

AGREEMENT BETWEEN
THE CITY OF RIVIERA BEACH, FLORIDA
AND
PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION
(POLICE OFFICERS & SERGEANTS)

OCTOBER 1, 2019 Through SEPTEMBER 30, 2022

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PREAMBLE

Section 1:

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Riviera Beach, this agreement is entered into by and between the City of Riviera Beach, 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 Certificate No. 1816 issued to the PBA in accordance with the Certificate granted by the Public Employees Relations Commission on May 29, 2013.

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 functions of the municipal government, and by providing in the most efficient manner, superior public service to the citizens of the community.

ARTICLE 1: RECOGNITION

Section 1:

The City of Riviera Beach 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. The classification used below is for descriptive purposes only. Their use is neither an indication, nor a guarantee that these classifications or titles will continue to be utilized by the City.

Section 2:

The bargaining unit for which this recognition is accorded is defined in Certificate No. 1816, granted by the Public Employees Relations Commission on May 29, 2013, comprising of all sworn Police Officers in the assignments of Crime Scene Specialist, Detective, Detective Sergeant, Police Officer, and Police Sergeant.

Section 3:

The Palm Beach County Police Benevolent Association hereby recognizes the City Manager or City Manager's representative as the Public Employer's only representative for the purpose of collective bargaining and the City recognizes the PBA President or the President's 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, officers, members, and employees shall be synonymous.

Section 5:

The City shall send notices and communications involving collective bargaining to:

President John Kazanjian
Palm Beach County Police Benevolent Association, Inc.
2100 N. Florida Mango Road
West Palm Beach, Florida 33409

ARTICLE 2: TERMS OF AGREEMENT

Section 1:

Except as otherwise provided herein, this Agreement shall be effective, October 1, 2019, subject to ratification by the Association and final approval by the City of Riviera Beach City Council and shall continue in full force and effect until its expiration date, September 30, 2022

Section 2:

This Agreement shall take effect when ratified by the members of the collective bargaining unit and the City Council and shall remain in effect until September 30, 2022.

ARTICLE 3: REPRESENTATION OF THE CITY

The City shall be officially represented by the City Manager or a person or persons designated in writing to the PBA by the City Manager. The City Manager or the City Manager's designated representative shall have sole authority to conclude an agreement on behalf of the City, subject to ratification by official resolution of the City Council. It is understood, however, that if the City Manager designates a representative to negotiate with the PBA, then such designated representative(s) shall be empowered to fully engage in good faith collective bargaining and make tentative agreements subject to final approval by the City Manager or the City Council.

ARTICLE 4: REPRESENTATION OF THE PBA

Section 1:

The PBA shall be represented by the President of the PBA or by a person or persons designated in writing to the City Manager by the President of the PBA. The identification of representatives shall be made each year by March 1. The President of the PBA or person or persons designated by said President shall have full authority to conclude tentative agreement on behalf of the PBA, subject to ratification of a majority vote of those bargaining unit members voting on the question of ratification.

Section 2:

It is understood that the PBA representative or representatives are the official representatives of the PBA for the purpose of negotiating with the City. Negotiations shall not be entered into with persons other than those described above, regardless of their positions or associations with the PBA. The PBA agrees to notify the City Manager, in writing, of any change in the designation of the President of the PBA, or any change in certified representatives of the PBA.

Section 3:

The City recognizes the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, as the exclusive bargaining agent for the sworn personnel in the unit certified by the Public Employees Relations Commission as stated in Article 1: Recognition.

ARTICLE 5: DUES DEDUCTION

Section 1:

Upon receipt of a lawfully executed written authorization from a bargaining unit member, the City agrees to deduct the current regular association dues on a semi-monthly basis and remit such deductions to the treasurer of the PBA. 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 the employee's dues deduction and shall submit such revocation form to the City Payroll Section with a copy to the PBA.

Section 3:

The PBA agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall be at least 8½ inches wide and 5½ inches tall in dimension. The information entered on the forms, with the exception of the members' signatures, must be either typed or legibly printed. These forms shall read as follows:

AUTHORIZATION CARDS FOR DEDUCTION OF DUES

I hereby authorize the City to deduct from my wages each pay period, the current regular pay period PBA dues and to transmit this amount to the treasurer of the Palm Beach County Police Benevolent Association.

Date:

Name:

City ID Number:

Social Security Number: Address:

Signature:

ARTICLE 6: NO STRIKE PROVISION

Section 1:

The PBA, its officers, and members of the PBA bargaining unit, agree not to instigate, promote, sponsor, or engage in a strike, work stoppage, slowdown or other form of interference with operation and mission of the City Administration as prohibited by Florida Statute.

Section 2:

Any employee who participates in, or promotes a strike, work stoppage, slow down or other form of interference with the operation and mission of the City's Administration, as prohibited by Florida Statute, shall be subject to discipline up to and including discharge.

Section 3:

In the event of a strike, work stoppage, slowdown or interference as defined presently in the Public Employees Relations Act, Section 447.203 (6) with the operation and accomplishment of the mission of the City Administration, the President of PBA shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring prompt resumption of normal operations. An authorized PBA representative shall notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provision(s) of this Article. A court of competent jurisdiction shall determine if the actions taken by the PBA are sufficient enough to relieve the union of liability for damages caused to the City as a result of the strike.

Section 4:

Failure to abide by the terms set forth in this Article may cause the City Council to terminate this Agreement. Should a court of competent jurisdiction declare that PBA actions insufficient to relieve the PBA of liability, the City Council may also terminate the contract on the PBA's failure to abide by the agreement.

Section 5:

Nothing contained herein shall interfere with the exercise of PBA, its officers, or bargaining unit members' right of free speech guaranteed by the Federal and State Constitutions.

ARTICLE 7: MANAGEMENT RIGHTS

The PBA recognizes that the City has and will continue to retain, whether exercised or not the responsibility and authority to operate and manage its affairs in all respects and the powers or authority which the City has not officially abridged, delegated, or modified by the express provisions of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited, to the following:

- A. To manage and direct the employees of the City.
- B. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.
- C. To suspend, demote, discharge, or take disciplinary action against employees from duties for just cause.
- D. To relieve employees from duty because of lack of work, business necessity, funds or other legitimate reasons.
- E. To maintain the efficiency of the operations of the City.
- F. To determine the methods, means, and personnel, by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- G. To determine the organization of City government.
- H. To determine the number of employees to be employed by the City.
- I. To determine the number, types and grades of positions, or employees assigned to an organization unit, department or project.
- J. To determine internal security practices.
- K. To determine those matters to be covered by the Civil Service System.
- L. To determine the minimum manning requirements to provide safety and security to the citizenry of Riviera Beach.

ARTICLE 8: BULLETIN BOARD

The City shall allow space within the confines of the Police Department Squad Room for a bulletin board for Association notices and Union information. No derogatory or demeaning information against the City's personnel shall be posted on the bulletin board. The Chief of Police or Assistant Chief of Police shall determine if such information is posted and may order its removal. The judgment of the Chief or Assistant Police Chief shall not be arbitrable.

ARTICLE 9: HOLIDAYS

The City shall recognize the following days as Holidays:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day (First Monday in September)
7. Veteran's Day
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday following Thanksgiving Day
10. Christmas Day (December 25)
11. Employee's Birthday-(to be observed on "Good Friday")

Employees must work their scheduled Day before and their scheduled Day after the holiday in order to be paid for the holiday, (unless excused by the Department Head), or on their scheduled days off. Holidays, when worked, shall be paid at the rate of double-time and one half the employees' normal hourly rate for regular scheduled hours. Employees not working holidays will be compensated for eight (8) hours at their normal hourly rate.

For purposes of Holiday Pay, Holidays will be observed on the actual date. Employees covered by this Agreement shall receive a work day off with pay for each of the holidays earned, unless the employee has been disciplined for abuse of sick leave the previous six (6) months, in which case the employee will lose a holiday or holiday pay for each discipline write-up for abuse of sick leave.

ARTICLE 10: BEREAVEMENT LEAVE

Section 1:

In the event of the death of the mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, spouse, son, stepson, daughter, stepdaughter, grandparent, mother-in-law, or father-in-law, brother-in-law or sister-in-law who is the direct sibling of spouse, or a regular full time employee, said employee shall be entitled to paid bereavement leave, not to exceed three (3) working days for any one death.

Section 2:

Five (5) days shall be granted if the funeral is held out-of-state.

Section 3:

The City Manager may grant additional leave under this section if the circumstances warrant it. However, the City Manager's determination under this section shall be final and not subject to the grievance procedure.

ARTICLE 11: VACATION

A. The parties hereto agree that each employee after his first six months of service and continuing through the fifth year of service, shall accrue paid vacation at the rate of one (1) day per month of employment to a maximum of thirteen (13) days per year. Thereafter, paid vacation days will accrue according to the following schedule:

	HOURS	HOURS	
AMOUNT OF	#OF DAYS	ACCUMULATED	ACCUMULATED
SERVICE	PER YEAR	PER YEAR	PER WEEK
7-12 months	6	48.0	1.848
1-5 years	13	104.0	2.000
6 years	14	112.0	2.152
7 years	15	120.0	2.308
8-10 year	16	128.0	2.460
11 years	17	136.0	2.616
12 years	18	144.0	2.768
13 years	19	152.0	2.924
14 years	20	160.0	3.076
15 years or more	21	168.0	3.231

B. Employees are eligible to take vacation upon completion of the one (1) year probationary period.

C. Any employee may elect to be paid for up to 80 hours from the employee's sick leave and/or vacation account at the end of the fiscal year in the first year of the contract; up to 40 hours in the second year of the contract; and zero hours in the third year of the contract. The election must be made in October of the current fiscal year, and payment will be made by December 31 of the current fiscal year. Payment will be at the employee's current rate of pay as of the date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid sick and/or vacation hours shall remain in the employee's leave accrual accounts.

