

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF MANALAPAN**

**AND**

**PALM BEACH COUNTY**

**POLICE BENEVOLENT ASSOCIATION**

**October 1, 2020– September 30, 2023**

## TABLE OF CONTENTS

ARTICLE 1, PREAMBLE.....	4
ARTICLE 2, RECOGNITION.....	5
ARTICLE 3, NON-DISCRIMINATION .....	6
ARTICLE 4, DUES DEDUCTION.....	7
ARTICLE 5, MANAGEMENT RIGHTS.....	8
ARTICLE 6, PBA REPRESENTATION/UNION BUSINESS.....	10
ARTICLE 7, NO SOLICITATION AND USE OF BULLETIN BOARDS.....	12
ARTICLE 8, INTRODUCTORY PERIOD.....	14
ARTICLE 9, CODE OF CONDUCT.....	15
ARTICLE 10, NO STRIKES AND LOCKOUTS .....	16
ARTICLE 11, COMPLIANCE WITH RULES AND REGULATIONS .....	17
ARTICLE 12, GRIEVANCE AND ARBITRATION PROCEDURE.....	18
ARTICLE 13, VACATION.....	23
ARTICLE 14, SICK LEAVE .....	24
ARTICLE 15, HOLIDAYS.....	26
ARTICLE 16, COURT APPEARANCES AND CALL BACKS .....	27
ARTICLE 17, ASSIGNMENT PAY .....	28
ARTICLE 18, PERSONNEL RECORDS .....	29
ARTICLE 19, HEALTH INSURANCE.....	30
ARTICLE 20, UNIFORMS AND MAINTENANCE ALLOWANCE .....	31
ARTICLE 21, REPLACEMENT OF PERSONAL PROPERTY .....	32

ARTICLE 22, RETIREMENT .....	33
ARTICLE 23, TUITION REIMBURSEMENT .....	34
ARTICLE 24, HOURS OF WORK AND OVERTIME .....	35
ARTICLE 25, TRANSFERS AND SHIFT EXCHANGES .....	37
ARTICLE 26, TRAINING .....	39
ARTICLE 27, WAGES.....	40
ARTICLE 28, WORKERS' COMPENSATION.....	41
ARTICLE 29, FUNERAL EXPENSES AND BEREAVEMENT LEAVE .....	42
ARTICLE 30, BARGAINING UNIT MEMBERS' RIGHTS .....	43
ARTICLE 31, LONGEVITY PAY AND SERVICE AWARDS.....	44
ARTICLE 32, PHYSICAL FITNESS .....	45
ARTICLE 33, SEVERABILITY.....	46
ARTICLE 34, ENTIRE AGREEMENT .....	47
SIGNATURE PAGE .....	48

## **ARTICLE 1**

### **PREAMBLE**

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

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

## **ARTICLE 2**

### **RECOGNITION**

#### **Section 1.**

The Town recognizes the PBA as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission, Certification 10E-132, with respect to the working conditions, rates of pay and other conditions of employment for those employees of the Police Department working within the certified unit, to-wit;

#### **INCLUDED:**

All sworn law enforcement personnel of the Town of Manalapan police department in the following classifications: police officer and police sergeant.

#### **EXCLUDED:**

All other employees of the Town of Manalapan, excluding specifically the chief of police and lieutenant.

#### **Section 2.**

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

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

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

##### **Section 1.**

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

##### **Section 2.**

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

## **ARTICLE 4**

### **DUES DEDUCTION**

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

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

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

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

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

- a. To manage and direct the employees of the Town.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- c. To suspend, demote, discharge or take other disciplinary action against employees.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To maintain the efficiency of the operations of the Town and to set standards of police service to be offered to the public.
- f. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- g. To determine the organization of Town government.



- h. To determine the number of employees to be employed by the Town.
- i. To determine and implement the number, types and grades of positions of employees assigned to an organizational unit, department or project.
- j. To determine and implement effect internal security practices.
- k. To require employees to be in a physical and mental condition that allows them to effectively perform their normal duties.
- l. To promulgate reasonable departmental rules and regulations not in conflict with the provisions of this Agreement.

