

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF GULF STREAM, FLORIDA**

**AND**

**PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.**

**FOR**

**THE POLICE OFFICERS AND SERGEANTS COLLECTIVE BARGAINING UNIT  
(CERTIFICATION NUMBER 838)**

**October 1, 2022 - September 30, 2025**

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## **ARTICLE 1 PREAMBLE**

This Agreement is between THE TOWN OF GULF STREAM, FLORIDA, a municipal organization, hereinafter referred to as "TOWN", and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as "ASSOCIATION" or "UNION", 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, and other terms and conditions of employment.



## **ARTICLE 2    UNION RECOGNITION AND NOTICE**

1.     The TOWN recognizes the ASSOCIATION as the certified bargaining agent for the regular full-time employees designated as police officers and sergeants as indicated in PERC Order No. 838, issued on October 6, 2021, or as modified by PERC.

2.     The Town shall provide written notice and an opportunity to bargain with respect to the working conditions, rates of pay, and other terms and 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 DUES DEDUCTION**

#### **Section 1.**

Upon receipt of a lawfully executed written authorization from a bargaining unit member, the Town agrees to deduct the current regular association dues on a bi-weekly basis and remit such deductions to the treasurer of the PBA. The PBA will notify the Town, in writing, thirty (30) days prior to any change in the regular PBA dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for association dues.

#### **Section 2.**

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the Town Payroll Section with a copy to the PBA.

#### **Section 3.**

The PBA agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall be at least 8-1/2" wide and 5-1/2" tall in dimension. The information entered on the forms, with the exception of the member's signature, must be either typed or legibly printed. These forms shall read as follows:

#### AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the Town of Gulf Stream to deduct from my wages each pay period, the current regular pay period PBA dues and to transmit this amount to the treasurer of the Palm Beach County Police Benevolent Association, Inc.

Date:

Name:

Town ID Number:

Social Security Number:

Signature:

Address:

#### INSTRUCTION TO STOP DEDUCTION OF UNION DUES

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

Date:

Name:

Town ID:

Social Security Number:

Signature:

Number:

Address:

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

#### **ARTICLE 4    RULES OF CONSTRUCTION**

1. The term “day” means any consecutive calendar day. When the last day of any time period or a deadline under this Agreement falls on a Saturday, Sunday, or legal holiday, then the time period or deadline continues to run until the next day that is not a Saturday, Sunday, or legal holiday.
2. The terms “Association”, “PBA”, and “Union” are synonymous, meaning the Palm Beach County Police Benevolent Association, Inc., and its duly authorized agents.
3. The term “employee” in this Agreement means those individuals employed by the TOWN in positions represented by the ASSOCIATION regardless of membership in the ASSOCIATION.
4. The term “Police Chief” means the Chief of Police or his/her designee.

## **ARTICLE 5    VALIDITY**

If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. In the event a provision(s) 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 provision(s) of this Agreement.

## **ARTICLE 6    WORKER'S COMPENSATION**

1.     The TOWN will carry Workers' Compensation coverage for all employees covered by this Agreement in accordance with the law. All bargaining unit members are covered by Chapter 440, Florida Statutes, and shall be entitled to the benefits set forth in that statute.
  
2.     In the event of an on-the-job injury related to an incident of lawful, active performance of one's law enforcement duties (based on the Chief of Police's sole discretion and determined to be compensable under the provisions of the Workers' Compensation Act), a regular full-time employee may be carried at full pay status for up to six (6) pay periods, prorated to the date of injury and less any workers' compensation benefits. This payment will commence on the first full pay period following the date that the employee is unable to work.
  
3.     Any employee may supplement their workers' compensation benefits with sick leave to reach full pay status. There is no supplemental pay during the pay period in which the employee returns to work.
  
4.     Nothing herein shall require the TOWN to create a light duty position when there is no operational or fiscal justification for its creation.
  
5.     This Article is not subject to the Grievance Procedure of this Agreement, except for Article 6, section 3 above, which is subject to the Grievance Procedure.

## **ARTICLE 7    INSURANCE**

The TOWN will provide bargaining unit member's health, dental, vision, and life insurance to bargaining unit members and their dependents under the TOWN program, 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 8 LEAVE WITHOUT PAY**

1. Based on the Town's number of employees, no bargaining unit members are eligible for leave under the Family Medical Leave Act (FMLA).
2. After 365 calendar days of employment, employees are eligible to request leave without pay. All employee requests for unpaid leave must be in writing to the Town's Human Resources Director, and such request shall include an explanation of the reason(s) for the leave. Such requests must be made at least 30 days in advance of foreseeable events or as soon as possible for unforeseeable events. A healthcare provider's statement must be submitted verifying the need for leave related to medical problems and its requested beginning and expected ending dates. The Town will consider all such leave requests, in light of any undue operational hardship, but the grant of such leave is in the Town's sole discretion.
3. Employees will be required to first use any accrued paid leave time before taking any leave without pay. Benefit accruals, such as vacation, sick leave, or holidays benefits, will be suspended during the leave without pay and will resume upon the employee's return to active employment.
4. Prior to a return to work from leave without pay taken as the result of the employee's own illness or injury, the Town may require an employee to submit to and obtain a fitness for duty evaluation. The cost of the evaluation will be paid by the Town.



