

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF NORTH PALM BEACH

AND

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

FOR

**THE PATROL, DETECTIVES, DETECTIVE SERGEANTS, SERGEANTS, DISPATCHERS
AND RECORDS CLERKS BARGAINING UNIT**

2018-2021

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ARTICLE 1 PREAMBLE

This Agreement is between THE VILLAGE OF NORTH PALM BEACH, a municipal organization, hereinafter referred to as "VILLAGE" and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as "ASSOCIATION", for the purposes of promoting harmonious relations between the two parties, to establish an orderly and peaceful procedure for settling differences which may arise, and to set forth the basic and full Agreement between the parties concerning wages, rates of pay, fringe benefits and other conditions of employment.

ARTICLE 2 UNION RECOGNITION BARGAINING UNIT

1. The VILLAGE recognizes the ASSOCIATION as the certified bargaining agent for the regular full-time employees designated as patrolmen, detectives, detectives-sergeants, sergeants, police dispatcher and public safety (records) clerk dispatcher, as indicated in PERC Order No.89E -334 issued on November 8, 1989 or as modified by PERC.

2. The term "employee" in this Agreement means those individuals employed by the Village in positions represented by the ASSOCIATION regardless of membership in the ASSOCIATION.

ARTICLE 3 RULES OF CONSTRUCTION

The word days means consecutive calendar days.

The term “Association” and the term “Union” are synonymous.

ARTICLE 4 VALIDITY

If any non-monetary provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. In the event a monetary provision of this Agreement is held invalid, the parties, at the request of either party, shall meet as soon as practicable and reopen negotiations of the monetary provisions of this Agreement.

ARTICLE 5 WORKER'S COMPENSATION

1. The VILLAGE will carry Workers' Compensation coverage for all employees covered by this Agreement in accordance with the law.

2. No benefits or payment under this Article shall be made where the disability is self-inflicted, or the disability continues as a result of the employee's failure to fully cooperate with medical advice or corrective therapy, or where drugs/alcohol are present at the time of the injury.

3. For purposes of this benefit, the term injury means: "personal injury by accident arising out of and in the course of employment, and such diseases or infection as naturally or unavoidably result from such injury.

4. In the event of an on-the-job injury determined to be compensable under the provisions of the Workers' Compensation Act a regular full-time employee will be carried at full pay for up to six (6) pay periods, less any workers' compensation benefits, commencing the first pay period following the date the employee is unable to work. There is no supplemental pay during the pay period in which the employee returns to work.

5. In order to be considered for this supplemental pay benefit, the following conditions must be met:

A. The employee must provide written testimony of evidence that his injury was received while on duty and in the performance of duty. An injury received while the employee is attending a department approved training program shall be considered a line of duty injury.

B. Any employee who has a claim for compensation because of an injury on the job as described above shall report the claim to the Police Chief and

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thereafter file a report, on the form provided by the VILLAGE, with the Human Resources Department.

C. Any employee who is able to return to work after a job related injury shall be reinstated to his/her former job, provided he/she is qualified to perform all of the duties and responsibilities of his previous position and is certified by a medical doctor prior to the employee returning to work. The VILLAGE may require confirmation of fitness to return to work.

D. If he/she is unable to assume his/her former responsibilities, the employee shall have first preference to fill another VILLAGE Police position, if a vacancy occurs, and the employee qualifies for such position.

E. Nothing herein shall require the VILLAGE to create a light duty position when there is no operational or fiscal justification for its creation.

F. An employee must report an on the job injury immediately following the first symptoms of injury.

6. An accident, which is defined as an incident that results in injury to any person or damage to any property, constitutes grounds for reasonable suspicion drug testing.

7. In the event the provisions of Chapter 440 Florida Statutes provide greater benefits to an employee injured in the course and scope of employment than the benefits provided by this Article, the provision of Chapter 440 will prevail.

ARTICLE 6 INSURANCE

The VILLAGE will provide health and dental insurance to bargaining unit members and their dependents under the Village health and dental program at the same levels of benefit and rates established by the Village Council for non-bargaining unit employees of the Village. In the event the VILLAGE agrees to provide more

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beneficial coverage or rates to any other bargaining unit in the Village, the more beneficial coverage and rates will be provided to bargaining unit members covered by this Collective Bargaining Agreement.

It will be the responsibility of the employee to notify the VILLAGE in writing within thirty days in the event that dependent coverage is no longer required due to a change in marital status or for any other reason. Should the employee not notify the VILLAGE of said change, the employee shall reimburse the VILLAGE for the amount paid for his/her dependent insurance coverage premium from the date of the status change.

Life Insurance – The VILLAGE life insurance program for PBA union-eligible employees shall be a level equivalent to the maximum level allowed by IRS regulations before imputing added employee compensation (\$50,000, or \$25,000 after the age of 70).

ARTICLE 7 FAMILY MEDICAL LEAVE

1. Eligible employee's may take up to twelve (12) work weeks of unpaid leave in accordance with the Family and Medical Leave Act (FMLA), as amended from time to time.
2. All employee requests for FMLA leave must be in writing and shall include an explanation of the reasons for the leave. The employee's written notice shall not be effective unless delivered by the employee, or the employee's representative, to the Village Human Resource Director. The employee's notice shall be delivered no less than 30 days prior to the need to take leave when the need is foreseeable.
3. The Village requires an employee to substitute accrued paid leave for unpaid FMLA leave. The term substitute means that the paid leave provided by the Village, and accrued leave will run concurrently with the unpaid FMLA leave.
4. Prior to a return to work from FMLA leave taken as the result of illness or injury, the Village may require an employee to submit to and obtain a fitness for duty evaluation. The cost of the evaluation will be paid by the Village.

