

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF HIGHLAND BEACH



AND

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.



LAW ENFORCEMENT AGREEMENT

OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

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**ARTICLE 1
PREAMBLE**

THIS AGREEMENT is entered into by and between the TOWN OF HIGHLAND BEACH, FLORIDA, located within the County of Palm Beach, State of Florida (hereinafter referred to as "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 unit.

It is the purpose of this Agreement to promote and maintain harmonious relations between the Town and the employees within the certified bargaining unit; 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 #1920, with respect to the working conditions, rates of pay and other conditions of employment for those employees of the Town working within the certified unit, to-wit;

INCLUDED:

All employees of the Town of Highland Beach in the following classifications: police officer and police sergeant.

EXCLUDED:

All other appointees or employees of the Town of Highland Beach and excluding specifically the following classifications: chief of police, lieutenant, and all other Town employees.

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, Inc.
2100 N. Florida Mango Road
West Palm Beach, Florida
33409

**ARTICLE 3
NON-DISCRIMINATION**

Section 1.

No employee 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 in the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status, familial status, pregnancy, sexual orientation, or religion. However, the Parties also recognize that the Town has established an internal procedure to investigate and resolve alleged cases of 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 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**

Section 1.

Upon receipt of a lawfully executed written authorization from a bargaining unit member, the Town 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 Town, in writing, thirty (30) days prior to any change in the regular PBA dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for association dues.

Section 2.

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the Town 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 8-1/2" wide and 5-1/2" tall in dimension. The information entered on the forms, with the exception of the member's signature, must be either typed or legibly printed. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the Town of Highland Beach 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: _____
Town ID Number: _____ Social Security Number: _____ Signature: _____
Address: _____

INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the Town of Highland Beach to stop deducting from my wages each pay period the current regular pay period PBA dues of the Palm Beach County Police Benevolent Association. A copy of this revocation has been forwarded to the treasurer of the PBA.

Date: _____ Name: _____
Town ID Number: _____ Social Security Number: _____ Signature: _____
Address: _____

The PBA will indemnify, defend and hold the Town harmless against those claims made and suits initiated against the Town that are specifically and narrowly related to only any check-off of Union dues. The Union further agrees to pay those reasonable expenses of the Town (including, but not limited to, reasonable attorneys' fees and costs) in defending against such suits on this specific item only.

**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 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 number, types and grades of positions of employees assigned to an organizational unit, department or project.

j. To determine and implement effect internal security practices.

k. To require employees to be in a physical and mental condition that allows them to effectively perform their normal duties.

l. 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 Manager, it is declared that a Civil Emergency Conditions exists, including, but not limited to riots, civil disorders, hurricane conditions, public health emergencies, epidemics, pandemics, 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.

**ARTICLE 6
PBA REPRESENTATION/UNION BUSINESS**

Section 1.

The Town recognizes the right of the PBA to designate PBA representatives as it deems appropriate. 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. 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 2.

The Town agrees to establish a PBA time pool bank to be used for PBA representatives and/or bargaining unit members to conduct union business, as defined in this Article.

Section 3.

PBA members covered by this Agreement shall donate three (3) hours of vacation or compensatory time, at the member's option, each year to the PBA time pool bank. The initial deduction shall be made from each member's vacation leave or comp time during the first pay period in the month after ratification of this Agreement. In subsequent years, said deduction

shall be made from each member's vacation or comp time during the first week in October. All unused donated time will be carried over from year to year.

Section 4.

Leave time contributed to the bank shall be paid out when used on an hour for hour basis at the rate of the union representatives who use the leave at their hourly rates.

Section 5.

The PBA authorizes the Town's Payroll to automatically deduct, from the union time pool, the number of regularly scheduled hours in each pay period, unless notified of an exception by the Union.

Section 6.

Association officials and/or members, no more than two (2), shall be granted reasonable time during working hours, without loss of pay, and without use of the time pool bank to negotiate with the representatives of the Town.

Reasonable time shall be granted for the processing of grievances with a duly designated representative of the Association during working hours and without use of the time pool bank.

Section 7.

Members performing PBA business off-duty shall be entitled to use the PBA pool time. Charges against the PBA time pool shall be documented by use of a form designated by the Town, to be completed for each request including the event name and number of hours. The form shall

have the approval signatures of the Association President or lead PBA representative and the Chief of Police or his/her designee. The Chief of Police or his designee may approve or deny use of this leave based upon the reasonable operational needs of the Department, and proposed reason for leave. 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 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 Town employees; 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 employee's meal period. PBA representatives will be afforded ten (10) minutes twice a month to address line-ups. 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, and may not use the boards to post political endorsements. All costs incidental to preparing and posting of PBA material will be borne by the PBA.

ARTICLE 8 PROBATION

The introductory period for all new full-time employees shall be 365 days from the successful completion of the Field Training Program of the Town. The first date of actual full-time work by the employee shall be considered to be their hire or service date for purposes of benefits under this Agreement. During the introductory period, an employee may be discharged for any reason. Upon the expiration of this time period, the Police Chief shall either approve or reject, in writing, retention of the employee. The introductory period may be extended up to six months in the discretion of the Chief of Police.

An employee that does not successfully complete his or her initial introductory period shall have no right to utilize the grievance/arbitration procedure contained in this Agreement or any other policy or procedure for any matter concerning a failure to successfully meet job performances standards during said period.

Although employees will accumulate vacation time during their introductory period, they may not use any vacation time until they have completed six months of employment in the Department, unless authorized in writing by the Police Chief. Sick leave shall begin to accrue as of the first service date of the employee, but may not be used until the employee has been employed for at least three (3) months.

ARTICLE 9 DISCIPLINE

Section 1. Code of Conduct and Corrective Actions

It shall be the duty of an employee to maintain high standards of cooperation, efficiency and integrity in his or her conduct and work performance with the Town in keeping with the Oath of Office; the laws of the United States, the State of Florida, and the Town of Highland Beach; provision(s) of Departmental or Town Rule(s) or Regulation(s) and Standard Operating Procedure(s).

The Town may follow a system of progressive correction and discipline in that the Town, in its sole discretion, may impose a level of corrective action or discipline deemed necessary to correct undesirable behavior. Actions taken may increase in severity if the original offense is not corrected or if a subsequent offense arises.