The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

All decisions regarding discipline and discharge are a management right expressly retained by the Town. The Town has a civil service system which governs discipline and discharge of Town employees, which system is applicable to bargaining unit members. Use of the grievance procedure for discipline, demotion and discharge is a non-mandatory subject of bargaining. This collective bargaining agreement does not contain any provisions which would bring this retained management right within the grievance procedure herein, and these topics are expressly excluded in all respects from this collective bargaining agreement.

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

## **ARTICLE 6**

### **PBA REPRESENTATION/UNION BUSINESS**

#### **Section 1.**

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

#### **Section 2.**

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

#### **Section 3.**

The Town agrees to establish a PBA time pool bank to be used for PBA representatives to conduct Union business, as defined in this Article. PBA members covered by this Agreement shall donate two (2) hours of vacation or compensatory leave time each year to the PBA time pool bank. The PBA time pool bank shall be capped at a maximum of twenty (20) hours and hold a minimum of four (4) hours. When the time pool bank reaches four (4) hours or fewer, each officer shall donate two (2) hours to replenish the time pool bank. The initial deduction shall be made from each member's vacation leave during the first pay period in the month after ratification of this Agreement. In subsequent years, said deduction shall be made during the first week of January from each member's vacation time or, if then accrued, compensatory time, based upon a written directive from the member. All unused donated time will be carried over from year

to year. Leave Time contributed to the bank shall be paid out when used on a dollar for dollar basis at the rate of pay of the Union representative(s).

Charges against the PBA time pool under this Article shall be used for PBA advocacy regarding contract administration or negotiations, including grievances, collective bargaining or other concerns regarding wages, hours and terms and conditions of employment at the Town level and to attend PBA Board meetings and PBA training programs within Palm Beach and Broward County. Charges against the PBA time pool shall be documented by the use of a Leave Approval Form (vacation request form) to be completed for each separate request. The form shall have the approval signatures of the Chief of Police or his designee, and the Association President or his designee. The Chief of Police or his designee may approve or deny use of this leave based upon the operational needs of the Department, and proposed reason for leave. No PBA member covered by the Agreement shall donate greater than eighteen (18) hours of leave time pursuant to this Agreement. The above form must be submitted to the Chief or his designee a minimum of seventy two (72) hours prior to the time the employee is requesting to use the time pool bank. Submission made with less than seventy two (72) hours' notice may be granted at the discretion of the Chief or his designee. In emergency situations the approval of time pool use may be obtained through the appropriate supervisor. Time spent by any employee that is compensated by use of the PBA time pool is not "hours worked" for the Town for purposes of calculating overtime under the Fair Labor Standards Act.

## **ARTICLE 7**

### **NO SOLICITATION AND USE OF BULLETIN BOARDS**

#### **Section 1.**

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

#### **Section 2.**

The Town, together with the PBA, shall determine the location and type of bulletin boards that may be used by the PBA at the Town facilities. The PBA may use the bulletin boards only for the purpose of posting official PBA business notices and related

information. No item shall be placed on any PBA bulletin board without being initialed by the PBA President or designee, and reviewed by the Town Manager or designee. All costs incidental to preparing and posting of PBA material will be borne by the PBA.

## **ARTICLE 8**

### **INTRODUCTORY PERIOD**

The introductory period for all new employees shall be 365 days after 1) the successful completion of the Field Training Program of the Town or 2) the commencement of full time employment by the Town as a sworn law enforcement officer, whichever is later. The first date of actual work as a full time employee shall be considered to be their hire or service date for purposes of benefits under this Agreement. During the introductory period, an employee may be discharged for any reason. Upon the expiration of this time period, the Police Chief shall either approve or reject, in writing, retention of the employee. The introductory period may be extended up to 60 days by mutual agreement.

An employee that does not successfully complete his or her introductory period shall have no right to utilize the civil service system of the Town or any other policy or procedure for any matter concerning a failure to successfully meet job performances standards during said period.

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

Part time employees are not entitled to any benefits under this Agreement. Time served as a part time employee is not counted towards accrual of any benefits under this Agreement.