ARTICLE 8 PAID BEREAVEMENT LEAVE

1. When a death occurs in an employee's family, (family as herein defined): father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, spouse's grandparents, foster parent, nephew, niece, aunt, uncle, first cousin, step-father, stepmother, step-brother, step-sister or step-child of the employee an employee shall be allowed three (3) work shifts bereavement leave with pay. A request for additional time off without pay may be granted, subject to the discretion of the VILLAGE Manager or his/her designee.

ARTICLE 9 MILITARY LEAVE

1. Employees who are members of the U.S. Armed Forces Reserves or the National Guard will be granted leave in accordance with state and federal law, including travel time, for the purpose of attending annual active duty for training.
2. A copy of employee's Military Orders shall be forwarded to the Director or VILLAGE Manager prior to taking military leave.

ARTICLE 10 SICK LEAVE

1. Sick leave will be paid when the employee is absent from duty due to the following reasons:

a. An employee's injury or illness or necessary medical treatment which precludes him or her from reporting for duty;

b. Any injury, illness or necessary medical treatment of an employee's spouse, child, step-child or parent who resides in the employee's home which requires the employee's help to care for him/her or to obtain the necessary medical treatment.

2. The employee will certify on the appropriate Personnel Action Form upon his or her return to duty that he/she was not able to report for duty due to one of the above reasons.

3. Employees accrue ninety-six (96) hours of sick leave per year accrued at the rate of eight (8) hours of sick leave per month.

4. Regular full-time (non-probationary) PBA union employees who do not use any sick leave within any continuous six-month (6) period are eligible to earn eight (8) hours annual leave time as incentive for not using sick leave.

5. Sick leave may be accumulated with no maximum.

5. Employees with less than seven (7) years of service to the VILLAGE who voluntarily terminates employment, or who retires or dies while in the service of the VILLAGE, shall receive payment equal to fifty percent (50%) of up to a

maximum of sixty (60) unused accrued sick leave days (which equals a maximum of thirty (30) days payment).

Employees with seven (7) or more years of service to the VILLAGE shall receive payment equal to seventy-five percent (75%) of up to a maximum of sixty (60) unused accrued sick leave days.

6. A deceased employee's payout for sick leave shall be paid to the estate of the decedent.

7. Sick leave reimbursement benefits are as follows:

A. New hire, non-probationary employees^a who have accrued forty eight (48) days of sick leave ("minimum base") may request reimbursement for sick leave accrued over the minimum base. Reimbursement by the VILLAGE will be on a 50% basis for every sick day above the minimum. Sick leave days will be converted to eight (8) hour days before pay out.

B. Sick leave reimbursement is a voluntary right of the employee.

An employee can only submit a request once per year during the month of May. The VILLAGE will reimburse the employee no later than November 30 of each year.

C. The Human Resources Director will be responsible for establishing a reimbursement form and accounting for the base and other data necessary to financially administer this program.

^a Probationary employees are not entitled to this benefit
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D. The employee will be required to sign a certificate/affidavit confirming that the reimbursement for the sick leave is final and will not be subject to the grievance process.

8. An employee who has been declared either physically or mentally unfit for duty by a doctor approved by the VILLAGE, when ordered for a fitness for duty exam by the VILLAGE, shall be required to use accrued sick leave while out of work on medical leave. An employee may challenge a determination that he or she is unfit for duty by providing a medical report from his or her physician. In the event of a conflict of opinions a third doctor's opinion shall be controlling. The third doctor shall be selected and paid for by the VILLAGE.

7. An employee is responsible for the appropriate use of sick leave but the Village may send a sick employee home prior to the end of his/her shift. In such cases one day of sick time shall be deducted from the employee's bank of accrued time. If the employee has no accrued sick time, the employee will only be paid for the time worked prior to being sent home.

ARTICLE 11 COURT APPEARANCES

1. Any member required to attend a judicial matter arising from the performance of his/her duty shall be compensated for said services as follows:

A. An employee who is required to appear in court or at a deposition during nonworking hours shall receive 3 hours payment at one and one half times their regular rate of pay.

B. For the purposes of this article and subsection, each additional court appearance separated from the employee's previous court appearance by a period of more than sixty (60) minutes qualifies for compensation as described above. The sixty (60) minute time period is calculated from the time the employee is released by the court until the time stated on the next subsequent subpoena.

C. For the purposes of this article and subsection, compensable time shall begin thirty (30) minutes prior to the scheduled appearance time set by the subpoena to compensate the employee for the time necessary to obtain and return documentation/evidence for court appearances or depositions.

D. Witness fee shall be retained by the officer

2. Members who are required to attend a judicial matter arising from performance of his/her duties shall give notice to the Police Chief and the Village Attorney. Rescheduling may be requested and coordinated by the VILLAGE.

3. Payment shall be made as soon as possible (by the next) payroll period following completion of the service.

4. Travel in excess of twenty (20) miles outside the perimeter of the VILLAGE shall be compensated as one (1) hour of wages for the employee concerned.