Based on the severity of the offense, the action imposed by the Town for the first or subsequent offenses may include verbal counseling, written reprimands, a suspension without pay, or termination

Section 2. Corrective Actions (grievable through Step 2 of the Grievance Procedure, but not subject to arbitration) are as follows:

Verbal Reprimands are not discipline that is arbitrable under this Agreement. Verbal Reprimands are issued by management to verbally warn an employee about his/her conduct or

work performance and counsel the employee on how to improve. A record of this warning is maintained in the departmental working file or pending evaluation file.

Written Reprimands are not discipline that is arbitrable under this Agreement.

Written Reprimands are issued by management when a verbal reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal reprimand is not deemed by management to be sufficiently severe for the offense.

Suspensions of less than 2 working days are issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is a removal from the work site which includes loss of pay for the time specified.

Section 3. Disciplinary Actions (grievable through arbitration step) are as follows:

Suspensions of 2 working days or more are discipline that is grievable under this Agreement.

Suspensions of 2 working days or more are issued by management for proper cause when lesser action has not resulted in a satisfactory change in the employee's conduct or work performance or when lesser action is not deemed by management to be sufficiently severe for the offense. A suspension is a removal from the work site which includes loss of pay for the time specified.

An employee who has been suspended may supplement his/her paycheck with accrued vacation or comp time. Reduction in pay or reduction in classification(demotion) are discipline which is grievable under this Agreement.

Termination. A decision to terminate the employment of an employee may be made by management for proper cause. A termination of employment is a permanent separation from employment with the Town. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards, and such termination of an employee during the probationary period would not be grievable to arbitration.

**ARTICLE 10
SENIORITY**

Section 1.

Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in classification, while employed by the Town, which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority shall accumulate during approved absence due to illness, injury, vacation leave, and military leave. Employees on other authorized leave shall maintain the seniority they had when their leave commenced.

Section 2.

If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date and time the member's employment application was received by the Town.

Section 3.

Seniority shall govern the following matters:

1. Vacation for each calendar year.
2. Annual shift assignments, with the understanding that annual shift assignments shall be determined by the Chief of Police, in his sole discretion, based upon consideration of seniority in light of other factors including operational necessity, specialty skill utilization, and the need for periodic annual rotation to adapt and familiarize bargaining unit members with daylight and nighttime environments.

Decisions of the Chief of Police as to annual shift assignments may be discussed with the Chief by the bargaining unit member or Union Representative, but such decisions are not subject to the Article 36, Grievance and Arbitration Procedure of this Agreement.

3. Layoffs shall be made in reverse order of seniority.
4. Employees shall be called back from lay off according to seniority for up to two years.

The Parties recognize that for reasons of operational necessity, seniority shall not be determinative. If seniority does not govern, the reasons will be provided to the affected employees.

ARTICLE 11
COMMUNICATIONS POLICY

Section 1.

The PBA President, or his/her designee, will be placed on the contact list maintained by Town's Communications Division and will be notified in any situation in which a bargaining unit member is seriously injured, involved in a discharge of his/her firearm, or any other type of critical incident which also requires the dispatching of the Bureau of Internal Affairs as the result of a bargaining unit member's actions, or when the Chief or his designee requests that the PBA be contacted.

Section 2.

In those cases in which a bargaining unit member requests a PBA representative to respond or to be contacted and the affected Party is unable to make such notification, the Communications Division, upon request, will attempt such contact.

Section 3.

The PBA will provide Town with the necessary information to facilitate compliance with this Article. The PBA agrees to hold the Town harmless for any failure to notify under this Article, and any violations of this Article shall not be subject to grievance and arbitration.

**ARTICLE 12
VACATION POLICY**

SECTION 1: OBJECTIVE

Vacations are provided for the recreation and relaxation of Town employees, and employees are encouraged, if working conditions permit, to take a leave on an annual basis. All vacation leave requests must be approved, in advance of the leave, by the employee's Department Head.

SECTION 2: ANNUAL VACATION LEAVE

Every bargaining unit employee may use accrued vacation leave after he/she has completed six months of full-time employment in the Department. Such annual leave shall be based on anniversary dates and granted as follows:

- A. Beginning the first day of employment, employees begin accruing 10 working days of vacation leave each year.
- B. After three (3) years, employees will begin accruing 15 working days of vacation.
- C. After ten (10) years, employees will begin accruing 20 working days of vacation.

SECTION 3: MAXIMUM ACCUMULATION

Generally, employees shall not accumulate more than 25 days of vacation in his/her vacation account (or 300 hours for 12 hour shift employees). However, the Town Manager may allow an employee to accumulate more than 25 days of vacation, provided the employee makes arrangements with his/her department head to use the overage by the end of the fiscal year. Accruals of leave in excess of 25 days at the end of the fiscal year shall be forfeited by the employee.

SECTION 4: USE OF ACCUMULATED LEAVE

The time at which an employee may take vacation leave shall be determined by the Department Head with due regard to the wishes of the employee and to the needs of the department, and otherwise as set forth in this Agreement. All vacation schedules shall be arranged in advance, and approved by the Department Head. In case of emergency, the Department Head may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and, if necessary, may call back an employee from a vacation in progress. If an employee is called back from vacation for an emergency, the Town will reimburse, at current IRS rates for mileage, if any, the employee for reasonable travel expenses based on paid receipts submitted. Use of vacation or comp time is time worked for calculating overtime.

SECTION 5: ACCUMULATION DURING LEAVE

Credit for vacation leave shall not accumulate during any leave of absence without pay or during any layoff. Vacation leave shall continue to accumulate during a leave of absence with pay or during an authorized vacation leave.

SECTION 6: HOLIDAYS DURING VACATION LEAVE

Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes, and shall not be charged to the employee's accumulated vacation leave.

SECTION 7: PAYMENT OF VACATION LEAVE UPON TERMINATION OF EMPLOYMENT

Any bargaining unit member who has worked for the Town at least 12 consecutive calendar months, leaving the Town in good standing, shall be compensated for vacation leave

earned and unused at the date of termination of employment, up to a maximum of 25 vacation days (600 hours), at the employee's current pay rate. All vacation leave accrued and unused in excess of 25 vacation days is forfeited.