## **ARTICLE 9**

### **CODE OF CONDUCT**

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

## **ARTICLE 10**

### **NO STRIKES AND LOCKOUTS**

Bargaining unit members covered by this Agreement and the Association, its officers, agents, and representative agree that they will not engage in any strike activities.

Bargaining unit members covered by this Agreement, the PBA or its officers, agents, or representative, agree that Section 447.505 of the Florida Public Employees Relations Act prohibits them individually or collectively from participating in a strike against the Town of Manalapan, the employer, by instigating or supporting in any manner a strike. The Union also agrees to undertake its best effort to prevent or terminate any Strike.

Any violation of this section shall subject the violators to the penalties as provided by Section 447.507 of the Act.



## **ARTICLE 11**

### **COMPLIANCE WITH RULES AND REGULATIONS**

The Town's Personnel Policy and the Town Police Department's General Orders, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Policy or General Orders as amended and this Agreement, in which case this Agreement shall control. The Union agrees that the Town has the right to amend and/or modify its rules and regulations to the extent the Town – in its sole discretion – deems it necessary for the operation of the Police Department.

It is agreed and understood that employees shall be provided with copies of any Policy, rule and regulation which are new and/or which replace, update and/or supersede the Town's or Department's present policies, rules and regulations.

## **ARTICLE 12**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

1) Members of the bargaining unit will follow all lawful and reasonable written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein. The following rule applies to all employees: Obey first, grieve later.

2) A grievance is defined exclusively as a dispute involving the interpretation or application of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. The Union is under no obligation to process a grievance for an employee who is not a member of the Union; therefore nonmembers of the Union who are covered by this Agreement shall be responsible for filing their own grievances. The Town need not entertain or process under this Article any dispute, or other matter not meeting this definition.

3) Grievances pertaining to more than one bargaining unit member may be filed by the Union on behalf of all affected members.

Step 1: The Union shall present the grievance, in writing and dated, to the Police Chief, within 7 calendar days after knowledge of the act or omission that gave rise to the grievance. The Police Chief or his or her designee shall, within 7 calendar days of receipt of the written grievance, conduct a meeting with the Union. The Police Chief shall notify the Union in writing of the decision not later than 7 calendar days following the meeting date.

Step 2: If the grievance is not fully resolved at Step 1, the Union, within 7 calendar days of receipt of the answer provided in Step 1, may forward a copy of the original written grievance to the Town Manager with a separate cover letter stating that the grievance is being advanced to Step 2. The Town Manager may, but need not, hold a meeting with the Union regarding the grievance. The Town Manager shall notify the grievant and the Union of the Town Manager's decision within 7 calendar days following receipt by the Town Manager of the grievance. The decision of the Town Manager shall be determinative of the grievance (and such decision is final and binding under the terms of this Agreement, unless modified by a decision on an arbitrable grievance made in compliance with the following arbitration procedure).

4) If the grievance is arbitrable, and is not resolved by the foregoing grievance procedure, the Union, within seven (7) calendar days after the Town Manager's decision in Step 2, may provide the Town Manager a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union with respect to the unresolved grievance.

5) Within seven (7) calendar days from receipt of the written notice immediately above, the Parties shall confer to select an arbitrator. In the event the Parties fail to agree on an arbitrator, both parties shall, within seven (7) calendar days, jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and then the Town will alternately strike one name at a time from the list as not acceptable until only one remains and this person will be the arbitrator. The Town and the Union will alternate in the right to first strike arbitrators; the initial first strike being determined by a coin toss.

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

7) The power and authority of the arbitrator shall be strictly limited to an interpretation of the express terms of this Agreement. He or she shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement to the Town or the Union or the employees, or to establish or change any wages or rate of pay in this Agreement. The decision of the arbitrator shall be limited to upholding the grievance, or denying the grievance, and the arbitrator shall not have the

authority or right to modify the decision of the Town and, if applicable, the arbitrator may award restoration of any benefits if the grievance concerns an issue of denial of benefits.

8) No decision of any arbitrator or of the Town in one case shall create a basis for retroactive adjustment in any other case.