## **ARTICLE 9 PAID BEREAVEMENT LEAVE**

1. Employees are eligible for bereavement leave when a death occurs in an employee's family (biological, adopted, step, and/or foster), herein defined as father, mother, brother, sister, spouse, domestic partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, nephew, niece, aunt, uncle, and/or first cousin, as well as the spouse/domestic partner's parents or grandparents. Special consideration may also be given to any other person whose association with the employee was like any of the above relationships, such as to those who reside in the employee's household.
2. An employee shall be allowed up to 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 Town Manager or his or her designee.
3. Following the initial three (3) work shifts of bereavement leave, the employee may supplement any additional, granted bereavement leave with other accrued leave. The Town may require verification of the death before granting such other leave request.
4. Bereavement leave is available to both regular, full-time and probationary employees.

## **ARTICLE 10 MILITARY LEAVE**

1. The Town shall adhere to Federal and State law, including the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), as well as Chapter 250, Florida Statutes and §115.07, Florida Statutes, with regard to any Military Leave. In addition, in accordance with USERRA, the Town shall not retaliate against any member assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that member is not a service member. Any alleged violations of this Article shall not be subject to grievance and arbitration.
2. A copy of employee's Military Orders shall be forwarded to the Town Manager prior to taking military leave.

## **ARTICLE 11 SICK LEAVE**

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

- a. An employee's own injury, illness, or necessary medical and/or dental treatment or appointment(s) which preclude the employee from reporting for duty;
- b. Any injury, illness, or necessary medical and/or dental treatment or appointment(s) of an employee's family member (natural, adopted, step, and/or foster), defined herein as the following: employee's spouse, domestic partner, child, parent, sister or brother, mother-in-law, father-in-law, grandparent, or grandchild. In the sole discretion of the Town, special consideration may also be given to any other person whose association with the employee is like any of the above relationships, including but not limited to those who reside in the employee's household.

2. Employees accrue ninety-six (96) hours (8 shifts) of sick leave per year, accrued at the rate of eight (8) hours of sick leave per month. Sick leave benefits will accrue and be calculated based on the employee's base pay rate.

3. Paid sick leave can be used in minimum increments of two (2) hours.

4. Employees who are unable to report to work because of illness or injury should notify their direct supervisor before each day in which he/she will be absent, at least three (3) hours before the scheduled start of their shift, or as soon as reasonably possible.

5. If an employee is absent for three (3) or more consecutive days because of illness or injury, he or she may be requested to provide a physician's statement verifying the illness or injury, as well as its expected beginning and ending dates. If an employee anticipates being absent for more than five (5) days because of sickness or injury, the employee's leave request must be accompanied by a physician's statement. The employee may request a period of leave without pay. (See Article 8 –Leave Without Pay)

6. Any sick leave covered by a doctor's note providing an adequate explanation of the reason for the absence, in the opinion of the Town, or related diagnosis will not be considered an abuse of sick leave. Use of sick leave based on false claims shall be deemed cause for dismissal, and employees failing to notify their supervisor or the Town Manager of a reason for absence over three days' time shall be considered to have resigned.

7. Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence, including shift differentials for those permanently assigned to night shift, but will not include any special forms of compensation, such as incentives, commissions, or bonuses. Sick leave benefits will not accrue during a leave of absence without pay, suspension without pay, or when an employee is otherwise in a non -pay status.

8. Unused sick leave may be accumulated up to a maximum of 960 hours (80 shifts). Those employees who accrue the maximum number of hours are eligible for the Unused Sick Leave Bonus Program, described below (section 11), at the end of each fiscal year.

9. All unused sick leave will be forfeited upon separation of employment from the Town.

10. Unused sick leave hours are payable at the end of each fiscal year, under the Unused Sick Leave Bonus Program described below.

### UNUSED SICK LEAVE BONUS PROGRAM

At the end of each fiscal year, the Town's Unused Sick Leave Bonus Program provides monetary rewards to eligible employees for sick leave earned but not used in the previous fiscal year.

The bonus is paid at the rates provided in the below chart, for those employees with forty-eight (48) hours or more of unused sick time earned in the previous fiscal year. The maximum payout is 48 hours, reserved for those employees who used none of their 96 hours of sick leave accrued for that fiscal year.

Those employees who have less than 48 hours of sick leave remaining at the end of the fiscal year, or who use more than 48 hours of sick leave in a fiscal year, are not eligible for the bonus program.

For the purposes of this bonus program, the first 96 hours of sick leave used in a single fiscal year will be considered to have been time earned in that fiscal year.

