of the reason for doing so, the PBA shall direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities. If the Union fulfills in good faith all of the obligations under this section, the City agrees that the Union will not be liable for any damages resulting thereafter.

Section 3. The employee and the PBA individually and collectively, shall be liable for any damages which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this Article.

ARTICLE 27

PROMOTIONS

Section 1: When a budgeted Lieutenant's position exists and is declared vacant by the City, appropriate notice shall be given. However, the City is not obligated to fill a vacant Lieutenant's position.

Section 2: The City will announce promotional examinations at least forty-five (45) days prior to the testing date. The City will also list the areas, which the examination will cover, provide the sources from which the examination is drawn and make all such reference material available.

Section 3: The City agrees to use only job-related materials for promotional examinations.

Section 4: The City agrees that promotions within the bargaining unit shall be made in accordance with department policy, which shall not be changed without mutual consent of the City and the PBA, if such change affects/modifies this Agreement.

Section 5: If the City promotes to the rank of Captain from within the bargaining unit, such promotion shall come from the rank of a non-probationary Lieutenant.

Section 6: Selections for promotion will be made from the promotion register based on the rule of three. The Chief may select any officer from the top three candidates on the register, if the selection is not made from the top three, each officer who was rated higher than the one selected will be provided a written explanation as to why he was not promoted. The City may delay a promotion with respect to any person who is the subject of an active investigation by any law enforcement agency.

Section 7: All promotions shall have a probationary period of six (6) months.

Section 8: The Chief of Police, with the City Manager's approval, may extend the probationary period for up to six (6) additional months for any employee in order to further evaluate performance or if mandatory educational requirements have not been met within the probationary period. Notification of extension of probation shall be provided to the employee in writing, with the reason for extension attached hereto.

Section 9: The Police Chief may, at his/her discretion, demote any lieutenant during the probationary period of the promotion to lieutenant, and said demotion shall not be subject to the grievance procedure contained in this agreement. To attain regular status, the Chief of Police must notify the City Manager in writing that the Lieutenant's performance is satisfactory and he/she is to continue in the position.

Section 10: A member who does not successfully complete the probationary period will be returned to the rank of Sergeant in the pay range at which he/she would have, if he/she not been promoted.

Section 11: When a Sergeant is promoted to Lieutenant his/her salary shall be increased by 8%.

Section 12: The Parties agree to meet in an effort to create a new Promotions Article. Should the Parties reach a written agreement, the new Article will replace the current Article 27.

ARTICLE 28

SALARIES

Section 1: Effective October 1, 2007, 2008 and 2009, all Lieutenants will receive a six percent (6%) salary adjustment.

The maximum of the pay range will be increased by four percent (4%) October 1, 2007, 2008 and 2009.

Section 2: Any bargaining unit member assigned to B Platoon shall receive 2 hours compensatory time per month.

ARTICLE 29

SAVINGS CLAUSE

Section 1: If any article or section of this agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement.

Section 2: In the event of invalidation of any article or section, both the City and the PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 30

SENIORITY

Section 1: Seniority shall consist of continuous accumulated paid service with the Department and shall be computed from the time of appointment. Seniority shall accumulate during absence because of illness, injury, vacation, military leave, or other authorized leave.

Section 2: The City agrees that seniority shall govern the following matters:

- a. Whenever practicable, vacations for each calendar shall be drawn by employees on the basis of seniority in rank.
- b. In the event of a lay-off for any reason, employees shall be laid off in the inverse order of their seniority. Such lay-off will be accomplished within the established rank structure.
- c. Employees shall be called back from lay-off according to their seniority. Such callbacks will be accomplished within the established rank structure in Section 2 - 2.
- d. Such actions will incorporate a certified letter, to the employee who will specify a thirty (30) day time limit for reply as to whether or not he wishes to be considered for his old position. In any event, no position will be held open longer than thirty (30) days after the receipt of the certified letter advising that the old position be held for him/ her.
- e. Lay-off will follow the procedure outlined in the City's Personnel Program.