9) The parties intend that a “make whole” remedy be awarded as to a benefits or grievance over denial of a right under this Agreement, if applicable. All claims for back wages shall be limited to the amount of wages including lost overtime, that the employee otherwise would have earned from the Town. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of 7 calendar days prior to the date of the filing of the grievance at Step 1.

10) The decision of the arbitrator shall be final and binding on both Parties, and the grievance shall be considered permanently resolved, subject to any post-award judicial relief available to either Party under Florida law.

11) It is agreed, with respect to this grievance and arbitration procedure, that:

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

b) A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be barred. Failure on

the part of the Town to respond within the time limit set forth at any step shall be deemed a denial, and require the Union to proceed to the next step.

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

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

e) Grievances and appeals of denials of a grievance may be delivered to a designated Town official by hand delivery, email to the Chief of Police and to the Clerk of the Town, or facsimile delivery during the hours of 9:00 am until 5:00 p.m., Monday through Friday. Where the last day for such presentation falls on a Saturday, a Sunday or a holiday expressly recognized as such under this Agreement, presentation shall be considered timely if made on the next business day following such Saturday, Sunday or holiday.

## ARTICLE 13

### VACATION

Bargaining unit members begin to accrue vacation upon employment and are eligible to take vacation after successfully completing six months of employment.

Vacation accrual is calculated based upon paid hourly earnings up to a maximum of 84 hours bi-weekly. Pro-rated accruals are calculated for less than 84 hours. A maximum of 300 hours can be carried over on September 30 of each year. Accrual time will be adjusted to reflect the length of any authorized unpaid leave of absence defined as time off not paid through the Town of Manalapan payroll.

Vacation pay is calculated based on the employee's regular rate of pay in effect when vacation benefits are used. Vacation granted may not exceed the total amount accrued to an employee at the start of the bi-weekly pay period.

Employees who have satisfied all eligibility requirements must submit vacation requests to their department head at least one pay period (14 days) in advance of anticipated vacation. Requests will be evaluated based upon various factors, including anticipated operating and staffing requirements.

Years of Service	Leave Days Per Year (12 hour day equivalent)	Maximum Hours Earned Per Pay Period	Accrual Per Hour	Hours Per Year
0 through 6	7	3.230	.0385	84
7 through 11	10.5	4.846	.0577	126
12 and over	14	6.461	.0769	168

## **ARTICLE 14**

### **SICK LEAVE**

Paid sick leave benefits are provided for all regular full-time bargaining unit members for periods of temporary absence due to illness or non-job related injuries. Accrued sick leave may also be used to supplement a bargaining unit member's pay up to his or her full-time regular base pay compensation if that employee is receiving worker's compensation benefits and unable to work due to an on-the-job injury. Further, Sick leave may also be used to attend doctor and dentist appointments or to care for a family member who resides in the employee's household. Employees are eligible for sick leave benefits upon completion of 90 days of employment. Sick leave will accrue from the date of employment at the rate of .0462 hours for each hour paid up to a maximum of 84 hours bi-weekly. Sick leave accrues for all pay status hours, including while on vacation and while on sick leave. Pro-rated accruals are calculated for less than 84 hours. Employees may accumulate sick leave indefinitely, but all accumulated sick leave will be forfeited upon termination of employment.

Employees who are unable to report to work due to an illness or a non-job related injury must notify the communications center prior to the scheduled start of their workday. The supervisor should be contacted each additional day of absence. Before returning to work from a sick leave of more than two days, upon request an employee must provide a physician's verification that he or she may return to work and stating any limitations, which need to be accommodated. Employees requesting over 12 days of sick leave must advise their department head or Town Manager of the need for such additional leave and the expected date of return to duty. Employees who have used all accumulated sick leave



and are still unable to return to work, may use accrued vacation leave and accrued compensatory time. Bargaining unit members may participate in the Town's contributed sick leave bank in accordance with Town policy on the same basis as other Town employees.

Employees who do not use sick leave for six consecutive months will receive twelve (12) hours bonus vacation time. Bonus vacation hours will be calculated and earned on July 1 and January 1. Sick leave will not be earned by an employee during leave of absence without pay, a suspension or when the employee is otherwise in a non-pay status.