ARTICLE 11: VACATION (Cont.)

D. Employees who are not employed on the day pay-off is made in December, may take advantage of this program as long as the employee is employed by the City on September 30th in the immediate previous fiscal year.

E. The maximum number of vacation days any employee may accumulate shall be twice the employee's annual rate of accrual.

ARTICLE 12: SICK TIME

- A. Employees who have satisfactorily completed six (6) months of their probationary period, shall earn one (1) day of sick leave for each month of continuous services, commencing the first of the month following their probationary period, with no limitations or maximum accumulated days.
- B. Employees who have satisfactorily completed six (6) months of their probationary period, and who incur a non-duty sickness or disability shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sickness, injuries or disabilities which are determined to be covered by worker's compensation, shall not be charged to the accumulative sick leave of the employee.
- C. Employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred thirty-two (132) days, upon termination of employment, for other than disciplinary reasons. Regular full-time employees with fifteen (15) years or more service shall be paid one hundred percent (100%) of any unused sick leave days, up to one hundred thirty-two (132) days, upon termination of employment, for other than discharge. Such sick leave payment shall be at the employee's current regular rate of pay.
- D. If any employee who has satisfactorily completed the probationary period is discharged for cause, the employee will not receive any compensation for unused accrued sick leave.
- E. Any employee who is absent for three (3) consecutive working days shall provide a medical certificate which substantiate the employee's absence from regular duties and/or was unable to perform work.
- F. Whenever, in the judgment of the Police Chief or designee, sick leave may appear to be abused, or where any employee regularly uses the sick leave as it is earned, the employee requesting such sick leave may be required to furnish a medical certificate which substantiate the employees' absence from regular duties and/or was unable to perform work. Prior to sick leave pay being granted, a conference will be held with the Police Chief or designee. Such competent medical proof shall include a physician's statement attesting to the employee's inability to perform work on the day(s) of absence and the medical reason for such.

The definition of abuse shall include but not be limited to when an employee consistently takes sick days before or after their regular days off or sets a pattern of taking certain days off each month.

ARTICLE 12: SICK TIME (Cont.)

- G. Abuse of sick leave, or a false claim for sick leave, maybe considered cause for disciplinary action.
- H. An employee who is absent from work shall notify the Police Chief or designee of such absence. If possible, the absence should be reported prior to the start of any scheduled shift. Perimeters set when to call in.
- I. Failures on the part of the employee to timely notify the department of any absence for which sick leave is claimed may result in a denial of sick leave.
- J. Any employee may elect to be paid up to eighty (80) hours of the employee's sick leave account and/or vacation account in the first year of the contract; up to forty (40) hours in the second year of the contract; and zero (0) hours in the third year of the contract, as provided for in Article 12, Vacation Leave, at the end of the fiscal year. This selection must be made in October. Payment will be at the employee's current rate of pay as of date paid and will not be affected by any subsequent adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.
- K. An employee may donate accrued/available Vacation Leave, or Sick time to another employee, when that employee suffers a job-related or non-job-related accident, injury, or illness and does not have sufficient vacation, sick or personal holiday days accrued/available, or in the employee's bank, to cover the period of time the employee must be off work due to the employee's accident, injury, or illness, and no paid leave is available to them. Any donation of time is voluntary. Employees donating time must leave fifty-six (56) hours in their own account.

Employees who agree to donate days based upon this section will not be prohibited from donating any days in excess of the actual days needed by the employee on approved leave. Unused days not used by the requesting employee shall revert to the donating employee, or if the donating employee has terminated employment with the City, said days shall be forfeited by both the donating employee and donor employee. In order to be eligible to participate under this Section, an employee must be on regular status.

ARTICLE 13: WORKWEEK AND OVERTIME

Section 1:

The City shall compensate for overtime work in excess of forty (40) hours per week for employees assigned to eight (8) hour shifts in a seven (7) day work cycle. Employees assigned a twelve (12) hour shift in a fourteen (14) day work cycle shall be compensated time and one half for all worked in excess of eighty-four (84) hours. Holidays, vacations, funeral leave, jury duty, military leave, furlough day, and other absences from duty on active pay status will not be considered as days worked for overtime compensation. The City agrees that employees' work schedules will not be changed, absent ten (10) day notice, primarily for the purpose of avoiding the payment of overtime and/or overtime rates as provided in this agreement. With the approval of the Chief of Police, Police Officers, and Sergeants assigned to specialized units may have their schedules changed with a four (4) day notice in order to address, in the Chief of Police's sole discretion, a significant trend in criminal activity or significant community safety issues.

Critical Incidents/Special Response Team Assignment

Police personnel whose shift has ended and are called to work a critical incident and/or a special response team assignment shall receive call-back overtime pay for the time actually worked. The department may order an employee to perform overtime work at the beginning or following completion of a regular shift. Critical incidents/special response team assignments are determined by the Police Chief and the determination is final. Such incidents, may include, but are not limited to homicide, traffic, marine unit, or crime scene call back.

Call-back/mandatory overtime is defined as any overtime separated by at least ½ hour from any other time actually worked. All employees who are so ordered to perform overtime work and who have been called back to duty after the completion of a regular work shift shall be paid at one and one-half times the average hourly rate for a minimum of three (3) hours for those personnel without a take-home vehicle. For personnel with a take-home vehicle, the officer will be paid for the actual hours worked during the assignment need to be paid at 1 ½ time. The three (3) hour minimum will not apply where overtime is performed as an extension, either at the beginning or at the end of a regular work shift. In all cases, the personnel will be paid for hours worked at the overtime rate for the assignment.

Bargaining unit members shall be entitled to payment for overtime hours as outlined above. As of October 1, 2019, there will be no informal or formal compensatory time or the accrual of compensatory time.

ARTICLE 13: WORKWEEK AND OVERTIME (Cont.)

Employees with compensatory time or accrued compensation time on the effective date of the contract will be allowed to retain the compensatory time through the calendar year 2020. Employees must use the compensatory time or accrued compensatory time before the end of the calendar year 2020.

Section 2:

Overtime pay, when so granted, will normally be contained in the bargaining unit member's next regular paycheck following the time worked.

Section 3:

Pursuant to Article 7, Management Rights, 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 4:

Management, in an effort, to maintain the efficiency of the operations of the City, make changes or alteration in department-wide shifts, excluding shift rotation; however, the changes or alterations in shifts shall not be changed or alter without the City providing ten (10) days advance notice to the PBA of the change.

Bargaining unit members required to work beyond their regular duty hours during an emergency will be compensated per the City's DISASTER PAY PRACTICES (NON-EXEMPT).

ARTICLE 14: COURT PAY

The City shall pay overtime at a rate of time and one-half overtime to employees required to attend county and/or circuit, federal court, or deposition while off duty, stemming from actions arising from duty hours with a minimum of three (3) hours for such overtime.

Employees who fail to attend county, circuit, federal court, or deposition after receiving and acknowledging receipt of notice related to any scheduled judicial proceeding shall receive a written reprimand for the first missed appearance and a one (1) day suspension for the second missed appearance. Subsequent failures to honor court proceeding notices will generate more severe administrative sanctions up to and including termination of employment.

ARTICLE 15: HAZARDOUS DUTY PAY

Section 1:

The City shall compensate each motorcycle officer, special response team (SRT) and K-9 officer at the rate of fifteen dollars (\$15.00) per week for K-9, motorcycle officer, and special response team (SRT) duty so long as the officer is so assigned. Officers will be paid the fifteen dollars (\$15.00) per week in the paycheck following performance of the assigned duty.

Section 2:

The Union and the City agree that officers who are assigned K-9 dogs will be compensated five (5) hours per week at straight time rate for the care and upkeep of the animal. These five (5) hours shall represent all compensation the employee shall receive during a seven (7) day period for the care and upkeep of the animal. When the employee is on duty, the employee's work hours will be adjusted to ensure that the care and upkeep of the animal will be performed on duty. Nothing herein precludes the City from releasing the K-9 officer from his shift one (1) hour per day for the care and upkeep of the animal. Where the officer is released from police duty during his shift, the five (5) hours shall serve to satisfy the compensation for the officer for all work related to the care and upkeep of the animal for the seven (7) day period.

ARTICLE 16: CLEANING ALLOWANCE

Section 1:

The City shall furnish uniforms to all bargaining unit members and all bargaining unit members will be required to wear the Police Department issued uniform in the style and manner determined by the Police Department.

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.

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 \$20.00(twenty dollars)) per week for uniform maintenance. New hires will receive five (5) shirts and five (5) pairs of pants. Damaged or worn uniforms will be replaced as needed.
- B. A bargaining unit member on leave without pay, extended leave restricted duty, or not authorized to wear the Police uniform for one-week period of time will not receive the uniform maintenance allowance until such member returns to full duty. Uniforms and equipment lost or damaged beyond repair in the line of duty shall be replaced by the City.
- C. Replacement of Police Department uniforms and equipment lost or damaged through the employee's neglect, negligence, or failure of do care will be replaced by the employee and may result in administrative sanction.

Section 4:

Employees required to wear plain clothes as part of their duty shall, in November of each calendar year, receive a five hundred dollars (\$500) clothing allowance. Any employee leaving plain clothes assignment or the employment of the City, for any reasons, shall return, on a prorated basis, clothing allowance for the remainder of the year. The City shall have the right to deduct from the employee's final paycheck an amount equal to the prorated clothing allowance.

ARTICLE 16: CLEANING ALLOWANCE (Cont.)

Section 5:

In accordance with Department policy, the City shall provide each sworn officer with a bullet-proof vest. It shall be just cause for administrative sanctions if a bargaining unit member provided a bullet resistant vest fails or does not wear the vest while on duty, or while providing any extension of Police service detail without the expressed authorization of an Assistant Chief or above.

Section 6:

All employees who are provided uniforms and related equipment are required to wear uniform or related equipment and report to work with said uniforms and equipment clean and neat in appearance.

