

PALM SPRINGS CONTRACT
BETWEEN THE
VILLAGE OF PALM SPRINGS
AND
THE PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION

OCTOBER 1, 2006

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SEPTEMBER 30, 2009

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Article 1
Agreement-Preamble

1.1 This Agreement is entered into by The Village of Palm Springs, Florida herein after referred to as the "Village" and the Palm Beach County Police Benevolent Association, herein after referred to as the "Association," to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic, complete and full agreement between the parties and all other conditions of employment.

Article 2
Recognition

2.1 The Village hereby recognizes the Association as the exclusive bargaining representative as provided in Chapter 447, Florida Statutes, for those employees in the unit certified by the Public Employees Relation Commission in its certification Number RC-95-020.

Article 3
Non-Discrimination

3.1 The Parties agree that they will not discriminate against any employee because of race, color, sex, national origin, religion, marital status, disability, or age. Nothing herein shall restrict the Village from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

3.2 The Association and/or its individual Members will not discriminate against or harass any employee who does not choose to become a member of the Association.

3.3 There shall be no discrimination, interference, unlawful restraint, or coercion by the Village against any employee for his activity on behalf of, or membership in, the Association.

Article 4
Gender

4.1 It is the intent of the parties that this agreement shall be gender neutral. If the pronoun “he” or “she” is utilized in this Agreement, such pronoun shall refer to persons of either sex.

Article 5
Appendices and Amendments

5.1 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall thereafter constitute part of this agreement.

Article 6
Dues Deduction

6.1 The Village agrees to deduct Association Dues from bargaining unit employees' wages on a monthly basis for the term of this Agreement. Association dues to be determined by the Association.

6.2 The Village shall remit monies so collected to the Association within fourteen (14) days of receipt of the billing from the Association.

6.3 The Association shall notify The Village of any change in the amount of dues to be deducted at least 30 days in advance of any such change in the amount of deduction.

6.4 Deductions hereunder shall be pursuant to a properly executed dues authorization card.

6.5 Any member of the Association may, on thirty (30) days written notice to the Village, require that the Village cease making deductions from his/her wages. The Village shall forward a copy of such written notice to the Association.

6.6 The Association agrees to indemnify and hold harmless the Village, its agents, employees, and officials from and against any claims, demands, or causes of action of any nature whatsoever, including reasonable attorney fees, asserted by any person, firm, or entity, based on or relating to any payroll deduction required or under taken under this article.

Article 7
Bulletin Boards

7.1 The Village shall furnish the Association with space for a Bulletin Board in the hallway by the Department Briefing Room at 230 Cypress Lane, Palm Springs, Florida.

7.2. The Association shall use the bulletin board only for the purpose of posting official Association business items. No item shall be placed on the bulletin board without first being reviewed and initialed by the Association President or his designee and the Director of Public Safety or his designee.

7.3 The Association shall not post any item which is disruptive of the Village's operation.

Article 8
Work Stoppages

8.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job action or refusal to perform assigned work by the employees covered under this agreement.

8.2 It shall be a violation of this agreement for any employee, while on duty, to fail or refuse to cross any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

8.3 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the Village. Nothing herein shall restrict the Village from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

8.4 The Association recognizes that the Village and the employees, covered hereunder are responsible for and engaged in activities which are the basis of health, safety and welfare of the Village's citizens and that; therefore, any violation of this article would give rise to irreparable damage to the Village and the public at large. For the purpose of this Article, it is agreed that the Association shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article. Accordingly, it is understood and agreed that in the event of any violation of this article, the Association agrees to the issuance of legal and equitable relief against the Association, it's officers, and agents, in accordance with applicable laws.

Article 9
Work Period and Overtime

9.1 The normal work period for police personnel covered by this agreement shall be eighty-four (84) hours worked in a fourteen (14) day work period. All hours worked in excess of eighty-four (84) hours in the aforesaid fourteen (14) day work period shall be compensated at the rate of time and one half the employee's regular rate of pay in accordance with the 7(K) exemption of the Fair Labor Standards Act. At the employee's request the compensation may be credited as compensatory time at the rate of time and one half, but cannot exceed one hundred and twenty (120) hours of accumulation. The time can be used as time off only, and will be considered productive time for payroll purposes.

9.2 The normal work period for fire personnel covered by this agreement shall be one hundred forty-four (144) hours worked in a twenty one (21) day work period, which allows for every seventh (7) shift off (Kelly Day) in the designated work period. All hours worked in excess of one hundred forty-four (144) hours in the aforesaid twenty one (21) day work period shall be compensated at the rate of time and one half the employee's regular rate of pay in accordance with the 7(K) exemption of the Fair Labor Standards Act. At the employee's request the compensation may be credited as compensatory time at the rate of time and one half, but cannot exceed one hundred and twenty (120) hours of accumulation. The time can be used as time off only, and will be considered productive time for payroll purposes.

9.3 Nothing herein shall restrict the Public Safety Director from altering the starting and quitting times and/or the numbers of hours worked on a given work day for any employee covered hereunder; provided, however, that overtime or-compensatory compensation (time and a half) is paid as prescribed in sections 9.1 & 9.2.

9.4 An employee required to be out of Palm Beach County to attend court or for any other purpose as a result of his/her duties as a public safety officer will be paid at his/her regular rate of pay for each day or partial day required for said purpose.

9.5 The Village recognizes that unusual circumstances may require that an employee finds it necessary to request a change of his/her regular scheduled shift. Without obligating the Village to pay overtime, an employee may work for or change shifts with another employee performing similar duties. Such determination of duty compatibility and approval shall rest with the Director of Public Safety or his designated representative. At least three (3) days verbal notice will be required. No reasonable request will be denied.

9.6 The assignment to shifts of Public Safety personnel covered by this Agreement shall be based upon seniority and certification bidding every six (6) months. Bidding for shift assignments effective the first pay periods beginning after October 1 and April 1 shall be done during the first two weeks of September and March, respectively. Shift assignments shall be posted during the third weeks of September and March.

9.7 Kelly Days for fire personnel covered by this Agreement shall be based upon seniority bidding annually. Bidding for Kelly Days effective the first pay periods after October 1 shall be done during the first two (2) weeks of September. Kelly Days shall be posted during the third week of September.

Article 10
Grievance and Arbitration Procedure

10.1 Bargaining unit employees will follow all written and verbal orders given by supervisors even if such orders are alleged to be in conflict with the agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits, nor shall compliance affect the ultimate resolution of the grievance.