## **ARTICLE 15**

### **HOLIDAYS**

If employed on such dates, employees shall be paid for five (5) holidays on the last regular payroll in May of each year and also shall be paid for six (6) holidays on the last regular payroll of November of each year. In addition, employees receive a personal day scheduled by the employee as authorized within the discretion of the Chief of Police or Town Manager. Pay under this Article is calculated based on the employee's straight time rate for twelve hour days.

## **ARTICLE 16**

### **COURT APPEARANCES AND CALL BACKS**

#### **Section 1.**

Court appearances required of bargaining unit members which arise out of the member's performance of his or her other duties and responsibilities for the Town, and which occur outside of that bargaining unit member's regular shift, shall be treated as time worked, with a minimum of three (3) hours at a rate of one and one half (1.5) times the bargaining unit member's regular rate of pay for appearances in Court.

#### **Section 2.**

Bargaining unit members who have left the work place and are ordered or otherwise directed to return to work shall be paid for all hours worked at straight time or overtime rates as applicable.

#### **Section 3.**

Sergeants shall receive \$150 per month as call back pay when they are in an "on call" status.

## **ARTICLE 17**

### **ASSIGNMENT PAY**

Bargaining unit members who receive a special assignment form from the Chief of Police, in writing on a signed special assignment form, as Field Training Officers, Evidence Custodians, Marine Operator, or Armorers shall be paid an additional \$1.00 per hour for all hours worked on the special assignment, up to 84 hours in a pay period. The Chief of Police shall make decisions as to assignments, if any, in his sole discretion.

## **ARTICLE 18**

### **PERSONNEL RECORDS**

Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his/her official files. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a duplicate copy of any item placed in his/her official files at no cost to the member. This Article will not be subject to the Grievance Procedure in this Agreement. Each member may obtain one copy of his/her complete personnel file at the regular charges used by the Town for public records requests. The bargaining unit member shall have the right to include in his or her personnel file/ record, written refutation (including written statements) of any material he or she considers derogatory.

## **ARTICLE 19**

### **HEALTH INSURANCE**

Bargaining unit members shall receive medical, dental and vision insurance coverage, with benefits, deductibles, co-payments and Town contributions to the cost of such insurance, at rates not less than the Town provides to all other Town employees.

## **ARTICLE 20**

### **UNIFORMS AND MAINTENANCE ALLOWANCE**

#### **Section 1.**

The Town shall furnish uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties and agrees to replace such uniforms when they are no longer serviceable.

#### **Section 2.**

The Town shall provide a bullet proof vest to each police officer, which shall be worn by the Town's police officers at all times while on duty.

#### **Section 3.**

During the term of this Agreement, the Town shall provide sworn member's dry cleaning service for a sworn bargaining unit members' uniforms. In addition, the Town shall provide to eligible employees who have been employed by the Town for more than six months, based upon submission to the Town of a paid receipt up to one hundred twenty five dollars (\$125.00) for footwear reimbursement annually.

## **ARTICLE 21**

### **REPLACEMENT OF PERSONAL PROPERTY**

Replacement of lost or damaged personal property shall normally be the responsibility of the bargaining unit member. However, the Police Chief, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, sunglasses, contact lenses, cell phones, back up weapons, wrist watches or other authorized personal property which are damaged as a result of a bargaining unit member being involved in an unavoidable physical altercation or accident in the line of duty. The bargaining unit member making the request for replacement of (or reimbursement for) damaged authorized personal property must provide the Chief of Police with a detailed report describing the incident which caused the damage. The bargaining unit member must also provide the Chief of Police with a certified estimate of the cost of the repair or replacement of the authorized personal property. Reimbursement for damaged authorized personal property shall not exceed two hundred dollars (\$200.00), or in the case of cell phones, 50% of the replacement cost of the same model or equivalent, with a maximum reimbursement of up to \$350.00.