Section 7:

All items as 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 must be returned (or paid for) by the employee before their final paycheck will be issued.

ARTICLE 17: SAFETY

Section 1:

Police vehicles will not be placed into operation if they are unsafe, pursuant to Florida State Statutes definition of defective or unsafe equipment.

The employee shall have the right to call to the attention of the shift officer in charge, the following items not in good working order:

1. Tires
2. Brakes
3. Steering (front-end)
4. Windshield wipers and washers (when necessary)
5. Lights, external and internal
6. Motor mounts

The officer in charge will then pull the vehicle from the City's service if the officer deems it necessary. The vehicle will remain out of City service until repaired.

Nothing in this Article shall prohibit the City from removing any vehicle from service; at any time, the City may feel it is necessary.

Any employee who observes or suspects an unsafe condition regarding a motor vehicle will report same to his immediate supervisor and will immediately complete a Vehicle Repair Notice. A copy of the completed Notice shall be placed inside the vehicle in a conspicuous location and a copy will be provided to the shift supervisor.

ARTICLE 18: CALL OUT

Employees will be paid at the rate of time and one-half, for a minimum of three (3) hours if the employee is called out beyond regular duty hours and physically respond to the call out.

However, the employee shall be compensated for call out at straight time, provided the employee does not exceed the regularly scheduled work week hours.

ARTICLE 19: FIELD TRAINING OFFICER

Section 1:

The City shall compensate all training officers at the rate of five percent (5%), so long as the officer is so assigned and provided the officer has successfully completed the Field Training Officer's Course. Nothing contained herein shall require management to assign training duties to an employee solely on the basis of having completed a Field Training Officer's Course. Management reserves the right to assign personnel to fulfill training obligation as determined by Department needs. Employee removed from this assignment shall not be grievable to arbitration. Employees, who have served three (3) years as a Field Training Officer, before the effective date of this agreement, will continue to receive the five percent (5%) as part of their salary. All other employees, after the effective date of this agreement, will not receive the five percent (5%) compensation, after completion of the assigned duty as a Field Training Officer.

When management identifies officers with exemplary knowledge, skills and abilities in patrol fundamentals and techniques and the liability to effectively train, management may utilize the officer as a Field Training Officer in lieu of having completed a Field Training Officer Program. Identified officers will be mandated to attend and successfully complete a Field Training Officer Course within twelve (12) months of their initial assignment as a Field Training Officer.

Section 2:

Criteria for the Field Training Officer shall be placed on the job announcement. When selecting a Field Training Officer, a union representative must be included on the panel. The Police Chief's selection decision shall not be grievable to arbitration.

Section 3:

The City has the right to require re-certification or retraining of any officer who has been previous certified in the Field Training Officer's Program.

ARTICLE 20: SPECIAL ASSIGNMENT PAY

Those officers selected and assigned to the position listed below (or other positions established by the Chief of Police) shall receive 5% of their regular (base) pay.

- Detectives
- Canine
- Traffic
- Marine patrol
- S.W.A.T.

The number of officers assigned to the position shall be determined by management meant through an appropriate assignment determined solely by the Chief of Police.

ARTICLE 21: SENIORITY/ REDUCTION

Section 1:

Seniority shall be defined as the total length of continuous service in the Police Department. Seniority shall continue to accrue during all types of compensable leave, approved by the City. Approved leave of absence without pay shall not count towards the accrual of seniority.

Section 2:

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

1. Termination
2. Retirement
3. Resignation
4. Lay-off exceeding six (6) months
5. Failure to report to the Department of Human Resources intentions of returning to work, within five (5) days of receipt of recall, as verified by Certified Mail, Return Receipt.
6. Failure to report from Military Leave within the time limits prescribed by law.

Section 3:

The City Council will determine the classification and numbers of employees to be laid off. When the lay-off occurs, probationary employees shall be laid-off first, and then regular, full-time employees, in the inverse order of their seniority at the time of the lay-off. Probationary employees shall have no recall rights.

Section 4:

Lay-offs shall be by seniority except where lay-off adversely impacts the City's ability to comply with minimum requirements to provide safety and security to the citizens of Riviera Beach.

In the event that two (2) or more employees affected have the exact same amount of Seniority, the higher current performance rating shall prevail.

ARTICLE 21: SENIORITY/REDUCTION (Cont.)

Section 5:

Bumping Rights - Any employee who is scheduled for lay-off or whose job has been eliminated, or is replaced on his present job by a more senior employee, shall be entitled, if qualified, as determined by the Chief of Police, to replace an employee junior in seniority in any position of the same or lower rank.

Recall - Employees on lay-off status will retain recall rights for six (6) months. Employees will be notified of their recall by Certified Mail to the last address in the employee's records.

Within five (5) workdays of a Certified Receipt date, laid-off employees must signify, in writing, their intention of returning to work, to the Department of Human Resources. Failure to respond to the notice within the prescribed time limits previously stated above shall constitute a resignation by the employee.

Recall will be offered to laid-off employees provided they are physically qualified and able to perform all of the duties of the job.

When employees are recalled from lay-off, the employee with the greatest seniority in the classification shall be recalled first.

ARTICLE 22: GRIEVANCE PROCEDURES

A. DEFINITIONS

1. A grievance is defined as any dispute involving the application or interpretation of this Agreement.
2. The term "employee" includes an individual within the bargaining unit covered by this Agreement.
3. The term "day" when used in this procedure, shall mean calendar days, Monday through Friday, excluding holidays.

B. WITHDRAWAL OF GRIEVANCE

A grievance may be withdrawn by the grievant or the PBA at any time, and at any step of this procedure, provided, however, the same grievance may not be filed the second time by the same parties, after the grievance has been withdrawn.

A grievance shall be processed as hereinafter provided:

Step 1. Within ten (10) days of the misapplication or misinterpretation, an employee may initiate a verbal complaint with the supervisor. Within three (3) days the supervisor will verbally notify the employee of his decision.

Step 2. If the grievance has not been satisfactorily resolved verbally in Step 1, the PBA or its representative or the employee, shall reduce the grievance to writing on the standard form provided for this purpose, and present such written grievance to the employee's captain within seven (7) days of the grievance. The captain shall meet with the PBA or the employee or shall respond to the PBA in writing within seven (7) days from the receipt of the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the PBA may present a written appeal to the Police Chief within seven (7) days from the time the response was due in Step 2. The Police Chief or designee shall meet with the PBA representative and shall respond, in writing, to the PBA within seven (7) days from the receipt of the appeal. Any grievance not processed in accordance with the time limits provided shall be considered conclusively abandoned.

ARTICLE 22: GRIEVANCE PROCEDURES (Cont.)

Step 4. In the event the grievant is not satisfied with the disposition of the grievance at Step 3, or if no disposition has been made within the time limits as provided in Step 3, the PBA may submit the grievance appeal to the City Manager or designee within ten (10) days from the time the response was due in Step 3. The City Manager or designee shall indicate in writing the disposition of the grievance to the grievant/PBA within ten (10) days from the receipt of appeal from the department head.

Step 5. In the event that the PBA is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the time limits as provided for in Step 4, or the appeal of a disciplinary action is upheld as outlined in Article 22, Section 4, the Association may, within seven (7) working days, submit a signed written request for arbitration to the City Manager, the PBA may submit the grievance to arbitration, using the Federal Mediation and Conciliation Services (FMCS). Such request shall be filed with the City Manager no later than five (5) days after the City Manager's response is due in Step 4 of the grievance procedure. The arbitration proceeding shall be in accordance with the rules of FMCS.

If the City Manager does not agree that the matter is arbitrable, notification shall be sent to the PBA of such within ten (10) days of receipt of the PBA request to proceed to arbitration. The parties agree that, in such an instance, an arbitrator will be selected according to the rules of FMCS, to determine solely the question of arbitrability. Such decision shall be based solely on written briefs, exhibits, and affidavits submitted by the parties.

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

The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of the Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement, "not" to be subject to grievance procedure or arbitration, or which is not specifically covered by this Agreement; nor shall this collective bargaining agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinion and shall confine himself exclusively to the question, which is presented to him, which question must be actual and existing. The arbitrator shall render his decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to the City and the PBA. Both parties agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the City and the PBA.

ARTICLE 22: GRIEVANCE PROCEDURES (Cont.)

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

C. GENERAL PROVISIONS

1. The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties. Failure of the PBA or grievant, whichever is appropriate, to proceed with the grievance within the times herein before provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the PBA or grievant, whichever is appropriate, to proceed to the next step in the grievance procedure.
2. All grievances shall be processed during times which do not interfere with, or cause interruption of an employee's work responsibilities.
3. The filing of a grievance shall in no way interfere with the rights of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to, or during the time a grievance is being processed.
4. The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the PBA or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.
5. The commencing of legal proceeding against the City in a court of law or equity, or before the Public Employees Relations Commission or any other administrative agency, by an employee, or the PBA for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the PBA of its/their right to resort to the grievance and arbitration on procedure contained in this Agreement.
6. PBA is the exclusive bargaining agent for all bargaining unit members of the Police Department and the parties agree that the City may refuse to recognize any grievance not previously reviewed, approved, and filed by PBA.
7. All arbitration hearings will be held at either a designated city location or the PBA offices.

ARTICLE 22: GRIEVANCE PROCEDURES (Cont.)

Any member believing that there is a grievance shall discuss the matter with the immediate supervisor and attempt to resolve the stated concern. If the concern is not resolved through discussion with the immediate supervisor, the grievance shall be presented to PBA for its consideration as a grievance. If PBA does not accept handling the grievance, based upon membership in PBA, the employee may proceed with their own representative.