10.2 A “grievance” is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Association. In either case, the procedure to be followed will be the same. The grievant (whether it be the Association or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Association on behalf of the Association itself or the entire bargaining unit shall be filed with the Director of Public Safety or his designee at Step 2, within the time period prescribed in Step 1. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or applications of one or more express provisions of this Agreement. The Village need not entertain or process any dispute, claim or complaint or other matter not meeting this definition.

10.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Association shall present in writing the grievance to the aggrieved employee’s Police Supervisor or his designee within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Supervisor or his designee shall forward a copy of the grievance to the Director of Public Safety. The grievance shall be signed by the employee and shall state; (a)The date of the alleged events which gave rise to the grievance; (b)the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c)statement of fact pertaining to or giving rise to the alleged grievance; and (d)The specific relief requested. The Supervisor or designee shall, within ten(10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Association and the Director of Public Safety.

STEP 2: Any grievance which cannot be satisfactorily settled with the Police Supervisor or his designee shall then be taken up with the Director of Public Safety or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Director of Public Safety or his designee within ten (10) calendar days after the due date for the Supervisor response in Step 1 above. The Director of Public Safety or his designee shall discuss the grievance with the grievant (whether it be an individual employee or the Association and shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), and Association.

STEP 3: Any grievance, which cannot be satisfactorily settled in Step 2 above, shall then be taken up with the Village Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the Village Manager within ten (10) calendar days after the due date for the Director of Public Safety's response in Step 2 above. The Village Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Association, and the Director of Public Safety within ten (10) calendar days after presentation of the grievance at this step.

STEP 4: If the grievant (whether it be the Association or an individual employee) is not satisfied with the Village Manager's decision in Step 3 above, the grievant may request arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the Village Manager within ten (10) calendar days of receipt of the Village Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Association (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

10.4 Within ten (10) calendar days from receipt of such notice of arbitration, the parties shall meet to select an arbitrator. In the event the parties cannot agree on an arbitrator, they shall within five (5) calendar days, jointly request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The Association and the Village will alternately eliminate one at a time from said list of names, persons not acceptable, until only one (1) remains and this person will be the arbitrator. The Village and the Association will alternate in the right to first strike names in successive arbitrations with the strike of the first arbitration panel to be determined by the toss of a coin.

10.5 As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the Village and the Association in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.

10.6 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. 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 Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws and the Village Ordinances or resolutions, except to the extent as specifically provided herein.

10.7 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that the action taken by the non-grieving party violated a specific provision of this Agreement. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party proved by clear and convincing evidence that the action taken by the non-grieving party violated a specific provision of this Agreement.

10.8 No decision of an arbitrator or of the Village in any one case shall create a basis for retroactive adjustment in any other cases. All claims and awards for back wages shall be reduced by any unemployment compensation and/or interim earning that the grievant may or might have received during the period involved.

10.9 In settlement of any grievance after an arbitration hearing has commenced, resulting in retroactive payment or adjustment, including back wages, such adjustment shall be approved by the Arbitrator.

10.10 Nothing in this article shall prevent the parties from agreeing to jointly submit a grievance to mediation or other alternate dispute resolution method in lieu of arbitration, or prior to requiring arbitration. The time period for arbitration shall be tolled

by agreement to mediate and a notice of arbitration may be filed within 10 days of a mediator's written findings of "no agreement."

Article 11
Management Grievance-Arbitration Procedure

11.1 A grievance is defined as a dispute between the parties, which includes, but is not limited to, the interpretation and application of the terms of this Agreement.

The grievance procedure is as follows:

- A. Step 1 - A management representative may present a written or oral grievance to the Association representative within ten (10) working days of the occurrence giving rise to the grievance. The department director shall be notified immediately by the Association, and together they shall attempt to resolve the grievance within five (5) working days after the grievance is presented to the department director.

- B. Step 2 - If the grievance has not been satisfactorily resolved at Step 1, the management representative may submit the grievance, in writing, to the Association agent within ten (10) working days from the date upon which the Association's Step 1 response is due. The written grievance shall explain the basis of the grievance and a proposed remedy. The Association agent shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.

- C. Step 3 - If the grievance is not resolved in Step 2, Management may request a final and binding disposition by filing a written request for arbitration within sixty (60) calendar days of the completion of Step 3. The Village Manager shall have the exclusive right to proceed to arbitration on behalf of the Village.

11.2 Failure of either party to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.

11.3 The cost of the arbitration shall be divided equally between the parties.

Article 12
Health and Insurance Benefits

12.1 Health and Insurance benefits shall be provided to bargaining unit employees in the same manner and under the same policies and procedures including benefit levels and contributions, as are applicable to all other Village employees. Any proposed changes in health and insurance benefits shall be bargained over prior to their implementation. Whenever possible, the association shall receive notice of not less than forty-five (45) days prior to any proposed changes being made.

Article 13
Job Related Injury

13.1 Job related injuries shall be subject to Florida Worker's Compensation Law, Chapter 440, Florida Statutes, Village and Departmental policies, and any amendments thereto.

13.2 The Department shall have the right to assign any employee covered hereunder to a less-strenuous assignment due to temporary health or disability conditions. If an employee receives a less-strenuous assignment, he/she shall receive his/her normal fringe benefits and shall accumulate seniority. All assignments to less-strenuous positions shall involve the performance of productive work necessary for the efficient and economical operation of the Department and the Village. All decisions the Department makes with respect to injured/disabled employees shall be in conformity with the Americans with Disabilities Act and the Family Medical Leave Act in addition to any currently existing state and local statutes, regulations and ordinances.

13.3 Off duty related injuries will be reviewed for less strenuous assignments when available. The availability will be on a case-by-case basis and must be accompanied by attending physician statement as to limitations.

Article 14
Savings Clause

14.1 If any provision of this agreement, or the application of such provision, should be rendered or declared invalid or unconstitutional by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

Article 15
Employee Disciplinary Procedures

15.1 The Village may, as provided for in other Articles of this Agreement and Village Employer Regulations, Departmental and Divisional Policy, discipline employees as required. The Grievance and Arbitration Procedure hereunder shall be available to contest disciplinary action.

15.2 All employees covered hereunder shall be subject to Village, Departmental, and Divisional Rules and Regulations.

15.3 Employees shall have the right to request Association representation at all meetings with management in which disciplinary action (written reprimand or greater) may result.

15.4 In accordance with existing Village policy, an employee shall be given a predetermination review prior to being suspended or discharged.

