

AGREEMENT BETWEEN  
THE TOWN OF JUPITER AND  
PALM BEACH COUNTY POLICE  
BENEVOLENT ASSOCIATION

REPRESENTING

THE RANK OF POLICE OFFICERS AND SERGEANTS

OCTOBER 1, 2019  
TO SEPTEMBER 30, 2022

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ARTICLE 1  
PREAMBLE

Section 1.1: This agreement is entered into by the Town of Jupiter, Florida, hereafter referred to as the "Town," and the Palm Beach County Police Benevolent Association, hereinafter referred to as "PBA" or "Union". The purpose of this Agreement is to set forth the parties agreement regarding:

1. Wages, benefits and conditions of employment for bargaining unit members, and
2. the rights and privileges of the Town and the PBA.

Section 1.2: All reference to Town Manager means the Town Manager or his designee. All reference to Police Chief means, the Police Chief or his designee.

## ARTICLE 2 RECOGNITION

Section 2.1: The Town hereby recognizes PBA as the exclusive bargaining agent for the employees within the bargaining unit. PBA hereby recognizes that the Town of Jupiter is a Charter form of government operating under the Council-Manager form of government and that the Town Manager is the Chief Administrative Officer of the government and, as such, represents the final administrative authority relative to the Police Department. Accordingly, PBA further recognizes that any references in this Agreement to the Police Chief and/or the Chief of Police are subject to the final authority of the Town Manager.

Section 2.2: The PBA Bargaining Unit shall consist of the classifications known as Police Sergeant and Police Officer; who are full time permanent employees of the Town. All other classifications are excluded from the PBA Bargaining Unit, as well as temporary employees, part-time employees and non-sworn support personnel.

Section 2.3: For the purpose of this Agreement, the term Bargaining Unit Employee, Member and Employee shall be synonymous.

Section 2.4: Bargaining impasses shall be resolved according to Florida Statutes, Chapter 447.

ARTICLE 3  
NON DISCRIMINATION

Section 3.1: The Town shall not discriminate against any employee covered by the Agreement because of membership or non-membership in PBA or authorized activity as required in the Agreement on behalf of the members of PBA.

**ARTICLE 4**  
**PROHIBITION OF STRIKES**

**Section 4.1:** Employees covered by this Agreement, PBA, or its Officers, Agents, and Representatives agree that Section 447.018 of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public employees or PBA from participation in a strike against the Town of Jupiter, the Employer, by instigating or supporting in any manner, a strike.

ARTICLE 5  
DUES DEDUCTION

Section 5.1: Upon receipt of a voluntary, written dues deduction authorization form from a bargaining unit employee, the Town shall agree to deduct from the pay for such employees, those dues required to retain PBA membership.

Section 5.2: A bargaining unit employee may, at any time, revoke his/her dues deduction and shall thereafter immediately submit such revocation form to the Town Finance Director, or his/her designee, with a copy also to PBA.

Section 5.3: PBA shall agree to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF PBA DUES

I hereby authorize the Town of Jupiter to deduct from my wages the current regular monthly PBA dues and to transmit this amount to the Treasurer of the Palm Beach County Police Benevolent Association. I also authorize the release of my social security number to the PBA for payroll deduction purposes only.

Name:

Date:

Social Security Number:

Signature:

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES

I hereby instruct the Town of Jupiter to stop deducting from my wages the current dues of the PBA. A copy of this revocation has been forwarded to the Treasurer of the PBA.

Name:

Date:

Social Security Number:

Signature:

Section 5.4: PBA shall agree to indemnify and hold the Town harmless against any and all claims, suits, orders and judgments brought and issued against the Town as a result of any action taken or not taken by the Town on account of payroll deduction of PBA dues if not in conflict or violation of this Agreement.

Section 5.5: The Town shall deduct the current regular union dues on a biweekly basis. The Town shall remit the same to the Treasurer of the PBA within ten (10) days after collection. The Town agrees to make no charge for such dues collection.

**ARTICLE 6**  
**UNION BUSINESS**

**Section 6.1:** Union representatives will be granted paid leave to engage in representation activities on behalf of the Union or any member if on-duty and if minimum staffing requirements are met. For members working a non-road patrol assignment, pursuant to the current organizational chain, minimum staffing is recommended by the Bureau Commander to the Chief of Police and approved by the Chief of Police, for appropriate staffing of each shift. If these requirements are met, leave for union business shall be provided as follows:

- A. Engaging in collective bargaining with the representatives of the TOWN.
- B. Processing of grievances.
- C. Accompany a fellow employee when:
  - 1. The employee is required to appear at a hearing related to a grievance.
  - 2. The employee is presenting or responding to a grievance.
  - 3. The employee is subject to integration in conjunction with an internal affairs investigation or administrative inquiry.
  - 4. The employee is attending a pre-determination hearing.

**Section 6.2:** A Union representative shall be permitted leave to attend functions of the Union, provided that such leave shall be at no cost to the TOWN and representatives shall use PBA time pool hours.

**Section 6.3:** No employee shall engage in Union business while on duty except as referenced in Section 6.1.



ARTICLE 7  
REPRESENTATIVE DUTIES

Section 7.1: An employee Organization Time Pool shall be established. Each bargaining unit member may, by submitting an annual contribution authorization form, contribute two (2) hours of vacation leave annually to the pool. If a member does not have two (2) hours of vacation leave accrued and available to use, two (2) hours of compensatory leave shall be used if available. The two (2) hours shall be automatically deducted from each consenting bargaining unit member's leave balance in the 2nd pay period of October and thereafter placed in the Employee Organization Time Pool. Contributions shall be irreversible. PBA representatives may request the hours be credited to them in order to compensate the representative for PBA organization efforts on behalf of the membership. The representatives must be off duty and not eligible for Town compensation in order to qualify. The Town shall not be liable to anyone for the granting of the hours when requested by a duly elected representative.

Section 7.2: If requested in writing, any representative or alternate representative defined in Section 7.4 below, who is also a member of any Executive Board of PBA or FLPBA attending State or National functions of PBA may attend such functions, if requested in writing, using regular leave time or Organization Time Pool hours. The attendance of such functions shall be without expense to the Town. The Police Chief can deny a request for leave to attend a PBA function when the employee's leave will cause the Town to incur overtime expense.

Section 7.3: For the purpose of discussing grievances with management representatives and attending meetings between the Town management representatives PBA Executive Board and representatives shall be allowed reasonable access to the employee's work locations. No transaction of PBA business, however, shall interfere with regular shift duties of employees.

Section 7.4: The PBA shall keep and communicate to the Town a current list of the names of the representatives and alternate representatives, and communicate those names to the Town when changes occur. There shall be, whenever feasible, one representative from each represented rank/position, with a total view toward one (1) PBA representative for every forty (40) members in the bargaining unit, and the same for alternates minus one (1).

ARTICLE 8  
BULLETIN BOARD

Section 8.1: PBA is allowed one bulletin board location in the Police Department for the exclusive use of PBA. The bulletin board shall be a size reasonable for the area. The location will be in an area most frequented by the general employees. No articles, announcements, or solicitations and shall be placed on, or removed from PBA Bulletin Board without the permission of a PBA Executive Board Member. The Town shall have no control over the postings on the PBA board. The Association shall indemnify, defend, and hold the Town harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the postings on the Association Board.

Section 8.2: A notice or item placed on the bulletin board shall bear, on its face, the legible designation of the person responsible for placing of this notice or item on the bulletin board.

ARTICLE 9  
BILL OF RIGHTS

Section 9.1: Nothing in this agreement shall abrogate or limit the right of a collective bargaining member who is under investigation or who is the subject of a complaint, as set forth in Part VI of Chapter 112, Florida Statutes.

ARTICLE 10  
PERSONNEL RECORDS

Section 10.1: Personnel records shall be maintained and made available in accordance with Florida Public Record laws as set forth in Chapter 119, Florida Statutes.

Section 10.2: The Town will advise a member when the Town has received a written request for the member's personnel records, except when confidentiality is request by State or Federal investigatory or regulatory agency.

ARTICLE 11  
SENIORITY

Section 11.1: The Town agrees that seniority shall consist of continuous accumulated paid service with the Town of Jupiter Police Department. Seniority shall be computed from the date of appointment, and shall accumulate during absences because of illness, injury, vacation, military leave or any other authorized paid leave of absences.

Section 11.2: The Town agrees that seniority shall govern in the following matters:

1. In the event of a vacancy on a shift, whenever feasible, senior qualified officers shall have preference.
2. In the event of vacancy in any bureau, (not promotional vacancy), seniority shall be considered after consideration of qualifications and disciplinary history.
3. In the event of a lay-off for any Town Council approved reason, employees shall be laid off in the inverse order of their seniority.
4. In the event of re-hiring, laid off employees will be notified of hiring and shall respond within fifteen (15) days as to considered acceptance.
5. An annual shift bid shall be held during the first two weeks of June allowing officers assigned to the Patrol Bureau to select their shift preference in order of seniority. Members assigned to Specialized units shall also be offered this opportunity to transfer back to the Road Patrol Bureau, if they so choose, during this process. Changes shall become effective the first day of the 28-day cycle that commences on or after July 1st of each year. Schedules within Specialized Units will continue to be handled by the individual supervisors assigned to coordinate those units.
6. An annual shift bid shall be held during the first two weeks of June, allowing sergeants assigned to the Patrol Bureau to select their shift preference in order of seniority. Sergeants assigned to Specialized units shall also be offered this opportunity to transfer back to the Road Patrol Bureau, if they so choose, during this process. Changes shall become effective the first day of the 28-day cycle that commences on or after July 1st of each year.
7. Seniority within Specialized Units - In the event a member is assigned to a Specialized Unit (Criminal Investigation Division, Special Operations Division, Traffic Unit, Marine, K-9, etc.), that member shall assume the position of junior officer within that unit regardless of their overall seniority. Seniority in a Specialized Unit shall be based on the member's date of assignment to the unit as opposed to their date of hire. In cases where two or more positions are filled at the same time, overall seniority shall be used to separate the tie.
8. If a member is transferred from a Specialized Unit as a result of a termination of the unit or the completion of one year within that unit, the member shall be allowed to select a shift, bumping a less senior officer if the need arises due to the lack of an open position.
9. If a sergeant is transferred from a specialized unit as a result of a termination of the unit or the completion of one year within that unit, the sergeant will be allowed to select a shift in accordance with their seniority, "bumping" a less senior sergeant if the need arises due to the lack of an open position.