ARTICLE 12 MANAGEMENT RIGHTS

1. Except as specifically stated herein, the VILLAGE retains whatever rights and authority it possessed prior to entering into this Agreement, including but not limited to the right to operate and direct the affairs of the VILLAGE and its Police Department in all its various aspects; to direct the working forces; to plan, direct, and control the operations and services of the Department; to determine methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire and promote; to demote, suspend, discipline, or discharge for just cause; to relieve employees for lack of work or for other legitimate reasons; to make, establish, and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities (provided, however, that such actions are not inconsistent with the terms of this Agreement) .

2. The ASSOCIATION and the VILLAGE recognize that the residents of North Palm Beach are entitled to receive services at the highest possible level, subject to budget constraints. Therefore, the ASSOCIATION pledges that it will encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.

3. The ASSOCIATION agrees that all employees covered under this Agreement shall comply with all Village Personnel Rules and Regulations and the Department of Police Policies and Procedures Manual, as amended from time to time, including those relating to conduct and work performance.

4. If at the discretion of the Village Manager or his/her designee, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the Village Manager, or his/her designee,

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during the time of the declared emergency, provided that the wage rate and monetary fringe benefits shall not be suspended,

5. Those inherent managerial functions, prerogatives and policy making rights which the VILLAGE has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance and/or arbitration procedure contained herein.

6. All references to "Village Manager" means the Village Manager or his/her designee.

ARTICLE 13 SENIORITY

1. Seniority shall be defined as length of service in position (i.e. sergeant) with the VILLAGE Police Department.
2. Seniority will govern selection of vacation schedules and preference in working overtime, provided the Police Chief has the final authority to over-ride seniority for extraordinary operation reasons and his/her decision in that regard is not grievable. When the Police Chief over-rides a request based on seniority, he/she shall inform the requesting party in writing of the basis of his decision.
3. When the Department requires overtime work to fill a vacancy, the overtime assignment shall first be offered to an employee who is already on duty. If no employee on duty is able or qualified to work the overtime assignment, off duty personnel will be called. In either circumstance the overtime assignment shall be offered on the basis of seniority, using an "overtime wheel." The overtime wheel shall function to identify employees in order of seniority with the Police Department.
4. Scheduled overtime shall be distributed to all qualified employees who wish to participate on an overtime wheel. If an employee refuses his or her turn on the wheel, he or she will be charged as if he or she had worked and will go to the bottom of the overtime eligibility list. With each opportunity to work overtime, only one employee may pass on the opportunity to work the overtime assignment. When an employee passes, the next employee on the list may be ordered to work the overtime assignment.
5. Where a promotional opportunity shall occur and two or more employees are under consideration, the Director shall give due consideration to seniority and qualifications.

6. In the event of a layoff, an employee may displace the employee with lesser seniority in a lower classification provided the employee has prior service in said lower classification and provided further that the following factors are substantially equal:

- a. Sufficient ability and qualifications to perform the work.
- b. Performance evaluation.
- c. Physical condition and job attitude.

7. In the event of substantial inequality of these factors as between employees in the same classification and department, the employee with the higher values of factors A, B, and C in the aggregate, shall be retained.

8. An employee shall be recalled for a period of one year following layoff in inverse order of layoff.

9. An employee shall lose his/her seniority as a result of the following:

- a. Termination
- b. Retirement
- c. Voluntary resignation
- d. Layoff exceeding six (6) months
- e. Failure to report to the Village Manager, or his/her designee, intention of returning to work within three (3) days of receipt of recall, as verified by certified mail, return receipt.
- f. Failure to return from military leave within the time limits prescribed by law.
- g. Failure to return from an authorized leave of absence upon the expiration of such leave.

10. Seniority shall continue to accrue during all types of leave approved by the VILLAGE.

ARTICLE 14 PAID VACATIONS

1. Vacation days accrue but may not be taken during the first year of service. Exceptions to this general rule may be made by the Police Chief at his/her discretion. All personnel who have completed 180 days or more of full-time service shall be entitled to take vacation with pay in accordance with the following accrual schedule:

LENGTH OF SERVICE	DAYS OF VACATION
Less than six (6) years	80 hours
Six (6) but less than ten (10) years	120 hours
Ten (10) years and over	160 hours

2. Vacation, sick leave, or any other paid leave, shall be included in the computation of the one year of required full service.

3. All employees may select, once annually in January, vacations. Initial selection of vacations will be by seniority within the classification. If a bargaining unit member chooses to change the vacation selection, he/she must then wait until the vacation list passes through all other remaining members of the classification, at which time he or she shall then be eligible to change the selection.

4. In the event a paid holiday should occur during an employee's vacation period, the employee shall receive an additional duty day off with pay.

5. Employment terminated without cause, or by layoff, or by retirement, illness or injury shall not affect payment of earned vacation time. An employee

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shall not lose his/her vacation with pay, if incapacitated due to an injury or illness incurred in the line of duty. The vacation time shall be reassigned upon return to duty.

6. If employment is terminated by death, the estate of the employee shall receive payment for the earned vacation days.

7. Vacation days shall be credited and reported per pay period, to indicate hours accrued less hours taken, reflecting net vacation hours available per pay period.

8. The maximum number of vacation days an employee may accrue is the unused days accrued during the employee's previous two (2) year period. Any employee, other than an employee who is discharged for cause, who voluntarily terminates, retires or dies while employed by the VILLAGE, shall receive payment equal to one hundred percent (100%) of the unused days of vacation accrued during the two year period prior to termination, retirement or death.