Section 3: Employees shall lose their seniority as a result of the following:

- a. Termination
- b. Retirement
- c. Resignation
- d. Unjustified absence for more than five (5) workdays.
- e. Failure to report to the City Manager's Office intention of returning to work, within thirty (30) days of receipt of recall, as verified by Certified Mail, Return Receipt.
- f. Failure to report from Military Leave within the time limits prescribed by law.

ARTICLE 31

PERSONAL LEAVE

Section 1:

This Section establishes the City’s policy regarding the accrual and use of personal leave. It is the policy of the City to promote the efficiency, health and morale of employees through periodic interruption from their duties. Personal leave provides time away from the work environment to pursue activities that promote the well-being of the employee and good physical, mental, and emotional health.

This Section applies to all full-time employees. Personal leave may be used for vacation, illness, or personal days.

Personal leave is accrued monthly as follows for full-time employees assigned to a forty-hour (40-hour) workweek.

<u>Years of Continuous Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>
0 – 4 years	16 hours per month	192 hours/year
5 – 8 years	18 hours per month	216 hours/year
9 – 12 years	20 hours per month	240 hours/year
13 – 16 years	23 hours per month	276 hours/year
17 – 20 years	25 hours per month	300 hours/year
Over 20	28 hours per month	336 hours/year

Personal leave shall be credited to the employee’s personal leave balance on the first day of each month for the leave earned in the preceding month. For a new employee, the beginning date of employment shall be on or before the twentieth (20th) day of the month in order for the employee to be credited with personal leave time for that month.

The maximum accrual of personal leave is based on the length of continuous service.

<u>Years of Continuous Service</u>	<u>Maximum Accrual</u>
0 – 4 years	300 hours
5 – 8 years	400 hours
9 – 12 years	450 hours
13 – 16 years	500 hours
17 – 20 years	550 hours
Over 20 years	640 hours

Employees may receive pay for personal leave hours that have been accumulated in excess of 100 hours. Payment in lieu of personal leave time shall be paid twice a year at employee's request, based on the current fiscal year. (See **Personal Leave Cash-In Form**)

A. Request for Leave

1. Scheduled Leave

Personal leave shall be requested by employees by submitting a "**Request for Leave**" form to their supervisor. Requests for personal leave shall be submitted in advance of the proposed absence. Supervisors must consider all requests for personal leave, giving due consideration to the needs of the department and the ability of the remaining staff to perform the work of the department or division. Each employee shall give his/her supervisor at least ten (10) days notice for scheduled leave of five (5) days or more. This notice requirement is subject to change by each department and the notice may be waived by a supervisor for any short term unscheduled leave.

2. Unscheduled Leave

To utilize unscheduled leave, such as illness, the employee shall notify his/her supervisor prior to the beginning of the scheduled workday, or prior to leaving the work assignment.

All probationary full-time employees are eligible to use unscheduled personal leave.

The maximum continuous personal leave for which employees are eligible shall be four (4) calendar weeks. The City Manager may approve more than four (4) weeks if he/she determines the City will not be adversely affected.

The accrual is not available until the first day of the following month. Employees are not entitled to use personal leave that has not been earned.

B. Payout

Upon separation from employment, employees will be paid for all accrued personal leave. Any accrued personal leave shall be paid at the employee's final base rate of pay. Longevity shall not be paid on accrued personal leave.

Section 2: Acute Illness Leave

This Section establishes the City's policy regarding the accrual and use of acute illness leave. Only full-time employees are eligible to accrue acute illness leave. This leave may be used for illness by the employee, illness by the employee's spouse, or illness by the employee's dependent children including stepchildren and adopted children.

Full-time employees shall accrue four (4) hours per month in acute illness leave.

Acute illness leave is accrued monthly.

Acute illness leave may be used only after three (3) consecutive personal days as a result of illness. Acute leave may be utilized commencing on the fourth consecutive day of illness. The illness or injury shall be verified in writing by a licensed physician.