10. The Police Chief may over-ride a shift selection when two or more members are involved in legal, administrative or regulatory proceedings against each other. In this limited circumstance, the Chief's decision to over-ride shift selection is not subject to the grievance process.
11. When an overtime opportunity is present due to lack of coverage for personnel issues, holidays, or special events in accordance with the Standard Operating Procedures established by the Chief of Police, the On Duty Sergeant will access the online detail system and create a job, which will immediately become available to all members through the online system on a first come, first serve basis.

ARTICLE 12  
EMPLOYMENT PROMOTIONAL POLICIES

Section 12.1: The Town shall announce promotional examinations at least ninety (90) days in advance of testing. The Town shall also list the areas which the examination shall cover, provide the sources from which the examination is drawn, announce the weighted formula to be used and give access to at least one (1) master copy of the reference material. Once announced and posted, the weighted formula shall remain unchanged until completion of the particular examination process.

Section 12.2: There will be no make-up promotional examinations. However, upon request and if the employee can make testing arrangements suitable to Town with a state-approved police academy or an accredited university, or a military approved facility before a commanding officer, the Town will make special testing arrangements to administer tests at the same date and time and under similar conditions to candidates who cannot appear at the regular test site due to: 1) Military Services; 2) Town business; 3) approved bereavement leave requiring travel outside Palm Beach County, or 4) a catastrophic health emergency involving the employee's family, which is limited to spouse, children, parents, and grandparents if they reside with the employee.

Section 12.3: No member shall be promoted while on leave of absence.

Section 12.4: The following are established as the minimum requirements to be met for an officer to be eligible for the Sergeant's promotional examination process.

1. Must have accumulated at least five (5) years of continuous law enforcement experience, three (3) years of which must be with the Jupiter Police Department at time of promotion.
2. Although a member shall be listed on the eligibility list, members shall only be eligible to be promoted once they have accumulated at least five (5) years of continuous law enforcement experience, three (3) of which must be with the Jupiter Police Department.

Section 12.5: At the completion of the examination process and establishment of an eligibility list, the Police Chief shall promote from the top three finalists, commonly referred to as the "Rule of Three." This eligibility list shall remain in effect for a period of two (2) years.

**ARTICLE 13**  
**EXTRA DUTY ASSIGNMENT**

**Section 13.1:** Any member who may be injured while serving in an extra duty capacity as a law enforcement officer with the approval of the Town or on assignment by the Town, shall be entitled to the same rights, benefits and privileges as if they were injured while performing their duties for the Town. Reimbursement in each year of this Agreement shall be capped at the amount appropriated by the Town Council in its annual budget process.

**Section 13.2:** Extra-duty assignments shall be granted/approved in accordance with the policies and procedures issued by the Police Chief.

**Section 13.3:** Issues concerning administrative handling of Extra-duty assignments may be the subject of discussions in the Employee Advisory Group described in Article 35, Section 1 of this Agreement.

**Section 13.4:** Extra-duty assignments shall be billed at the following rate of pay:

2019-2020 \$40/hour for officers (Town receives \$5/hour) and \$45/hour for Supervisors (Town receives \$5/hour).

2020-2021 \$42/hour for officers (Town receives \$5/hour) and \$47/hour for Supervisors (Town receives \$5/hour).

2021-2022 \$44/hour for officers (Town receives \$5/hour) and \$49/hour for Supervisors (Town receives \$5/hour).

**Section 13.5:** Extra-duty assignments shall be paid at the following rate of pay for all holidays defined as in the Town of Jupiter Extra Duty Police Assignment

2019-2020 \$58/hour for officers (Town receives \$5/hour) and \$63/hour for Supervisors (Town receives \$5/hour)

2020-2021 \$60/hour for officers (Town receives \$5/hour) and \$65/hour for Supervisors (Town receives \$5/hour)

2021-2022 \$62/hour for officers (Town receives \$5/hour) and \$67/hour for Supervisors (Town receives \$5/hour)

**Section 13.6:** An employee on FMLA leave or on a light duty status may not work an Extra-duty assignment.



## ARTICLE 14 EDUCATION

Section 14.1: This article provides an education policy and guidelines that are both predictable and equitable for educational assistance to all employees toward the development of their professional knowledge and skills in areas of study that will benefit the Town.

Section 14.2: Qualifying educational coursework shall be defined as coursework, or established program curriculum coursework, in pursuit of a degree or advanced degree in an area of study that will be of value to the Town.; provided by community colleges, state universities, private colleges or universities, or other educational facilities accredited by the State of Florida, Department of Education, or accredited by other states.

The reimbursable tuition rate shall be defined as an amount per credit hour equal to the current public institution rates for either Palm Beach State College for Associates Level courses or Florida Atlantic University for Bachelors and Masters Level courses.

Section 14.2: When feasible, the Town shall arrange the working schedules of members attending advance schools and college courses so that there shall be a minimum of interruption of their studies. Under no circumstances shall the pursuit of a college education be allowed to interfere with an employee's duties or the efficient operation of the Police Department.

### Section 14.3:

#### A. Budgetary Process

1. Each fiscal year, during the budget process, employees will submit the number of classes and level of class which they intend to take the following year to the Chief of Police.
2. All final projections for the following fiscal year will be forwarded to Human Resources no later than June 1st to be added to the Town's master tuition reimbursement projection list.
3. This list of projections will determine the amount of funds to be budgeted for the program and will be used to make any adjustments to the funding formula. (e.g. If there is only enough budgeted to fund 90% of the projections, then 90% of the approved tuition costs will be reimbursed).
4. Employees who have submitted requests for the following fiscal year will be contacted if any adjustments to the funding formula are necessary.

#### B. Application

1. The Application for Educational Assistance Program Reimbursement Form must be pre-approved, in writing, by the recommendation of the Chief of Police and approval by the Human Resources Department prior to the course beginning date.

2. The Application must meet the definition for Qualifying Educational Coursework.
3. Requests shall be limited to five (5) courses per fiscal year per employee, and subject to availability of funds budgeted for that fiscal year on a first-come, first- served basis.
4. If the employee does not complete the requested number of courses that were submitted in the previous fiscal year, the number of allowable courses for the following fiscal year will be reduced by the number of courses that were not completed.

**C. Reimbursement Process**

1. An employee requesting reimbursement shall complete and forward the original Application for Educational Assistance Program Reimbursement Form with a recommendation to approve by the Chief of Police to the Human Resources Department prior to classes beginning.
2. After completion of classes, the employee shall send a copy of the employee's final course grade(s) to the Human Resources Department
3. Educational reimbursement requests shall be processed and forwarded to the employee within thirty (30) days following the receipt of grades and receipts by the Human Resources Department.
4. Reimbursement under the Educational Assistance Program is non-taxable, up to the maximum allowed, pursuant to the Internal Revenue Code, Section 127.
5. Educational reimbursement shall be made only to employees who are on paid status in the payroll system when payment is due.
6. No reimbursement shall be made to employees where the tuition is covered under benefits from Veterans Administration or any other program. By completing the required forms and participating in this program, the employee is affirming that he/she is not receiving any other benefit from an outside source (i.e. grants, scholarships, etc.). Failure to disclose receipt of another benefit may result in disciplinary action.

**D. Reimbursement Amount:**

Grade Received	Amount Reimbursed
A	100%
B	100%
C	75%
D	0%

Should the educational institution offer a pass/fail grading system which may be elected at the student's option, the Town will pay 75% for a pass and 0% for a fail. Should the educational institution's grading method be only a pass/fail system, the Town will pay 100% for a pass and 0% for a fail.

**E. Separation of Employment**

1. Employees voluntarily leaving employment from the Town shall repay the Town for the amount of the reimbursements received based upon the following guidelines:

Level	Leaving 0 – 1 Yrs	Leaving 1-2 Yrs	Leaving 2-3 Yrs	Leaving 3-4 Yrs
Associates	100%	75%	--	--
Bachelors	100%	75%	50%	--
Masters	100%	75%	50%	25%

2. The time period to calculate payback in the event of a voluntary separation of employment begins on the date that the reimbursement is received from the Town.
3. Repayment shall be made by the employee through payroll deduction from the final payroll or payout to the employee. If a balance remains due to the Town, the employee shall make repayment arrangements through the Finance Department.

**Section 14.4:** Members shall be entitled to attend two (2) regionally XII funded educational classes of their choice per calendar year. In the case of an educational class which is scheduled to be held during the officer's regularly scheduled work day or duty shift, the officer may request paid-time-off from work to attend the class. Officers may be allotted up to forty (40) hours on- duty per calendar year as long as minimum staffing requirements are met. Minimum staffing levels will be established by the Chief of Police, and any changes will be decided on a case-by- case basis by the Chief of Police. Requests for paid-time-off from work may only be approved on the condition that the officer's temporary absences from duty will not adversely affect or unduly jeopardize the respective operations and services of the Police Department. Approval of said educational classes shall be granted on a rotation basis. Seniority shall not be the basis for approval.

**ARTICLE 15**  
**HOLIDAYS**

**Section 15.1:** The following shall be the official holidays for the employees covered by this Agreement:

New Year's Day	Veterans' Day (Nov 11 <sup>th</sup> )
Martin Luther King, Jr. Day	Thanksgiving and day after Thanksgiving
President's Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Labor Day

**Section 15.2:** Prior to an official holiday, bargaining unit members shall submit their preference concerning whether they want to receive compensatory time as opposed to pay on an official department form. No reasonable request shall be denied.

**Section 15.3:** Each member is entitled to one Personal Holiday per fiscal year, after six (6) months of employment. Bargaining unit members shall not have the right to roll the personal holiday into another fiscal year nor be able to request monetary value for the day if it is not taken within that fiscal year. The Police Chief may only refuse to grant a Personal Day request when the absence of the Officer or Sergeant will adversely impact operations. As denial represents an exercise of managerial discretion, a denial cannot be grieved.

**Section 15.4:** When a member works on a holiday they will be paid one additional shift in that work week at time and one-half rates in addition to the normal straight time pay for the shift. When an employee is scheduled to work a holiday, but is allowed to take the holiday off, the member shall be paid for that holiday shift in the workweek at straight time rates. When a member is scheduled to be off on a holiday, the member shall be paid for eight (8) hours in that workweek at straight time rates. For the purpose of this article, a shift is defined as the normal amount of hours a member is scheduled to work per day in that twenty-eight (28) day schedule.