ARTICLE 23: DISCIPLINE

Section 1: Purpose

The parties recognize that the interest of the community and job security of the bargaining unit members depends 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, behavior which 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: Disciplinary Action

No bargaining unit employee who has completed the initial probationary period shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following disciplinary actions may be utilized and, depending on the severity of the offense, the first action may be at any level including dismissal.

- A. Written Reprimand
- B. Suspension without Pay
- C. Demotion
- D. Dismissal

Section 3: Appeal of Disciplinary Action

- A. The union may appeal any adverse formal disciplinary action(s) through the grievance/arbitration procedure. Such appeal shall be filed with the Police Chief within ten (10) working days of receipt of written notice of the disciplinary action. The appeal of written reprimands shall be limited to a determination made by the Police Chief and is final and binding and not subject to arbitration.
- B. The Police Chief shall respond in writing within ten (10) working days from date of receipt of any written disciplinary appeal.
- C. If the Police Chief upholds the disciplinary action, excluding written reprimands, the union may proceed to arbitration in accordance with Article 21: Grievance Procedures, Step 5 Arbitration Referral.

ARTICLE 24: PROMOTIONS

Promotions shall be considered in the following manner:

- A. **CONDUCT OF EXAMINATIONS:** All examinations shall be conducted in a manner which fairly tests the ability and capacity of those individuals admitted to the examination. The actual conduct of every examination shall be under the direction of a professional tester, free from interference or influence of any person. The Department of Human Resources, in consultation with the Chief of Police, shall select the professional tester who shall conduct all promotional examinations and grading thereof.
- B. **NOTICE OF PROMOTIONAL EXAMINATION:** Whenever a vacancy arises, the Police Chief shall request the Department of Human Resources to post a notice of a promotional examination. In the request, the Police Chief shall advise the Department of Human Resources of the materials to be covered on the examination. The City shall give notice sixty (60) days before the scheduled promotional examination. Such notice shall include the examination date, eligibility requirements, the areas which the examination will cover, and the sources from which the examination is drawn. The notice shall be posted on the departmental bulletin board.
- C. **ELIGIBILITY TO TAKE EXAMINATION:** Each eligible employee wishing to take the examination shall so state in writing and submit same to the Department of Human Resources at least thirty (30) days prior to the examination. Applicants for the Sergeant's promotional examination must apply on or before the application cut-off date. No employee on probation shall be eligible to sit for the promotional examination. The Chief of Police shall post a list of those persons eligible to take the examination on the departmental bulletin board. Said list shall be posted at least twenty-five (25) days prior to the date of the examination.

If an employee who is determined ineligible wishes to challenge the eligibility determination, the employee may submit an appeal to the Department of Human Resources at least twenty (20) days prior to the date of examination. The decision of the Department of Human Resources shall be final.

- 1. **Eligibility for Sergeant of Police:** To be eligible to take the examination for Sergeant of Police, the candidate must meet the following criteria:
 - a. Prior to the date of the examination, the candidate must have three (3) years of continuous service as a sworn full-time Riviera Beach Police Officer.

ARTICLE 24: PROMOTIONS (Cont.)

- b. One hundred sixty (160) hours of career development courses, or a two (2) or four (4) year college degree in criminal justice, or a related field from an accredited college.
- c. The term "continuous service" when used in this Article means employment in the City's service without break or interruption, provided that absence on military leave, education leave (as long as the furthering of this education is to the benefit of the City), time off for vacation or sick leave or extension without pay of vacation or sick leave, or other leave of absence not to exceed ninety (90) days, shall not affect continuity of service. All employees who enter the armed services of the United States in any period of national emergency or who are called into service, and all employees who have been granted educational leave, must resume re-employment with the City within thirty (30) days after his/her discharge, release from military service, or completion of the educational course.

Upon return to City service, the employee shall be reinstated to the position previously held by him/her and shall be entitled to receive salary at the rates to which he/she would be entitled had his/her service with the City not been interrupted. When a person terminates his/her employment with the City for any reason, his/her continuity of service ceases. Should the person be rehired at a future date, employment begins as a new employee and benefits will be accrued as of the date of rehire. However, should an employee be rehired within six (6) months of his/her termination at the convenience and request of the City due to be needs for the employee's skills, full continuity of service, less time of termination may be granted with all benefits restored.

- D. **CANDIDATE MAY INSPECT EXAMINATION PAPER:** Immediately following the examination and its grading, the employee may request a review of his examination paper with the professional tester. If an employee fails to request this review, the employee's test score shall be final. If after the review the professional tester does not agree to alter the answer(s) as suggested by the employee, the answer of the professional tester shall be final. Where an answer is changed based upon this review process, all employee examinations will be adjusted to reflect the correct answer. The decision of the professional tester under this section shall not be appealable or arbitrable.

E. **NO MAKE-UP EXAMS:**

There will be no make-up promotional examinations.

- F. **PROMOTIONAL PROCESS:** Candidates must obtain a minimum score of seventy percent (70%) on the written examination to be eligible for further consideration. Written promotional examinations shall be augmented by oral interview and staff evaluations. The oral interview shall be conducted by members of local law enforcement agencies, which shall include three (3) persons of the rank of lieutenant or captain, depending on the promotional level, under the supervision of the City's Director of Human Resources or designee. The average shall count up to fifteen (15) points towards the maximum of one hundred (100) points.

The respective weight given to written examinations, oral interviews and staff evaluations to determine the candidate's total rating shall be:

ARTICLE 24: PROMOTIONS (Cont.)

Written Examination: 50%

Oral Interview: 15%

Staff Evaluation: 35%

An aggregate score of seventy percent (70%) must be obtained to be promoted.

Staff evaluation shall be determined by averaging the assigned number of points to ratings as indicated below: Time period for eligible or deductible points for staff evaluation are based on date of the posting by the Human Resources Department of a list of employees eligible to sit for the test.

PERFORMANCE EVALUATION FOR PAST TWO (2) YEARS AS TAKEN FROM PERSONNEL FILE:

Unsatisfactory & Improvement Needed	0 Points
Satisfactory	1 Point
Excellent	3 Points
Outstanding	5 Points

Total Points - Average all evaluation within past two (2) years, assigning points to ratings as indicated above (Maximum 5 points).

Points: _ _ _ _

2. EDUCATION AND TRAINING

Formal Education
master's degree or
higher

8 Points

Four-Year Degree
or 120 semester hours

7 Points

ARTICLE 24: PROMOTIONS (Cont.)

Two-Year Degree
or 60 semester hours

6 Points

Select highest achieved
(Maximum 8 Points)

Points: _ _ _ _

Career Development Courses:

Through Advanced (including FDLE Advance
Course)

3 Points

Supervision (including formal FDLE Supervisor
Course)

Two (2) Points

Mid-Management (including FDLE Mid-
Management Course)

Three (3) Points

Select highest completed
(Maximum three (3) Points)

Points: _ _ _ _

Seminars and Shore Courses:
Less than Eighty (80) Hours

½ Point Each for a
Maximum Total of two (2) Points

Military experience

Three (3) years active duty or five (5) years reserve with honorable discharge

Points _____

3. COMMENDATION

As determined and approved by the Chief of Police to include letters of
commendation and awards signed by the Chief of Police or designee

To Five
More Than Five

One (1) Point
Two (2) Points

Total Points: (Maximum 2 Points)

Points _____

4. SENIORITY

ARTICLE 24: PROMOTIONS (Cont.)

One (1) Point for each year of continuous service up to 10 (Credit shall be based upon satisfactory completion of a quarter of a year).

Total Points: (Maximum ten (10) Points) Points: _____

5. RESIDENCY

Candidates who live within the City of Riviera Beach shall be entitled to receive additional credit if said candidates reside within the city limits three (3) months prior to the announcement of said examination.

Total Points: (Maximum three (3) Points) Points: _____

TOTAL POINTS FOR STAFF EVALUATION POINTS: _____

6. DISCIPLINARY ACTION (WITIDN PAST TWO YEARS)

Written - Subtract ½ Point each Points: ___

Suspensions:

1 Day - Subtract 1 Point each Points: ___

2 - 3 Days - Subtract 2 Points each Points: ___

4 - 10 Days - Subtract 5 Points each Points: ___

11 - 15 Days - Subtract 7 Points each Points: ___

16 - Up Days - Subtract 10 Points each Points: ___

If discipline is in the grievance process at the City Manager's level, the City Manager has 30 days from the date of the eligibility posting to respond. Decision of discipline shall be based on the City Manager's response to grievance.

TOTAL POINTS TO BE SUBTRACTED: POINTS: _____

Points for Seminars and Short Courses
(Maximum 2 Points) Points: _____

(Maximum 15 Points) Points: _____

ARTICLE 24: PROMOTIONS (Cont.)

The City shall give the employee at least seven (7) day notice that the employee's files will be reviewed by the board. It is the officer's responsibility to verify that all of the documents should be credited to the employee are in the employee's file kept by the Police Department and the employee's file kept in the Human Resources Department prior to the review of employee's file by the board.

GRAND TOTAL (Maximum 35 Points)

POINTS: ___

The employee's personnel file shall be reviewed by the Chief of Police, two (2) staff officers and one (1) captain of the Riviera Beach Police Department to evaluate the performance record of the employee. This will count up to thirty-five (35) points towards maximum of one hundred (100) points.

G. ELIGIBILITY LISTS:

The City shall post the eligibility lists required from this testing procedure, with persons with the highest point total listed first. In the event there are five (5) or more names on the list, the Chief of Police must choose one (1) of the top five (5) and not necessarily in the order of standing. If there are less than five (5) names on the list, the Chief of Police may choose one (1) name or reject all. If there is (1) or more names on the list, the Chief of Police may choose to accept or reject the individual (as per Section 15-10 of the City Code of Ordinance). In each instance, the Department shall forthwith deliver to the PBA the names of the persons selected for promotion and their number on the eligibility list. Eligibility lists shall remain valid for twelve (12) months from the date of posting of the list.