**ARTICLE 13
SICK LEAVE**

SECTION 1: ACCUMULATION OF SICK LEAVE

Each full-time employee shall accrue one sick day per month. Sick leave shall not be accrued when an employee is on leave without pay status in any pay period.

Employees accumulate all accrued sick leave hours during the fiscal year. However, at the end of each fiscal year, all sick leave accruals are subject to forfeiture as follows:

- Employees shall forfeit accruals in excess of 1,120 hours at the end of each fiscal year.

SECTION 2: USE OF SICK LEAVE

Sick leave shall not be considered personal time which an employee may use at his or her discretion. It is intended to insure employees against occasional illness and to provide time off with pay during longer periods of absence due to illness. Sick leave may be used for the following purposes only:

1. Personal illness;
2. Doctor or dentist appointment for employee which cannot reasonably be scheduled for a time outside of the employee's normal work schedule;
3. Illness to an employee's spouse, child or parent which mandates that the employee be present to care for their relative or take their relative to a necessary medical appointment when no other means of transportation is available or appropriate.

SECTION 3: MEDICAL CERTIFICATE

A medical certificate may be required as evidence of an employee illness or any injury that prevents attendance at work for a period of time of four work days or more. A medical certificate required by a Department/Division Head shall consist of a written statement by a qualified, licensed physician indicating:

- The employee has been examined by the physician during the period of absence.
- The symptoms observed or measured by the physician.
- The stated diagnosis and medication and/or treatment prescribed.
- The dates on which the employee was physically incapacitated from work.

SECTION 4: FULL USE OF SICK LEAVE

An employee who has used all accrued sick leave benefits may be allowed to use available vacation, holidays, or compensatory time in order to maintain earnings without interruption.

SECTION 5: PAYMENT OF SICK LEAVE UPON SEPARATION FROM EMPLOYMENT

Upon resignation, retirement or permanent disability, employees who have a minimum of two (2) years of continuous employment with the Town, shall be paid for the accrued, unused sick time balance as follows:

With 2 or more years of service: 50% conversion, not to exceed 1,120 paid hours.

Employees who are terminated for cause are not eligible for payment of sick leave.

SECTION 6: SICK LEAVE INCENTIVE PROGRAM

On September 1 of each year, and subject to the availability of budgeted funds, employees who have been employed by the Town for a minimum of one year and have a minimum of 96 (part-time 48) hours of accumulated and unused sick leave will be eligible to participate in a "sick leave incentive program," provided the employee has not been disciplined for tardiness or absenteeism during the twelve month period immediately preceding September 1. The Finance Department will distribute a sick leave election form on September 1 of each year to all eligible employees. On that form, the employee will be advised of the total amount of sick leave he/she has accumulated. The employee may then elect to convert up to four days of accumulated but unused sick leave to either vacation leave or additional pay on the employee's next regular paycheck.

Eligible employees are not required to convert sick leave to payment or vacation leave. A written election declining the conversion may be submitted to the Finance Department to decline conversion. Forms that are not returned to the Finance Department by the deadline reference on the form shall be deemed to indicate the employee declined conversion.

**ARTICLE 14
MILITARY**

The Town shall adhere to Federal and State law, including the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), as well as Chapter 250, Florida Statutes and §115.07, Florida Statutes, with regard to any Military Leave.

In addition, in accordance with USERRA, the Town shall not retaliate against any member assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that member is not a service member. Any alleged violations of this Article shall not be subject to grievance and arbitration.

ARTICLE 15 HOLIDAYS

Section 1.

During the term of this Agreement, the Town recognizes the following twelve (12) holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Employees shall also be entitled to three personal leave days.

The recognized holiday will be on the day of the actual holiday, which is not necessarily on the day the holiday is observed.

Section 2.

Holidays will be paid at the employee's base rate of pay for one (shift) day as noted herein.

Section 3.

When a holiday falls on a bargaining unit member's regular day off, he/she shall receive twelve (12) hours of holiday time or pay.

Section 4.

If the member actually works on the holiday, the member shall receive pay for an additional six (6) hours of straight time, or eighteen (18) hours of pay.

Section 5.

Holiday time can be taken as compensatory time in lieu of pay when approved by the

Chief.

Section 6.

Personal leave days shall be scheduled days off, with pay, as approved by the Chief of Police or his designee.

Section 7.

Where an employee calls in sick the day of a holiday, the day before or the day after a holiday, the Chief of Police may require documentation from the employee's health care provider to confirm the legitimacy of the illness prior to payment being made.

**ARTICLE 16
COURT APPEARANCES**

Section 1.

Any unit employee who is required to appear in court as a witness as a result of his employment, and is not on duty during a regular shift, will receive either the total number of hours worked for the court appearance, or a minimum of three hours' pay at one and one-half times his base hourly rate of pay, whichever amount is greater.

Section 2.

If on duty, compensation paid by the state, county or other person, firm, or authority which compels attendance must be endorsed and tendered to the Town by the affected employee as a condition of being paid by the Town. If off duty, the employee may retain the witness fee and be paid mileage for use of their private vehicle.

**ARTICLE 17
CALL BACK, ON-CALL AND
EMERGENCIES**

Section 1.

Bargaining unit members who have left the work place and who are ordered or otherwise directed to return to work more than one hour after completing their scheduled shifts, or more than one hour after being released from a call back, shall be paid a minimum of three (3) hours. Bargaining unit members called back to work less than one hour after completing their scheduled shifts shall be paid for all time commencing from the completion of their previously completed shift, except in those circumstances described in section 2. All such hours shall be calculated as time worked.

This provision shall be limited to two (2) 3 hour minimums based on employee's normally scheduled work hours.

This section shall also apply when a bargaining unit member is required to provide a statement to an investigative unit at a time which begins more than two (2) hours before his/her scheduled shift or more than one (1) hour after his/her shift is completed.

Section 2.

This provision shall not apply in those instances when the overtime commences two (2) hours or less prior to, or runs continuously with, the bargaining unit member's regular shift or where the bargaining unit member is called back to work to rectify his/her own error or omission which cannot wait until the bargaining unit member's next shift. In such instances, the bargaining unit member shall be compensated for the hours worked at the appropriate

rate.

Section 3.