15.5 There shall be no disciplinary action (written reprimand or greater) entered into an employee's personnel file without the employee being made aware of such action. Upon request, the Village shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

15.6 No disciplinary action shall be taken against an employee unless and until the employee is so notified.

15.7 No reprimand which is over two (2) years old (24 months) will be used in the determination of further disciplinary action if the employee has received no disciplinary action (reprimand or above) for the entire two (2) year period. Reprimands two (2) years old or less and any more severe disciplinary action (discharge, suspension, or demotion) may be used without any restriction in determining further disciplinary action.

Article 16
Replacement of Personal Property

16.1 Replacement of lost or damaged personal property shall normally be the responsibility of the employee. However, the Public Safety Director, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, contact lenses, or wrist watches which are damaged as a result of an employee being involved in an unavoidable physical altercation in the line of duty. The employee making the request for replacement of (or reimbursement for) damaged eyeglasses, contact lenses, or wrist watch must provide the Public Safety Director with a detailed report describing the incident from which the damage resulted and the cause of the damage. The employee must also provide the Public Safety Director with a certified estimate of the cost of the repair or replacement of the damaged eyeglasses, contact lenses, or wrist watch. Reimbursement for damaged eyeglasses or contact lenses shall not exceed One Hundred Dollars (\$100.00). Reimbursement for damaged wrist watches shall not exceed Fifty Dollars (\$50.00).

Article 17
Management Rights

17.1 The Village reserves and retains all rights, power, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

17.2 The Association and the employees covered under this Agreement recognize and agree that the Village has the sole and exclusive rights as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the Village specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Direct, supervise and maintain the efficiency of all employees and the operations of the Village;
- B. Take whatever action may be necessary to carry out the mission and responsibility of the Village in unusual and/or emergency situations;
- C. Schedule and assign the work to the employees and determine the size and composition of the work force;
- D. Assign overtime work to employees;
- E. Determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- F. Hire and rehire and determine the criteria and standards of selection for employment (including minimum qualifications);
- G. Discharge, demote, suspend or otherwise discipline for cause as set forth in the Departmental General Orders Manual;
- H. Set procedures and standards to evaluate Village employee's job performance including the formulation and/or amendment of job descriptions;
- I. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- J. Create, expand, reduce, alter, combine, assign, or cease any job;

- K. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the Village, good business judgment makes such curtailment or discontinuance advisable;
- L. Determine the number, location, and operation of all departments and divisions thereof;
- M. Contract and/or subcontract any existing or future work for legitimate business reasons;
- N. Require any and/or all bargaining unit employees to submit to an examination by a medical doctor (including a psychiatrist) based upon the reasonable belief that the employee is unable to perform any or all of his assigned job duties.

17.3 The above rights of the Village are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Village in its general capacity as management. Any of the rights, power, and authority that the Village had prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of the Agreement, are retained by the Village.

17.4 If the Village fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the Village's right to exercise any or all such functions.

17.5 If, in the sole discretion of the Village Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended or waived temporarily by the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

17.6 The exercise of the management rights set forth above shall not preclude the Association or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Association or the employee feel that the action taken by the management violated a specific provision of this Agreement.

17.7 Nothing contained in this Article shall be construed to waive the Association's right to engage in impact bargaining regarding management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the Association and is required by Florida law, the parties shall meet promptly to attempt to resolve the impact item. If the impact item is not resolved within ten (10) days, either party shall be free to invoke the impasse resolution procedure under the Public Employees Relation Act. The parties hereby agree that all

impasse resolution procedures must be concluded within sixty (60) days of the notice of the exercise of the management right which provided the basis for the impact bargaining request. Under no circumstances shall the Association's request unreasonably delay the Village's exercise of any management right.

Article 18
Association Business

18.1 Nothing contained in this Collective Bargaining Agreement shall preclude any employee covered by this agreement from pursuing any right or remedy available under this agreement without representation of the Association. Further, nothing contained herein shall preclude any employee from discussing a problem directly with his immediate Supervisor or any other Department Official without the intervention of the Association provided, however, that such Supervisor or other Department Official is agreeable to having such discussion. Any resolution made by an employee covered here under with his Supervisor shall not set a precedent for the settlement of any other disagreement invoking the same on other employees.

18.2 The Village shall recognize the following Association Representative and Alternate Association Representative to represent bargaining unit employees as described in paragraph 18.3 below:

- a) Bargaining Unit- one (1) Representative
- b) Bargaining Unit- one (1) Alternate Representative

A written list of the Association Representative and the Alternate Representative shall be furnished to the Director of Public Safety prior to the effective date of the Association Representative and Alternate Representative assuming their duties. Prompt written notification of changes shall be provided to the Director of Public Safety. No Representative or Alternate Representative will be recognized by the Village unless such written notification was presented prior to such Representative or Alternate Representative assuming his/her duties.

18.3 Association Representative shall be permitted to process formal grievance procedure herein while on duty; provided that this activity does not interfere with the Representative's duties as an employee, the duties of other employees, or any other aspect of the Departmental operation. No more than one (1) Representative or one (1) Alternate Representative shall attend a grievance meeting while on duty.

18.4 Under no circumstances shall any Association Representative leave his assigned duties to process a formal grievance under the grievance procedure herein without first obtaining authorization from his/her Supervisor or his/her designee. Such authorization shall not be unreasonably withheld.

18.5 The function of the Alternate Representative is to substitute for the Representative in the exercise of the duties set forth in 18.3 above if the Representative is absent or otherwise unavailable due to leave, training, work assignment, or other operational needs. Where the Alternate Representative substitutes for the Representative, he/she shall have the same rights and responsibilities and shall be subject to the same restrictions as the Representative.

18.6 The use of Village Equipment for Association Business is subject to the sole approval of the Director of Public Safety; such as photographs, telephone, pens/pencils, computers, or similar items.

18.7 Each member of the Association shall be permitted to donate four (4) hours of compensated time per year to a time pool to be used for Association activities. The use of the time pool shall be administered in the discretion of the Association, and the Director of Public Safety. All unused hours donated by members will be carried over to the next year.

Article 19
Personnel Records

19.1 The Village agrees that all personnel files/records shall be kept confidential to the extent provided by law.

19.2 A member shall have the right to inspect his or her own official personnel file, and no records contained therein shall be refused the employee for his/her inspection. The employee has the right to have a copy of any and all documentation contained in said file, except that information required by Florida Statutes or applicable law to be deleted from such documentation. The employer shall have the right to be present during said inspections and reproduction of copies.