All promotional processes shall be initiated when a vacancy occurs. The City shall then test and promote as previously stated in this Article to any open position until the list is exhausted.

H. JURISDICTION IN AREAS OF APPEAL:

The City of Riviera Beach and the PBA shall have jurisdiction in all areas of appeal and grievances in regards to the examination.

- I. The professional judgment of any person or entity engaged in this process shall not be grievable or arbitrable.

ARTICLE 25: WAGES

Effective upon the first full payroll cycle after April 1, 2020 or ratification by the City Council, whichever occurs later, the parties will implement the attached step plan for police officers and police sergeants on April 1, of 2020. (See Appendix 1 for Step Plan.) Employees with less than a full six (6) months in their job classification will not advance to a new step on the attached step plan but will receive on April 1 of each contract year the new rate for the existing step. Employees with more than a full six (6) months in their job classification will advance each contract year on the wage scale described in this article, Appendix 1, Step Plan.

Any pay increase after September 30, 2022, are subject to the parties agreeing to same and, if no agreement is reached, the bargaining unit members' salaries will remain frozen at their September 30, 2022, rate until a new contract is reached.

For the term of this contract bargaining unit members step advancement will not be conditioned on a satisfactory rating to their evaluation; however, evaluations will be provided to bargaining unit members during the contract term. Bargaining unit members, who are of the belief that their evaluation is inappropriate, may file an appeal to the Chief of Police. The Chief of Police's decision shall be final. The performance evaluation shall not be grievable to arbitration.

In any other contract year other than this contract term, bargaining unit members, who are rated unsatisfactory during the contract year will not be eligible for advancement.

Bargaining unit members, who are of the belief that their evaluations are inappropriate, must submit a written request to their evaluating supervisor to contest their ratings within ten (10) working days after receiving their evaluations. The written request shall set forth the specific reasons for the objection along with any necessary documentation. The supervisor has ten (10) working days to review the objection and resolve the issue. If the bargaining unit member is not satisfied by the resolution, the bargaining unit member may appeal by one (1) of the following two (2) procedures:

- (1) If the bargaining unit member receive an unsatisfactory rating, the bargaining unit member shall set forth in writing, the steps taken to improve the performance after advised by the supervisor. Unless improvement was made by the bargaining unit member, the unsatisfactory rating may be appealed. The bargaining unit member shall submit the appeal in writing to the Chief of Police within five (5) working days from the date the bargaining unit member received the evaluator's denial of the bargaining unit member's objection to the evaluation. The Chief of Police may take one of the following three (3) actions:

ARTICLE 25: WAGES (Cont.)

- (a) Advise supervisor to re-evaluate bargaining unit member with a minimum score of satisfactory.
- (b) Reject the bargaining unit member's appeal.
- (c) Schedule a meeting with the bargaining unit member and the evaluator to present their respective arguments.

A bargaining unit member who receives an unsatisfactory rating may request a re-evaluation within six (6) months after receipt of an unsatisfactory rating.

In any other contract year, other than this contract term, if bargaining unit member receives a satisfactory rating or above, the bargaining unit member's salary shall be adjusted to the new salary, effective on the date of the new rating.

- (2) If the bargaining unit member received a satisfactory evaluation rating or above, the bargaining unit member shall set forth in writing, the specific reasons for the objections along with documentation to the Chief of Police within five (5) working days from the date the bargaining unit member received the evaluator's denial of the bargaining unit member's objection. The Chief of Police may take one of the following three (3) actions:

- (a) Advise the supervisor to change the evaluation to a higher score.
- (b) Reject the bargaining unit member's appeal.
- (c) Schedule a meeting with the bargaining unit member and the evaluator to present their respective arguments.

The following procedure will be adhered to for presentation of the parties' respective positions. The presentation will be limited to one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. A PBA representative may be present to assist in the presentation. The decision of the Chief of Police shall be final on the performance evaluation and shall not be grievable to arbitration.

This provision does not apply to probationary police officers.

Pay days will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event pay-day falls on a holiday, the City shall have the discretion to pay bargaining unit members on the day before or the day after the holiday.

ARTICLE 26: TIME POOL

Section 1: Eligibility To Use Association Time Pool:

Up to maximum of two (2) employees in any one instance shall be granted time off paid from the Association Time Pool for the purpose of conducting Association business.

- A. Such request must be submitted by and include authorization from the Association President if the absence is to be covered by payments from the Association Time Pool.
- B. All requests for the use of the Association Time Pool shall be submitted by the President of the Association or designee to the Police Chief or authorized designee at least three (3) workdays in advance of the requested time off. However, this shall not preclude management from granting leave with less than three (3) workdays notice.
- C. Request for time off shall be submitted for approval to the Police Chief or designee and, at the sole discretion of the Police Chief, said use of Association Time Pool or time off may be denied if the absence of an representative creates insufficient manpower to maintain efficiency of operations within the Police Department.

Section 2: Association Time Pool:

- A. Each dues-paying Association member shall contribute two (2) hours of vacation annual leave to the Association Time Pool on the first of October of each year.
- B. Said two (2) hours will be deducted from each dues-paying Association member's vacation time bank in the second pay period of October, based on an executed written authorization signed by the employee.

ARTICLE 26: TIME POOL (Cont.)

Section 3: Charges Against Association Time Pool:

- A. Association Time Pool charges will be drawn in increments of one (1) hour and will be charged for all hours during which a bargaining unit member is in an on-duty release for conducting Association business.
- B. A bargaining unit member shall have the right to request time off from the Association Time Pool for the purpose of conducting Association business and/or mutual interest business with the City including grievance hearings, investigations, interrogations, contract negotiations, legislative body meetings regarding the resolution of collective bargaining impasse procedures, and arbitrations.
- C. Employees, up to a maximum of two (2), shall be permitted to attend negotiations on an on-duty status. Employees on an off-duty status shall not be carried on an on-duty status for the sessions.

Section 4: Documenting Use of Association Time Pool:

- A. Charges against the Association Time Pool shall be documented by the use of an Association Time Pool authorization form to be completed for each request. At a minimum, the form will identify the name of the user, the number of hours requested, and the signatures of the Police Chief or designee and the Association President or designee.
- B. A record of all time donated and drawn against the Association Time Pool shall be kept by the Association President or designee and a detailed summary submitted on October 1, and April 1, of each fiscal year to the Manager of Employee Relations.
- C. The Association will be responsible for the accounting of the Time Pool and any shortfall will be borne by the union.

ARTICLE 27: RULES OF CONSTRUCTION

It is agreed and understood that this Agreement constitutes the whole Agreement between the parties and notwithstanding any other terms or provisions of this Collective Bargaining Agreement. It is expressly agreed that this Collective Bargaining Agreement shall not, in any of its parts, be construed by any arbitrator or court in any way, which supersedes or preempts applicable laws.

ARTICLE 28: PROVISION IN CONFLICT LAW

If this Agreement or any provision, sections, subsections, sentence, clause, phrase, or word of this Agreement is in conflict with any law, as it is finally determined by a court of competent jurisdiction which had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law or ordinance or resolution or court interpretation of law shall be null and void and subject to renegotiation. But the remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions.

ARTICLE 29: MISCELLANEOUS

Section 1:

The City and the PBA acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The City and the PBA agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement were discussed. Therefore, neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, discussed/presented at the table whether referred to herein or not, except as otherwise specifically required in this Agreement.

Section 2:

The term and conditions of this Agreement may be altered, changed, added to, deleted from, or modified on through the voluntary mutual written consent of the parties.

Section 3:

This Agreement shall supersede any ordinances, regulations, or practices of the City, promulgated and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.

Section 4:

There shall be no benefits implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof, except those benefits as herein expressly provided.

ARTICLE 30: DEFINITIONS

- A. Employee: The term "employee," when used herein after in this Agreement, shall refer to all employees represented by the Police Benevolent Association in the bargaining unit.

All reference to employees in this Agreement designates both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees.

- B. City: The City of Riviera Beach, Palm Beach County, Florida, its administrative representative(s) or agent(s).
- C. City Council: The legislative body of the City of Riviera Beach, Palm Beach County, Florida.
- D. City Manager: The City Manager of the City of Riviera Beach, Palm Beach County, Florida or designated representative.
- E. PERC: The Florida Public Employee's Relations Commission.
- F. Management: The term "management" as used in this Agreement shall refer to the City Manager, department and assistant department heads and any other persons designated by the City Manager.
- G. Public Employee's Relations Act (PERC): Florida Statutes, Chapter 447, Part 2.
- H. Doctor's Certificate: A physician's statement attending to the medical reason which rendered the employee unable to perform work or the days claimed for sick leave if it impacts the job.
- I. Administrative Leave: The period of time during which a member or employee is relieved from duty with, or without pay by the authority of the Department Head and approval of the City Manager.

ARTICLE 31: DENTAL INSURANCE

The City shall provide and pay for full cost of the regular fulltime employee's dental insurance coverage.

ARTICLE 32: HEALTH INSURANCE/LIFE INSURANCE

Section 1:

The City agrees to provide health insurance plans at the same cost depending on the individual plan for all City employees. The allowable cost of such plans to the employee will be at no greater cost than \$20.00 (twenty dollars), if the insurance increases by more than ten percent (10%) in the fiscal year 2020-2021, per pay period. Employees have the option to purchase dependent health at the employee's expense.

Section 2:

The City and Association hereby agree that employees in the unit will be provided term life insurance coverage in an amount equal to \$40,000 (forty thousand dollars). Employees will also have the option to purchase, at their expense, an amount equal or greater to the amount purchased by the City.

ARTICLE 33: PENSION

All Police Officers may retire after twenty (20) years of credited service regardless of age under normal retirement. Average final compensation shall be based upon the two (2) highest years of his/her last ten (10) years of contributing service prior to retirement, termination or death, whichever occurs first. This proposal shall become effective upon the adoption of a pension ordinance by the City Council.