Bargaining unit members called back to work, who are on authorized leave, shall be paid at the rate of one and one half times the bargaining units member's regular rate of pay for hours worked for a minimum of three (3) hours, and a maximum equal to the number of remaining hours of authorized leave. Such bargaining unit members shall not be charged leave for any such hours worked. All such hours shall be calculated as time worked.

Section 4.

Any employee working during the emergency leave shut down may be awarded a maximum of twelve (12) hours per day compensatory time at a straight rate of pay for time actually worked during the Civil Emergency Condition for the period that the Town's non-essential operations are closed (from the date of closure until the date of reopening of non-essential operations including weekend days in that period), in the Town Manager's sole discretion. Any such compensatory time shall be in addition to wages or salary earned for actual hours worked during the emergency. The provisions of Article XXIV, Section 4 of the Town's Rules and Regulations otherwise apply to these operations under emergency conditions.

ARTICLE 18
OUT OF CLASSIFICATION PAY

The Chief or designee may assign a bargaining unit member covered by this Agreement to serve as temporary replacement for an absent supervisor. If such assignment occurs, the bargaining unit member shall be paid five (5%) percent above his/her current rate of pay for each completed shift worked in the temporary position.

**ARTICLE 19
ASSIGNMENT PAY**

Section 1.

All bargaining unit members who complete the certification process as Field Training Officers (FTO's) and who are assigned active FTO responsibilities by their respective command will receive five percent (5%) assignment pay calculated in accordance with current pay grade above his/her current rate of pay for each completed shift worked for time spent training.

Section 2.

The increases provided under this Article shall only be paid when the member is so assigned.

**ARTICLE 20
PERSONNEL RECORDS**

Section 1.

Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his/her official files. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a duplicate copy of any item contained in his/her official files at no cost to the member. Alleged violations of this Article will not be subject to the Grievance Procedure in this Agreement.

Section 2.

Inspection of official files will be limited in accordance with Florida law.

**ARTICLE 21
HEALTH INSURANCE**

Section 1.

The Town will make available health insurance, term life insurance, dental insurance, vision insurance, and disability insurance on a group basis to unit employees to the same extent and in the same manner that such insurance is provided to other Town employees. The union can request impact bargaining of this Article in the event that the annual out-of-pocket cost to employees increases by more than fifteen percent (15%). Health insurance as used herein means and includes any managed health care plan, health maintenance organization (HMO), or other arrangement for or provider of health care. The entire benefit provided in this Article is referred to herein as "the program."

Section 2

The dependent health coverage is optional to all eligible employees. The Town shall pay a portion of the premium for such dependent coverage as it does for all other Town employees.

Section 3

The Town reserves the right to reduce or enlarge the benefits payable under any coverage, or to alter or cease any coverage, to raise or lower any out-of-pocket amounts and to raise or lower any deductibles.

Section 4

The Town shall have the right to agree to or to make any changes in the costs to unit employees of any element of the program and to require unit employees to bear any portion of the cost of coverage in full or in part by the Town. It is agreed that in the event of a premium increase or other increase in the cost to the Town of providing any of the program, such increase will be paid by the employees in any proportion as determined by the Town, including in its entirety. All increases in employee costs described in this paragraph of this Article shall be deducted from wages, and shall be administered in the manner presently in effect.

Section 5

Before exercising any of the foregoing rights reserved to it, the Town will notify the Union of the proposed action and the reason therefore, and will, upon request, bargain with the Union about the impact, if any, on unit employees.

Section 6

The Town shall provide a yearly life scan health screening for bargaining unit members upon request at no cost to the members.

Section 7

In accordance with and pursuant to Fla. Stat. 112.0801, the Town shall offer to a retiring member (defined as a regular full-time employee who terminates employment with the Town and who immediately begins participation in the Florida Retirement System either by receiving

monthly. retirement benefit payments or by receiving a full or partial distribution of funds from the FRS Investment Plan) a onetime opportunity to participate in the Town's employee group health and life insurance program at the sole expense of the retiring member.

Section 8

The Town agrees that, in the sole discretion of the Town, it shall use its best efforts in good faith to include in its group health plan out of state coverage if it can be secured without additional cost to the Town.

**ARTICLE 22
UNIFORMS AND EQUIPMENT**

Section 1.

All bargaining unit members not assigned to plain-clothes duties are required by the Town to wear uniforms and to wear shoes meeting the Town's standards and subject to Town approval.

Section 2.

The Town will provide bargaining unit employees with uniforms and equipment at no cost to employees. Employees will be paid \$1,040 per year, in arrears, paid quarterly, through his/her pay check for a cleaning allowance, which at present is not subject to withholding tax per IRS regulations, except they shall not be paid during periods when employees are not working due to extended illness, disability or other reason. Section 3. In the event that personal property of a bargaining unit member that is used with authorization of the Town is damaged, destroyed or lost as a result of performance of duty, the Town agrees to reimburse member for the replacement cost based upon presentation of a paid receipt for the replacement item. Items covered include personal property limited to the actual cash value not to exceed the following:

Wrist watches - limited to \$100

Prescription eyeglasses or sunglasses - limited to \$200 Cell

phone - limited to \$500

Shoes- limited to \$125

Additional gun belt accessories - limited to \$100

**ARTICLE 23
IN-VEHICLE MOBILE VIDEO, AUDIO SYSTEM, ANDGPS**

Section 1.

The Town's in-vehicle mobile video and audio recording systems cannot and shall not be activated by any person(s) other authorized departmental personnel.

The Town's utilization of video and audio recordings from in-vehicle mobile video systems or electronic positioning systems contained within Town laptops, in internal investigations which involved only non-criminal policy violations of PBA bargaining unit members, shall be governed as follows:

- A) Any and all such recordings shall be provided to the bargaining unit member who is the subject of an investigation prior to the investigative interview of the bargaining unit member.

Section 2.

In the event that an officer-involved shooting or critical incident is captured on the Town's in-car video camera, it shall be the Town's policy to permit the officer involved to review the video with his attorney.

**ARTICLE 24
TUITION REIMBURSEMENT**

The Town shall provide Tuition Reimbursement of 100% of the approved tuition cost per course for bargaining unit members who receive a grade of C or better, using the requirements and procedures in the Town policy on educational reimbursement.

ARTICLE 25 WORKWEEK AND OVERTIME

Section 1.