19.3 The Village agrees that a member shall have the right to include in his or her personnel file/record, written refutation (including written statements) of any material he or she considers to be detrimental. All such insertions shall remain a permanent part of the members' official personnel records.

Article 20
Voluntary Resignation

20.1 Any member who submits his voluntary resignation shall give not less than two weeks prior notice thereof to the Director of Public Safety, and shall continue employment during the notice period unless otherwise voluntarily and mutually agreed upon with the Director of Public Safety. Failure to work during the said notice period without agreement shall result in loss of accrued personal leave termination pay on a day for day basis.

20.2 The PBA recognizes the right of the Village to enter into a pre-employment contract with new employees.

Article 21
Training

21.1 Whenever required, as so determined by the Director of Public Safety, newly appointed public safety officers/fire fighters will be afforded training to assist in preparing them for their new roles.

21.2 The parties acknowledge that not all police officers or fire fighters require an expertise in the use of a variety of Public Safety Equipment utilized in the performance of duties and agree that other training may be initiated to provide employees with the back ground to do their job in a competent manner so determined by the Director of Public Safety, and shall not be denied unreasonably.

21.3 Up to forty (40) hours of the employee's mandatory (State Required) retraining may be performed while on duty, if other duties permit.

21.4 The Village will provide Firearms ammunition for duty and qualification purposes.

21.5 All EMTs and Paramedics shall receive the training necessary to maintain and keep current their state certification. This training shall be provided for by the department at its sole cost and expense.

21.6 All mandatory training sessions shall be noticed and scheduled by the Village at least fourteen (14) days in advance.

Article 22
Promotional Policies

22.1 The Public Safety Department will announce promotional examinations at least thirty (30) days prior to the testing date, allowing reasonable time for preparation and study for the member.

22.2 A bibliography will be furnished of resources that will be used in testing, provide the sources from which the examination is drawn and make such reference material available.

22.3 Once a promotional list is established as a result of the competitive test, that promotional list will exist for twelve (12) months or until it is exhausted by promotions, whichever occurs first.

22.4 The Village agrees to use only job related promotional exams.

22.5 Selection for promotion will be made from the promotion register based on the rule of three. The Director of Public Safety may select any officer from the top three (3) candidates on the register.

22.6 The Village is not obligated to fill a vacant Corporal, Sergeant or Lieutenants position.

Article 23
Educational Incentive

23.1 Educational Incentive shall be provided to bargaining unit employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.

23.2 Reference: Employment Regulations (Sections 24-177, 178)

23.3 Any employee with regular status, with the approval of the Director of Public Safety and the Village Manager, may receive leave and/or financial aid to cover a portion of certain expenses or training provided that:

- a) Adequate funds for such training are available in the budget of the department to which the employee is assigned or available for training funds allocated for such purposes;
- b) Completion of such training will improve the employees' job knowledge and increase his/her efficiency;
- c) In the event the final examination is failed or the training is not completed, the employee will reimburse the Village for one-half ($\frac{1}{2}$) the cost of all Village expenses involved in such training;
- d) If the employee leaves the employ of the Village within six (6) months after completion of such training, the employee will reimburse the Village for all Village funds invested in such training. If the employee leaves the Village within one (1) year after completion of such training, the employee will reimburse the Village for one-half ($\frac{1}{2}$) of the Village funds invested for such training.

Article 24
Incentive Pay

24.1 The Village will participate in the State Incentive Pay Program as long as it is offered. Such compensation will be paid weekly as part of the regular pay.

24.2 The Village will participate in an incentive program for Public Safety Specialist. An additional one (1) step increase will be given at time of hire for those employees who are EMT Certified.

24.3 The total additional compensation for the Public Safety Specialist will not exceed the range for the rank.

24.4 Full time employees who after initial hire, earn incentive pay status as a result of completion of a Public Safety Incentive Program, will receive a one (1) step increase at the time of certification for the Public Safety incentive. The total additional incentive pay will not exceed the existing range for the rank.

24.5 A Public Safety Specialist is defined as any officer with the rank of Patrolman, Corporal, or Sergeant.

Article 25 **Seniority**

25.1 Personal leave scheduling: Personal leave shall be scheduled by the Director of Public Safety or his designee, as far as possible, in accordance with the members request, with length of service in rank taking precedence where more than one member requests the same time off, and with due consideration given to the requirement of maintaining the services the department renders. Changes in scheduling of personal leave shall only be made with prior approval of the Director of the Public Safety or his designee.

25.2 Lay off: The Director of Public Safety may initiate the lay off of a member when it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the member's control and which do not reflect discredit on the member.

In the event of a lay off for any reason, employees shall be laid off in the reverse order of their seniority in their classification. Any employee who is to be laid off, who has advanced to his present classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to that classification. Employees shall be called back from lay off according to the seniority in the classification from which the employee was laid off within the department. No new employees shall be hired in any classification until all employees on lay off status in that classification have had an opportunity to return to work.

25.3 The proposed lay off notice must be delivered to the affected employees at least thirty (30) working days before the effective date of such lay off.

25.4 No lay off of a member shall be made as a disciplinary action.

25.5 The placement of employees within the Public Safety Department shall be the responsibility of the Director. When placement is made, the consideration of seniority, merit, qualifications, special skills and the like will be used as far is feasible.

Article 26
Bereavement Leave

26.1 Bereavement leave shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

26.2 For the purposes of computing bereavement leave for public safety officers, three (3) days off is equivalent to 36 hours worked.

26.3 Reference: Employment Regulations (Section 24-252,253,254,254.5)

Article 27
Leave of Absence With pay

27.1 Leaves of Absence with pay shall be of six (6) kinds:

- A. Personal leave, to which Bargaining Unit Employees may become entitled under the Village Employment regulations Sec. 24-244.5. as amended October 1, 1996.
- B. Leaves with pay for:
 - 1. To take promotional Exam
 - 2. Jury Duty
 - 3. Military Duty
 - 4. Witness Duty
- C. Authorized leave with pay (Section 27.2)
- D. Bereavement Leave
- E. Voting Time - Time off will be granted only in those circumstances where a member on the day shift has to work beyond the end of the shift.

27.2 In the event the Director of Public Safety shall direct a bargaining Unit member to attend a conference, seminar, briefing session or other activity as a public safety officer, in addition to regular pay, the Village shall pay per diem and travel expenses of the employee as provided in Employment Regulation, Sections 24-276, 277, 278, 279, 280, 281, 282, 283. As amended October 1, 1996.