**Section 15.5:** A member working a non-road patrol assignment (pursuant to the current organizational chart) shall work on a holiday if the Bureau Commander has recommended to the Chief of Police, and it is approved by the Chief of Police, that it is necessary for appropriate staffing of that shift. The member shall receive at least 72 hours advance notice if it is determined he/she shall not be needed to work that shift.

**ARTICLE 16**  
**VACATIONS**

**Section 16.1:** Each member shall be eligible for paid vacation as set forth in the following schedule. Members shall start to accrue vacation allowance from the day of employment, but shall not be allowed to exercise this benefit until completing six (6) months of service. Vacation accrues on a prorated basis during the course of the year. Example: at the completion of one month of employment in the first year of employment, the employee has accrued one day of vacation.

**Section 16.2:** A vacation day is equal to the number of hours in the bargaining unit member's normal work shift. The bargaining unit membership shall accrue the following vacation schedule based upon their years of service from the date of appointment:

Years of Service	Vacation Hours
1-4 years	96
5-9 years	120
10 years	128
11 years	136
12 years	144
13 years	152
14+ years	160

The total number of vacation hours a member may accrue is as follows:

<u>Years of Service</u>	
1-4 years	192
5-9 years	240
10 years	256
11 years	272
12 years	288
13 years	304
14+ years	320

Accruals over the cap are lost and non-compensable, except when a vacation request is made and denied within the last thirty (30) calendar days.

**Section 16.3:** In computing vacation time, holidays or regular days off that precede the commencement of, fall within, or follow the termination of a member's vacation, shall be excluded from such computation. Accumulated compensatory time may be added to provide a maximum of three (3) weeks toward a member's vacation.

**Section 16.4:** The Police Chief may only refuse to grant vacation or cancel vacation leave requests which, if granted, would jeopardize the safety of any persons or any property.

Section 16.5: The inclusion of accumulated vacation leave in the average salary for pension purposes shall not exceed the amount accumulated to the credit of any participant as of 10/1/2012. A "snapshot" of accumulated vacation leave will be taken for bargaining unit members employed on 10/1/2012.

ARTICLE 17  
WEAPONS TRAINING

Section 17.1: The following provisions will apply:

1. The Town shall provide on-duty training to each officer at the designated police firearms range under qualified instructors at a minimum period of eight hours annually.
2. The Town shall require that each officer shall qualify at the police firearms range at least once every twelve (12) months under qualified instructors and that the score that the officer makes shall be entered into their personnel file. If the officer fails to qualify, they must pass the qualification requirements within three (3) months' time or shall be subject to suspension upon the determination therefore by the Chief of Police.
3. The Town shall make every effort to acquire the use of a firearms range for the purposes hereof, but in the event it cannot have such range made available for its use, this provision shall be considered waived during the interim.
4. Each officer shall be provided up to one hundred (100) rounds of ammunition for duty related weapons practice every two (2) months. Requests shall be made on the form provided by the Department.

**ARTICLE 18**  
**LEGAL BENEFITS**

**Section 18.1:** The legal benefits for members against whom civil damage suits are brought for matters arising or criminal, while acting within the scope of their authority and within the course of their employment shall be as provided by the policies of insurance relating thereto and the provisions of Section 111.065, Florida Statutes.



**ARTICLE 19**  
**PROBATIONARY PERIOD AND TERMINATION**

**Section 19.1:** For all sworn employees or employees hired to become sworn after 2019 contract year ratification, the one year probation period begins when the officer has fully and successfully completed the Field Training Program and not when they begin the police academy or sworn into service. For sworn employees, an end-of-probation evaluation will take place two weeks prior to one year from the date the officer has fully and successfully completed the Field Training Program. Employees may not be promoted while on probation nor can they file a grievance over disciplinary actions taken by the Town. Grievances addressing other alleged violations of this Agreement may only be filed and processed in accordance with Article 31.

For all sworn employees or employees hired before ratification, the one-year probation period begins when the officer is sworn in and not when they begin the academy. For sworn employees and end-of-probation evaluation will take place one year from the date the officer is sworn in. Employees may not be promoted while on probation, nor can they file a grievance over disciplinary actions taken by the Town. Grievances addressing other alleged violations of this Agreement may only be filed and processed in accordance with Article 31.

**Section 19.2:** Employees desiring to resign shall submit their resignation notice at least two (2) weeks in advance of the effective date. Unless fired for cause, any employee who submits their resignation may be permitted to continue their employment for the two (2) week notice period. By mutual written agreement between the employee and the Town, there may be an earlier termination date. A resignation, once tendered in writing and presented to the Chief of Police, is deemed accepted and is not revocable by the employee.

ARTICLE 20  
MEDICAL BENEFITS

Section 20.1: Members may be required to take a psychological examination to determine fitness for duty when the Town has a reasonable suspicion that the employee is unfit to perform his/her duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion testing shall not be required except upon the final approval of the Police Chief, in consultation with the Town Manager, after the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:

- A. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

Section 20.2: Any member of the public service who sustains an injury, or incurs an illness which arises out of and in the course of their employment by the Town of Jupiter, and which is compensable under the Worker's Compensation Law of the State of Florida, and who in consequence thereof is temporarily disabled and rendered unable to perform their normal duties of Town employment, shall, upon meeting the requirements of this section, receive duty disability leave in accordance with the conditions hereinafter set forth in this Article. All accidents shall be reported within 24 hours of the accident or as soon as practicable.

1. Medical Report and Certification Required. All requests for duty disability leave must be accompanied by a medical report from the physician agreeable to the Town or the member's authorized medical representative which shall be on the form of the initial medical report in use by the Florida Industrial Commission, and which shall state affirmatively that the employee is temporarily unable to perform the normal duties of Town employment and that they are therefore eligible for duty disability leave.
2. Approval by Department Head. The Chief of Police may approve or deny a request for duty disability leave after an investigation to determine the validity of the request. The Chief of Police shall certify that (a) the injury or illness arose out of and in the course of employment by the Town, (b) was not fully self-inflicted or the result of the employee's gross negligence or horseplay, (c) that the employee's activity at the time and place of the injury or activity from which the illness arose was both authorized and proper and not in violation of any rules or regulations concerning safety work methods, procedures or equipment for the job as required by the department or the Town generally. The Chief's action shall be subject to review by the Town Manager who may approve or reverse the Chief's decision.
3. Duties of Certified Employee. Any employee receiving duty disability leave shall report to a physician agreeable to the Town, or the member's authorized representative, periodically at the times the Town shall reasonably require. Failure of an employee to

appear for a scheduled physical examination shall be grounds for immediate cancellation of said leave; unless the failure to appear is excused by the Town Manager.

4. Credit for Benefits Paid. The net duty disability leave benefits paid to an employee under sub-section (4), who is on duty disability leave shall be deducted from any award of Worker's Compensation to the employee, whether for temporary or permanent disability, and shall apply as advance payments of compensation, provided by Section 440.20 (11), Florida Statutes.
5. Commencement of Benefits. Employees who have completed their probationary period shall receive duty disability commencing the first day of lost time. Other employees shall receive duty disability benefits after the first fourteen calendar days of lost time.
6. Duration of Benefit. An employee who is granted duty disability leave shall receive their regular salary based on the pay rate applicable at the time of injury or illness, exclusive of overtime, plus longevity pay if applicable, less all workers' compensation payments. Duty disability leave shall be allowed for the duration of actual disability, up to a maximum of 90 calendar days. Separate injuries shall create separate periods of coverage. If an employee is unable to return to work at the end of the said 90 days, their case shall be reviewed by a committee composed of a physician agreeable to the Town, the Chief of Police and a person designated by the Town Manager. The review committee shall make recommendations and thereafter order the benefits to continue for the duration of the actual disability, up to an additional 270 calendar days, or that the benefits shall not be extended.
7. Termination of Duty Disability Leave. Duty disability leave benefits shall be terminated by any of the following events:
  - (a) Recovery certified by a physician agreeable to the Town.
  - (b) Permanent disability certified by a physician agreeable to the Town. Thereafter, the Chief of Police shall immediately submit a request for duty disability retirement to the pension board. The employee shall thereupon receive accumulated sick leave payments which shall cease upon said retirement being granted. In no case shall an employee receive more than one kind of salary continuation benefits for the same period of time whether duty disability leave, sick leave or duty retirement benefits (pension).
  - (c) Termination of employment whether by resignation, discharge or death of said employee.
  - (d) Employment of any form, including self-employment.
  - (e) Employee's refusing employment with the Town suitable to their law enforcement capacity which is offered to or procured for them. The Town Manager may approve such refusal of work and thereby approve the continuation of duty disability leave.

- (f) The expiration of the 90-day period is in accordance with Section 7 above.
8. Annual Leave. Shall accrue during all periods for which an employee is granted duty disability leaves.
  9. Use of Paid Leave. The general principle underlying the granting of duty disability leave benefits to an employee with a service connected disability is that the total payments from the Town, together with Worker's Compensation benefits, shall not exceed the employee's regular gross pay, exclusive of overtime. All efforts shall be made by the Town to coordinate payments from its Worker's Compensation carrier, however, it shall be the responsibility of the employee to return any overpayment by either the Town or its Worker's Compensation carrier which are over and above the employee's regular gross pay, exclusive of overtime. Such leave is provided so that economic security shall be available to an employee. Duty disability leave shall not be considered as a right which an employee may use at their discretion, but rather as a privilege which shall be allowed only in case of duty connected disability and subject to the applicable provisions contained therein.
  10. Computation. Duty disability leave time shall be computed as use in the same manner prescribed for annual leave.

ARTICLE 21  
INSURANCE

Section 21.1: Bargaining unit members may participate in the payment of medical, dental and long-term disability insurance on the same basis as for other presently employed Town employees. The Town hereby recognizes, and incorporates by reference Town Policy HRM 6.01.

Section 21.2: In addition to the current \$100.00 per month supplemental retirement benefit provided in Sec 15-271.1 of the Jupiter Code of Ordinances which is available for healthcare premiums, the Town amended the pension ordinance for Police Retirees to include an additional subsidy. The amount of the subsidy is based on service credit at retirement. \$5.00 for each year of service, with a minimum monthly subsidy of \$30.00 and a maximum of \$150.00. Retirees in DROP are not eligible to receive health insurance subsidy payments until their DROP Participation ends.

Section 21.3: The Town shall continue to contribute and participate in the existing life insurance program in order to provide adequate assistance and coverage of funeral expense and death benefits for a member who dies in the line of duty.

