

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WEST PALM BEACH AND
THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION
REGARDING ARTICLE 15, SECTION 4, WORKERS' COMPENSATION AND DUTY
DISABILITY LEAVE

THE CITY OF WEST PALM BEACH, FLORIDA (hereinafter, the "CITY") and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter, the "PBA") agree that the following language replaces in total Article 15, Section 4, Workers' Compensation and Duty Disability of the current Collective Bargaining Agreement between the CITY and the PBA.

Section 4. Light Duty

On-The Job Injury

In the event an employee is unable to perform his/her full and normal duties as a result of an on-the-job injury, he/she shall be assigned to "light duty" as authorized to do so by the treating physician, and as available in the department. When assigned to "light duty", he/she shall be assigned to such duties that he/she is capable of performing on an eight (8) hour day, forty (40) hour week, Monday through Friday.

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Temporary Reassignment Due To Non-Duty Related Injury or Illness:

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Non-probationary employees who are temporarily unable to perform the essential functions of their position due to a medical condition or non-duty related injury shall may be temporarily reassigned to a position for which they can perform the essential job functions (Light Duty Assignment). Any such temporary reassignment will be made by the Department Director or his/her designee in collaboration with the Division of Risk Management.

A decision whether to grant a temporary reassignment as well as the duration and nature of any temporary reassignment will be determined pursuant to the following provisions:

- A. Employees may be placed on temporary reassignment for a period of up to ninety (90) cumulative consecutive days and their status will be reevaluated every ninety (90) consecutive days up to a total cumulative maximum of three hundred sixty (360) days. After the first ninety (90) day period if the employee is reevaluated and it is determined by the medical care provider that the employee will not be able to return to full duty capacity in position held as a law enforcement officer before the light duty assignment within a one (1) year period, then the employee will not be entitled to eligible for any further light duty assignment. At any time during the three hundred and sixty (360) consecutive cumulative day period, if it is determined that the employee will not be able to return to full duty, the employee will not be entitled to any further light duty assignment and may be eligible for early retirement or release from employment for failure to meet medical standards based upon their inability to perform the essential functions of their regular position. Employees placed on temporary reassignment will not be for more than a total of three hundred and sixty (360) cumulative days in any continuous forty-eight (48) month period.

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- B. To be eligible for temporary reassignment, employees must be qualified to perform the essential functions of the position to which they may be temporarily reassigned.

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- C. Employees will only be reassigned to positions in their Department. The position must be one which, in the judgment of the Department Director and in collaboration with the Director of Human Resources is amenable to being staffed on a temporary basis.
- D. Employees seeking temporary reassignment must first provide a medical certification to the Department of Human Resources documenting the job functions the employee can safely perform. The Department Director in collaboration with the Division of Risk Management may request a second opinion by a medical care provider selected by the City. Fees of this nature would be borne by the City.
- E. Employees on temporary reassignments will return to their regular positions immediately upon regaining the ability to perform the essential functions of their regular position, as determined by their medical care provider and/or the care provider selected by the Department Director in collaboration with the Risk Management Division.
- F. Temporary reassignments will not be for longer than ninety (90) cumulative consecutive working days and their status will be reevaluated every ninety (90) days up to a total cumulative maximum of three hundred sixty (360) days. Employees on temporary reassignments who have exhausted the allowable three hundred and sixty (360) days and cannot return to full duty may be eligible for early retirement or release from employment based upon their inability to perform the essential functions of their regular position for failure to meet medical standards, except in exceptional circumstances as determined by the Department Director in collaboration with the Risk Management Division. This in no way will restricts the former employee from the opportunity to reapplying for employment and, upon such application, will being given priority consideration for selection except for vacancies that are filled through the promotional process.
- G. Moved to A above

The Parties hereto represent that they have full legal authority to enter into this Memorandum of Understanding ("MOU"), and that the foregoing constitutes the entire MOU.

IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives on the 21st day of January, 2009.

FOR THE CITY

Ed Mitchell

Ed Mitchell
County PBA

[Signature] 1/5/09

DeSa Bush
Chief of Police

[Signature]

Richard Samolewicz
Employee Relations Manager

PBA [Signature]
CITY [Signature]

FOR THE PBA

[Signature]
John Kazanjian, President Palm Beach
City Administrator

[Signature]
Louis Penque, President West
Palm Beach PBA

Office of the City Attorney Approved as to form and legal sufficiency By: <u>[Signature]</u> Date: <u>1/20/09</u>