The City defined benefit pension system or plan shall include a provision that allows three hundred (300) hours per year of overtime pay to be included in calculation retirement benefits. However, the defined benefit system or plan shall not include any payments for accrued unused sick leave or annual leave.

Notwithstanding paragraph one above, the City may choose to require all employees hired on or after July 1 2020, or any date thereafter, to participate in the Florida Retirement System (FRS) rather than the Riviera Beach Municipal Police Officers' Pension Trust Fund. In the event the City elects to invoke the provisions of this paragraph, it shall provide the Union notice of its decision at least thirty (30) days prior to implementation. Once the provisions of this paragraph are invoked by the City, all employees hired on or after the effective date of the City Council's authorization of FRS agreements through official action shall be compulsory participants in the FRS and shall not be eligible for participation in the Pension Plan. Further, bargaining unit members who are employed and members of the Pension Plan who are eligible to participate in FRS shall be provided an individual election ballot to join FRS but are not required to do so. The ratification of this Agreement by the bargaining unit members by affirmative majority vote shall constitute the referendum authorizing coverage under FRS should the City choose to invoke the provisions of this paragraph.

Should FRS/State of Florida reject the referendum vote contemplated by this provision, PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. and THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. shall take all necessary measures to achieve a positive result acceptable to the FRS/State of Florida within forty-five (45) days or the wage schedule set forth in ARTICLE 24, WAGES, shall be delayed by the same time period of the delay until the FRS/State of Florida accepts a finalized positive referendum vote.

ARTICLE 34: DRUG TESTING

I. PURPOSE: The purpose of this directive is to provide procedural guidelines for random drug testing.

II. DISCUSSION: The Riviera Beach Police Department recognizes that alcohol and drug abuse are pervasive in our society. The department acknowledges that the workplace is not exempt from the use of abuse of such substances. Alcohol and drug abuse are seen as harmful and a threat to department employees and the service population. Moreover, the illegal use of controlled drugs is a criminal act that directly threatens the integrity and value of the department. The department intends to reduce or deter this harm by adopting and maintaining a drug-free workplace policy and program, as established under the guidelines of the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455.

III. SCOPE: To all sworn officers of the Riviera Beach Police Department, to include the present authorized sworn positions.

IV. DEFINITIONS:

A. Drug: Alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

B. Drug Test: Any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

C. Except, where the context otherwise requires, all other definitions used in the Drug-Free Workplace Act, Florida Statutes, Chapter 112.0455, are applicable.

ARTICLE 34: DRUG TESTING (Cont.)

V. POLICY:

A. It is the policy of this department to hire and continue to employ those who are free from the use of illegal drugs and abuse of alcohol, either on or off duty. The illegal possession, use, sales, and distribution of controlled substance, on or off duty by any employee, are not tolerated.

B. Any sworn employees of the Riviera Beach Police Department must, at random, submit to a chemical drug test, selected by the use of computer, coordinated by the Risk Manager.

C. The procedures to implement this policy seek to balance employee privacy with the department's legal responsibility and right to establish and maintain a safe and drug-free work environment. While the department's intentions are to deter and prevent substance abuse and the use of illegal drugs, the department will, where possible and appropriate, provide to employees the means to obtain information about the treatment for alcohol and drug dependency.

D. Any employee determined to be in violation of this policy is subject to disciplinary action, up to and including termination, even for the first offense.

E. In order to more effectively identify and eliminate illegal drug use and substance abuse, and to ensure an employee's fitness for duty as a condition of continued employment, the following additional drug tests may be administered:

1. Reasonable Suspicion Testing – Any sworn employee of the Riviera Beach Police Department must submit to Reasonable Suspicion Testing, as defined in the Florida Drug-Free Work Place Act, Florida Statutes 112.0455 (5) (j) when: (1) a superior officer has a reasonable suspicion, based on objective factors, that the employee, while on or off-duty, is under the influence of, has possession of, or is using, dispersing, any illegal drug or controlled substance not prescribed by a licensed physician; or (2) a superior officer has a reasonable suspicion, based on objective factors, that the employee is under the influence of alcohol while on duty.

ARTICLE 34: DRUG TESTING (Cont.)

Reasonable suspicion drug testing shall not be required except upon the recommendation of a superior officer and a superior officer who is, at least, one level of supervision higher than the immediate superior officer of the employee in question.

1. Routine Fitness - for Duty Testing - The department may require any sworn employee to submit to a drug test, if the test is conducted as part of a routinely-scheduled employee "Fitness for Duty" medical examination, that is part of the department's physical fitness program, or that is scheduled routinely for all sworn employees.

VI. THE ORDER:

A computer program will be constructed based upon social security or officer identification numbers of all sworn employees. A number will be selected for the quantity of drug screens to be performed. The computer program will randomly select an equal quantity of identification numbers. These numbers will then be placed back into the active pool of identification numbers in the program.

VII. METHODOLOGY:

A. The random drug screening program shall be administered by a laboratory that is licensed and approved by the Department of Health and Rehabilitative Services, using criteria established by the National Institute on Drug Abuse.

B. All testing will be done during the hours of 8:00 a. m. to 5:00 p. m., Monday through Friday, at the approved lab. If identification number(s) are selected and the officer(s) are not on duty, then that number will be returned to the pool and another identification number will be selected that corresponds with the days and hours of testing.

C. The Police Department's random drug screening program shall test for alcohol and the following controlled substances:

Amphetamines
Barbituates
Benzodiazepines
Cocaine
Cannabinoids
Methaqualone

ARTICLE 34: DRUG TESTING (Cont.)

Opiates
Phencyclidine (PCP)
Alcohol (BLOOD)
Steroids

The following guidelines have been established in conjunction with standards developed by the U.S. Department of Health and Human Services.

VIII. PROVIDER QUALIFICATIONS:

A. The provider must have a qualified individual to assume professional, organizational, educational, and administrative responsibilities for the laboratory's urine drug testing facility. This individual shall be engaged in and responsible for the day-to-day management of the drug-testing laboratory.

Certification as a laboratory director by the State forensic or clinical laboratory toxicology; or a Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, and pharmacology or toxicology; or training and experience comparable to a Ph.D. in one of the natural sciences, such as medical or scientific degree with additional training and laboratory/research experience in the biology, chemistry, and pharmacology or toxicology; and

Experience in analytical forensic toxicology, including experience with analysis of biological material for drugs of abuse and training and/or experience in forensic application of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology, of drugs of abuse of other factors which qualify the individual as an expert witness in forensic toxicology.

B. The provider must have a qualified individual to review the standards, control specimens, and quality control data together with the screening and confirmation test results; a licensed technologist supervisor and licensed technicians (all licensed by the State of Florida). A phlebotomist must be available to draw blood specimens.

C. All tests shall be conducted in a licensed facility, operated by the provider or at such facility subsequently agreed to by the City and the provider. Laboratory

ARTICLE 34 DRUG TESTING (Cont.)

facility must be currently licensed by the Florida Department of Health and Rehabilitative Services, (HRS) or HRS/NIDA Ref: Rules IOE- 18.006 Fla. - Admin. Weekly, Vol. 17, No. 22, May 31, 1991, or successor entities or regulations. Initial Screen GCMS must be performed at the same facility.

Federal and State Inspections:

Volumetric pipettes and measuring services shall be certified for accuracy or be checked by gravimetric, calorimetric, or other verification procedure. Automatic pipettes and dilutors shall be checked for accuracy and reproducibility before being placed in service and checked periodically, thereafter.

There shall be written procedures for instrument setup and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks and instructions for major troubleshooting and repair. Records shall be available on preventive maintenance.

There shall be written procedures for the actions to be taken when systems are out of acceptable limits or errors are detected. There shall be documentation that these procedures are followed and that all necessary corrective action is taken. There shall also be in place systems to verify all stages of testing and reporting and documentation that these procedures are followed.

D. The provider's facility must have a quality assurance program which encompasses all aspects of the testing process: specimen acquisition, chain of custody security and reporting results, in addition to the screening and confirmation of analytical procedures. Quality control procedures will be designed, implemented, and reviewed to monitor the conduct of each step of the process. The provider's facility must meet or exceed standards established by the Department of Health and Human Services.

E. The provider must have experience in handling toxicology specimens (both urine and blood) and provide a well-documented chain of custody for all tests.

F. The provider must have a procedure manual which includes the principle of each test, preparation of reagents, derivation of result, linearity of methods, sensitivity of the methods,

ARTICLE 34: DRUG TESTING (Cont.)

cut-off values, mechanisms for reporting results, remedial actions to be taken when the test systems are outside of acceptable limits, reagents and procedures and dates on which they are in effect shall be maintained as part of the manual.

G. The provider shall maintain documentation of all aspects of the testing process. The required documentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports, performance records on performance testing performed on certification inspections; and hard copies of computer-generated data. The provider shall not dispose of any such records or documents without receiving written consent from the City.

H. The provider shall designate a program manager who will be responsible for program coordination and to provide a single point interface between the purchaser and the provider on all matters concerning the contract.

IX. SPECIMEN COLLECTION PROCEDURES:

A. Chain of Custody: A chain of custody standardized form shall be properly executed by any authorized collection site personnel upon receipt of specimen. Handling and transportation of urine and/or blood specimen from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimen.

B. Integrity and Identity of Specimen: The laboratory shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure, and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimen is obtained and correctly identified:

1. When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual's identity cannot be established, the collection site person shall not proceed with the collection.

ARTICLE 34:DRUG TESTING (Cont.)