ARTICLE 22  
FUNERAL LEAVE

Section 22.1: If an employee has a death in the immediate family, the employee shall be entitled to three (3) paid working days to attend the funeral of the deceased. Immediate family for the purpose of this section shall include spouse, children, grandchildren, parents, grandparents, spouse's grandparents, brother and sister, brother-in-law, sister-in-law, parents-in-law, grandparents-in-law, and domestic partners.

Section 22.2: In the event that one-way travel of four hundred (400) miles or more is required, an additional two (2) paid working days shall be granted to the employee.

**ARTICLE 23**  
**MILEAGE**

**Section 23.1:** When Town vehicles are not available, the Town agrees that any member who is authorized to use their own vehicle in the performance of active police duty shall be compensated at the rate allowed annually by the Internal Revenue Service for automobile reimbursement.

ARTICLE 24  
LONGEVITY PAY

Section 24.1: The Town shall endeavor to continue participation in the State Incentive Pay Program under revenue sharing as long as it is offered during the term of this Agreement.

Section 24.2: The Town shall only grant longevity pay where an employee meets the criteria specified below.

Level 1 - Upon completion of five (5) consecutive years of employment as a full-time employee, the employee shall be paid Two Hundred Fifty Dollars (\$250.00) as longevity pay upon the employee's anniversary date of original employment and annually thereafter until completion of nine (9) consecutive years of full-time employment.

Level 2 - Upon completion of nine (9) consecutive years of employment as a full-time employee, the employee shall be paid Three Hundred Seventy Five Dollars (\$375.00) as longevity pay upon the employee's anniversary date of original employment and annually thereafter on the said anniversary date until retirement or separation from the Town of Jupiter.

Level 3 - Upon completion of fifteen (15) consecutive years of employment as a full-time employee, the employee shall be paid Five Hundred Dollars (\$500.00) as longevity pay upon the employee's anniversary date of original employment and annually thereafter on the said anniversary date until retirement or separation from the Town of Jupiter.

An employee's anniversary date for longevity pay purposes shall remain fixed and shall not be affected by a change in position anniversary date.



**ARTICLE 25**  
**SICK LEAVE**

**Section 25.1:** Sick leave shall accrue and be granted in the same manner and fashion as other Town employees.

**Section 25.2:** Upon resignation, retirement, or permanent disability, members who have a minimum of two (2) years of continuous full-time employment shall be paid for the total accrued unused sick time balance up to a maximum of 480 hours, on a percentage basis as follows:

2-5 years = 30% conversion  
6-10 years = 40% conversion  
10+ years = 50% conversion

**Section 25.3:** Employees hired prior to April 1, 2011, who have a minimum of two (2) years of continuous full-time employment shall be paid upon resignation, retirement, or permanent disability for the total accrued unused sick time balance, up to a maximum of the total sick time balance the employee has on April 1, 2011, on a percentage basis as specified in Section 25.2.

**Examples:**

Employee A has 1000 hours of sick leave accrued on April 1, 2011. He continues to accrue sick leave and does not use any sick leave, and when he decides to retire with 20 years of service, he has 1200 hours total accrued sick leave. When he retires, he is paid out 50% of 1000 hours of sick leave.

Employee B has 400 hours of sick leave accrued on April 1, 2011. She continues to accrue sick leave and does not use any sick leave, and when she decides to retire with 20 years of service, she has 600 hours total accrued sick leave. When she retires, she is paid out 50% of 480 hours of sick leave.

Employee C has 1000 hours of sick leave accrued on April 1, 2011. He continues to accrue sick leave, but also uses sick leave in the meantime. When he decides to retire with 20 years of service, he has 800 hours total accrued sick leave. When he retires, he is paid out 50% of 800 hours of sick leave.

Employee D is hired by the Town on May 1, 2011. She accrues and uses sick leave, and when she decides to retire with 20 years of service, she has 1000 hours total accrued sick leave. When she retires, she is paid out 50% of 480 hours of sick leave.

**Section 25.4:** Sick Leave Conversion Option - Each year on the employee's anniversary date of employment, a review shall be made of that employee's sick time usage for the immediately preceding twelve months. Any unused sick time accumulated since the employee's last anniversary date in excess of forty-eight (48) hours, at the employee's option, may be converted into vacation leave, subject to scheduling. This conversion is not mandatory; an employee may choose to leave this time as accrued sick time. If the employee chooses to leave this time as sick time, they cannot convert this unused sick time at a later date. The decision to convert to vacation leave or to leave as sick time is irrevocable for each period. Employees who retire but not resign between anniversary dates can convert

the unused sick time since their last anniversary date on a pro-rata basis. For each day you use, you lose the option of converting a day.

Any member, who enters **DROP**, may elect to carry over the non-cashed portion of their Sick Leave Bank. Upon termination of employment, those number of hours carried forward will be deducted from the remaining bank.

ARTICLE 26  
UNIFORMS AND EQUIPMENT

Section 26.1: The Town shall furnish uniforms to all members who are required to wear such uniforms in the performance of their duties as is now provided by the Town. Recommendations concerning comfort and safety standards may be brought to the Police of Chief's attention through the Employee Advisory Group or any labor-management committee created pursuant to Article 35, Section 1.

Section 26.2: Any uniforms or related equipment initially supplied by the Town, which is damaged or destroyed while the member is acting in the performance of their duties, shall be replaced by the Town within a reasonable period of time at no cost to the member.

Section 26.3: Non-uniformed or plain clothes members, whose assignment is expected to continue for a period of at least (1) one year or upon assignment to the Detective Bureau, shall receive an annual clothing allowance of \$700.00 during this contract. This amount shall be paid out on the first paycheck in February. However, Police Officers and Police Sergeants who are newly assigned to non-uniformed assignments shall have the option to receive three hundred dollars (\$300) paid in one lump sum if assignment begins before February, and the remaining four hundred dollars (\$400) paid out on the first paycheck in February. This assists the Police Officer or Police Sergeant in the purchase of clothing/equipment required for this new assignment. The Town will reimburse each Police Officer and Police Sergeant up to \$140.00 for the purchase of Department approved footwear based upon their current job assignment.

Section 26.4: Uniformed members shall receive a cleaning allowance of \$500.00 during this contract. This amount shall be paid out on the first paycheck in February. However, the Town may arrange for sole source service as an alternative to paying this allowance.

Section 26.5: The Town shall furnish the necessary leather equipment and all other accessories necessary to perform the duties and responsibilities of a sworn law enforcement officer.

Section 26.6: The Town shall provide a handgun as a duty weapon for any sworn officer requiring a weapon. The make and model of Department issued handguns shall be determined by the Chief of Police. Officers must qualify with any weapon they intend to use on duty or off duty and a card registering the weapons with which they have qualified shall be kept on file at the Police Department. In the event the weapons need repair, the Town shall provide the employee with a suitable replacement weapon while the issued weapon is being repaired.

Section 26.7: It shall be the responsibility of each member to check any vehicle which has been assigned to them to assure it is in safe operating condition prior to use or operation. All employees are to immediately report any suspected unsafe condition to their immediate supervisor. If the supervisor believes that the vehicle is in such an unsafe condition to be a hazard to the operator or the public, the Chief of Police shall be the final authority as to inspection and repairs needed to release a vehicle into service.

Section 26.8: The ammunition distributed to the members shall be of the same caliber the member carries while on duty as authorized by the Chief of Police.

**Section 26.9:** The employee shall make reasonable efforts to have the exterior of their assigned police vehicle washed and its interior cleaned once each week.

**Section 26.10:** The motorcycle units shall be replaced when deemed necessary by the Town.

**Section 26.11:** Recommendations on additional equipment and safety issues may be taken to the Chief of Police by the Employee Advisory Group described in Article 35, Section 1 of the Agreement.

**Section 26.13:** The Town has the exclusive right to determine the uniform and the uniform for special events.

ARTICLE 27  
ASSIGNMENT PAY

Section 27.1: Those officers selected and assigned to a 2-wheel motorcycle patrol duty shall receive three percent (3%) of their regular (base) pay. Members designated official Traffic Homicide Investigators for the Town, shall receive two percent (2%) of their regular (base) pay.

Section 27.2: Those officers selected and assigned as Master Police Officers (MPOs) shall receive assignment pay equal to eight percent (8%) of their regular (base) pay.

Section 27.3: Those officers selected and assigned as Police Officer First Class (POFC) shall receive assignment pay equal to five percent (5%) of their regular (base) pay.

Section 27.4: Canine (K-9) officers shall receive three (3) hours of compensatory time per week for compensation associated with care and maintenance of the dog.

Section 27.5: Those officers selected and assigned as Detectives shall receive an additional five percent (5%) of their regular (base) pay.

Section 27.6: Employees who have been licensed by N.I.T.V. as Computer Voice Stress Analyzer (C.V.S.A.) operators and are actively engaged during the term of this agreement as a C.V.S.A. operator shall receive assignment pay equal to two percent (2%) of their regular (base) pay.

Section 27.7: Those employees who have been designated as Firearms Coordinators shall receive assignment pay equal to two percent (2%) of their regular (base) pay.

Section 27.8: Those officers selected and assigned to the Marine Unit and Beach Unit shall receive assignment pay equal to three percent (3%) of their regular (base) pay.

Section 27.9: Those officers that have been designated as Crime Prevention Practitioners by the State Attorney General's Office or a member of NET shall receive assignment pay equal to three percent (3%) of their regular (base) pay. Officers eligible for assignment pay under Section 27.9 are only eligible for the 3% assignment pay as a Crime Prevention Practitioner or a NET member, but not both.

Section 27.10: If a Detective, Officer First Class, or Master Patrolman is promoted to the rank of Sergeant, his/her incentive pay percentage will be calculated into his/her hourly wage.

Section 27.11: Those officers selected and assigned to any Multi-Agency Task Force, Dive Team, Hostage Negotiations Team, or Canine (K-9) Officers shall receive four (4) hours per month Quality Leave, with supervisor approval. Quality Leave shall be available to use in .25 hour increments and shall not be used within the last two weeks of employment separation or retirement. Quality Leave shall have no cash value, and employees shall receive no payment for such hours upon separation from employment, whether voluntary or involuntary. The use of Quality Leave requires submission of a leave form and prior approval by the Chief of Police, who shall consider departmental needs and impact before granting a request.

Section 27.12: Those Officers selected and assigned as SWAT shall receive assignment pay equal to five percent (5%) of their regular (base) pay.

Section 27.13: Those Officers selected and assigned as an Agent to the Operations Support Bureau shall receive assignment pay equal to five percent (5%) of their regular (base) pay.