Shift work is defined as seven 12-hour shifts in a fourteen day period, totaling 84 hours per pay period. Time worked in excess of 84 hours shall be considered overtime.

The fourteen day cycle, beginning on Monday, shall consist of:

2 days on
2 days *off*
3 days on
2 days *off*
2 days on
3 days *off*

Section 2.

Day shifts are defined as 0600 hours until 1800 hours.

Night shifts are defined as 1800 hours until 0600 hours.

Section 3.

Employees permanently assigned to the night shift shall receive 6% added to their regularly hourly rate of pay. Employees assigned to day shift will receive their base pay for all hours worked on day shift, and will receive 6% times their base hourly rate of pay for all hours worked on night shift. Overtime will be calculated according to this Section.

Section 4.

A. Compensatory Time - General. In lieu of overtime pay, a bargaining unit member, in his or her discretion, may choose to accrue compensatory time. Compensatory time will be governed by the Town's Personnel Rules and Regulations, Article XV, Section 2, except that

there shall be an annual maximum or cap of 144 regular compensatory hours, with the possibility of an expanded cap of 200 compensatory hours earned during any fiscal year, using two separate categories of premium time as set forth below. Any hours worked beyond these maximums shall not result in accrual of additional compensatory time or premium pay, but shall be paid at straight time or overtime rates, as required by law.

B. Regular Compensatory Time. Employees may earn regular compensatory time throughout the year, up to an annual maximum or cap of 144 regular compensatory hours earned during any fiscal year.

C. Compensation Under Civil Emergency Conditions.

In summary, in times of Civil Emergency Conditions, employee will be eligible to receive additional pay under the conditions below. First, they may receive additional Comp time, hour for hour, up to the cap(s) in this Agreement. Then, they may receive premium half time pay for the next 72 hours worked. Each separate declared Civil Emergency is a new event under this provision.

1. Premium Pay Under Civil Emergency Conditions. Employees are entitled to receive premium pay, in addition to their regular compensation, under two specified conditions during periods when a declaration of a Civil Emergency Condition has been made by the Town. If the Town Hall is closed based on a declaration that a Civil Emergency Condition exists, and some employees of the Town are not required to work, but are paid for time not worked, then the following terms in Article 25, Section 4. C. 2. and 3. shall apply. Up to the caps as noted below, employees may receive Civil Emergency Compensatory Time. Further, beyond the Civil

Emergency Compensatory Time cap, as noted below, they may receive Civil Emergency Premium Pay. Both the Civil Emergency Compensatory Time and Civil Emergency Premium Pay will be paid in addition to the employees' straight time or overtime pay for hours worked as required by law.

2. Civil Emergency Compensatory Time. Employees may earn Civil Emergency Compensatory Time as follows. Bargaining unit employees who work during the period of a Civil Emergency Condition (while others are paid but not working) shall receive Civil Emergency Compensatory Time, hour for hour based on hours worked, in addition to their regular pay for all hours worked (i.e., akin to double time). Employees may earn Civil Emergency compensatory time up to a maximum or cap of 72 Civil Emergency Compensatory Time hours during any one period of a declared Civil Emergency Condition. Compensatory time earned during a declared Civil Emergency(s) shall be added to an employee's compensatory bank. Should the number of hours in an employee's compensatory bank be at the annual maximum cap of 144 or should it reach the annual maximum cap of 144 with the addition of some or all of the compensatory hours earned during a declared Civil Emergency, the annual maximum cap of 144 shall be increased to 200 hours to accommodate additional compensatory time hours earned during a Civil Emergency(s) only, up to the maximum cap of 200 hours.

For clarity, the maximum caps on compensatory time are:

- Regular compensatory time – up to 144 per year.
- Civil Emergency Compensatory Time – up to 72 hours/each declared Civil Emergency Condition.

- Total possible accrual of comp time from both sources above – up to 200 per year.

3. Civil Emergency Premium Compensation. In each declared period of Civil Emergency, if additional hours are worked after a bargaining unit member has accrued 200 total compensatory time in a year or has accrued 72 hours in a single incident of declared Civil Emergency Conditions as noted above (i.e., they are maxed out in one or both categories), such additional hours of work shall be paid at the Civil Emergency Premium Compensation rate of an additional one-half times the employee's regular straight time rate, for up to an additional 72 hours of work for each period of declared Civil Emergency Conditions. Therefore, it is possible that a portion of the hours worked during a Civil Emergency will be paid as Civil Emergency Compensatory Time, up to the applicable caps, and the balance of hours worked, up to a total of an additional 72 hours in that Civil Emergency incident, will be paid at the Civil Emergency Premium Compensation rate. Hours worked in such a period after the 72 hour Civil Emergency Premium Compensation cap has been reached will be paid at straight time or overtime as otherwise applicable under law. This Civil Emergency Premium Compensation contract hourly rate is paid based on the employee's straight time regular rate, and not on any overtime rate, even if the underlying hours worked by the employee to be entitled to this premium pay are paid at the rate of time and one-half overtime based on the Fair Labor Standards Act (i.e., no time and one-half on time and one-half).

D. Furloughs. During the period of a Civil Emergency Condition, if any employees are furloughed in the discretion of the Town, such employees may use accrued and unused vacation time to be paid during the furlough. Employees who are notified that they are furloughed shall have

their group healthcare benefits maintained by the Town as if they were continuously employed for such periods as determined by the Town Manager in his discretion. If employees are partially furloughed (i.e., furloughed to work only half their regular schedule), they shall receive proportional employee benefits accruals (by percentage of regular time worked) during the periods of partial furlough. The Town retains the management right, in its sole discretion, to lay off or terminate employees who are on furlough if the period of a Civil Emergency Condition extends for longer than expected. Furloughs shall be made in order of reverse seniority and recalls from furloughs will be made in order of seniority.

Section 5.

Overtime hours and overtime compensation shall be defined, calculated and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor. The Town will treat unit employees under Section 7(k) of the Fair Labor Standards Act, and will compensate non-exempt unit employees at one-and-one half times the regular rate of pay for hours worked in excess of 84 in a 14 day work cycle.

Section 6.

Bargaining unit members required by the Town to attend schools and/or training, shall be compensated for attendance at said schools and/or training.

Section 7.

Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of the Chief of Police or his designee.

Section 8.

