

10/25/2021

PALM SPRINGS SERGEANTS/POLICE OFFICERS' CONTRACTS

BETWEEN THE

VILLAGE OF PALM SPRINGS

AND

**THE PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**

OCTOBER 1, 2019

THRU

SEPTEMBER 30, 2022

2019/2022 RE-OPENER

Article 41

Salary

For Fiscal Year 2019/2020:

41.1 The merit plan will remain in effect.

41.2 As of October 1, 2019, Bargaining Unit members will receive a four percent (4%) Across The Board increase, payable the first pay period of fiscal year in 2019/2020.

"Topped out" (i.e., at the maximum of their pay scales) base pay will be increased to allow employees who are "topped out" to receive the full Across the Board pay increase to their base pay according to the provisions outlined in this Article.

41.3 Unless "topped out," all Bargaining Unit members who receive the General Employee Evaluation Form with a total point score of 28 or more on their most recent annual evaluation will receive a one percent (1%) merit increase to their base rate of pay. If a score of 27 is received, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. If a score of less than 28 is received, a merit raise will not be received that fiscal year.

Those Bargaining Unit Members who receive the Supervisor Evaluation Form with a total point score of 36 or more on their most recent annual evaluation, will receive a one percent (1%) merit increase to their base rate of pay. If a score of less than 36 is received, a merit raise will not be received that fiscal year. Each merit increase will take effect upon the first full pay period following anniversary date.

All bargaining Unit Members who receive the General Employee Evaluation Form with a total point score of 33 or more on their most recent annual evaluation will receive an additional one percent (1%) merit increase to their base rate of pay.

Those Bargaining Unit Members who receive the Supervisor Evaluation Form with a total point score of 45 or more on their most recent annual evaluation, will receive a one percent (1%) merit increase to their base rate of pay.

For Fiscal Year 2020/2021:

41.4 As of October 1, 2020, Bargaining unit members will receive a three percent (3%) Across the Board increase, payable the first pay period of fiscal year 2020/2021.

41.5 Unless "topped out" all Bargaining Unit members who receive a satisfactory evaluation (a score of 28 for general employees; 36 for supervisors) will receive a two percent (2%) increase to their base rate of pay. If an unsatisfactory evaluation is

received, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. Each increase will take effect upon the first full pay period following the anniversary date.

41.6 At any time during the term of this Agreement, Village will implement a bi-weekly pay roll period. The Village will provide employees with a minimum of 30 days' notice prior to implementing the new bi-weekly pay roll period.

For Fiscal Year 2021/2022:

41.7 As of October 1, 2021, Bargaining unit members will receive a three percent (3%) Across the Board increase, payable the first pay period of fiscal year 2021/2022.

41.8 Unless "topped out" all Bargaining Unit members who receive a satisfactory evaluation (a score of 28 for general employees; 36 for supervisors) will receive a two percent (2%) increase to their base rate of pay. If an unsatisfactory evaluation is received, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. Each increase will take effect upon the first full pay period following the anniversary date.

41.9 At any time during the term of this Agreement, Village will implement a bi-weekly pay roll period. The Village will provide employees with a minimum of 30 days' notice prior to implementing the new bi-weekly pay roll period.

41.10 Village Employees will be permitted to "cash out" up to forty (40) hours of paid leave time or compensatory time during the two-week period prior to the implementation of the bi-weekly pay roll period.

Article 44

Term of Agreement

44.1 Effective upon ratification of this Agreement, the language negotiated by the Parties in Articles 41 of the CBA shall supersede and replace the former language of Articles 41. Any provisions contained in the previously ratified articles of the CBA not expressly mentioned in this Re-opener Agreement shall remain in full force and effect.

44.2 This Agreement shall become effective immediately upon ratification and shall continue in full force and be effective until midnight on September 30, 2022 or otherwise until a successor Agreement is ratified by the Parties.

44.3 The Parties agree that the adoption of this Agreement resolves all open issues for the period of the Agreement.

THIS CONTRACT was tentatively agreed upon by the Interim Village Manager, as Chief Executive Officer, and the President of the Palm Beach County Police Benevolent Association. The Contract shall not be effective until ratified by the bargaining unit members and the Village Council.

FOR THE PBA:

FOR THE VILLAGE:



John Kazachian
President




Michael Bornstein
Interim Village Manager

THIS CONTRACT was ratified by the parties on the last date shown below:



Lawrence K Fagan
PBA Counsel



Bev Smith
Mayor

Date: 10-25-2021

Date: 10/25/2021