Section 27.14: Those Officers selected and assigned to Strategic Response Team (SRT) shall receive assignment pay equal to three percent (3%) of their regular (base) pay.

Section 27.15: The Sergeant selected and assigned to the Special Operations Division shall receive assignment pay equal to five percent (5%) of their regular (base) salary.

Section 27.16: For the purpose of this agreement, those officers identified above receiving additional assignment pay may only accumulate a maximum of eight percent (8%) cap above their regular (base) rate of pay, except for MPOs who may receive a maximum of ten percent (10%) cap above their regular (base) rate of pay.

Section 27.17: The selection of a bargaining unit member to any and all of the aforementioned assignments will be determined through a selection process specific to each assignment. The number of positions within said assignments will be determined by management.

Section 27.18: Officers who are being promoted to the rank of Sergeant will receive a 10% increase to their annual base salary, or the next highest step of the Sergeant's Step plan, whichever is highest. For Officers being promoted to the rank of Sergeant who are receiving an assignment pay for Detective, PFC or MPO, their annual base salary shall include those assignment pays and they will receive the 10% increase to set their first year Sergeant pay. This may result in a salary not included in the Sergeant Step Plan. On the first anniversary of their promotion date they will then be placed on the next Step in the Sergeant Step Plan included in Article 30.

ARTICLE 28  
WORK WEEK AND OVERTIME

Section 28.1: The basic work week of service for all Road Patrol Officers and Sergeants shall consist of one of the following:

- A. Four (4) eleven and a quarter (11.25) hour days scheduled on a four days off, four days on working basis, with four (4) eight (8) hour shifts per year to be worked for training purposes, totaling no more than 2080 regular hours in a year. Seniority shall apply to choosing day or night shifts, and placement on shifts and work teams shall be by decision of the Chief of Police.
- B. Four (4) eleven (11) hour days scheduled on a four days off, four days working basis, with seven (7) ten (10) hour shifts and one (1) eight (8) hour shifts per year to be worked for training purposes, totaling no more than 2080 regular hours in a year. Seniority shall apply to choosing day or night shifts, and placement on shifts and work teams shall be by decision of the Chief of Police.

**\*\* Options A or B will be determined at management's discretion with training days prorated accordingly. Changes between options A and B would become effective the first day of the 28 day cycle which commences on or after July 1<sup>st</sup> of each year, otherwise known as "annual shift bid", as referenced in Article 11, Section 11.2(5) and 11.2(6)**

- C. All other bargaining members work week of service shall be five (5) eight (8) hour days or four (4) ten (10) hour days.

Section 28.2: Bargaining unit members shall be given a fifteen (15) working day notice of any designated work week change affecting the aforementioned work schedules or hours.

Section 28.3: Work schedules shall not be changed or altered to avoid payment of overtime. However, by mutual agreement, an Officer or Sergeant may adjust their work schedule to accommodate attendance for advanced or specialized unit training. Prior approval must be obtained by the Specialized Unit Commander and the Officer or Sergeant's Bureau Commander. A member working a non-road patrol assignment (pursuant to the current organizational chart) shall work on a holiday if the bureau commander has recommended to the Chief of Police, and it is approved by the Chief of Police, that it is necessary for appropriate staffing of that shift. The member shall receive at least 72 hours' advance notice if it is determined he/she shall not be needed to work that shift.

Section 28.4: Bargaining unit members shall be given adequate notice of any change in their regular hours of work except where an emergency exists. Bargaining unit members required to work beyond their normal duty hours during a riot, hurricane or other emergency conditions as designated by Chief of Police are entitled to either compensatory time or pay at the rate of one and one-half (1.5) times the normal hourly rate.

Section 28.5: Bargaining unit members shall be allowed to accumulate a maximum of one hundred eighty (180) hours of accumulated compensatory time. The Town may require members to use

compensatory time over one hundred (100) hours with seventy-two (72) hour notice. The Town may elect to pay members for any hours accrued over one hundred (100) hours.

Section 28.6: Whenever a bargaining unit employee is required to attend any Court related matter, with or without a subpoena not on their regularly assigned shift, the Town shall compensate the employee for a minimum of three (3) hours pay at the established rate of one and one-half of the member's regular rate of pay, except as otherwise provided herein.

Section 28.7: When it is necessary for a member to return to work, not on their assigned shift, the Town agrees to compensate the employee for a minimum of four (4) hours pay at the established rate of one and one-half (1.5) times the member's normal hourly rate, except as otherwise provided herein.

Section 28.8: Whenever possible, all Court appearances that require written subpoena to be served on a bargaining unit member shall be served at the earliest possible time by an officer authorized to do so by the Court. Whenever possible, the subpoena shall be served in person.

Section 28.9: When it is necessary for an employee to attend Court on a Town related proceeding or to be present for official Town duty out of Palm Beach County, the Town shall compensate the employee at the member's regular straight time rate of pay. Unless transportation is furnished, the employee shall also receive mileage benefits to and from the designated point in accordance with Article 23.

Any payment made or funds received by the employee from the other jurisdiction for per diem, transportation or otherwise, shall be assigned and paid over to the Town as general revenue.

Section 28.10: Unusual circumstances may require that a bargaining unit member find it necessary to request a change of their scheduled shift. Without obligating the Town to pay overtime, bargaining unit members may work for or change shifts with another bargaining unit member performing similar duties. Such determination of duty compatibility and approval shall rest with the Chief of Police. At least three (3) days written notice shall be required. No reasonable request shall be denied.

Section 28.11: Each member will be paid \$11.00 per shift in addition to the member's regular salary when the member is required to work the night shift. Night Shift shall be defined as any shift that begins on or after 4:30pm and ends on or after 1:30am with a minimum of eight (8) hours worked.

Section 28.12: Members shall be assigned to permanent non-rotating shifts with permanent days off, in accordance with Article 11, Section 11.2(5) and 11.2(6).

Section 28.13: The shift selection shall be made by the member and the Town according to their seniority and qualifications. Once the appropriate shift is selected the member shall remain on that shift until:

- (a) a shift vacancy occurs
- (b) a new shift position is opened
- (c) a new shift is created
- (d) evaluation falls below satisfactory or
- (e) the provision of Article 11, Section 11.2(6)



In the event a specialty shift is opened, seniority and qualifications shall be considered.

Section 28.14: In 12 (a) above, when a position becomes available for any reason, an Officer can submit in writing a request to fill that position 10 days prior to the date the position is scheduled to take effect. If not a specialty shift, the member with the greatest seniority and qualifications shall be granted the shift. Members may exchange shifts, however. Both members must notify the Chief of Police in writing 10 days in advance of the change. When notification is made, the member shall be responsible for reporting to their designated shift. If the shift change is temporary, the member shall indicate in a memo to the Chief of Police that the shift change is temporary, the date the change will take effect and the date the member will return to their assigned shift. The members will be responsible for returning to their assigned shift. The Department will be responsible for staffing allocations and shift maintenance. The Department will assure a minimum allocation of staffing per shift. It will be the Department's responsibility to substitute officers to staff shifts lacking in staffing due to sick, vacation or compensatory time.

ARTICLE 29  
ACTING SUPERVISOR

Section 29.1: Whenever an employee is required to serve under the full capacity of an acting supervisor, the employee shall be compensated an additional ten percent (10%) of their regularly hourly rate of pay for each hour worked beyond two consecutive shifts.

Section 29.2: All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Chief of Police.

**ARTICLE 30**  
**COMPENSATION**

**Section 30.1:** Officers hired during the term of this contract will be paid in accordance with the following step plan:

**Step Plan**

Start	\$ 58,100.00		
Step 1	\$ 59,600.00	Step 7	\$ 80,110.73
Step 2	\$ 63,018.45	Step 8	\$ 83,529.18
Step 3	\$ 66,436.91	Step 9	\$ 86,947.64
Step 4	\$ 69,855.36	Step 10	\$ 90,366.09
Step 5	\$ 73,273.82	Step 11	\$ 93,784.55
Step 6	\$ 76,692.27	Step 12	\$ 97,203.00

**\*\* All step increase will take place annually on officer's anniversary date.**

**\*\* Step 11 shall become available October 1, 2020 and Step 12 shall become available October 1, 2021.**

**Section 30.2:** All current bargaining unit members will be paid in accordance with the following:

**Officers**

On each officer's hire date ("Service Anniversary"), the Town will take the officer's base annual salary effective as of October 1, 2019 ("Base Salary") and subtract it from the step which correlates with years of service for the third year of the contract. ("Increment")

Increases will be provided in increments as follows:

- i) Year 1: Base Salary + 1/3 of the increment
- ii) Year 2: Base Salary + 2/3 of the increment
- iii) Year 3: Base Salary + 100% of the increment

**\*\* See Appendix "A" for a complete listing of all active officers' salaries over the term of this contract.**

## **Sergeants**

**Section 30.3:** During the term of this contract Sergeants will be paid in accordance with the following step plan:

Year 1 & Year 2		Year 3	
Step 1	\$ 95,000.00	Step 1	\$ 95,000.00
Step 2	\$ 100,666.67	Step 2	\$ 100,666.67
Step 3	\$ 106,333.34	Step 3	\$ 106,333.34
Step 4	\$ 112,000.00	Step 4	\$ 112,000.00
		Step 5	\$ 115,000.00

**Section 30.4:** Sergeants currently employed will be eligible to proceed to the next highest step based on the Sergeant's current salary in Section 30.1 on the anniversary on their promotion.

**\*\* See Appendix "B" for a complete listing of all active Sergeants' salaries over the term of this contract**

**Section 30.5:** Performance evaluations shall be given once a year, one month prior to the Officer's anniversary date or Sergeant's promotion date. However, the proposed step increase will be effective on the officer's actual anniversary or sergeant's promotion date subject to completion of a satisfactory performance evaluation. No step increase shall be paid if an officer's or sergeant's performance review shows a less than satisfactory rating. Performance evaluations shall be administered pursuant to the Town's Performance evaluations policy, HRM 7.01. For officer's hired as police officers in training, performance evaluations will be in accordance with Section 19.1.

An officer or sergeant whose evaluation does not illustrate satisfactory performance shall be placed on performance improvement plant. A step increase shall not be granted until an employee meets all standards of performance and will not be retroactive to their anniversary date.

**Section 30.6:** The Chief of Police is authorized to pay newly hired police officers up to Step 4 of Section 30.1, "Step Plan", for previous law enforcement experience.