9. An employee who has used ten (10) days of vacation time in a fiscal year may request reimbursement for any unused vacation days above the ten (10) days used. Employees requesting reimbursement must do so, in writing on a form provided by the Human Resources Director , during the month of October immediately following the fiscal year in which the ten (10) vacation days were used. The VILLAGE will provide reimbursement no later than the November 30th immediately following the written request. Reimbursement shall be at 100% of the employees' hourly rate as of September 30th of the fiscal year in which the ten (10) vacation days were used. The employee will be required to sign a certification/affidavit confirming that the reimbursement for the annual vacation leave days/hours is final and will not be subject to the grievance process."

ARTICLE 15 PAID HOLIDAYS

1. The following days shall be considered paid holidays, and all employees will receive pay eight (8) hours of pay for the following eleven (11) holiday days even if they do not work:

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day
Martin Luther King Day	Presidents' Day
Veteran's Day	

2. In the event an employee does work on any the foregoing observed holidays, the employee will be paid straight time for each hour actually worked in addition to the eight hours of holiday pay. Only the hours actually worked on a holiday, if any, count as hours worked in the pay period when calculating eligibly for overtime.

3. If a holiday occurs when an employee is absent from work on paid leave under this collective bargaining agreement or other personnel rules, regulations or departmental directives, the employee shall be paid eight (8) hours for the holiday at his/her regular rate of pay.

4. An employee who does not work their full scheduled day before and after a holiday will not be paid holiday pay for that holiday. Pre-scheduled vacation or sick leave for medical tests or scheduled treatments the day before and after a holiday are treated as days worked.

5. In the event an employee calls out sick for all or any portion of a holiday and the Village requires another employee to work at the overtime rate, the employee utilizing sick leave on the holiday shall be charged sick leave at the rate of one and one-half (1.5) hours for each one (1) hour of sick leave used.

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Employees under in-patient care or who are indisputably sick shall not be subject to this provision.

ARTICLE 16 GRIEVANCE PROCEDURE / ARBITRATION

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of disputes between the parties. For the purpose of this Article, a grievance is defined as, and limited to, any dispute, difference or controversy involving the interpretation or application of this Agreement. A dispute over disciplinary action shall be considered an appeal of disciplinary action unless otherwise grievable. If the dispute is not covered by the grievance procedure as set forth in the Agreement then the dispute shall be processed as set forth in Article 18.

2. For the purpose of this Article, time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the VILLAGE within the time limits provided below shall be deemed resolved in favor of the grievant.

3. Grievances shall be presented in the following manner:

Step 1: In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, he/she shall first discuss the alleged grievance with the immediate supervisor, and may be accompanied by a representative of the employee's choice, if so desired. This first discussion shall take place within ten (10) calendar days of the occurrence of the events which gave rise to the alleged grievance, or within ten (10) calendar days of when the employee knew or should have known of the existence of the events giving rise to the alleged grievance.

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Step 2: In the event that the employee is not satisfied with the disposition of the grievance at Step 1, he may file a formal grievance. Such a grievance must be filed within ten (10) calendar days after the informal discussion is held at Step 1. Said grievance must be in writing, must be signed by the employee or the Union as his/her representative and must contain: (a) the date of the alleged grievance; (b) the specific article (s) of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievances; and (d) the relief requested. The formal grievance shall be submitted to the Police Chief or his/her designee. The Police Chief shall, within ten (10) calendar days after the receipt of the formal written grievance, render his decision on the grievance in writing. The Police Chief shall reply in writing within ten (10) calendar days of receipt of the grievance. Failure by the Police Chief to reply within the time period shall be held to be an approval of the grievance and the remedy sought.

Step 3: In the event that the employee is not satisfied with the disposition of the grievance by the Police Chief at Step 2 he/she shall have the right to submit the grievance to the Village Manager within ten (10) calendar days after the disposition. Such grievance must be accompanied by the filing of a copy of the original written grievance. The Village Manager shall, within ten (10) calendar days of receipt of the grievance, render his/her decision in writing. If the Village Manager shall fail to reply in writing, such failure shall be deemed as an approval of the merits of the grievance or dispute and the remedy sought.

4. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the ASSOCIATION and the VILLAGE, it shall be presented directly at Step 3 of the grievance procedure, within the time limit provided for the submission of the grievance at Step 2, and signed by the aggrieved employees or the ASSOCIATION representative on their behalf.

5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the ASSOCIATION may submit the grievance to arbitration within ten (10) calendar days after the Village Manager's disposition of the grievance. Such request shall be in writing to the other party, and if delivered by mail, postmarked within ten (10) days of the Village Manager's disposition of the grievance. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the party seeking the appointment of an arbitrator shall, within five (5) days, request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, until the parties select a neutral or impartial arbitrator. The party striking first shall be determined by the toss of a coin. The selection process shall occur within five (5) calendar days of receipt of the panel list.

6. Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with the specified time limits, processing of the grievance by the VILLAGE will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of his/her grievance. The employee must either accept or reject the disposition of his/her grievance, in its entirety. Thus, for example, if any employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, he/she may not accept the reinstatement and continue to grieve the loss of back pay. His/Her only choices would be to accept the disposition of his grievance, or remain discharged and pursue the grievance further.

7. For the purposes of this Article, the term "calendar day" is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement, regardless of whether the grievant is on duty or off duty.

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8. The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.

9. The VILLAGE and the ASSOCIATION shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will determine the statement of the grievance, provided, however, that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties.

10. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question(s) presented to him/her, which questions(s) must be actual and existing.

11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such costs.