Article 28
Leave of Absence Without Pay

28.1 Leave of Absence without pay shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

28.2 Reference: Employment Regulations (Section 24-265).

Article 29
Holidays

29.1 Holidays shall be provided to Bargaining Unit Employees the same as are applicable to all other Village employees. There are thirteen (13) recognized Village holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday of February
Good Friday	
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving	
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

29.2 All bargaining unit employees will receive ten (10) hours of holiday leave for each designated holiday, unless notification for pay is made in writing prior to end of pay period in which the holiday occurs.

29.3 Holiday leave earned in lieu of pay and not used during the fiscal year, will be converted to compensatory leave on the first day of the next fiscal year.

29.4 Holiday hours, while an employee is on personal leave, will not be charged against the employee's leave balance, but will be charged as holiday hours used.

29.5 Employees assigned to temporary administrative positions will follow Village Employee Regulations Manual #24-246.10.

Article 30
Personal Leave Time

30.1 Personal leave will replace current personal leave policy and combine with vacation leave time.

30.2 All Bargaining Unit Members shall be eligible for inclusion in the Personal Leave Program in accordance with "Appendix C" attached.

30.3 Replacement reference: Employee Regulations (Section 24-246.5, 247, 248, 249, 250, 251)

Article 31
Maintenance of Conditions

31.1 All job benefits in effect at the time of the execution of this agreement heretofore authorized by the Village Manager or Director of Public Safety, or Benefits provided by Ordinance or Code of the Village Commission, Not specifically provided for or abridge by this Agreement, shall remain in full force and effect for the duration of the agreement.

31.2 The Village and the Association will meet at the request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this agreement, provided, however, no changes shall be made except when a waiver exists or where the change is negotiated in accordance with Chapter 447, Florida Statutes.

Article 32
Change of Status

32.1 The placement of employees within the Public Safety Department shall be in accordance with Article XVII (Management Rights).

32.2 Whenever feasible, employees will be notified at least one (1) week in advance of transfer, reassignment or change of shift.

32.3 Bargaining Unit Members shall be given first preference in assignment to all new positions the Village may establish for which they have the required certifications, skills, and training.

Article 33
Worker's Compensation

33.1 The Village agrees that all Bargaining Unit Members suffering on-the-job injuries shall be subject and entitled to all provisions of Chapter 440, Florida Statutes, The Worker's Compensation Act.

33.2 The Village agrees that a Bargaining Unit Member injured on the job shall be paid a full day's wages based on the unit member's normally assigned shift for the day of the accident if the treating physician advises that the member is incapable of returning to work that day.

33.3 The Village and the Association agree that a member's work schedule may be changed to avoid the payment of overtime, with the required one (1) week notice, to accommodate a member who is receiving therapy after returning to work for a previous injury received while on duty.

Article 34
Uniforms and Equipment

34.1 The Village shall furnish uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties and agrees to replace unserviceable uniforms as required, and provide for a uniform pick-up and delivery cleaning service twice weekly.

34.2 Any Uniform or related equipment initially supplied by the Village, which is damaged while an officer is acting in the performance of his official duties, shall be replaced by the Village at no cost to the officer, provided the same is not the result of his negligence. Such claim loss must be supported with reasonable proof and shall be subject to the approval of the Director of Public Safety or his designee.

34.3 It shall be the responsibility of each officer to check any vehicle which has been assigned to him or her, to ensure it is in safe operating condition prior to use or operation. All employees are to report any suspected unsafe condition to their immediate Supervisor. The Supervisor will take the appropriate action concerning the vehicle disposition.

34.4 The Village agrees to provide a uniform cleaning and clothing allowance for bargaining unit employees as follows:

(\$500.00 per year uniform cleaning/clothing)

34.5 The Village agrees to provide a \$125 per year shoe allowance for all bargaining unit employees.

34.6 The Village agrees to provide each officer with a two-way portable radio for use while away from their patrol vehicle.

Article 35
Off-Duty Employment

35.1 Off-duty employment involving bargaining unit members shall be handled as follows:

No member of Public Safety shall be engaged in any outside or non-Village employment, except upon the written authorization of the Director of Public Safety.

35.2 In no event shall any such outside or non-city employment interfere with or be conflict with the proper performance of his/her duty to the Village.

Article 36
Acting Supervisor

36.1 Whenever a bargaining unit member is required to serve as an acting supervisor for one (1) complete shift, he shall be compensated in that capacity at five (5%) percent of his weekly rate of pay for the period.

36.2 All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Director of Public Safety or his designee.

Article 37
Police Officers' Bill of Rights and Firefighters' Bill of Rights

37.1 The City shall comply with Sections 112.532 ("Police Officers' Bill of Rights"), 112.533, 112.82 ("Firefighters' Bill of Rights"), 112.83, and 112.84, Florida Statutes, as amended, and with such other rights pertaining to police officers and firefighters as may be provided by law.

37.2 Upon request, and within a reasonable time thereafter, the Village shall provide at no cost to any employee a true and complete copy of any investigation to which he or she is subject, including any and all documents, materials and things which thereafter become part of the subject employee's investigative file and/or otherwise pertain to his or her investigation.

Article 38
Court Time

38.1 Off duty court time shall be computed in the following manner. The normal witness fee and expenses shall be retained by the employee and an additional two (2) hours of compensation shall be given subject to the provision set forth herein.

38.2 An officer, who is required by the Village to be in court while off duty, shall have the option to receive a minimum of two (2) hours pay at one and one-half (1.5) his regular rate of pay or two (2) hours comp time at two (2) times the rate.

38.3 For each court appearance in excess of two (2) hours, an officer shall receive compensation for all hours during which his attendance is required.

38.4 For the purposes of this article compensation will be defined as pay or compensatory time.

Article 39
Drug Free Work Place

39.1 The Village of Palm Springs is committed to providing a safe work environment for its employees. Substance abuse is a national problem which impairs the health and safety of employees, promotes crime and harms our community. The Village is addressing this problem by instituting a DRUG FREE WORK PLACE PROGRAM, in accordance with the FLORIDA DRUG FREE WORKPLACE PROGRAM as provided in Section 440.102, Florida Statutes and Rule 38F-9001, Florida administrative Code.

39.2 The Drug free work place program shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

39.3 Reference: Employee Regulations (Section 24-20 thru 31).

Article 40
All Call- Recall Pay

40.1 Any employee answering an all call-recall to duty after having left for the day, or called to duty on a regular scheduled day off, shall be guaranteed a minimum of two (2) hours compensation.

40.2 Any employee called to duty prior to the start of his assigned shift will receive a minimum of two (2) hours compensation.