Any administrative leave shall be paid at the bargaining unit members' regularly scheduled shifts, i.e., if the bargaining unit member is normally on a 12 hour day or night shift, then administrative leave shall be paid in a like manner

ARTICLE 26
SHIFT EXCHANGES

It shall be the right of the Town to transfer bargaining unit members. If a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off, seven (7) working days' notice will be provided prior to the transfer, if practicable. This provision may be waived by mutual agreement of the Parties or if the transfer is declared by the Chief of Police, in his discretion, as an operational necessity.

ARTICLE 27 SALARY PLAN

The Town implements a step pay plan which will be administered as follows. The prior performance review plan of the Town with percentages is being eliminated, and it is being replaced with these three categories, Does Not Meet Standards – Meets Standards – Exceed Standards. In order to be an eligible bargaining unit member to move up in the Step Plan, each employee must meet the following criteria in the Town’s new annual performance evaluation process. All eligible bargaining unit members, entitled to move to the next salary step in the Step Plan, shall have received a Meets Standards or Exceeds Standards rating on their Annual Performance Review. Should a bargaining unit member receive a Does Not Meet Standards, that employee will not be eligible for movement to the next step and shall remain in their current step, until the next Annual Performance Review is conducted, at which time this same process to determine eligibility shall apply.

In years 2 and 3 of this Agreement as identified below, the compensation set forth in each step of the Step Plan at Exhibit A shall be increased in each of those two years as noted in the attached. Once an employee is in Step 8, or “topped out,” then that employee shall receive the 2% cost of living adjustment, but no step increase. For fiscal year 2020/2021, after ratification of this Agreement, compensation shall be determined as follows. All eligible bargaining unit members shall receive a step increase pursuant to the Town’s step pay plan as set forth on Exhibit A to this Agreement. For this first year of this step plan, all bargaining unit members shall be placed into the plan at the step where their existing wages would

place them, and then all eligible employees shall receive a step up to the next level of the step plan.

Effective the first full pay period after October 1, 2021, all eligible bargaining unit members shall move up one step in the step plan.

Effective the first full pay period after October 1, 2022, all eligible bargaining unit members shall move up one step in the step plan.

When a position in the bargaining unit is filled by hiring a candidate with prior law enforcement experience from another agency, the Town in its discretion may make the initial starting salary at Step 2 of the Salary Plan. This will be done by taking into consideration the new hire's years of service, training, and experience.

**ARTICLE 28
LONGEVITY**

The Town Longevity Pay Program provides employees, who have reached a certain number of years of employment at the Town and who are employed on the date of payment, with a lump sum payment based on a percentage of the employee's base salary. Longevity pay shall be paid in accordance with applicable laws. Longevity pay is provided as follows:

Employees who reach their

Milestones will receive in a lump sum check:

5th year of employment-	2% of base annual salary
10 th year of employment-	2% of base annual salary
15 th year of employment -	3% of base annual salary
20 th year of employment-	4% of base annual salary
25th year of employment and each 5th year thereafter-	5% of base annual salary

**ARTICLE 29
PROMOTIONS**

Promotions to Sergeant will be based on written and oral examinations. Based on those scored examinations an eligibility list shall be created which shall be valid for two years. It is the policy of the Town to first consider its own employees for promotional opportunities in employment prior to considering outside applicants. Nothing in this agreement shall prohibit the Town from hiring an outside applicant for any position, if, in the sole discretion of the Town Manager, such person is the best applicant based upon qualifications, credentials, skills, and experience for the position. Management may, in its sole discretion, consider criteria such as length of service within the department, years in law enforcement, past commendations and/or reprimands, past successful supervisory experience in the department or elsewhere, and vision for the future of the department when making promotional decisions. Decisions regarding promotion are not subject to review, appeal, or grievance.

**ARTICLE 30
WORKERS' COMPENSATION AND DUTY DISABILITY**

Section 1.

A bargaining unit member covered by Florida Statute, Chapter 440, Workers' Compensation, and in accordance with provisions set forth hereunder, shall be entitled to benefits in accordance with that Florida Statute.

Bargaining unit members who sustain a serious injury on-duty while in fresh pursuit (as defined in §112.19(d), Florida Statutes (2003)) or in the apprehension of a violent person are authorized to be absent from work due to injury or illness until he or she is released to work or two (2) years, whichever comes first.

Section 2.

The Town shall provide bargaining unit members with first responder insurance accidental death and dismemberment coverage with the following limits. \$66,000 for in line-of-duty, \$66,000 for fresh pursuit and \$199,000 for unlawful and intentional death and dismemberment coverages. The details of coverages, conditions and exclusions are set forth in the respective policies.

**ARTICLE 31
FUNERAL EXPENSES AND BEREAVEMENT LEAVE**

Section 1.

The Town will provide, to the beneficiary of a bargaining unit member, \$50,000 or the amount provided to other Town employees (whichever is greater) in the form of life insurance provided to employees.

Section 2.

A member may be granted up to three (3) days bereavement leave for the death of any immediate family member to attend a funeral within Palm Beach, Martin or Broward Counties; or five (5) days bereavement leave for the death of any immediate family member where the funeral will be outside of Palm Beach, Martin or Broward Counties. "Immediate family member" is defined as father, mother, son, daughter, husband, wife, domestic partner, brother, sister, foster child, grandfather, grandfather-in-law, grandmother, grandmother-in-law, great-grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister. If not listed, a request for special circumstances can be made to the Town Manager for approval, prior to travel. Upon request by the Town, the employee shall furnish proof of death in order to receive pay for bereavement leave.

Section 3.

A day is considered the equivalent of one shift for the purposes of this Article.

**ARTICLE 32
DONATION LEAVE POLICY**

Bargaining unit members are entitled to benefits in the Medical Emergency Leave Donation Policy of the Town, in the Rules and Regulations at Article XXX.

**ARTICLE 33
OFF DUTY DETAILS**

Section 1.

The Chief of Police generally shall utilize the existing detail wheel to determine which officer will be given the off-duty detail.

Section 2.

If minimum manpower is met, an officer may use compensatory time to undertake an off-duty detail with prior approval of the Chief of Police or his designee.