12. The arbitrator's award shall be final and binding on the parties.

13. For the first three hundred sixty-five (365) days of consecutive service with the VILLAGE, an employee is probationary. That is, the employee serves at the will and pleasure of the VILLAGE and thus he/she may be disciplined or discharge without explanation or for any reason deemed sufficient by the appropriate VILLAGE official. Accordingly, probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.

14. The ASSOCIATION representative will be furnished with a copy of each grievance filed by an employee within the bargaining unit.

15. Employees may request to have an ASSOCIATION representative present at any step of the grievance procedure.

16. The ASSOCIATION will not be required to process the grievance of non-members. The ASSOCIATION will not be responsible for grievances proceeding to arbitration without being first notified by the VILLAGE in writing (and with a copy of the grievance) by the VILLAGE in a timely manner. The ASSOCIATION representative will have his/her name, address and all contact numbers on file with the VILLAGE.

17. The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

18. When arbitrability is raised by the VILLAGE with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself.

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19. If the VILLAGE does not agree that the matter is arbitrable, notification shall be sent to the ASSOCIATION of such within ten (10) days of receipt of the ASSOCIATION request to proceed to arbitration. The parties agree that in such an instance, the VILLAGE may submit solely the question of arbitrability either to an arbitrator or to a court. If the arbitrability issue is submitted to an arbitrator, the decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed; and shall be submitted to the arbitrator within ten days of selection of the arbitrator. The arbitrator shall render the decision within fifteen (15) days of receipt of the parties' submissions.

20. Whichever party loses on the issue of arbitrability shall pay the costs involved in that proceeding.

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

ARTICLE 17 DISCIPLINARY APPEALS

Appeals of disciplinary action shall be handled as follows:

1. An employee who wishes to challenge any disciplinary action shall file a notice of appeal to the Police Chief within ten (10) calendar days of notice of the disciplinary action. When an employee has received a written counseling, the employee may, within ten (10) days of receipt of the written counseling, submit a written rebuttal which shall be attached to the written counseling document in the employee's personnel file.
2. Upon receipt of a notice of appeal, the Police Chief or his/her designee shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Police Chief to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained.
3. An employee who is not satisfied with the Police Chief's decision can further appeal a discipline to the Village Manager. Upon receipt of a notice of appeal, the Village Manager shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Village Manager to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained. The decision of the Village Manager shall be final unless appealed as hereinafter set forth.
4. The ASSOCIATION may appeal a discipline greater than an eight (8) hour suspension without pay to arbitration using the same procedure for appointment of an arbitrator as set forth in Article 17 above. The request for appointment of an arbitrator must be made to the Village Manager in writing within ten (10) calendar days of the Village Manager's decision. The decision of the arbitrator

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shall be made within thirty (30) days following the conclusion of the hearing or the deadline for closing briefs, whichever is later. The arbitrator may sustain, reverse, or modify the discipline which was set by the Village Manager. The decision of the Arbitrator is final and binding on the parties.

5. No employee shall be subject to a disciplinary suspension of more than sixteen (16) hours, disciplinary demotion, or termination without just cause. No employee shall be subject to a suspension without pay or a termination without first being afforded a pre-determination conference with the Village Manager or his/her designee. No pre-determination conference shall be conducted with less than ten (10) calendar days' notice to the employee.

6. In addition to a disciplinary demotion, the Village may demote an employee for insufficient performance provided the employee is first placed on a performance improvement plan and thereafter does not achieve all of the performance goals identified by the Village. A performance based demotion is not subject to a just cause standard and may not be challenged or appealed beyond the Village Manager. Prior to placing an employee on a performance improvement plan an employee's supervisor and the Police Chief shall meet with the employee to discuss specific performance improvement goals. The performance improvement plan shall immediately thereafter be in effect for a period of ninety (90) days, with follow-up meetings with the employee at the forty-five (45) day and sixty (60) day mark. If the goals have not been achieved by the employee, the Police Chief may implement non-disciplinary demotion of the employee.

ARTICLE 18 ASSOCIATION ACTIVITIES

1. An employee shall have the right to join or not join the ASSOCIATION, to engage in lawful concerted activity for the purpose of collective bargaining or other mutual aid or protection, to express or communicate any view, grievance, complaint or opinion relating to conditions of employment or compensation, through duly appointed ASSOCIATION representation, all actions to be free from any and all restraint, coercion, discrimination or reprisal by the VILLAGE or the ASSOCIATION.

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

3. Reasonable time shall be granted for the processing of grievances with a duly designated representative of the ASSOCIATION during working hours. The VILLAGE, in its discretion, may stop the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the VILLAGE'S part shall not be arbitrary or capricious, nor shall it allow the VILLAGE to proceed in a manner which deprives the employee of his or her right of representation. An ASSOCIATION representative shall be permitted to accompany a fellow employee in circumstances such as:

A. The employee is required to appear at a hearing related to a grievance.

B. The employee is presenting or responding to a grievance.

C. The employee is subject to interrogation in conjunction with an internal affairs investigation.

D. The employee is attending a pre-determination hearing.

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4. The Village Manager shall be immediately notified in writing, of changes of appointed ASSOCIATION representatives.

5. ASSOCIATION representatives shall be permitted to wear ASSOCIATION insignia while on duty. Said insignia shall be approved by the Police Chief or hi/her designee.