## **ARTICLE 22**

### **RETIREMENT**

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

The Town has created the Town of Manalapan General Employees' and Police Officers' Retirement Fund (the "Fund"), and bargaining unit members are included in this defined benefit program. The Fund has benefits as provided in the Town of Manalapan Code of Ordinances which governs the Fund. The Fund is referenced in Title III, Chapter 31, Section 31.17, Town of Manalapan Code. The said retirement plan shall be subject to and governed by all applicable provisions of the Town's existing rules and regulations and all applicable provisions of law.

Upon completion of an employee's introductory period, the Town shall match, up to \$5,000 of employee contributions per contract year, in any established 457 plan or 401A plan, to be established by the Town.

Upon retirement with at least ten years honorable service to the Town an employee shall receive a retirement badge, retirement photographic identification card and their duty firearm.

## **ARTICLE 23**

### **TUITION REIMBURSEMENT**

The Town will pay an educational incentive, up to a potential payment of \$1,500 per calendar year, to full time bargaining unit members, as follows:

If a covered employee has, or achieves during employment, a grade of A in his/her courses, that employee will receive 100% of the potential reimbursement.

If a covered employee has, or achieves during employment, a grade of B in his/her courses, that employee will receive 75% of the potential reimbursement.

If a covered employee has, or achieves during employment, a grade of C in his/her courses, that employee will receive 50% of the potential reimbursement.

Employees must comply with the Educational Assistance – Tuition Reimbursement Policy of the Town.

## **ARTICLE 24**

### **HOURS OF WORK AND OVERTIME**

1. Shift work is defined as seven (7) 12 hour shifts in a fourteen (14) day work cycle. The 14 day cycle shall consist generally of two days on, followed by two days off, followed by three days on, followed by two days off, followed by two days on, and followed by three days off. Day shifts are defined as 0600 Hours until 1800 Hours. Night shifts are defined as 1800 Hours until 0600 Hours.

2. Shift assignments. Employees will rotate through these two shifts each six months. The Department will maintain a roster of employees.

3. In the event of a vacancy between shift assignments, the filling of that vacancy shall be based on operational needs as determined by the Police Chief.

4. All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.

5. Employees may be required to work extra duty in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short manning.

6. Overtime hours and overtime compensation shall be defined, calculated and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor. The Town will treat unit employees under Section 7(k) of the Fair Labor Standards Act, and will compensate non-exempt unit employees at one-and-one-half times the regular rate of pay for hours worked in excess of 86 in a 14 day work cycle.

7. All hours worked by employees, and all straight time compensation and overtime compensation will be recorded, calculated and paid on the basis of actual hours worked in pay periods and work periods. No time not actually worked shall constitute hours worked for Fair Labor Standards Act purposes. All record keeping shall be in accordance with the requirements of the Fair Labor Standards Act. The manner of record keeping shall be at the Town's discretion.

8. All overtime hours shall be paid at one and one half (1½) times the regular rate of pay or, with the approval of the Chief of Police or designee, through Comp Time at the same rate of one and one half (1½) of Comp Time for each hour of overtime worked. No more than 40 hours of Comp Time may be accrued at the end of each fiscal year. Accrued and unused Comp Time is only paid out at termination.

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

10. Employees shall be provided with no less than 4 hours' notice if they are ordered to return to work. If employees are ordered to come into work with less than 4 hours' notice, they must articulate a reasonable explanation for being unavailable. Same shift members (e.g., day shift, midnight shift) shall be called first, if feasible, to fill the vacant shift.

11. Hours of work for any employee shall not exceed 18 consecutive hours.

## **ARTICLE 25**

### **TRANSFERS AND SHIFT EXCHANGES**

#### **Section 1.**

It shall be the right of the Town to transfer bargaining unit members for operational necessity. Except if there is an unexpected event which occurs, if a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off (except in the Departments or assignments excepted herein), seven (7) working days' notice will be provided prior to the transfer. This provision may be waived by mutual agreement of the Parties.

#### **Section 2.**

Bargaining unit members who are involuntarily transferred to another assignment will retain and carry with them any approved vacation time. Involuntarily transferred bargaining unit members shall be entitled to use such time as previously scheduled.