40.3 These all-call, recall provisions shall not apply to an officer held over from his assigned tour of duty. The above-mentioned hours will be calculated at the rate of time and one half (1.5) his base rate of compensation.

40.4 For the purposes of this article compensation will be defined as pay or compensatory time.

Article 41
Salary

41.1 Fiscal Year 2006/2007, the step plan will remain at 12 steps.

41.2 All Bargaining Unit Members shall progress within the career pay plan in accordance with "Appendix B" attached.

41.3 Promotional increases will become effective the first full pay period following the promotional date.

41.4 Any Bargaining Unit Member assigned as a Field Training Officer, by the Director of Public Safety or designee shall receive two (2) hours of compensatory time for each twelve (12) hours of supervised training.

41.5 All Bargaining Unit Members shall be entitled to any enhancement of pay and benefits afforded other Village employees for the duration of this Agreement.

41.5 The first full pay period of Fiscal Year 2006/2007, all Bargaining Unit Members covered by this agreement will receive a 3% cost of living increase and will be reflected in each base step of the Pay Plan; and bargaining unit members with rank of Corporal and Public Safety Officer at step six (6) or above will have a range adjustment of one (1) step.

41.7 The first full pay period of Fiscal Year 2007/2008, all Bargaining Unit Members covered by this agreement will receive a 3% cost of living increase and will be reflected in each base step of the Pay Plan.

41.8 The first full pay period of Fiscal Year 2008/2009, all Bargaining Unit Members covered by this agreement will receive a 3% cost of living increase and will be reflected in each base step of the Pay Plan.

41.9 The first full pay period of fiscal year 2006/2007, the starting pay for Public Safety Officer will be \$19.07 with step adjustments at 4% increments to accommodate the 12 steps. The steps for Corporal will be adjusted to include the increase for PSO. The current PSO's that are below the new starting step will be placed in the step that is closest to the new starting pay.

41.10 The first full pay period of fiscal year 2006/2007, the starting pay for Firefighter/EMT will be \$13.77 with step adjustments at 4% increments to accommodate the 12 steps.

41.11 A mid-year compensation plan review will occur each March for implementation on the first full pay period in April. Positions and compensation will be adjusted as warranted.

Article 42
On-Call

42.1 All employees shall be subject to being “on-call” and subject to “recall” pursuant to the Department of Public Safety’s On-Call Procedure annexed hereto as Appendix “A.” Employees on-call and subject to recall pursuant to the On-Call Procedure shall be issued at the Village’s expense a pager. Employees while on call will provide a telephone/cell phone number where they can be reached as a backup to the pager.

42.2 Employees on the on-call list shall be compensated in accordance with Article 41 and the department’s “on-Call” Procedure Policy.

Article 43
Law Enforcement Take-Home Vehicles

43.1 The Village agrees to a take-home law enforcement vehicle program which shall include the following parameters:

- a. To be assigned a take-home vehicle the law enforcement officer must complete his/her probationary period of employment, and;
- b. Effective October 1, 2006, the law enforcement officer must reside within the Village municipal limits, and;
- c. The Public Safety Director shall establish internal policies and procedures for the assignment, use, and retention of law enforcement take-home vehicles.

Article 44
Term of Agreement

44.1 This Agreement shall become effective on October 1, 2006 and shall continue in full force and be effective until midnight on September 30, 2009. Each party shall have the right to reopen two (2) Articles for the contract years 2007 & 2008, except Article 41. Both parties must notify each other of their intentions to start negotiations between April 30th and May 30th of the fiscal year in question.

44.2 The parties agree that the adoption of this agreement resolves all open issues for the period of the agreement.

THIS CONTRACT was tentatively agreed upon by the Village Manager, as Chief Executive Officer, and the President of the Palm Beach County Police Benevolent Association _____. The Contract shall not be effective until ratified by the bargaining unit members and the Village Council.

FOR THE PBA:

FOR THE VILLAGE:

John Kazanjian
President

Karl E. Umberger
Village Manager

THIS CONTRACT was ratified by the parties on the last date shown below:

Braden Byk
Representative

John M. Davis
Mayor

Date:_____

Date:_____

APPENDIX A

ON-CALL PROCEDURE

Purpose: To define and establish an “on-call” procedure.

Policy: To utilize an on-call rotation list with a paging system to cover unexpected and/or staffing emergencies.

Procedure:

1. Rotation List

- a) List will be comprised of all personnel eligible for overtime assignments designated by Director of Public Safety or designee.
- b) The list will be updated from time to time and will correspond with shift-bid results bi-annually.

2. On-Call Scheduling

- a) Employees assigned to evening shift will be assigned to that shift call-out only.
- b) Employees assigned to day shift will be assigned to that shift call-out only.
- c) Employees will be on call for two (2) week periods and responsible for responding to call-in page during that period.
- d) Employees will rotate call-out with members of their respective teams.
- e) Employees while on call will notify the patrol supervisor of any conflicts.
- f) Employees wanting a work exchange shall have prior approval of a patrol supervisor.
- g) Scheduling conflicts shall be remedied as soon as possible.

3. Paging System

- a) A telephonic paging system will be utilized.
- b) The on-duty patrol supervisor will be responsible for the need to use the paging system.
- c) Pages are required to be returned within 20 minutes.
- d) Employee telephone/cell phone numbers will be used as a back up to paging system and must be furnished and current.

4. On-Call Readiness

- a) On-call employees must be prepared to respond within two (2) hours of returning the call-in page.
- b) Travel is not restricted as long as response can be made in above time frame.
- c) Activities are not restricted with the exception of activities which would prohibit employees' ability to work, or activities which would prohibit employees from responding within the above time frames.

5. Compensation

Employees on the on-call rotation will be compensated at 5% of weekly pay in addition as provided in Article 40 "All Call-Recall Pay" schedule.

6. Discipline

Failure to answer a call-in page or respond after being notified will result in disciplinary action up to and including dismissal.

Village of Palm Springs Pay Plan

Section 1 Resolution

A resolution establishing the classification and pay plan for the Village of Palm Springs.

Section 2 Schedule of Pay Grades and Pay Steps

The schedule of pay grades indicates all pay ranges utilized in assigning rates of pay to the various classes and the salary step within each range.

Section 3 Salary Schedule Assigning Pay Grades to Classes of Positions

The salary schedule lists all classes of positions which are utilized by the Village of Palm Springs. The code number assigned to each class and the pay range, indicating the minimum and the maximum salary, to which each class is assigned.