ARTICLE 19 RULES, REGULATIONS, DIRECTIVES

1. Amendments, additions or modifications to personnel rules, regulations, and departmental directives shall be in writing and a copy of the same shall be submitted to the ASSOCIATION no less than fourteen (14) days prior to implementation.
2. Nothing in this Article shall be construed as a waiver of the ASSOCIATION's right to bargain over the impact of any rule change which has the practical effect of altering the terms and conditions of employment, as established in this Agreement. Such a request for bargaining must be received within seven (7) days after notification to the ASSOCIATION by the VILLAGE of the implementation of a rule change.

ARTICLE 20 BULLETIN BOARD

1. The ASSOCIATION will provide a serviceable bulletin board for its use. All materials posted must be signed by an official of the ASSOCIATION. . The VILLAGE agrees to furnish space for the bulletin board but shall have no control over the postings on the Board.
2. Bulletins shall contain nothing derogatory relating to the VILLAGE, its elected officials or supervisory personnel.
3. The Association shall indemnify, defend, and hold the Village harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the postings on the Association bulletin board.

ARTICLE 21 SCHEDULED HOURS OVERTIME PAY

1. The VILLAGE has the right to change work/shift schedules, work cycles, and starting times during the term of this Agreement subject to the following:

A. The work cycle shall not exceed twenty-eight (28) days. The hours of work within the established work cycle shall be 6.1 (rounded) hours per day and as set forth in 29 C.F.R. section 553.230. Hours worked in excess of the maximum hours provided by the referenced regulation shall be paid at time and one-half the employee's regular rate of pay.

B. The VILLAGE shall provide the ASSOCIATION with no less than thirty (30) days written notice of its intent to alter departmental work/shift schedules, work cycles, and starting times. The notice shall include a proposed date of implementation.

C. The ASSOCIATION may request impact bargaining over the proposed change.

D. If the ASSOCIATION requests impact bargaining, the implementation date shall be delayed thirty (30) days and the parties shall meet as soon as possible and engage in good faith bargaining over the impact issues identified by the ASSOCIATION.

2. Time off for a meal period shall not exceed one (1) hour.

3. For purposes of computing overtime pay, all authorized paid leave, except sick-leave, shall be considered time worked.

4. Employees assigned to "standby" will be paid a minimum of one (1) hour pay per "standby shift". In the event an employee is "called back", he or she shall receive a minimum of two (2) hours pay. "Standby" and "call back" time relate to emergency duty.

5. Employees may exchange hours subject to the approval of the Police Chief or his/her designee providing such exchanges do not result in overtime.
6. The VILLAGE retains the right to make changes in schedules when extenuating circumstances such as hurricanes or other states of emergencies dictate.
7. An employee who is directed to report for work during a declared civil emergency, and fails to do so is subject to being disciplined, up to and including termination.

ARTICLE 22 PUBLIC SAFETY RELATED EDUCATION

1. Bargaining Unit Employees are eligible to participate in the Village educational assistance program as revised.
2. In order to qualify for reimbursement under the VILLAGE'S program, all courses to be taken must be prior approved by the Human Resources Director, Police Chief and the Village Manager.
3. Any and all continuing education will be done on the employee's own time.
4. The VILLAGE will participate in the State of Florida educational degree incentive program.^b

^b Referring to Florida Statute 943.22 Salary incentive program for full-time officers
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ARTICLE 23 WORK ASSIGNMENT OUT OF GRADE

1. An employee who is required to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds, for a full shift shall be paid five percent (5%) above the individual's present base rate for that position while so engaged.

2. An employee assigned to a rank which carries a rate of pay higher than the permanent rate of the assignee shall in the event of injury, illness, or death incurred while in the performance of service be compensated at the level of payment and benefits for the employee's permanent rank and not the assigned rank.

ARTICLE 24 MEDICAL EXAMINATIONS

1. In those situations where the VILLAGE requires a medical examination, the entire cost shall be borne by the VILLAGE. The VILLAGE agrees to provide those vaccinations and examinations as required by section 112.181, Florida Statutes.

2. The foregoing shall not be construed to prohibit the VILLAGE from ordering an employee to undergo an examination to determine physical or psychological fitness for duty when the VILLAGE 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, 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.

B. Excessive use of sick time.

ARTICLE 25 UNIFORM AND CLOTHING ALLOWANCE

2. An eighty-five (\$85.00) dollar monthly allowance shall be paid to all uniformed members of the bargaining unit for the repair and cleaning of clothing used in the performance of duty. Plain clothed employees will receive an annual lump sum of \$500.00, prorated to time assigned, for the purchase of work clothing.
3. Uniforms damaged beyond repair in the line of duty shall be replaced by the VILLAGE at no cost to the employee.
4. Costs for repair or replacement of watches or eyeglasses damaged or destroyed while in the course of duty will be paid by the VILLAGE at a cost not to exceed one hundred (\$100.00) dollars per item.
5. A shoe allowance of one hundred twenty-five (\$125.00) dollars per year shall be paid to all bargaining unit members during the first pay period in October.
6. Road Patrol and dispatchers shall be issued three (3) shirts and three (3) pair of pants annually.

ARTICLE 26 VEHICLES AND EQUIPMENT

In the event an employee (if authorized and directed in advance) uses his/her own automobile for the performance of official duties on behalf of the VILLAGE, the employee will be compensated at the IRS rate prevailing at the time of use. VILLAGE vehicle use shall be covered by the VILLAGE'S adopted "Village Vehicle and Take Home Vehicle Policy."

ARTICLE 27 PERSONNEL FILES

The VILLAGE agrees that no disciplinary action shall be taken against a bargaining unit member without due process. Anonymous complaints may trigger an investigation, but an anonymous complaint alone may not be the basis of disciplinary action.