2. The individual shall be instructed to wash and dry his or her hands prior to urination.
3. After washing hands, the individual shall remain in the presence (to maintain control), of the collection site person and shall not have any access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
4. The collection site person shall instruct the individual not to flush the toilet until the specimen has been given to the collection site person.
5. The individual shall be given a wrapped, sterilized container for the collection of urine to be tested.
6. The individual may provide their specimen in the privacy of a stall or otherwise partitioned area that allows for privacy. Fed. Reg. Vol. 53, No. 224, pg. 47007. Temperature, measurement (p.h. observation and specific gravity) are done to insure against adulteration of the sample and obviate the need for direct observation.
7. Collection site person shall note any unusual behavior and record it in the log.
8. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 50 milliliters of urine. If there are fewer than 50 milliliters of urine in the container, additional urine shall be collected in a separate container to reach a total of 50 milliliters. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 50 milliliters of urine or if the individual fails to appear at the collection site at the assigned time, the collection site person shall notify the Risk Manager.
9. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.
10. Immediately after the specimen is collected, the collection site person, in the presence of the individual, shall inspect the specimen to determine its color and look for any signs of contaminants.
11. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
12. Both the individual being tested, and the collection site person shall keep the specimen in view at all times prior to it being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper- proof seal around the bottle.

ARTICLE 34: DRUG TESTING (Cont.)

13. The collection site person shall place securely on the bottle an identification label which contains the date, the individual's specimen no., and any other identifying information.

14. The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.

15. The collection site person shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.

16. The individual shall be asked to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him or her is, in fact, that specimen that he or she provided.

17. Both the individual being tested, and the collection site person shall keep the specimen in the view at all times prior to sealing (Fed. Reg. Vol. 53, No. 244, pg. 47008).

18. While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the collection site person. If the involved collection site person leaves his or her workstation momentarily, the specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the workstation, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen must be secured before he or she leaves the site.

ARTICLE 34:DRUG TESTING (Cont.)

NOTE: With regard to blood specimen, the collection site person and the individual shall be present at the same time during procedures outlined in paragraphs 6 and 18.

3 LABORATORY ANALYSIS PROCEDURES:

- A. Security and Chain of Custody:** The drug testing laboratory shall be secured at all times. Sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimen or gain access to the laboratory processes or to areas where records are stored, must be in place. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented.
- Laboratories shall use chain of custody procedures to maintain control and accountability of specimen from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimen. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain of command shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are received.
- B. Receiving:** Specimen bottles will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

ARTICLE 34: DRUG TESTING (Cont.)

- Short-Term Refrigerated Storage: In the event a specimen does not receive an initial test on the day of receipt, it shall be placed in a secure refrigeration unit. The temperature shall not exceed six (6) degrees Celsius. Emergency power equipment shall be available in case of prolonged power failure.
- Specimen Processing: Quality control consistent NIDA and HRS/NIDA certifications. (Fed. Register Vol. 153, No. 224, pgs. 47011-4470120, or the successor regulations.)

C.Initial Test: The initial test shall be performed using an immunoassay method as agreed upon between the provider and the City. The following initial cutoff shall be utilized when screening specimens:

Screening Cut-off Level	Gas Chromatography Mass Spectrometry Confirmation	
Drug (NG/ML)	NG/ML	
Amphetamines	1000	500
Cannabinoids (THC)	100	15
Cocaine 300	150)	NIDA CUTOFF
Opiates 300	300)	LEVELS
Phencyclidine (PCP)	25	25
Barbiturates 300	200	
Benzodiazepines	300	300
Methaqualone 300	300	
Alcohol (BLOOD)	0.04 Grams%	

NOTE: These cutoff levels are subject to revision. The laboratory must be able to document its performance at a specified cut-off level by the use of quality control, both open and blind. If a positive initial test result is consistent with prescribed or over-the-counter medication listed by an employee of the City of Riviera Beach and/or Consulab Consent Form, then that information should be specified on the toxicology report.

ARTICLE 34: DRUG TESTING (Cont.)

D.Confirmatory Test: All specimens identified as positive on the initial test for current employees shall be confirmed using Gas Chromatography Mass Spectrometry (GCMS) or a better testing method as agreed between the provider and the City. All confirmations for cannabinoids and cocaine metabolites shall be by quantitative analysis. For all other drugs, the confirmatory test shall detect the confirmed presence of a substance.

E.Blood Alcohol Screening: Blood Alcohol Screening shall be done upon request. Chain of Custody requirements will be the same as for urine specimen. (Breathalyzer)

All blood alcohol results shall be reported as grams/percent. Confirmation testing of blood specimen shall be performed utilizing enzymatic methods of quantitative alcohol measurement approved by the Florida State Department of Health and Rehabilitative Services (HRS) and/or agreed upon by the City.

F.Testimony: Personnel involved in the administration of drug screens as required by the City of Riviera Beach or court must testify on behalf of the City in case of a Civil Service hearing lawsuit, or similar proceedings, relative to testing procedures and/or chain of custody. Qualified laboratory personnel must also be available to meet with City representatives to discuss testimony related to the aforementioned proceedings.

G.Time Requirements: During Police Random screens, initial screen must be completed within 24 to 48 hours. All initial screens testing positive must be confirmed by GCMS. NO POSITIVE INITIAL SCREEN RESULTS WILL BE ISSUED.

H.Storage of Specimen: The lab shall store positive specimen for a minimum of two (2) years, longer upon request, or if involved in litigation; negative specimens must be stored for a minimum of ninety (90) days.

ARTICLE 34: DRUG TESTING (Cont.)

I. Reporting Results: Results must be available within 24 to 48 hours of test. Written test results shall be delivered by email to the City, Sunday through Saturday. Verbal results will be released only to authorized persons and may require re-initiation of a phone call. Secured fax machines only if facsimile is stipulated. An employee who refuses to submit to or refuses to allow the City to receive results of a drug test shall be terminated.

Negative results on the confirmatory test shall be reported as negative. Only specimens confirmed positive shall be reported for a specific drug.

A quarterly statistical summary of drug testing shall be provided to the department's Risk Manager. The summary shall contain the following information:

1. Initial Testing:

Number of specimens received:

Number of specimens reported out:

Number of specimens screened positive for: Amphetamines

Barbiturates

Benzodiazepines

Cocaine Metabolites

Cannaboids

Methaqualone Opiates

Phencyclidine (PCP)

J. Special requirements for random drug testing (sworn personnel - Police Department).

1. Must be able to test up to twenty (20) officers quarterly, Monday through Friday, and be able to schedule collection site personnel by 8:00 a.m.
2. Must offer the choices of either blood or urine to be used as a sample given for the test.
3. All containers must be sterilized and individually packaged.

ARTICLE 34: DRUG TESTING (Cont.)

4. Must keep a portion of the sample received in the event a second test has to be performed. Initial sample divided into two (2) separate containers. Second half of initial sample to be used only when employees who tested positive do not elect to provide any additional sample.
5. Sample will be tested and reported within 24 to 48 hours on an initial negative test and within 72 hours for a positive, confirmed positive test (GCMS confirmation).
6. Must test all samples using an initial screening test and confirming all positive using the Gas Chromatography Mass Spectrometry (GCMS) or better testing.
7. During 180-day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted by the employer to have a portion of the original specimen retested at the employee's expense. Such retesting shall be done at another HRS/NIDA licensed laboratory chosen by the employee or job applicant. Second laboratory must test at equal or greater sensitivity and first laboratory is responsible for transfer integrity of sample. (Division of Worker's Comp. Rule 38F, pg. 13).
8. All samples which test positive will be kept under chain of custody condition until all administrative or judicial proceedings are over.
9. Chain of custody must be approved by the following means:
 - a. Witness' signature serves to verify that employee/applicant and collection site person and sample were in view at all times.
 - b. Person witnessing via signature on COC form is attesting to this.
 - c. Following prescribed chain of custody procedures outlined in the Federal Register and are part of a documentation package.
 - d. Same as "C".
 - e. Be able to document who received sample, and what happened to it.
 - f. Be able to document who retested sample, and how the technician received the sample.
 - g. Be able to prove samples kept in a secure location.
 - h. Be able to prove that the test results are of the sample in question.

ARTICLE 35: EMPLOYEES UNABLE TO PERFORM JOB DUTIES
FOLLOWING ON-THE-JOB OR OFF-THE-JOB INJURY/JOB RELATED OR
NON-JOB-RELATED ILLNESS OR DISABILITY

Section 1:

Following an on-the-job or off-the-job injury, job-related or non-job-related illness, or job-related or non-job-related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without a reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physicians and verified by the Chief of Police. The Chief of Police has the right to seek the medical opinion of a physician of the City's choosing. Should the employee's physician(s) state that in his medical opinion, within a medical degree of probability, the employee will be able to return to work, the employee shall have up to an additional twelve (12) months to return to work. However, in the event the employee has a medical opinion that the employee should be able to return to work, the City has a right to have the employee evaluated by a doctor of its choice. If the City's doctor renders a different opinion, the employee shall be evaluated by a doctor agreed to by both parties. In order for the employee to obtain up to twelve (12) months extension of the time to return to work, the agreed physician's opinion shall support the medical opinion that within a medical degree of probability, the employee will be able to return to work and the agreed upon physician's opinion shall be final.

Section 2:

If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job or off-the-job injury, job-related or non-job-related illness, or job-related or non-job-related disability, or unless extended for medical reason set forth in Section 1, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

Section 3:

If an employee returns to work within the twelve (12) month period, or unless extended for medical reason set forth in Section 1, and has a subsequent recurrence of the same on-the-job injury, job-related illness, or job-related disability, the total combined lost time from work for any on-the-job or off-the-job injury, job-related or non-job-related illness, or job-related or non-job-related disability may not exceed fourteen (14) months in the most recent twenty-four (24) month period or if extended by medical reason set forth in Section 1. The total combined lost time from work may

**ARTICLE 35: EMPLOYEES UNABLE TO PERFORM JOB DUTIES
FOLLOWING ON-THE-JOB OR OFF-THE-JOB INJURY/JOB RELATED OR
NON-JOB-RELATED ILLNESS OR DISABILITY (Cont.)**

not exceed twenty-six (26) months in the recent thirty-six (36) month period.