**Section 30.7:** The Chief of Police is authorized to award one additional step within a fiscal year for officers or sergeants deemed "Exceptionally High Performers".

ARTICLE 31  
GRIEVANCE PROCEDURE

In a mutual effort to provide harmonious relations between the parties to this Agreement, it is agreed that there shall be a procedure for the resolution of grievances. A grievance is defined as a dispute involving the interpretation or application of the collective bargaining agreement. A dispute over disciplinary action is not a grievance, but shall be referred to as an appeal of disciplinary action. The process for handling appeals of disciplinary action is set forth in Article 32, Disciplinary Appeals of this Agreement.

The following shall be the sole procedure for resolving grievances. Only the Union can advance a grievance to arbitration on behalf of one of its members.

Section 31.1: (Step 1): The aggrieved employee shall discuss the grievance or dispute with their District Commander within five (5) working days of the occurrence of knowledge of the matter giving rise to the grievance. The District Commander shall attempt to adjust the matter and respond to the employee presenting the grievance within five (5) working days.

Section 31.2: (Step 2): If the grievance is unresolved, the aggrieved employee shall present their written grievance to the appropriate Bureau Commander within five (5) working days after the response from the District Commander is due. The written grievance shall set forth a statement of the following:

1. The facts upon which it is based;
2. The alleged violations of the agreement;
3. The remedy or adjustment requested;
4. The signature of the Union and the aggrieved employee; and
5. The date on which the statement was filed.

The Bureau Commander shall respond, in writing, within five (5) working days.

Section 31.3: (Step 3): If the grievance is unresolved, the aggrieved employee shall present their said written grievance to the Chief of Police within five (5) working days after the response from the Bureau Commander is due. The Chief of Police shall respond, in writing, within five (5) working days.

Section 31.4: (Step 4): If the grievance is unresolved, the employee shall present their said written grievance to the Town Manager within five (5) working days after the response from the Chief of Police is due. The Town Manager shall respond in writing within five (5) working days to the employee.

Section 31.5: (Step 5): If the grievance is still unresolved, the Union may request arbitration, in writing, to the Town Manager, no later than five (5) working days after the rendering of a decision by written response of the Town Manager. The arbitrator shall be chosen by the request by either the Town or the PBA of a list of seven (7) random arbitrators from the Federal Mediation and Conciliation Service (FMCS). By decision of a coin toss, either the PBA or the Town shall strike names alternately from the list until one name remains. The arbitrator's finding and decision shall be binding on both parties. The parties shall share equally the expenses of the arbitrator and the transcript of the hearing.

**Section 31.5:** Pursuant to this Agreement, an employee shall be prohibited from filing a grievance while said employee is on probation as defined in Article 19. During an employee's probationary period, only PBA may file a grievance on their behalf if a breach of this Agreement is asserted. Grievances filed by PBA on behalf of probationary employees shall be limited to the same matters as are provided for in this Article, other than disciplinary action.

ARTICLE 32  
DISCIPLINARY APPEALS

Section 32.1: Discipline is classified as either major or minor as follows:

MAJOR:           Termination  
                  Demotion  
                  Suspension without pay - more than two (2) days

No employee shall be subject to major discipline without first being afforded a pre-determination conference with the Chief of Police. A subsequent pre-determination conference with the Town Manager shall also be provided. No pre-determination conference shall be conducted with less than ten (10) calendar day notice to the employee.

MINOR:           Written reprimand  
                  Suspension without pay of two (2) days or less

Section 32.2: Appeals of disciplinary action shall be handled as follows:

- A. Major Discipline may be by appeal to an arbitrator, by using the same procedure for appointment of an arbitrator as set forth in Grievance Article above. The request for appointment of an arbitrator must be made in writing within ten (10) calendar days of notice of the Town's disciplinary action. The cost of the arbitrator shall be split by the Town and the Union equally.
- B. The arbitrator may sustain, reverse, or modify the discipline set by the Town Manager. The decision of the arbitrator is final and binding on the parties.
- C. Written reprimands may not be appealed but the employee may submit a written response provided the response is submitted within ten (10) days of the written reprimand. If a written response is submitted by the employee, it shall be attached to the written reprimand and placed in the employee's personnel file.
- D. Suspensions without pay of two (2) days or less may be appealed to the Town Manager whose decision shall be final. An appeal shall be filed in writing within ten (10) days of notice of the suspension without pay. The Town Manager shall conduct an investigation of the discipline and render a decision within twenty (20) days of the appeal. The Town Manager's decision may be to sustain, reverse, or modify the discipline. In no event shall the Town Manager's decision increase the discipline to more than a suspension without pay of two (2) days. The Town Manager may conduct interviews with the grievant, departmental staff, or members of the bargaining unit as part of his/her investigation of the discipline.
- E. Suspensions without pay of two (2) days or less that occur within a twelve (12) month period of a previous suspension without pay may be appealed to an arbitrator as set forth in paragraph A.
- F. For the purpose of this Agreement, a day is defined as eight (8) hours.

**ARTICLE 33**  
**MANAGEMENT RIGHTS**

**Section 33.1:** PBA recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and all the powers or authority which the Town has not officially abridged, delegated, or modified by this Agreement are retained by the Town. Management officials of the Town retain all the rights, in accordance with the Town charter and all applicable federal, state and local laws, ordinances and regulations, 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 just cause.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To maintain the efficiency of the operation of the Town.
- f. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and sub-contract existing and future work not in conflict with the provisions of this contract.
- g. To organize or reorganize the Town Government.
- h. To determine the number of employees to be employed by the Town.
- i. To determine the number, types and grades of positions or employees assigned to an organization unit, department or project.
- j. To establish internal security practices.

**Section 33.2:** That the Town Council has sole authority to determine the legislative policy, purpose and mission of the Town and the allocation of budgeted resources to accomplish said legislative policy, purpose and mission to be adopted.

**Section 33.3:** The Town Council has the sole discretion to determine that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, similar catastrophes, or exigencies. The provisions of this Agreement may be suspended by the Mayor or his/her designee during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.



**ARTICLE 34**  
**SAVINGS CLAUSE**

**Section 34.1:** If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 34.2:** In the event of invalidation of any article or section, both the Town and PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**Section 34.3:** Subject to actions taken as contemplated in Article 34, the Town agrees that all job benefits hereto enjoyed by the employees, who are not specifically provided for or abridged by the collective bargaining agreement, shall continue under the conditions which they have been granted. This Agreement shall not deprive any employee of any benefits or protections or relieve them of any responsibilities or duties granted by the laws of the State of Florida, Ordinances of the Town of Jupiter, or personnel rules and regulations of the Town of Jupiter.

**Section 34.4:** All benefits provided by the present personnel code of the Town Administration Manual shall be extended to bargaining unit members. Under no circumstances shall the personnel code override any matters or issues addressed or included within the articles of this contract.

ARTICLE 35  
EMPLOYEE ADVISORY GROUP

Section 35.1: There is hereby established a joint Employee Advisory Group, which group shall consist of eight (8) to ten (10) members consisting of a cross section of the Town of Jupiter Police Department, mutually agreed upon by PBA and the Chief of Police. PBA designates shall consist of persons from within the position classifications covered by this agreement, persons from within the Officers and Sergeants agreement, and the management designates shall consisted of persons within the department, but outside the bargaining unit as herein defined.

Section 35.2: This committee shall meet once quarterly, although the committee may meet more frequently by mutual consent.

Section 35.3: The purpose of this committee shall be to review matters of joint interest and concern for the welfare of the members of the department, and to make recommendations to the Chief of Police, provided that the decision of the Chief on any such recommendations is final and binding, and provided further that matters discussed in committee that are subject to its grievance procedure may be referred to that procedure by either party. No overtime shall be incurred as a result of attendance at this meeting.

ARTICLE 36  
DRUG-FREE WORKPLACE

Section 36.1: Bargaining Unit Members are subject to the Town's Drug-Free Workplace Program.

Section 36.2: The Town's policy is in accordance with the Florida Drug-Free Workplace Program as provided in Section 440.102, Florida Statutes and Rule 59A-24, Florida Administrative Code.

Section 36.3: Bargaining Unit Members shall abide by the General Orders pertaining to Post Accident drug testing.

ARTICLE 37  
COMMUNICABLE DISEASES

Section 37.1: The Town shall provide immunizations/screenings for all members of the bargaining unit who want to be immunized, as follows:

- A. Tetanus
- B. Hepatitis (Type B)
- C. Hepatitis Titer (Type B)
- D. Hepatitis Booster (Type B)
- C. Rubella (for females of child bearing age)
- E. Tuberculosis Screening
- F. Hepatitis (Type A), when not covered by Health Insurance

**ARTICLE 38**  
**PENSION**

**Section 38.1:** A detailed description of the Jupiter Pension Fund Documents can be found on the Resource Center website located under the Summary Plan Description. The Resource Center is the Plans Administrator for the Jupiter Pension Fund Plan.

ARTICLE 39  
DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective October 1, 2019 and shall continue in force and effect until its expiration date, September 30, 2022.