ARTICLE 28 WAGES

1. YEAR ONE

On ratification and retroactive to 10/1/18 the entire range of the Hybrid Plan will be increased 6% with a corresponding 6% employee wage increase on the employee's anniversary date. Retroactive pay will be made no later than the second payroll following ratification. Employee's whose anniversary date has not passed by the time of ratification will begin receiving the 6% wage increase no later than the second payroll following ratification.

In addition to the base wage increase, a performance-based wage increase per the Hybrid Plan will be received by an eligible employee on the employee's anniversary date.

The adjusted 2018-19 pay range is as follows:

2. YEAR TWO

Effective October 1, 2019, the entire range of the Hybrid Plan will be increased 6% with a corresponding 6% employee wage increase on the employee's anniversary date.

In addition to the 6% base wage increase, a performance-based wage increase not to exceed 4% will be received by an eligible employee on the employee's anniversary date.

3. YEAR THREE

Effective October 1, 2020, the entire range of the Hybrid Plan will be increased 6% with a corresponding 6% employee wage increase on the employee's anniversary.

In addition to the 6% base wage increase, a performance-based wage increase not to exceed 3% will be received by an eligible employee on the employee's anniversary date.

The adjusted salary ranges for bargaining unit positions over the three year term of this Agreement are as follows:

fy 19 (Year # 1)				fy 21 (Year # 3)			
grade		min	max	grade		min	max
300	records clerk	46,110.00	73,776.00	300	records clerk	51,809.20	82,894.71
302	police officer	51,809.20	82,894.71	302	police officer	58,212.81	93,140.50
306	sergeant	65,407.91	104,652.67	306	sergeant	73,492.33	117,587.74
300	records clerk	22.1683	35.4692	300	records clerk	24.9083	39.8532
302	police officer	24.9083	39.8532	302	police officer	27.9869	44.7791
306	sergeant	31.4461	50.3138	306	sergeant	35.3329	56.5326
fy 20 (Year # 2)							
grade		min	max				
300	records clerk	48,876.60	78,202.56				
302	police officer	54,917.75	87,868.40				
306	sergeant	69,332.39	110,931.83				
300	records clerk	23.4984	37.5974				
302	police officer	26.4028	42.2444				
306	sergeant	33.3329	53.3326				

- No member shall receive a base wage increase over the maximum salary (top-out) established in the VILLAGE pay plan. Increase over top-out pay

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shall be paid as lump sum payments and shall be treated as salary for pension calculation purposes. For employees who were topped out and received a lump sum distribution in lieu of a wage increase in 2018-19, an adjustment will be made to the retroactive pay due to the employee in Year One.

5. The minimum rate established for the bargaining unit positions in the VILLAGE pay plan, shall be paid upon employment to "new hire" employees, except that an amount above the minimum rate may be paid when the rate is approved by the VILLAGE Manager following a written justification from the Police Chief. Approval will be based on the exceptional qualifications of the appointee or the inability to employ adequate personnel at the minimum rate. The Police Chief shall address in his/her justification the rate of pay of current members of the department who have comparable years of service as the proposed appointee.
6. Assignment pay for each member assigned by the Police Chief to Field Training Officers, Detectives, Neighborhood Enhancement Team (NET), Communications Training Officers, Crime Scene Technician/Evidence Custodian, Motor, K9, Marine Patrol, SOG and Night Shift will be 5% annually, prorated to time assigned as those units above.
7. Assignments are discretionary temporary appointments by the Police Chief. The appointment to or removal from an assignment is not subject to grievance or appeal.

ARTICLE 29 PENSION

1. The Village and PBA agree to amendments to the Village of North Palm Beach Fire and Police Retirement Fund (Retirement Fund) for PBA bargaining unit employees summarized as follows:
2. **MULTIPLIER**
 - a. "donut hole" eliminated
 - b. Increase from 2.5 to 2.75 for years of service following ratification of CBA
 - c. Maximum monthly pension benefit capped at 75% of AME
 - d. 185 money applied to reduce Village required annual payment to pension fund
3. **ADDITION OF DEFERRED RETIREMENT OPTION PLAN.**
 - a. Subject to the detailed terms of the draft pension plan amending ordinance, the DROP program for law enforcement officer plan members will include the following components:
 - b. Implementation following approval of amendments to the Pension Ordinance by the Village Council (following review by the Pension Board).
 - c. An employee is considered retired for pension plan purposes upon entering into the DROP plan.
 - e. Employee may elect to participate in the Deferred Retirement Option Plan ("DROP") provided they make the election no later than 30 days after reaching NRD.
 - f. An election to participate in the DROP plan must be made in writing and shall become effective thirty (30) days following the date it is received by the Pension Administrator and Village HR Director.
 - g. An employee who elects to participate in the DROP plan may participate in such plan for a maximum of sixty (60) months.