Section 4:

On the first full day and remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

Section 5:

Off-the-Job Related Injury or Illness: If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following the off-the-job injury or illness, the employee will be recommended for termination.

Employees who are temporarily unable to perform the essential function of their position due to a medical condition or off-the-job injury 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 at the discretion of the Department Director or designee in collaboration with the Division of Risk Management.

Nothing contained within this section will create any contractual term or condition of employment whatsoever or is binding by the Department Director.

No decisions made concerning a temporary assignment will be cause for any appeal by an employee under the Collective Bargaining Agreement.

ARTICLE 36: EDUCATION INCENTIVE

Upon ratification of this Article, all bargaining unit members who have attained a Bachelor Degree or above from an accredited college or university in Police Science, Police Administration, Law Enforcement, Psychology, Sociology, Public Administration or Business Administration, will advance each contract year on the wage scale described in Article 25, Wages, Appendix 1, Step Plan. Recognizing the benefit that other degrees may have to the Rivera Beach Police Department, the Chief of Police may advance on the wage scale bargaining members who obtain other degrees. The Chief of Police must submit a list of "other degree" to the Human Resources Department for approval. The Chief of Police's "other degree" decision shall be final and not grievable.

All bargaining unit members, who take approved courses, which are approved prior to enrollment in the course(s) related to obtaining an Associate Degree or Bachelor Degree or above from an accredited college or university in Police Science, Police Administration, Law Enforcement, Psychology, Sociology, Public Administration or Business Administration is entitled to an advance of funds to cover the cost of tuition, books, and fees, excluding parking at the beginning of academic semester.

The Chief of Police may approve a course of study for "other degrees" for an advance of funds to cover tuition, books, and fees, excluding parking at the beginning of academic semester. Upon submission of the proper documentation and papers, acceptable to the Chief of Police and the Human Resource Department, as described in the HR policy implementing this article, the City will pay the course cost to an approved education institution by the City. All advances shall be based upon current state community college or state university tuition rate and fees.

Time spent in classes or other study shall not be considered to be time worked for overtime or other pay purposes except for time spent in classes for City assigned training.

The bargaining member is not permitted to offset the City advances against other funds the bargaining member receives under other education subsidy programs such as the G.I. Bill, Veteran's Employees Administration, or other similar programs utilizing state, federal and/or private funds. (The City's advances are last dollar contributions to the members educational pursuits.)

At the end of each semester, the bargaining unit member must submit to the Chief of Police and the Human Resource Department, a certified official transcript, within 30 days of the end of the semester, from the approved education institution demonstrating that the member completed the course(s) and achieve a grade of "C" or "Passing" in the undergraduate programs, or a "B" in the graduate programs, as described above.

If the bargaining unit member, upon completion of the course(s), fails to achieve a grade of "C" or "Passing" in the undergraduate programs, or a "B" in a graduate programs, as described above, the City shall deduct the advanced funds from the bargaining unit member's pay on the next paycheck in full unless an installment arrangement, approved by the Chief of Police, Human Relations Department, and the Finance Director, is implemented.

ARTICLE 36: EDUCATION INCENTIVE (Cont.)

If the Human Resources Department determines that a member's academic performance is not likely to lead to the completion of the degree requirement, the City will cease the education incentive. The approval/denial of any course of study or payroll deduction for advanced funds, shall not be a grievable matter by the employee or the Union.

Employees, who obtain a BA degree or above, will move from Scale A to Scale B on April 1 or October 1, whichever is closer to the date the BA degree or above is obtained on the first payroll cycle after the obtainment-date.

Course selection or the pursuit of a degree, as described above, shall be regarded by the City and employee as voluntary, and must not in any way interfere with the employee's regularly scheduled hours of employment.

Any member attending a school under the provisions above, prior to enrollment in the college shall sign a statement containing the advance repay terms. The advance repay provisions shall not apply to the Basic Law Enforcement Training course or to other short-term training courses which the employee is required by the Police Department to attend or the employee voluntarily chooses to attend such courses.

Subsequent to the receipt of City's advancement of fund for any approved course as specified above, the employee shall remain in the full-time employ of the City for a minimum period of two (2) years from the date of the advancement of funds, otherwise the member is obligated to pay back the advanced funds to the City. In the event the member leaves the City for any reason, the City is authorized and shall deduct said amount from any sums due to the employee upon termination of his/her employment. The deductions are not a grievable matter.

Upon ratification of this Article, all bargaining unit members who have attained a Bachelor Degree or above from an accredited college or university in Police Science, Police Administration, Law Enforcement, Psychology, Sociology, Public Administration or Business Administration, will advance on the wage scale described in Article 25, Wages, Appendix 1, Step Plan. Recognizing the benefit that other degrees may have to the Rivera Beach Police Department, the Chief of Police may advance on the wage scale bargaining members who obtain other degrees. The Chief of Police must submit a list of "other degree" to the Human Resources Department for approval. The Chief of Police's "other degree" decision shall be final and not grievable.

All bargaining unit members, who take approved courses, which are approved prior to enrollment in the course(s) related to obtaining an Associate Degree or Bachelor Degree or above from an accredited college or university in ~~in~~ Police Science, Police Administration, Law Enforcement, Psychology, Sociology, Public Administration or Business Administration is entitle to an advance of funds to cover the cost of tuition, books, and fees, excluding parking at the beginning of academic semester.

ARTICLE 36: EDUCATION INCENTIVE (Cont.)

The Chief of Police may approve a course of study for "other degrees" for an advance of funds to cover tuition, books, and fees, excluding parking at the beginning of academic semester.

Upon submission of the proper documentation and papers, acceptable to the Chief of Police and the Human Resource Department, as described in the HR policy implementing this article, the City will pay the course cost to an approved education institution by the City. All advances shall be based upon current state community college or state university tuition rate and fees.

Time spent in classes or other study shall not be considered to be time worked for overtime or other pay purposes except for time spent in classes for City assigned training.

The bargaining member is not permitted to offset the City advances against other funds the bargaining member receives under other education subsidy programs such as the G.I. Bill, Veteran's Employees Administration, or other similar programs utilizing state, federal and/or private funds. (The City's advances are last dollar contributions to the members educational pursuits.)

At the end of each semester, the bargaining unit member must submit to the Chief of Police and the Human Resource Department, a certified official transcript, within 30 days of the end of the semester, from the approved education institution demonstrating that the member completed the course(s) and achieve a grade of "C" or "Passing" in the undergraduate programs, or a "B" in the graduate programs, as described above.

If the bargaining unit member, upon completion of the course(s), fails to achieve a grade of "C" or "Passing" in the undergraduate programs, or a "B" in a graduate program, as described above, the City shall deduct the advanced funds from the bargaining unit member's pay on the next paycheck in full unless an installment arrangement, approved by the Chief of Police, Human Resources Department, and the Finance Director, is implemented.

If the Human Resources Department determines that a member's academic performance is not likely to lead to the completion of the degree requirement, the City will cease the education incentive. The approval/denial of any course of study or payroll deduction for advanced funds, shall not be a grievable matter by the employee or the Union.

Employees, who obtain a BA degree or above, will move from Scale A to Scale B on April 1 or October 1, whichever is closer to the date the BA degree or above is obtained on the first payroll cycle after the obtainment-date.

Course selection or the pursuit of a degree, as described above, shall be regarded by the City and employee as voluntary, and must not in any way interfere with the employee's regularly scheduled hours of employment.

ARTICLE 36: EDUCATION INCENTIVE (Cont.)

Any member attending a school under the provisions above, prior to enrollment in the college shall sign a statement containing the advance repay terms. The advance repay provisions shall not apply to the Basic Law Enforcement Training course or to other short-term training courses which the employee is required by the Police Department to attend or the employee voluntarily chooses to attend such courses.

Subsequent to the receipt of City's advancement of fund for any approved course as specified above, the employee shall remain in the full-time employ of the City for a minimum period of two (2) years from the date of the advancement of funds, otherwise the member is obligated to pay back the advanced funds to the City. In the event the member leaves the City for any reason, the City is authorized and shall deduct said amount from any sums due to the employee upon termination of his/her employment. The deductions are not a grievable matter.

APPENDIX 1: SALARY SCHEDULE

OFFICERS	A A OR LESS	B B OR BETTER
1	58,200.00	64,020.00
2	60,237.00	66,260.70
3	62,345.30	68,579.82
4	64,527.38	70,980.12
5	66,785.84	73,464.42
6	69,123.34	76,035.68
7	71,542.66	78,696.93
8	75,119.80	82,631.78
9	78,875.78	86,763.36
10	82,819.57	91,101.53

AA or less remains on Scale A plus one step

BA or Better goes to Scale B plus one step

19 police officers, who were hired before October 1, 2007,

go to Scale B at their current step if they have an AA or Less

19 police officers, who were hired before October 1, 2007,

go to Scale B one step above their current step if they have a BA or better

Any police officer in step 7 on the old contract without a

BA or above move to step 8 on Scale A

SERGEANTS	A A OR LESS	B B OR BETTER
1	81,866.25	90,052.88
2	84,731.57	93,204.73
3	87,697.18	96,466.90
4	90,766.58	99,843.24
5	95,304.91	104,835.40
6	100,070.16	110,077.18
7	105,073.67	115,581.03

AA or less remains on Scale A plus one step

BA or better goes to Scale B plus one step

Sergeants, who are currently "top out," will move to

step 7 on Scale A

Sergeants, who are currently "top out" with a BA or above,

will move to step 7 on Scale B

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the 5/20 day of 2020.

FOR THE CITY:

Jonathan E. Evans
City Manager

Claudene L. Anthony, CMC
City Clerk

FOR THE PBA:

John Kazanjian
Palm Beach County PBA

Rick E. King III
Legal Counsel

WITNESS:

Jack L. McLean Jr.
Labor Attorney

Ronnie L. Felder
Mayor