**ARTICLE 34
EDUCATIONAL INCENTIVES**

The Town will pay an educational incentive to existing full time departmental employees who are employed by the Town in the Police Department on the date of ratification of this Agreement, as follows:

If a covered employee has, or achieves during employment, an Associate's Degree, that employee will receive an additional \$2,000 in annual compensation during the term of this Agreement, which shall be paid bi-weekly in equal payments in each pay period throughout the year.

If a covered employee has, or achieves during employment, a Bachelor's Degree, that employee will receive an additional \$4,000 in annual compensation during the term of this Agreement, which shall be paid bi-weekly in equal payments in each pay period throughout the year.

The Town will pay for only the highest degree obtained. Incentive pay may not be stacked for multiple degrees. Employees must present to the Town, through the Chief of Police or designee, a copy of their degree, along with a transcript of classes taken. The educational incentive will only be paid if the degree has been earned at an institution recognized by the Council for Higher Education Accreditation, and if it relates to the position held by the employee.

**ARTICLE 35
PHYSICAL FITNESS**

The Town will pay, as incentive compensation, to each unit employee who chooses to participate the full cost of an annual one-person membership to a gym or health club during the fiscal year. Payment will be made within ten days after the end of each fiscal year to each unit employee who opted to participate, and proves that he or she exercised weekly 52 times per year with a maximum payment per such employee to be \$250.00 per year. The Town will provide a log which must be completed contemporaneously to prove compliance with the latter requirements.

**ARTICLE 36
GRIEVANCE AND ARBITRATION PROCEDURE**

- 1) Members of the bargaining unit will follow all lawful and reasonable written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein. The following rule applies to all employees: Obey first, grieve later.
- 2) A grievance is defined exclusively as a dispute involving the interpretation or application of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. The Union is under no obligation to process a grievance for an employee who is not a member of the Union; therefore nonmembers of the Union who are covered by this Agreement shall be responsible for filing their own grievances. The Town need not entertain or process under this Article any dispute, or other matter not meeting this definition.
- 3) Grievances pertaining to more than one bargaining unit member may be filed by the Union on behalf of all affected members.

Step 1: The Union shall present the grievance, in writing and dated, to the Police Chief, within 10 calendar days after knowledge of the act or omission that gave rise to the grievance. The Police Chief or his or her designee shall, within 10 calendar days of receipt of the written grievance, conduct a meeting with the Union. The Police Chief shall notify the Union in writing of the decision not later than 10 calendar days following the meeting date.

Step 2: If the grievance is not fully resolved at Step 1, the Union, within 10 calendar

days of receipt of the answer provided in Step 1, may forward a copy of the original written grievance to the Town Manager with a separate cover letter stating that the grievance is being advanced to Step 2. The Town Manager may, but need not, hold a meeting with the Union regarding the grievance. The Town Manager shall notify the grievant and the Union of the Town Manager's decision within 10 calendar days following receipt by the Town Manager of the grievance. The decision of the Town Manager shall be determinative of the grievance (and such decision is final and binding under the terms of this Agreement, unless modified by a decision on an arbitrable grievance made in compliance with the following arbitration procedure).

Discipline or correction involving oral or written reprimands or suspensions without pay less than 2 working days may be processed through Steps 1 and 2 of this Grievance Procedure and are not arbitrable. The decision of the Town Manager on such grievances shall be final and binding on the parties. The grievant may write any rebuttal he or she wishes to the corrective action, which shall be included in the employee's personnel file along with the record of the discipline.

- 4) If the grievance is arbitrable, and is not resolved by the foregoing grievance procedure, the Union, within ten (10) calendar days after the Town Manager's decision in Step 2, may provide the Town Manager a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union with respect to the unresolved grievance.
- 5) Within ten (10) calendar days from receipt of the written notice immediately above, the Parties shall confer to select an arbitrator. In the event the Parties fail to agree on an arbitrator, both

parties shall, within ten (10) calendar days, jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and then the Town will alternately strike one name at a time from the list as not acceptable until only one remains and this person will be the arbitrator. The Town and the Union will alternate in the right to first strike arbitrators; the initial first strike being determined by a cointoss.

6) As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the Parties and consider the grievance. The decision of the arbitrator will be served upon the Town and the Union in writing. It shall be the obligation of the arbitrator to rule within thirty (30) calendar days after the close of the hearing. The failure of the arbitrator to issue a timely ruling shall not divest the arbitrator of jurisdiction to issue an award. The expense of the arbitration, including, but not limited to, the fee and expenses of the arbitrator and the cost of a court reporter (if used instead of the digital recording below, or in subsequent arbitrations, if needed as a result of a failure of that system) shall be split equally between the Parties. In the discretion of the Union, the parties may use the Easy Digital Meeting Recorder or a similar digital conference recorder operated by personnel provided by the Union to record sessions as an acceptable method of recording the proceedings at no cost to the Town, so long as a certified court reporter may provide the arbitrator and parties with a certified transcript of the proceedings based on that digital recording at the request of either party or the arbitrator within 30 days of the conclusion of the hearing. Each Party shall be exclusively responsible for compensating its own representatives and witnesses.

- 7) The arbitrator has the power and authority to determine whether an issue brought forth by one of the parties is arbitrable. The power and authority of the arbitrator shall be strictly limited to an interpretation of the express terms of this Agreement. He or she shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement to the Town or the Union or the employees, or to establish or change any wages or rate of pay in this Agreement. The decision of the arbitrator shall be limited to determining whether a grievance is arbitrable, upholding the grievance, or denying the grievance, and the arbitrator shall not have the authority or right to modify the discipline or craft any remedy other than restoring the employee to the position he or she was in prior to the disciplinary action being imposed, with restoration of any lost wages and, if applicable, restoration of any benefits.
- 8) No decision of any arbitrator or of the Town in one case shall create a basis for retroactive adjustment in any other case.
- 9) The parties intend that a "make whole" remedy be awarded, if applicable. All claims for back wages shall be limited to the amount of wages including lost overtime, that the employee otherwise would have earned from the Town. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of 7 calendar days prior to the date of the filing of the grievance at Step 1.
- 10) The decision of the arbitrator shall be final and binding on both Parties, and the grievance shall be considered permanently resolved, subject to any post-award judicial relief available to either Party under Florida law.
- 11) It is agreed, with respect to this grievance and arbitration procedure, that:

a) Any grievance, in order to be processed, must be submitted in writing at Step 1 as noted above and contain all of the following: a statement of the grievance and facts upon which it is based; each specific Article and subsection of this Agreement claimed to have been violated, and the remedy or correction requested. Grievances will be resolved at all later stages based on this statement of the grievance.