Section 4 Rules for Implementation and Administration of Classification and Pay Plan

- 4.1 The pay plan recommended by the Village Manager shall become effective as of the date approved by the Village Council
- 4.2 Administration of the Pay Plan – The Village Manager shall be responsible for administering the pay plan on a fair equitable basis. The plan will be subject to collective bargaining agreements and budgetary consideration.
- 4.3 Amendment to the Pay Plan – Amendments to the pay plan as approved in this section shall become effective at the beginning of the first full pay period following recommendation by the Village Manager and adoption by the Village Council unless otherwise specified.
- 4.4 Salary Adjustment – When amendment of the pay plan causes the pay grade for a class to be adjusted to a higher or lower pay grade, employees in the class may be placed at that step in the new pay grade which is equivalent to the salary received in the previous pay grade. Employees whose salary is less than the minimum step of

the new pay grade shall be raised to the minimum step. Employees whose salary exceeds the maximum of the new pay grade shall not have their salary reduced and shall not be eligible for pay increases during the period of incumbency, except for cost of living pay adjustments granted by the Village Council.

- 4.5 Reclassification – When a position is moved from an existing classification to a classification in a lower pay range, the salary of the incumbent shall be adjusted under section 4.3 of the Pay Plan Rules. When a position is moved from an existing classification to a classification in a higher pay range, the salary of the incumbent shall be adjusted under section 4.6 of the Pay Plan Rules.
- 4.6 Original Appointments – a.) Original appointments to the Village service shall normally be made at the minimum step of the pay range designated for the classification. When an applicant possesses exceptional qualifications warranting employment above the established minimum, the Department Director may authorize step 2 of appropriate pay range. b.) Steps higher than step 2 must be approved by the Village Manager.
- 4.7 Promotional Appointments – a.) Promotional appointments shall be made at not less than four (4) percent above the amount received by the employee at the time of promotion provided that the salary granted shall not be below the minimum or above the maximum of the range to which the classification is assigned. b.) Recommendations for promotional appointments will be made by Department Directors. All promotional appointments shall be approved by the Village Manager.
- 4.8 Transfer – Transfers of employees which do not constitute a change of classification held by an employee or transfers to a classification with the same pay range as that previously held, shall be considered continuous employment and shall not affect the employee's status relative to the pay plan. Transfer of employees to a classification other than that currently held, and which has a pay range other than that currently held, shall be considered promotion or demotion and the previous governing promotions or demotions shall apply.
- 4.9 Demotion – a.) Employees demoted to a classification in a pay range below that previously held, shall be paid at a rate within the pay range established for the lower classification, at the step nearest to the salary amount received in the previously held position. b.) Any employee who voluntarily requests a demotion to

a classification in a pay range below that previously held shall be paid at a rate within the pay range established for the lower classification based upon job qualifications, i.e., education, training and experience.

- 4.10 Administrative Salary Increase - Outstanding Performance: The Village Manager may, upon recommendation of a Department Director, grant an administrative pay increase of one (1) step to an employee for performance considered by the Department Director and Village Manager to be outstanding. Such increases may be granted only in limited numbers based upon exceptional circumstances and shall not exceed one such increase per employee per year. Such increase shall not cause an employee to exceed the maximum of his/her range.

Section 5 Pay Plan Implementation

- a.) The pay (step) plan will contain twelve (12) steps in the range.
- b.) The pay (step) plan will commence with the first full pay period in the fiscal year.
- c.) Employee increases occur annually upon anniversary (hire) date.
- d.) Employees to be eligible for a step increase must have a satisfactory job performance based on an employee evaluation by Department Director or designee.
- e.) Employees promoted will have a new anniversary date that coincides with promotion date.
- f.) Employees currently working will be placed in the range that corresponds with the closest step. Under no circumstances will a reduction in pay occur as a result of integration into the plan.

Personal Leave Time

Division 3. Personal Leave Time

Sec. 24-246.5 Regular Employees

Personal Leave Days are those days where a full-time employee may be absent from the job and still receive his/her regular wage. The Department Director or his/her designee shall determine the time at which personal leave time may be taken and will not be unreasonably denied. Personal Leave Days are considered as a combined program of current personal leave and vacation time. Personal Leave Days are earned at an hourly rate based upon the employee's length of service in accordance with the following Accrual Table, and used at a yearly rate based on the employee's length of service in accordance with the following Usage Table.

A. Accrual

1. Each probationary, provisional, and permanent full-time employee shall earn and accrue personal leave for each month of full-time service according to the following table.

Personal Leave Accrual Table

Years of Service	PL Days	Hours
1	20	160
6	25	200
11	30	240
21	35	280

B. Usage

1. All full-time employees who are permitted to use personal leave days according to the following schedule provided they make written request to the department or his/her designee. For good cause shown, the appointing authority may authorize employees to use an additional amount of their earned accrued personal leave. Good cause shall mean a physically certified disabling physical or mental condition, which prevents an employee from working or other good and sufficient reasons as determined by the appointing authority considered to be in the best interest of the Village of Palm Springs.

2. The department director or his/her designee shall determine the time at which personal leave may be taken. In cases of unforeseen sickness or emergency, employees are required to notify their supervisors prior to the start of any scheduled work period or prior to leaving their work assignment.

Personal Leave Use Table

Length of Service	Full-Time Employee <u>Minimum/Maximum</u>
1 month to less than 6 months	0/0
6 months to less than 1 year	0/80
1 year to less than 5 years	88/200
5 years to less than 10 years	96/270
10 years to less than 20 years	100/300
First month of 20th year	120/320

3. Employees entitled to personal leave time may remain away from work with pay, where such absence is the result of a personal illness or physical incapacity (not job connected) or enforced quarantine or immediate family illness.
4. Employees may use accrued personal leave for FMLA. All available accrued personal leave must be used before requesting unpaid leave of absence. Leave will be used in 40 hour increments and will be coordinated with Human Resources.
5. Those employees who currently have banked Acute Illness Leave, for bona fide cases of illness, accidents, doctor or dental issues that require extended time off may use AIL after annual personal leave hours are exhausted. May also be used for FMLA.
 - a. The illness or injury shall be verified in writing by a licensed physician.
 - b. The minimum charge for Acute Illness Leave shall be units of eight (8) hours except hours used for Worker's Compensation.
 - c. Acute Illness Leave is not transferable to other employees.