No salary increase or adjustment shall be paid beyond September 30, 2022, except as provided in a subsequent Memorandum of Understanding as may be negotiated and ratified by the parties.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

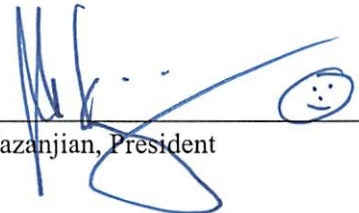
**FOR THE TOWN OF JUPITER**

\_\_\_\_\_  
Matt Benoit, Town Manager

\_\_\_\_\_  
Todd Wodraska, Mayor

\_\_\_\_\_  
Sally M. Boylan, Town Clerk

**FOR THE PALM BEACH COUNTY  
POLICE BENEVOLENT ASSOCIATION**

  
\_\_\_\_\_  
John Kazanjian, President

(Town Seal)

Date of ratification by Bargaining Unit:

Date of ratification by TOWN:

# Appendix “A”

## Officers

Emp#	Annual Base Salary	Hire Date	Year 3 Step	Year 3 Base Pay	Annual Increase	3 Year Increment	Year 1 Anniversary	Contract Year 1 Annual Saray at Anniversary	Year 2 Anniversary	Contract Year 2 Annual Saray at Anniversary	Year 3 Anniversary	Contract Year 3 Annual Saray at Anniversary
1112	81,849.75	08/20/2007	Step 12	\$ 97,203.00	\$ 5,117.75	15,353.25	08/20/2020	86,967.50	08/20/2021	92,085.25	08/20/2022	97,203.00
1200	60,065.21	04/03/2017	Step 5	\$ 73,273.82	\$ 4,402.87	13,208.61	04/03/2020	64,468.08	04/03/2021	68,870.95	04/03/2022	73,273.82
1166	68,836.86	09/15/2014	Step 8	\$ 83,529.18	\$ 4,897.44	14,692.32	09/15/2020	73,734.30	09/15/2021	78,631.74	09/15/2022	83,529.18
1017	87,281.70	01/14/2002	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	01/14/2020	90,588.80	01/13/2021	93,895.90	01/13/2022	97,203.00
1015	87,281.70	10/22/2001	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	10/22/2019	90,588.80	10/22/2020	93,895.90	10/22/2021	97,203.00
1122	77,369.70	10/27/2008	Step 12	\$ 97,203.00	\$ 6,611.10	19,833.30	10/27/2019	83,980.80	10/27/2020	90,591.90	10/27/2021	97,203.00
1023	87,281.70	04/08/2002	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	04/08/2020	90,588.80	04/08/2021	93,895.90	04/08/2022	97,203.00
931	87,281.70	09/28/1998	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	09/28/2020	90,588.80	09/28/2021	93,895.90	09/28/2022	97,203.00
1197	61,072.02	10/17/2016	Step 5	\$ 73,273.82	\$ 4,067.27	12,201.80	10/17/2019	65,139.29	10/17/2020	69,206.55	10/17/2021	73,273.82
1010	87,281.70	05/07/2001	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	05/07/2020	90,588.80	05/07/2021	93,895.90	05/07/2022	97,203.00
1037	87,281.70	01/06/2003	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	01/06/2020	90,588.80	01/06/2021	93,895.90	01/06/2022	97,203.00
1048	87,281.70	07/07/2003	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	07/07/2020	90,588.80	07/07/2021	93,895.90	07/07/2022	97,203.00
1138	75,866.01	04/05/2010	Step 12	\$ 97,203.00	\$ 7,112.33	21,336.99	04/05/2020	82,978.34	04/05/2021	90,090.67	04/05/2022	97,203.00
1121	79,051.69	08/11/2008	Step 12	\$ 97,203.00	\$ 6,050.44	18,151.31	08/11/2020	85,102.13	08/11/2021	91,152.56	08/11/2022	97,203.00
1108	82,237.66	05/21/2007	Step 12	\$ 97,203.00	\$ 4,988.45	14,965.34	05/21/2020	87,226.11	05/21/2021	92,214.55	05/21/2022	97,203.00
982	87,281.70	06/28/1999	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	06/28/2020	90,588.80	06/28/2021	93,895.90	06/28/2022	97,203.00
1054	87,281.70	02/02/2004	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	02/02/2020	90,588.80	02/02/2021	93,895.90	02/02/2022	97,203.00
1207	58,639.15	01/02/2018	Step 4	\$ 69,855.36	\$ 3,738.74	11,216.21	01/02/2020	62,377.89	01/02/2021	66,116.62	01/02/2022	69,855.36
1085	82,264.64	05/01/2006	Step 12	\$ 97,203.00	\$ 4,979.45	14,938.36	05/01/2020	87,244.09	05/01/2021	92,223.55	05/01/2022	97,203.00
1003	87,281.70	01/02/2001	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	01/02/2020	90,588.80	01/02/2021	93,895.90	01/02/2022	97,203.00
1031	87,281.70	09/03/2002	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	09/03/2020	90,588.80	09/03/2021	93,895.90	09/03/2022	97,203.00
1149	70,983.40	11/14/2011	Step 10	\$ 90,366.09	\$ 6,460.90	19,382.69	11/14/2019	77,444.30	11/14/2020	83,905.19	11/14/2021	90,366.09
1150	70,634.61	11/14/2011	Step 10	\$ 90,366.09	\$ 6,577.16	19,731.48	11/14/2019	77,211.77	11/14/2020	83,788.93	11/14/2021	90,366.09
1134	77,855.01	08/24/2009	Step 12	\$ 97,203.00	\$ 6,449.33	19,347.99	08/24/2020	84,304.34	08/24/2021	90,753.67	08/24/2022	97,203.00
574	87,281.70	02/18/1992	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	02/18/2020	90,588.80	02/18/2021	93,895.90	02/18/2022	97,203.00
1154	70,088.19	05/29/2012	Step 10	\$ 90,366.09	\$ 6,759.30	20,277.90	05/29/2020	76,847.49	05/29/2021	83,606.79	05/29/2022	90,366.09
1086	82,847.28	05/08/2006	Step 12	\$ 97,203.00	\$ 4,785.24	14,355.72	05/08/2020	87,632.52	05/08/2021	92,417.76	05/08/2022	97,203.00
1205	61,866.57	06/26/2017	Step 5	\$ 73,273.82	\$ 3,802.42	11,407.25	06/26/2020	65,668.99	06/26/2021	69,471.40	06/26/2022	73,273.82
1079	83,767.31	02/06/2006	Step 12	\$ 97,203.00	\$ 4,478.56	13,435.69	02/06/2020	88,245.87	02/06/2021	92,724.44	02/06/2022	97,203.00
1182	60,124.00	01/11/2016	Step 6	\$ 76,692.27	\$ 5,522.76	16,568.27	01/11/2020	65,646.76	01/11/2021	71,169.51	01/11/2022	76,692.27
1088	85,174.39	06/26/2006	Step 12	\$ 97,203.00	\$ 4,009.54	12,028.61	06/26/2020	89,183.93	06/26/2021	93,193.46	06/26/2022	97,203.00
1061	87,281.70	08/30/2004	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	08/30/2020	90,588.80	08/30/2021	93,895.90	08/30/2022	97,203.00
1202	59,476.40	04/03/2017	Step 5	\$ 73,273.82	\$ 4,599.14	13,797.42	04/03/2020	64,075.54	04/03/2021	68,674.68	04/03/2022	73,273.82
1183	63,131.61	01/11/2016	Step 6	\$ 76,692.27	\$ 4,520.22	13,560.66	01/11/2020	67,651.83	01/11/2021	72,172.05	01/11/2022	76,692.27
1213	59,620.97	06/25/2018	Step 4	\$ 69,855.36	\$ 3,411.46	10,234.39	06/25/2020	63,032.43	06/25/2021	66,443.90	06/25/2022	69,855.36
1180	61,950.76	09/21/2015	Step 7	\$ 80,110.73	\$ 6,053.32	18,159.97	09/21/2020	68,004.08	09/21/2021	74,057.41	09/21/2022	80,110.73
961	87,281.70	04/26/1999	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	04/26/2020	90,588.80	04/26/2021	93,895.90	04/26/2022	97,203.00
1103	82,659.82	03/12/2007	Step 12	\$ 97,203.00	\$ 4,847.73	14,543.18	03/12/2020	87,507.55	03/12/2021	92,355.27	03/12/2022	97,203.00
939	87,281.70	11/30/1998	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	11/30/2019	90,588.80	11/30/2020	93,895.90	11/30/2021	97,203.00
1148	70,235.36	11/14/2011	Step 10	\$ 90,366.09	\$ 6,710.24	20,130.73	11/14/2019	76,945.60	11/14/2020	83,655.85	11/14/2021	90,366.09
651	87,281.70	09/11/1995	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	09/11/2020	90,588.80	09/11/2021	93,895.90	09/11/2022	97,203.00
665	87,281.70	05/16/1994	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	05/16/2020	90,588.80	05/16/2021	93,895.90	05/16/2022	97,203.00
1044	87,281.70	03/31/2003	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	03/31/2020	90,588.80	03/31/2021	93,895.90	03/31/2022	97,203.00
897	87,281.70	04/13/1998	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	04/13/2020	90,588.80	04/13/2021	93,895.90	04/13/2022	97,203.00
1193	60,810.00	07/11/2016	Step 6	\$ 76,692.27	\$ 5,294.09	15,882.27	07/11/2020	66,104.09	07/11/2021	71,398.18	07/11/2022	76,692.27
1169	62,868.43	10/06/2014	Step 7	\$ 80,110.73	\$ 5,747.43	17,242.30	10/06/2019	68,615.86	10/06/2020	74,363.30	10/06/2021	80,110.73
772	87,281.70	02/12/1996	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	02/12/2020	90,588.80	02/12/2021	93,895.90	02/12/2022	97,203.00
1072	87,281.70	08/01/2005	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	08/01/2020	90,588.80	08/01/2021	93,895.90	08/01/2022	97,203.00