- h. An employee's credited service and accrued benefit under the system shall be determined on the effective date of the employee's election to participate in the DROP plan.
- i. After entering the DROP plan, a participant shall not be eligible for disability or Village pre-retirement death benefits under the retirement plan. This provision is not intended to limit entitlement to any statutory line of duty death benefit.
- j. A DROP plan account shall be established for each employee who elects to participate.
- k. During the period of the employee's participation in the DROP plan, the employee's normal retirement benefit shall be paid into the employee's DROP plan account.
- l. The employee's DROP plan account shall be invested and credited with interest equal to the overall net (earning less costs) investment rate of return on the retirement plan assets during the period of the employee's participation in the DROP plan. No less than 0% and no more than 6%.
- m. At the conclusion of the retiree's participation in the DROP plan, and as a condition of participating in such plan, the retiree will continue retirement and terminate Village employment. The retiree will thereafter receive a normal retirement benefit at the same rate as previously calculated but the monthly amount will be paid to the retiree and not deposited in the DROP plan account.
- n. The retiree's DROP plan account will thereafter be distributed to the retiree in a cash lump sum, unless the retiree elects an alternative distribution (a/k/a rollover). Direct rollover may be accomplished by any reasonable means determined by the Pension Board.
- o. If a retiree dies before distribution of the retiree's DROP plan account commences, the account balance shall be paid to the retiree's designated beneficiary in such optional form as the beneficiary may select.

- p. Distribution of an employee's DROP plan account shall begin as soon as administratively practicable following the employee's termination of employment but in no event later than 45 days following the employee's termination date.
- q. The intent of the Village and the PBCPBA is that the DROP benefit will have no direct or indirect cost to the Village. If it is subsequently determined that there is a cost to the Village, the DROP option benefit for all employees who at that time have not entered into DROP will be suspended until the Village and the PBCPBA negotiate the continuation, elimination, or modification of the DROP benefit plan.

4. EMPLOYEE CONTRIBUTIONS:

- a. Employees will contribute 5% effective the second pay period following Village Council approval of amendments to the Pension Ordinance.
- b. Employees will contribute 6% effective October 1, 2019.
- c. Employees will contribute 7% effective October 1, 2020.
- d. During DROP, the employee will contribute 4% of salary: 3% credited to the DROP account and 1% to be applied toward the pension plan UAAL, if needed.

The foregoing pensions plan provisions will be submitted to the Village Council by ordinance and will take effect on adoption.

5. The definition of "Earnings" will include up to 300 hours of overtime compensation.

6. Each employee who is a member of the Board of Trustees of the Village of North Palm Beach Fire and Police Retirement Fund shall be granted twenty four (24) hours of administrative leave with pay each calendar year in order to allow

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the employee to attend educational seminars or conferences related to the performance of his or her duties as a trustee or pension benefits or issues.

7. The VILLAGE shall match bargaining unit employee contributions to a VILLAGE approved Chapter 457 Deferred Compensation Plan at a rate fifty cents (\$0.50) for every one dollar (\$1.00) contributed to such plan up to a maximum of sixty (\$60) dollars per month (\$720 annually) to be contributed by the VILLAGE on behalf of each bargaining unit employee.

ARTICLE 30 TRAINING

1. The VILLAGE agrees to provide one week's advance notice for any training scheduled for weekends.
2. Any training beyond Dade, Broward, Martin, St. Lucie, and Palm Beach County will allow for an overnight stay paid for by the VILLAGE. When training in Dade County involves a two day class the night between the training days will allow for an overnight stay paid for by the VILLAGE.

ARTICLE 31 PROBATIONARY EMPLOYEES

1. All new employees shall be designated as probationary employees and shall remain in probationary status in their classification for one (1) year from their date of graduation from the academy, or one year from their date of employment in the case of an employee hired who is already a certified officer who does not attend the academy.
2. Periods of absence of three (3) shifts or more during probation will extend the probationary period by the amount of the absence or one week, whichever is greater.
3. The probationary period shall be regarded as an intrinsic part of the examination process and shall be used for observing the employee's performance and adaptation to Village employment.
4. It is the obligation of all supervisory VILLAGE personnel to periodically review, in writing, the performance of all probationary employees and to recommend removal of personnel with less than an overall satisfactory performance from their position prior to the end of the probationary period. At a minimum, there shall be two (2) written performance evaluations conducted during the probationary period; the first evaluation at six (6) months of employment and the second during the final month of probation.
5. Upon the satisfactory completion of the probationary period the employee shall attain regular status. The Police Chief shall notify the Village Manager in writing that the employee's status has changed from probationary to regular. A copy of the notification shall be placed in the employees personnel file.

ARTICLE 32 ENTIRE AGREEMENT

1. The VILLAGE and the ASSOCIATION acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. The VILLAGE and the ASSOCIATION agree that all negotiable items that should or could have been discussed, were discussed; therefore, neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

2. Therefore, this Agreement contains the entire contract, understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term.

3. In the event of a conflict between this agreement and any collateral document, the terms of this Agreement shall control.

ARTICLE 33 DURATION

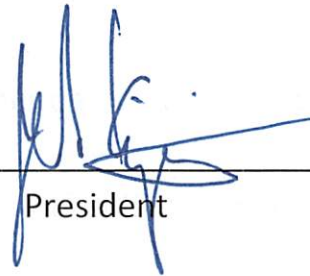
1. This three year Agreement shall be effective from date of ratification by both parties, with wage adjustments retroactive to 10/1/2018, and shall remain in full force and effect until 30th day of September 2021.
2. No base wage increase or cost of living adjustment shall be paid beyond September 30, 2021 except as provided in a subsequent Memorandum of Understanding as may be negotiated and ratified by the parties.
3. The VILLAGE and the PBA agree to commence bargaining for a successor agreement on or about June 30th, 2021.

SIGNATURE PAGE


THE VILLAGE OF NORTH PALM BEACH PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION



Village Manager



President



~~Melissa Teal, CMC~~ JESSICA GREEN, MMC
Village Clerk

Date of ratification by Bargaining Unit: 7-8-19

Date of ratification by the VILLAGE: 7-11-19