Acute illness leave shall be credited to eligible employees on the first day of each month for the leave earned in the preceding month. For a new employee, the beginning date of employment shall be on or before the twentieth (20th) day of the month in order to be credited with acute illness leave time for the month.

The minimum charge for acute illness leave shall be units of eight (8) hours except hours used for disability.

Acute illness leave is not transferable to other employees.

Upon separation from employment, employees shall not be entitled to any reimbursement of accumulated acute illness leave.

ARTICLE 32

SUBSTANCE USE POLICY AND TESTING

See the City of Palm Beach Gardens Drug-Free Work Place policy.

ARTICLE 33

TRAINING

Section 1: The parties acknowledge that not all police lieutenants require an expertise in the use of the variety of police equipment utilized in law enforcement activities and agree that other training may be initiated to provide bargaining unit members with the background to do their job in a competent manner when so determined by the Chief of Police.

Section 2: A Corrective Action Form may be initiated for any non-disciplinary actions pertaining to a Bargaining Unit member and placed in his/her training file for evaluation purposes. If the Bargaining Unit member does not repeat the conduct subject of this form for a one year period, the form shall be purged in accordance with Florida Department of State General Schedule for State and Local Government Agencies Item 206. If the Bargaining Unit member repeats the conduct subject of this form during the one year period, the Bargaining Unit member may be subject to discipline.

ARTICLE 34

TRAVEL ALLOWANCE

Section 1: Privately owned vehicles may be used by bargaining unit members on official City business if authorized by the Chief of Police. Whenever travel by a privately owned vehicle is authorized, the bargaining unit member shall be entitled to a mileage allowance as per city policy.

Section 2: The City shall pay the reasonable cost for meals and lodging for bargaining unit members while performing any Department directed activity overnight or outside of Palm Beach County.

ARTICLE 35

HIGHER EDUCATION- TUITION REIMBURSEMENT

Lieutenants will receive the education reimbursement policy of the City.

ARTICLE 36

UNIFORMS AND EQUIPMENT

Section 1: The City shall furnish to all bargaining unit members who are required to wear such uniforms in the performance of their duties.

Section 2: Any uniform or related equipment initially supplied by the City, which is damaged or destroyed while an officer is acting in the performance of his official duties, shall be replaced by the City at no cost to the officer, provided the same is not the result of his negligence. Such claim of loss must be supported with reasonable proof and shall be subject to the approval of the Chief of Police or his designated representative.

Section 3: The City agrees to provide a uniform and clothing allowance for bargaining unit members as follows:

- a. All bargaining unit members shall receive \$100.00 per month for uniform maintenance. Uniformed employees shall be provided up to a maximum of five (5) shirts and five (5) pairs of pants. Damaged or worn uniforms will be replaced as needed.
- b. The City at no cost to the employee shall replace uniforms and equipment lost or damaged beyond repair in the line of duty.
- c. Replacement of uniforms lost or damaged through the employee's negligence will be replaced by the employee, however may result in disciplinary action.
- d. Cost for repair or replacement of watches or corrective lenses damaged or destroyed while in the course of duty will be paid by the City at a cost not to exceed two hundred (\$200.00) dollars per like item.
- e. A bargaining unit member on leave without pay, disability leave, or excused from wearing a uniform for 30 or more calendar days in a calendar month, will not receive the uniform maintenance allowance for that month.

Section 4: A shoe allowance of one hundred twenty-five (\$125.00) dollars per year shall be paid to bargaining unit members January 1 of each year.

Section 5: All items provided above, including protective clothing and protective devices, remain the property of the City and are only to be used in accordance with the

Departmental work rules. Upon separation, all items, other than those worn out through normal use, must be returned (or paid for) by the employee before their final paycheck will be issued.

Section 6: All bargaining unit members assigned to positions primarily wearing plain clothes shall receive a \$900 per year clothing allowance. Said monies will be dispersed on the first pay period following the assignment. Upon reassignment from the plain-clothes position, the uniform maintenance clothing allowance shall cease.

