

COLLECTIVE BARGAINING AGREEMENT BETWEEN
TOWN OF LAKE CLARKE SHORES
AND
PALM BEACH COUNTY POLICE BENEVOLENT
ASSOCIATION

October 1, 2019 - September 30, 2022

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ARTICLE 1 PREAMBLE

THIS AGREEMENT is entered into by and between the TOWN OF LAKE CLARKE SHORES, FLORIDA, located within the County of Palm Beach, State of Florida (hereinafter referred to as the "Town"), and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the "PBA" or the "Association"), as the sole and exclusive bargaining representative of the employees within the certified bargaining units.

It is the purpose of this agreement to promote and maintain harmonious relations between the Town and the employees within the certified bargaining units; to provide for equitable and peaceful means of resolving grievances which may arise; and to establish fair wages, hours, terms and conditions of employment.

ARTICLE 2 RECOGNITION

Section 1.

The Town recognizes the PBA as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission, Certification 1843, with respect to the working conditions, rates of pay and other conditions of employment for those employees of the Police Department working within the certified unit, to-wit;

INCLUDED:

All sworn law enforcement officers of the Town of Lake Clarke Shores police department in the following classification: police officer and sergeant.

EXCLUDED:

All other employees of the Town of Lake Clarke Shores, excluding specifically the chief of police, lieutenant, any code enforcement officer formally designated by the town pursuant to sections 2-141 and 2-143 of the Town's code of ordinances, and all part-time and reserve law enforcement officers.

Section 2.

The Town shall provide written notice and an opportunity to bargain with respect to the working conditions, rates of pay, and other conditions of employment for those within the aforesaid certified unit, as required by law to:

John Kazanjian, President

Palm Beach County Police Benevolent Association

2100 N. Florida Mango Road

West Palm Beach, Florida 33409

ARTICLE 3 NON-DISCRIMINATION

Section 1.

No bargaining unit member covered by this Agreement will be discriminated against by the Town because of membership in the PBA, or authorized activity as required in this Agreement on behalf of the PBA.

Section 2.

Both the Town and the PBA oppose discrimination on the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status or religion. The Parties recognize that the Town has established an internal procedure to investigate and resolve cases of alleged discrimination which is in addition to existing and adequate procedures established by Palm Beach County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination under this Article cannot be processed through the contractual grievance/arbitration procedure but shall only be subject to the method(s) prescribed under applicable federal, state, or local law.

ARTICLE 4 DUES DEDUCTION

The Town agrees to deduct the PBA dues of employees who individually and voluntarily certify, in writing, that they authorize such deductions in accordance with Section 447.303, Florida Statutes.

It shall be the responsibility of the PBA to notify the Town Administrator or the Manager's designee, in writing, of any change in the amount of dues to be deducted at least thirty (30) days in advance of any such change.

The PBA will indemnify, defend and hold the Town harmless against any and all claims suits, orders, and judgments initiated and issued against the Town as a result of any action taken or not taken by the Town under the provisions of this article. The Union further agrees to pay those reasonable expenses of the Town (including, but not limited to, reasonable attorney's fees and costs) in defending against such suits under the provisions of this article.

ARTICLE 5 MANAGEMENT RIGHTS

It is the right of the Town to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Town to direct its employees, to take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. Unless expressly abridged by specific language of a provision of this Agreement, management retains and reserves unto itself all of its rights and privileges which it possessed at any time under law.

Management officials of the Town retain all rights, in accordance with applicable laws, including but not limited to the following:

- a. To manage and direct the employees of the Town.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- c. To suspend, demote, discharge or take other disciplinary action against employees for proper cause.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To maintain the efficiency of the operations of the Town and to set standards of police service to be offered to the public.
- 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 Town government.
- h. To determine the number of employees to be employed by the Town.
- i. To determine and implement the types and grades of positions of employees assigned to an organizational unit, department or project.
- j. To determine and implement effective internal security practices.
- k. To promulgate reasonable departmental rules and regulations not in conflict with the provisions of this Agreement.

The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted. If, in the sole discretion of the Town, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or exigencies, the provisions of this Agreement may be suspended by the Town during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.

Nothing in this Agreement constitutes or shall be deemed or interpreted as a waiver or limitation of employer/management rights as provided in section 447.209, Florida Statutes.

ARTICLE 6 PBA REPRESENTATION/UNION BUSINESS

Section 1.

The Town shall recognize one (1) member of the bargaining unit as an authorized PBA representative. The PBA shall be permitted to designate one (1) additional PBA representative as an alternate.

Section 2.

The PBA shall furnish the Police Chief with a written designation of its authorized representative and alternate within ten (10) days of the date on which this Agreement is fully ratified and shall thereafter notify the Police Chief of any change in its authorized representative or alternate within ten (10) days of the date on which such change occurs.

Section 3.

The Town agrees to establish a PBA time pool bank to be used for PBA representatives to conduct Union business, as defined in this Article. PBA members covered by this Agreement shall donate two (2) hours of vacation or compensatory leave time each year to the PBA time pool bank. Said deduction shall be made during the first week of January from each member's vacation time or, if then accrued, compensatory time, based upon a written directive from the member. All unused donated time will be carried over from year to year, but the total unused, banked time shall never exceed 168 hours. Leave Time contributed to the bank shall be paid out when used on a dollar for dollar basis at the rate of pay of the Union representative(s).

Charges against the PBA time pool under this Article shall be used for PBA advocacy regarding contract administration or negotiations, including grievances, collective bargaining or other concerns regarding wages, hours and terms and conditions of employment at the Town level and to attend PBA Board meetings and PBA training programs. Charges against the PBA time pool shall be documented by the use of a Leave Approval Form (vacation request form) to be completed for each separate request. The form shall have the approval signatures of the Chief of Police or his designee, and the Association President or his designee. The Chief of Police or his designee may approve or deny use of this leave based upon the operational needs of the Department, and proposed reason for leave. No PBA member covered by the Agreement shall donate greater than six (6) hours of leave time pursuant to this Agreement. The above form must be submitted to the Chief or his designee a minimum of seventy-two (72) hours prior to the time the employee is requesting to use the time pool bank. Submission made with less than seventy-two (72) hours' notice may be granted at the discretion of the Chief or his designee. In emergency situations the approval of time pool use may be obtained through the appropriate supervisor. Time

spent by any employee that is compensated by use of the PBA time pool is not "hours worked" for the Town for purposes of calculating overtime under the Fair Labor Standards Act.

ARTICLE 7 NO SOLICITATION AND USE OF BULLETIN BOARDS

Section 1.

The PBA agrees that there shall be no solicitation of Town employees for membership in the PBA, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other solicitation activity of the PBA during the working hours of any Town employee who is involved in the solicitation; provided, however, that this Section shall not be construed to prohibit communication of official PBA business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the bargaining unit member's meal period. PBA representatives will be afforded ten (10) minutes twice a month to address line-ups, if any. This will also not preclude a member on duty from discussing a matter which arises on that shift with a representative for the PBA. Employees, or PBA representatives or any persons acting on their behalf are hereby prohibited from distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's meal break or in such areas not specifically devoted to the performance of the employee's official duties.

Section 2.

The Town, together with the PBA, shall determine the location and type of bulletin boards that may be used by the PBA at the Town facilities. The PBA may use the bulletin boards only for the purpose of posting official PBA business notices and related information. No item shall be placed on any PBA bulletin board without being initialed by the PBA President or designee and reviewed by the Town Manager or designee. All costs incidental to preparing and posting of PBA material will be borne by the PBA.