b) A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be barred. Failure on the part of the Town to respond within the time limit set forth at any step shall be deemed a denial, and require the Union to proceed to the next step.

c) A time limit at any stage of the grievance procedure may be extended by written and countersigned mutual Agreement of the Union and the Town Manager, including by reciprocal emails agreeing to an extension. No extension of time shall be inferred by any conduct or verbal exchange between the Parties.

d) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after submission to Step 1 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit it may describe the unit generally.

e) Grievances and appeals of denials of a grievance may be delivered to a designated Town official by hand delivery, email or facsimile delivery during the hours of 9:00 am until 5:00 p.m., Monday through Friday. Where the last day for such presentation falls on a Saturday, a Sunday

or a holiday expressly recognized as such under this Agreement, presentation shall be considered timely if made on the next business day following such Saturday, Sunday or holiday.

**ARTICLE 37
NO STRIKE OR WORK STOPPAGE**

The PBA, its officers, agents, representatives, and its bargaining unit members and employees agree that they will not strike, as defined by the Public Employees Relations Act, and agree not to participate in a strike against the Town by instigating or supporting a strike, nor shall the bargaining unit member participate in a work stoppage, slow-down, sick out or any other activities prohibited by law. Notwithstanding the above, there shall be no picketing whatsoever in uniform or on duty by the bargaining unit members covered by this Agreement. The Parties agree that any bargaining unit member who has been proven to have participated in or promoted any of the aforesaid activities may be discharged or otherwise disciplined by the Town.

**ARTICLE 38
RETIREMENT**

Section 1.

The parties agree that the retirement plans in place for all Town employees shall be applicable to the bargaining unit members as well.

Section 2.

Upon retirement with at least ten years of service to the Town, bargaining members shall receive a retirement badge, retirement photo ID, and their duty firearm.

**ARTICLE 39
POLICE OFFICER'S AND CORRECTIONAL
OFFICER'S BILL OF RIGHTS/RECORDS RETENTION**

Sworn law enforcement personnel shall be afforded all rights under Section 112.532 to 112.534, Florida Statutes, Law Enforcement Officers' and Correctional Officers' Rights. Any concerns of the Union or the bargaining unit member related to this Article are not subject to the grievance and arbitration procedure of this Agreement as the primary subject of a grievance. Procedural issues regarding rights afforded under Section 112.532 to 112.534, Florida Statutes may be raised by any party to that grievance as evidentiary matters in the context of an otherwise arbitrable disciplinary action.

**ARTICLE 40
DURATION OF AGREEMENT**

Except as otherwise provided herein, this Agreement shall be effective upon ratification, and shall continue in force and effect from October 1, 2020, until its expiration date September 30, 2023, or otherwise until a successor Agreement is ratified by the Parties

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives of the dates below.

FOR THE TOWN



Marshall Labadie
Town Manager

9/16/2020
Date

**FOR THE PALMBEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**



John S. Kazanjian
President

8/10/2020
Date

RATIFICATION

This agreement was ratified by the members and by the Town on the dates below.


FOR THE TOWN



Donald C. Hillman
Mayor *DCCCAS*

9/16/2020
Date

FOR THE PBA



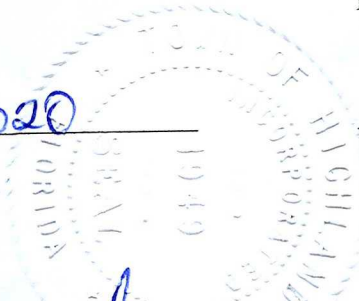
John S. Kazanjian
President

8/14/2020
Date

Attest:



Landell Gask
Town Clerk



Collective Bargaining Agreement
 Town of Highland Beach and PBCPBA
 2020 – 2023

EXHIBIT A

PBA Step Plan

Year 1

	Start	Top
Officers	\$24.23 \$52,920.00	\$36.71 \$80,170.23
Sergeants	\$32.62 \$71,242.50	\$41.00 \$89,549.29

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$25.79 \$56,333.34	\$27.34 \$59,713.34	\$28.90 \$63,117.00	\$30.46 \$66,525.32	\$32.01 \$69,918.11	\$33.58 \$73,344.10	\$35.13 \$76,717.93	\$36.71 \$80,170.23
\$33.57 \$73,308.53	\$34.54 \$75,434.48	\$35.54 \$77,622.08	\$36.57 \$79,873.12	\$37.63 \$82,189.44	\$38.72 \$84,572.93	\$39.85 \$87,025.55	\$41.00 \$89,549.29

Year 2

	Start	Top
Officers	\$24.72 \$53,978.40	\$37.44 \$81,773.64
Sergeants	\$33.27 \$72,667.35	\$41.82 \$91,340.28

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$26.31 \$57,460.01	\$27.89 \$60,907.61	\$29.48 \$64,379.34	\$31.07 \$67,855.83	\$32.65 \$71,316.47	\$34.25 \$74,810.98	\$35.83 \$78,252.28	\$37.44 \$81,773.64
\$34.24 \$74,774.70	\$35.23 \$76,943.17	\$36.25 \$79,174.52	\$37.30 \$81,470.58	\$38.39 \$83,833.23	\$39.50 \$86,264.39	\$40.64 \$88,766.06	\$41.82 \$91,340.28

2% COLA

Year 3

	Start	Top
Officers	\$25.21 \$55,057.97	\$38.19 \$83,409.11
Sergeants	\$33.94 \$74,120.70	\$42.66 \$93,167.08

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$26.84 \$58,609.21	\$28.45 \$62,125.76	\$30.07 \$65,666.93	\$31.69 \$69,212.94	\$33.31 \$72,742.80	\$34.94 \$76,307.20	\$36.55 \$79,817.33	\$38.19 \$83,409.11
\$34.92 \$76,270.20	\$35.93 \$78,482.03	\$36.98 \$80,758.01	\$38.05 \$83,099.99	\$39.15 \$85,509.89	\$40.29 \$87,989.68	\$41.46 \$90,541.38	\$42.66 \$93,167.08

2% COLA