ARTICLE 37

WORKER'S COMPENSATION AND DUTY DISABILITY LEAVE

Section 1: Job-Related Injury

- A. The City will carry Worker's Compensation coverage for all employees covered by this Agreement. The City agrees to pay the premium for said coverage.
- B. When an employee is absent from duty because of an injury determined to be compensable under the provision of the Worker's Compensation Act, he or she shall be entitled to full pay less any benefit under the Worker's Compensation Act for up to twelve (12) months following the injury. However, if benefits required by state law exceed this, he or she shall be compensated accordingly.

Section 2: Non-Job Related Illness or Injury

- A. Any bargaining unit member with the City who is absent from work due to sickness or injury after fourteen (14) consecutive days is eligible for disability pay. For each separate illness or injury and upon receipt of a disability claim form completed by the treating physician, the employee will be paid at 60% of base salary for a period of up to and not to exceed twenty-six (26) weeks. The employee must supplement the 60% base salary with acute and/or personal leave to equal 100% of base salary. No more than twenty-six (26) weeks disability will be paid for any one illness or injury within the one (1) year period following the date the disability began. The employee may at his/her choice, exhaust all personal and/or acute leave before applying for disability pay.
- B. Upon request of the Chief of Police, a doctor's certification must be submitted to the City every three weeks if the employee is unable to perform their normal duty in order for the employee to continue to receive unscheduled leave or disability pay. The sickness or injury cannot be in connection with worker's compensation, intentional self-inflicted injury, nor related to off-duty employment.
- C. An individual requiring time off for childbearing shall be subject to the same benefits and restrictions as for any other disability.
- D. Any member receiving medical treatment over an extended period of time for an illness or injury may be required to provide a physician's written diagnosis, prognosis, approximate date of recovery, and statement that the employee is physically fit to perform the job duties required in the

capacity for which he is currently employed. Based on the information received from the physician, or failure to provide requested information may result in reclassification as to duty status.

Section 3: When so directed by the City, any employee out of work under the provision of this article shall present himself for a medical examination. The City will bear the full expense of said examination. The failure of such employee to present himself for an examination as directed will operate to automatically terminate any payments under this Article.

Section 4: Whenever an employee out of work due to an illness or injury becomes physically able to perform some useful light duty work for the Department, he or she may be required to do so as a condition to receiving benefits under this Article. An employee assigned to light duty shall not receive out-of-classification pay.

Section 5: Any employee who is able to work after an illness or injury shall be reinstated to his or her former job, provided he or she is physically qualified to perform all of the duties and responsibilities of his the previous position. Such statement shall be certified by a medical doctor prior to the employee returning to work. If he or she is unable to assume former responsibilities, the employee shall have first preference to fill another Department position, if a vacancy occurs, and the employee qualifies for such position.

Section 6: The employee shall be subject to termination after completion of 52 weeks of disability in case of a job-related injury and 26 weeks disability in case of a non-job related injury or combination of disability/Worker's Compensation. The determination shall be at the discretion of the Chief of Police and confirmed by the City Manager.

ARTICLE 38

WORKWEEK AND OVERTIME

Section 1: It is hereby agreed that no bargaining unit member assigned to a specialized unit shall be required to remain on duty for more than forty (40) hours in any calendar week, nor shall any Road Patrol bargaining unit member be required to remain on duty for more than 11 hours per day, unless, the Chief of Police deems extra hours of duty necessary and additional compensation shall be paid at the rate of one-and one-half (1.5) times the employee's regular rate of pay. Bargaining unit member may elect compensatory time off in lieu of compensation at the rate of one and one-half (1.5) hours for each hour overtime worked, subject to a maximum accrual of one-hundred-twenty (120) hours compensatory time.

Section 2: Bargaining unit members assigned to specialized units will work forty (40) hours per week. All Road Patrol bargaining unit members shall work an average of 11 hours per day. The City will establish the hours of work best suited to meet the needs of the department to provide superior service to the community.

Section 3: Overtime pay when so granted will normally be contained in the bargaining unit member's next regular paycheck following the time worked. Compensatory time will be requested in advance and approved in the same manner as personal leave.