Emp#	Annual Base Salary	Hire Date	Year 3 Step	Year 3 Base Pay	Annual Increase	3 Year Increment	Year 1 Anniversary	Contract Year 1 Annual Saray at Anniversary	Year 2 Anniversary	Contract Year 2 Annual Saray at Anniversary	Year 3 Anniversary	Contract Year 3 Annual Saray at Anniversary
1118	79,913.56	05/12/2008	Step 12	\$ 97,203.00	\$ 5,763.15	17,289.44	05/12/2020	85,676.71	05/12/2021	91,439.85	05/12/2022	97,203.00
1195	60,053.69	09/26/2016	Step 6	\$ 76,692.27	\$ 5,546.19	16,638.58	09/26/2020	65,599.88	09/26/2021	71,146.08	09/26/2022	76,692.27
1066	87,281.70	01/24/2005	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	01/24/2020	90,588.80	01/24/2021	93,895.90	01/24/2022	97,203.00
953	87,281.70	03/08/1999	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	03/08/2020	90,588.80	03/08/2021	93,895.90	03/08/2022	97,203.00
1021	87,281.70	03/04/2002	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	03/04/2020	90,588.80	03/04/2021	93,895.90	03/04/2022	97,203.00
1156	68,508.37	02/04/2013	Step 9	\$ 86,947.64	\$ 6,146.42	18,439.27	02/04/2020	74,654.79	02/04/2021	80,801.22	02/04/2022	86,947.64
956	87,281.70	03/29/1999	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	03/29/2020	90,588.80	03/29/2021	93,895.90	03/29/2022	97,203.00
1175	63,528.43	04/27/2015	Step 7	\$ 80,110.73	\$ 5,527.43	16,582.30	04/27/2020	69,055.86	04/27/2021	74,583.30	04/27/2022	80,110.73
1041	87,281.70	02/18/2003	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	02/18/2020	90,588.80	02/18/2021	93,895.90	02/18/2022	97,203.00
1191	61,956.69	07/11/2016	Step 6	\$ 76,692.27	\$ 4,911.86	14,735.58	07/11/2020	66,868.55	07/11/2021	71,780.41	07/11/2022	76,692.27
1159	66,482.27	02/03/2014	Step 8	\$ 83,529.18	\$ 5,682.30	17,046.91	02/03/2020	72,164.57	02/03/2021	77,846.88	02/03/2022	83,529.18
1009	87,281.70	05/07/2001	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	05/07/2020	90,588.80	05/07/2021	93,895.90	05/07/2022	97,203.00
1186	61,186.65	04/04/2016	Step 6	\$ 76,692.27	\$ 5,168.54	15,505.62	04/04/2020	66,355.19	04/04/2021	71,523.73	04/04/2022	76,692.27
1142	75,622.66	08/23/2010	Step 12	\$ 97,203.00	\$ 7,193.45	21,580.34	08/23/2020	82,816.11	08/23/2021	90,009.55	08/23/2022	97,203.00
1216	58,853.52	10/15/2018	Step 3	\$ 66,436.91	\$ 2,527.80	7,583.39	10/15/2019	61,381.32	10/15/2020	63,909.11	10/15/2021	66,436.91
1170	63,528.98	11/10/2014	Step 7	\$ 80,110.73	\$ 5,527.25	16,581.75	11/10/2019	69,056.23	11/10/2020	74,583.48	11/10/2021	80,110.73
1057	87,281.70	05/03/2004	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	05/03/2020	90,588.80	05/03/2021	93,895.90	05/03/2022	97,203.00
1102	82,409.60	03/12/2007	Step 12	\$ 97,203.00	\$ 4,931.13	14,793.40	03/12/2020	87,340.73	03/12/2021	92,271.87	03/12/2022	97,203.00
889	87,281.70	12/15/1997	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	12/15/2019	90,588.80	12/15/2020	93,895.90	12/15/2021	97,203.00
1075	83,480.29	10/01/2005	Step 12	\$ 97,203.00	\$ 4,574.24	13,722.71	10/01/2019	88,054.53	10/01/2020	92,628.76	10/01/2021	97,203.00
1131	75,682.42	07/20/2009	Step 12	\$ 97,203.00	\$ 7,173.53	21,520.58	07/20/2020	82,855.95	07/20/2021	90,029.47	07/20/2022	97,203.00
1179	63,264.16	09/21/2015	Step 7	\$ 80,110.73	\$ 5,615.52	16,846.57	09/21/2020	68,879.68	09/21/2021	74,495.21	09/21/2022	80,110.73
1168	64,546.87	10/06/2014	Step 7	\$ 80,110.73	\$ 5,187.95	15,563.86	10/06/2019	69,734.82	10/06/2020	74,922.78	10/06/2021	80,110.73
1214	59,620.70	06/25/2018	Step 4	\$ 69,855.36	\$ 3,411.55	10,234.66	06/25/2020	63,032.25	06/25/2021	66,443.81	06/25/2022	69,855.36
838	65,097.98	04/30/2014	Step 8	\$ 83,529.18	\$ 6,143.73	18,431.20	04/30/2020	71,241.71	04/30/2021	77,385.45	04/30/2022	83,529.18
1070	86,630.79	05/09/2005	Step 12	\$ 97,203.00	\$ 3,524.07	10,572.21	05/09/2020	90,154.86	05/09/2021	93,678.93	05/09/2022	97,203.00
1203	61,174.16	06/26/2017	Step 5	\$ 73,273.82	\$ 4,033.22	12,099.66	06/26/2020	65,207.38	06/26/2021	69,240.60	06/26/2022	73,273.82
1133	78,104.58	08/03/2009	Step 12	\$ 97,203.00	\$ 6,366.14	19,098.42	08/03/2020	84,470.72	08/03/2021	90,836.86	08/03/2022	97,203.00
1022	87,281.70	04/08/2002	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	04/08/2020	90,588.80	04/08/2021	93,895.90	04/08/2022	97,203.00
1198	60,561.78	10/17/2016	Step 5	\$ 73,273.82	\$ 4,237.35	12,712.04	10/17/2019	64,799.13	10/17/2020	69,036.47	10/17/2021	73,273.82
1091	85,174.39	09/05/2006	Step 12	\$ 97,203.00	\$ 4,009.54	12,028.61	09/05/2020	89,183.93	09/05/2021	93,193.46	09/05/2022	97,203.00
1177	61,938.01	07/13/2015	Step 7	\$ 80,110.73	\$ 6,057.57	18,172.72	07/13/2020	67,995.58	07/13/2021	74,053.16	07/13/2022	80,110.73
805	87,281.70	07/01/1996	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	07/01/2020	90,588.80	07/01/2021	93,895.90	07/01/2022	97,203.00
1204	58,636.60	06/26/2017	Step 5	\$ 73,273.82	\$ 4,879.07	14,637.22	06/26/2020	63,515.67	06/26/2021	68,394.75	06/26/2022	73,273.82
1196	60,688.95	09/26/2016	Step 6	\$ 76,692.27	\$ 5,334.44	16,003.32	09/26/2020	66,023.39	09/26/2021	71,357.83	09/26/2022	76,692.27
1053	87,281.70	12/01/2003	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	12/01/2019	90,588.80	12/01/2020	93,895.90	12/01/2021	97,203.00
1217	57,088.60	10/15/2018	Step 3	\$ 66,436.91	\$ 3,116.10	9,348.31	10/15/2019	60,204.70	10/15/2020	63,320.81	10/15/2021	66,436.91
1101	82,409.61	02/20/2007	Step 12	\$ 97,203.00	\$ 4,931.13	14,793.39	02/20/2020	87,340.74	02/20/2021	92,271.87	02/20/2022	97,203.00
1129	77,942.23	06/01/2009	Step 12	\$ 97,203.00	\$ 6,420.26	19,260.77	06/01/2020	84,362.49	06/01/2021	90,782.74	06/01/2022	97,203.00
1212	58,030.20	05/29/2018	Step 4	\$ 69,855.36	\$ 3,941.72	11,825.16	05/29/2020	61,971.92	05/29/2021	65,913.64	05/29/2022	69,855.36
1098	81,880.01	12/11/2006	Step 12	\$ 97,203.00	\$ 5,107.66	15,322.99	12/11/2019	86,987.67	12/11/2020	92,095.34	12/11/2021	97,203.00
1076	84,885.44	10/17/2005	Step 12	\$ 97,203.00	\$ 4,105.85	12,317.56	10/17/2019	88,991.29	10/17/2020	93,097.15	10/17/2021	97,203.00
1222	58,075.31	08/12/2019	Step 3	\$ 66,436.91	\$ 2,787.20	8,361.60	08/12/2020	60,862.51	08/12/2021	63,649.71	08/12/2022	66,436.91
1185	63,262.77	03/07/2016	Step 6	\$ 76,692.27	\$ 4,476.50	13,429.50	03/07/2020	67,739.27	03/07/2021	72,215.77	03/07/2022	76,692.27
969	87,281.70	06/07/1999	Step 12	\$ 97,203.00	\$ 3,307.10	9,921.30	06/07/2020	90,588.80	06/07/2021	93,895.90	06/07/2022	97,203.00
1172	63,383.22	04/13/2015	Step 7	\$ 80,110.73	\$ 5,575.84	16,727.51	04/13/2020	68,959.06	04/13/2021	74,534.89	04/13/2022	80,110.73
1190	61,605.94	04/18/2016	Step 6	\$ 76,692.27	\$ 5,028.78	15,086.33	04/18/2020	66,634.72	04/18/2021	71,663.49	04/18/2022	76,692.27

# Appendix “B”

## Sergeants

Emp/Badge #	Promotion Year	Current Pay	Year 1 Step	Year 1 Amount	Year 2 Step	Year 2 Amount	Year 3 Step	Year 3 Amount
221/1114	12/10/2016	\$ 92,959.22	Step 2	\$ 100,666.67	Step 3	\$ 106,333.34	Step 4	\$ 112,000.00
216/0782	7/19/2002	\$ 111,030.70	Step 4	\$ 112,000.00	Step 4	\$ 112,000.00	Step 5	\$ 115,000.00
214/1104	4/1/2017	\$ 99,986.65	Step 2	\$ 100,666.67	Step 3	\$ 106,333.34	Step 4	\$ 112,000.00
222/1127	10/30/2018	\$ 89,502.52	Step 2	\$ 100,666.67	Step 3	\$ 106,333.34	Step 4	\$ 112,000.00
212/0584	9/1/2007	\$ 111,030.70	Step 4	\$ 112,000.00	Step 4	\$ 112,000.00	Step 5	\$ 115,000.00
213/0868	7/29/2016	\$ 111,030.70	Step 4	\$ 112,000.00	Step 4	\$ 112,000.00	Step 5	\$ 115,000.00
219/0968	12/5/2011	\$ 111,030.70	Step 4	\$ 112,000.00	Step 4	\$ 112,000.00	Step 5	\$ 115,000.00
217/1050	7/1/2016	\$ 109,019.67	Step 4	\$ 112,000.00	Step 4	\$ 112,000.00	Step 5	\$ 115,000.00
210/1036	5/4/2015	\$ 95,042.49	Step 2	\$ 100,666.67	Step 3	\$ 106,333.34	Step 4	\$ 112,000.00
220/0985	3/4/2009	\$ 111,030.70	Step 4	\$ 112,000.00	Step 4	\$ 112,000.00	Step 5	\$ 115,000.00
223/1136	10/30/2018	\$ 89,238.63	Step 2	\$ 100,666.67	Step 3	\$ 106,333.34	Step 4	\$ 112,000.00
218/0958	10/19/2005	\$ 111,030.70	Step 4	\$ 112,000.00	Step 4	\$ 112,000.00	Step 5	\$ 115,000.00
215/1084	12/8/2018	\$ 96,179.05	Step 2	\$ 100,666.67	Step 3	\$ 106,333.34	Step 4	\$ 112,000.00
211/0661	1/27/2003	\$ 111,030.70	Step 4	\$ 112,000.00	Step 4	\$ 112,000.00	Step 5	\$ 115,000.00

Years 1 and 2	
Step 1	\$ 95,000.00
Step 2	\$ 100,667.67
Step 3	\$ 106,333.34
Step 4	\$ 112,000.00

Year 3	
Step 1	\$ 95,000.00
Step 2	\$ 100,667.67
Step 3	\$ 106,333.34
Step 4	\$ 112,000.00
Step 5	\$ 115,000.00