6. It shall be the duty of the Village Manager working through the department directors to arrange personal leave schedules that no employee shall carry over from one fiscal year personal leave hours that exceed the maximum in carry over/payout table.
7. All employees earning personal leave are required to use a minimum number of personal leave hours annually (refer to usage table) or such hours will be forfeited.
8. Employees may exceed the annual personal leave limits, provided such usage is the result of a medically certified disabling physical or mental condition which prevents an employee from working; or for other good and sufficient reasons as determined by the appointing authority, considered to be in the best interest of the Village of Palm Springs.
9. Employees absent on account of injury incurred in the line of duty, for which worker's compensation is authorized, shall upon written request to the Human Resources Coordinator, be allowed to take personal leave in an amount requested in addition to the worker's compensation; except however, that in no case shall the total amount paid for both compensation and personal leave exceed the amount of wages to which the employee would ordinarily have been entitled had he/she not been injured. Personal leave used to supplement worker's compensation will be charged against the employee's total unused personal leave until exhausted then acute illness leave may be used.
10. Personal Leave is intended to be used for periodic vacation or incapacitating illness; however, earned personal leave may be used for other reasons when approved by the department director or his/her designee.
11. Eight (8) hours of Personal Leave may be used for birthday time off. The birthday time off must be taken in the pay period in which the birthday occurs or placed in leave bank.
12. Personal leave shall be used only with the approval of the department director or his/her designee and shall not be authorized prior to the time it is earned and credited to the employee.
13. Personal leave usage shall be calculated to the nearest one-quarter of one hour (1/4 hour) reflecting the actual time the employee was not at work during his/her normal work period, and documented on the employee's timesheet.
14. Employees using earned personal leave (scheduled or unscheduled) shall be considered to be working for the purpose of accumulating additional personal leave and length of service.

15. In computing overtime, scheduled personal leave may be used to satisfy any part of the work period when an employee is required to work hours in addition to those hours normally worked within an established work period.

16. Scheduled personal leave shall be defined as leave, which has been approved with not less than three (3) days advance written notice.

In the event of a death in the immediate family, an employee shall be allowed to utilize accrued personal leave and such leave be charged as scheduled leave up to a maximum of forty (40) hours per occurrence.

Immediate family shall mean the employee's spouse, children, parents, brothers, sisters, grandparents, mother-in-law, father-in-law, and other persons who are part of the employee's household.

17. Unscheduled personal leave shall be defined as leave, which has been approved with less than three (3) days, advanced written notice.

C. Personal Leave Incentive Payment Program

1. Each probationary, provisional, and permanent employee shall be authorized to participate in the personal leave incentive program.

a. The employee meets or exceeds the minimum, requirements for the incentive program.

b. Participation in the incentive program does not cause the employee's total personal leave balance to fall below the equivalent of two (2) consecutive work weeks.

c. All permanent full time employees shall be paid for unused personal leave hours with the maximum being 80 hours, if unscheduled leave does not exceed (table) in a calendar year.

2. Eligibility for incentive payments will be determined the payroll period that includes September 30th of each year, with payments disbursed the payroll period that includes December 1st of each year, if eligibility is maintained.

3. Any employee who is eligible for personal leave payments pursuant to the Personal Leave Incentive Program, but chooses not to receive payments, must submit his/her written request to be excluded to the Finance Department no later than the pay period that includes September 15th of each year. Otherwise, they will receive incentive payments for the incentive program.

4. Personal leave payments shall be calculated using the employee's current straight time base hourly rate. Hours paid under the incentive program shall be subtracted from the employee's personal leave balance the payroll period that

includes December 1st of each year and shall not be considered usage under the annual usage table.

5. Use schedule in determining the incentive bonus for personal leave payments.

Full-Time Employees

Unscheduled Hours used	Hours Paid Out
0-24	80
24-48	40
48-80	0

D. Holidays

1. Holidays occurring while an employee is on personal leave shall not be charged against the employee's personal leave balance.

E. Termination Pay

1. In the event any person having accrued personal leave ceases to be employed by the Village, they will be compensated for their accrued balance based on the following table:

<u>Years</u>	<u>Maximum Balance</u>	<u>Payout</u>
0-5	320	240
6-10	480	360
11-20	640	480
21+	680	600

F. Cobra Health Account

1. In lieu of cash payout at termination or retirement, payout hours may be converted to a Cobra Health Account to continue health coverage with the Village until funds are exhausted.

Sec. 24-247 Employee Absence

Any employee who is on personal leave and away from work due to personal illness for a period of three (3) days or longer shall, prior to being returned to work or being entitled to any further compensation, furnish without delay, a report from a duly licensed physician which shall contain a diagnosis of the illness, whenever required by the Department Director.

Sec. 24-248 Donations of Personal Leave Time

It shall be the policy of the Village to permit an employee who has a minimum of 120 hours personal leave the opportunity of donating accrued personal leave time to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time, and when the employee has exhausted all accrued leave. Extraordinary circumstances shall be defined as lengthy hospitalization, critical illness or injury of the employee.

Sec. 24-249 Leaves of Absence without Pay

Personal leave shall not accrue during leaves of absence without pay. Any regular employee may be eligible for an unpaid leave of absence as provided by the Family Medical Leave Act.

Sec. 24-250 Notification

When an employee requests personal leave time, he/she must notify his/her Department Director or designated supervisor prior to his/her duty start time. Failure to do so may result in denial of such leave pay. The Department Director or designee must ensure adequate personnel are available to carry the mission and responsibility of the Village when granting personal leave time.

Sec. 24.251 Conditions for use of Personal Leave Time

- a. Temporary and casual employees are not eligible for personal leave time.
- b. Personal leave time shall be rounded off to the nearest one quarter hour (1/4 hour).
- c. No personal leave will be given to an employee in excess of the amount earned and available to the employee.
- d. Earned personal leave accruals must be exhausted prior to taking an unpaid medical leave of absence. May be used with FMLA.
- e. In computing overtime, personal leave will be considered compensated time.
- f. Department Directors will ensure that any personal leave used will be reflected with the submission of time sheets.

- g. It is the responsibility of the Finance Department to ensure that proper accountability of personal leave is kept on all eligible employees. This shall include keeping a record of accruals and utilization.
- h. Department Directors with the written approval of the Village Manager, may establish more restrictive procedures in cases of suspected patterns of abuse of Personal Leave Time, as long as they are not in conflict with these regulations, or applicable labor laws, and are necessary for the effective operation of the department.
- i. It is the responsibility of each Department Director or designated supervisor to ensure the provisions of this policy are observed. Corrective action should be taken in instances of suspected abuses or misinterpretations of the utilization of personal leave time.