Section 4: The City will establish the hours of work best suited to meet the needs of the department to provide superior service to the community, but agrees that work schedules will not intentionally be changed or altered to avoid the payment of overtime.

Section 5: Whenever a shift rotation occurs, no bargaining unit employee shall be forced to work a continuous shift. Bargaining unit employees rotating from the evening or midnight shifts will be entitled to at least eight (8) hours off-duty before returning to work.

Section 6: Bargaining unit members will be given adequate notice of any change in their regular shift except where an emergency exists. Bargaining unit members required to work beyond their regular duty hours during a riot, hurricane, or emergency condition will receive either compensatory time or overtime pursuant to this agreement.

Section 7: The City agrees that bargaining unit members shall be compensated for off-duty training at the regular hourly rate when required by the Chief of Police to attend training. Actual hours spent on off-duty training will be counted toward the accumulation of hours worked for the purposes of calculating overtime.

Section 8: The City recognizes that unusual circumstances may require that a bargaining unit member may find it necessary to request a change of his scheduled shift. Approval shall rest with the Chief of Police or his/her designated representative.

Section 9: Compensation for overtime work in excess of (40) hours per week, for specialized units, and in excess of 11 hours per day for Road Patrol Lieutenants excluding unscheduled leave, shall be at the rate of one and one-half (1.5) the employee's regular rate of pay.

ARTICLE 39


SUPPLEMENTAL and HAZARDOUS DUTY PAY

Section 1: Any Lieutenant assigned to the Detective or Traffic Division that is placed on-call will receive fifteen (\$15) dollars per day to insure their ability to respond in a proper and timely manner. This does not apply during any officially declared emergency such as hurricanes or civil unrest.

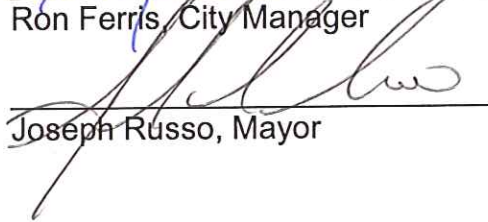
SIGNATURE PAGE

In WITNESS WHEREOF, the Parties have executed this Agreement on this 19th day of September, 2007.

**FOR THE CITY OF
PALM BEACH GARDENS**

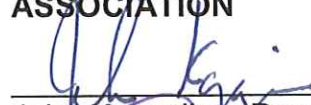


Ron Ferris, City Manager

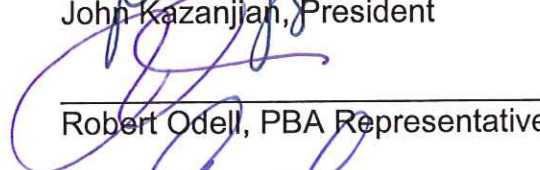


Joseph Russo, Mayor

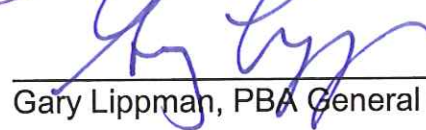
**FOR THE PALM BEACH COUNTY
POLICE BENEVOLENT
ASSOCIATION**



John Kazanjian, President



Robert Odell, PBA Representative

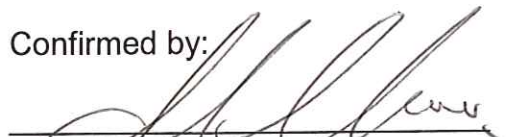


Gary Lippman, PBA General Counsel

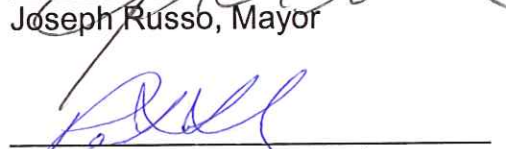
Ratified by the City of Palm Beach Gardens 19th day of September, 2007.

Ratified by the PBA on the 18th day of SEPTEMBER, 2007.

Confirmed by:




Joseph Russo, Mayor



Patricia Snider, City Clerk

Confirmed by:



John Kazanjian, President