#### **Section 3.**

Bargaining unit members within the same rank and assignment may exchange individual shifts within the same fourteen (14) day work period with the prior written approval of the Chief of Police, or his designee. All requests must be made in writing at least seven (7) days prior to the date on which the first shift is to be exchanged, must indicate the reasons for the request, when the shifts will be worked and paid back and must be approved in writing twelve (12) hours prior to the start time of the shift to be exchanged. The bargaining unit member who would work the first of the two shifts is responsible for getting the prior written approval. Both the bargaining unit members who agree to work a shift for another bargaining unit member and the exchanging member will

be held accountable for nonattendance. An employee shall not work for two full consecutive shifts as a result of a shift exchange.

## **ARTICLE 26**

### **TRAINING**

In service training generally shall be conducted regularly, and attendance is mandatory. The training may be cancelled for the month with reasonable notice.

## **ARTICLE 27**

### **WAGES**

Effective October 1, 2020, all bargaining unit members shall receive a 3% adjustment of their base pay. The retroactive payment will be paid by the Town in the first pay period after ratification of this Agreement in which accurate calculation and payment of such compensation is practicable.

Effective October 1, 2021, all bargaining unit members shall receive a 3% adjustment of their base pay.

Effective October 1, 2022, all bargaining unit members shall receive a 3% adjustment of their base pay.



## **ARTICLE 28**

### **WORKERS' COMPENSATION**

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

## **ARTICLE 29**

### **FUNERAL EXPENSES AND BEREAVEMENT LEAVE**

#### **Section 1.**

The Town shall provide bargaining unit members with life insurance policies with terms and benefits not less than \$40,000 as a lump sum benefit.

#### **Section 2.**

A member shall be granted up to three (3) days paid bereavement leave for the death of any immediate family member, or five (5) days paid bereavement leave for the death of any immediate family member requiring travel outside of Florida.

Immediate family member is defined as father, mother, son, daughter, husband, wife, domestic partner residing in the same household as member, brother, sister, grandfather, grandmother, grandfather-in-law, grandmother-in-law, great-grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

## **ARTICLE 30**

### **BARGAINING UNIT MEMBERS' RIGHTS**

Sworn law enforcement personnel shall be afforded all rights under Section 112.532 to 112.534, Florida Statutes, Law Enforcement Officers' and Correctional Officers' Rights. Any concerns of the Union or the bargaining unit member related to this Article are not subject to the grievance and arbitration procedure of this Agreement as the primary subject of a grievance.

## **ARTICLE 31**

### **LONGEVITY PAY AND SERVICE AWARDS**

Employees are eligible to receive a longevity or service award at five (5) year increments as a lump sum payment. The calculation is based on years of service through November.

Full time employees will receive the following:

- Completion of 5 years of employment    \$1,250.00
- Completion of 10 years of employment    \$2,500.00
- Completion of 15 years of employment    \$3,750.00
- Completion of 20 years of employment    \$5,000.00.

## **ARTICLE 32**

### **PHYSICAL FITNESS**

The Town will provide all bargaining unit members who opt in with reimbursement of the cost of gym membership, up to \$250 per year.

### **ARTICLE 33**

#### **SEVERABILITY**

Should any final decision of any Court of competent jurisdiction or administrative agency or any federal, state or local legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null and void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

## **ARTICLE 34**

### **ENTIRE AGREEMENT**

This Agreement contains the entire contract, understanding, undertaking and agreement of the Parties hereto and supersedes any prior or contemporaneous agreements, contracts, understanding or arrangements between or among the Parties regarding the terms and conditions of employment governed by this Agreement, and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein or by law.

### SIGNATURE PAGE

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

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

FOR THE TOWN OF MANALAPAN, FLORIDA

  
\_\_\_\_\_  
TOWN MAYOR

  
\_\_\_\_\_  
TOWN MANAGER

Date: 1/26/21 :

As to form:

  
\_\_\_\_\_  
TOWN LEGAL COUNSEL

FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

  
\_\_\_\_\_  
JOHN S. KAZANJIAN, President

1-19-21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
ERNEST W. GEORGE, Executive Director

As to form:

  
\_\_\_\_\_  
LEGAL COUNSEL