Sick Leave Remaining from Hours Accrued in Previous Fiscal Year	Bonus Paid in Regular Daily Wage Equivalent
96 hours (8 shifts)	32 hours
88-95 hours	29.36 hours
80-87 hours	26.64 hours
72-79 hours	24 hours
64-71 hours	21.36 hours
56-63 hours	18.64 hours
48-55 hours	16 hours
47 or fewer hours	0 hours

11. Bonus payments do not affect accrual of sick leave benefits. In other words, all unused hours for which a bonus is given remain available to the employee to use in future years.

12. For employees deceased in the line of duty, payout for sick leave, up to the maximum of 160 hours, shall be paid to the estate of the decedent.
13. Sick leave is available to both regular, full-time and probationary employees.
14. COVID SICK LEAVE REIMBURSEMENT POLICY: From January 1, 2022, and through September 30, 2022, the Town will provide up to ninety-six (96) additional hours of sick time for those ill with COVID-19. This time will not be charged against the employee's sick time bank. To receive these benefits, the employee test positive for COVID-19 and provide such positive test results to the Town. The employee must quarantine for five (5) days, or more if symptoms persist. The additional sick time will run from the date of the positive Covid-test to the date of the employee's return to work. The PBA may request bargaining on the continuation or alteration of this policy if it requests such bargaining by October 1, 2022.

## **ARTICLE 12 COURT APPEARANCES**

1. Any member required to attend a judicial matter arising from the performance of his or her duties 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 a minimum of three (3) hours payment at one-and one-half (1.5) times the employee's regular rate of pay, or compensatory time, at the member's option.

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 one hundred twenty (120) minutes qualifies for compensation as described above. The one hundred twenty (120) minute time period is calculated from the time the employee is released by the court until the time stated on the next subsequent subpoena. If the time between the court appearances is less than one hundred twenty (120) minutes, then the employee will be compensated for that period as continuous time.

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 Captain, and they will provide the appropriate subpoena and overtime compensation slip. Rescheduling may be requested and coordinated by the Town.

3. Payment shall be made by the next payroll period following completion of the service. Travel in excess of twenty (20) miles outside the perimeter of the Town shall be compensated as one (1) hour of wages for the employee concerned.



## **ARTICLE 13 MANAGEMENT RIGHTS**

1. 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.
2. 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.
3. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.
  4. All decisions regarding discipline and discharge are a management right expressly retained by the Town. The Town Manager decides all issues regarding discipline and discharge of Town employees, and his/her final decisions are applicable to bargaining unit members as well. 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.
  5. 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 14 SENIORITY/SHIFT TRADES/OVERTIME**

1. Seniority shall be defined as length of service with the Town Police Department. Seniority will be a factor considered when reviewing the employees' selection of vacation schedules and scheduling overtime, provided the Police Chief has the final authority to determine the placement of personnel for operational reasons.
2. Mutually agreed upon shift trades will be permitted if a minimum of three (3) days' notice is provided, or at the Chief of Police's sole discretion.
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. The Town will consider seniority as a factor when offering and assigning overtime, but overtime, in the sole discretion of the Town, may be assigned based on availability. Overtime may be mandatory.
4. Where a promotional opportunity shall occur and two (2) or more employees are under consideration, the Chief of Police shall in his/her discretion give due consideration to seniority and qualifications.
5. An employee shall lose their seniority as a result of the following:
  - a. Termination
  - b. Retirement
  - c. Voluntary resignation
  - d. Layoff exceeding six (6) months
  - e. Failure to return from military leave within the time limits prescribed by law.

- f. Failure to return from an authorized leave of absence upon the expiration of such leave.

## ARTICLE 15 PAID VACATIONS

1. Vacation days accrue during each year of service. Exceptions to this general rule may be made by the Police Chief at the Chief's discretion. The amount of paid vacation time that employees receive each year increases with the length of their employment, as shown in the following schedule. Vacation is calculated based on the fiscal year of employment, with October 1 as the start of the Town's fiscal year.

Newly hired employees begin to accrue vacation time at a rate of 80 hours per year - 6.664 hours per month – beginning six months after the employee's start date. Upon the first October 1 after the employee has been employed by the Town for six months or more, vacation accrual will become 88 hours per year, and will thereafter increase by eight (8) hours each year upon October 1, until 15 years of tenure is reached, as noted in the chart below. All personnel shall be entitled to earn and take vacation with pay in accordance with the following accrual schedule:

FISCAL YEAR OF	VACATION DAYS	
	Earned Monthly	Earned Yearly
Six months after the employee's starting date	6.664 hours	80 hours
On the first October 1 after employee has been employed by the Town on a full-time basis after the first six months of employment.	7.328 hours	88 hours
2 years	8 hours	96 hours
3 years	8.64 hours	104 hours
4 years	9.28 hours	112 hours
5 years	10 hours	120 hours
6 years	10.64 hours	128 hours
7 years	11.328 hours	136 hours
8 years	12 hours	144 hours
9 years	12.64 hours	152 hours
10 years	13.28 hours	160 hours
11 years	14 hours	168 hours
12 years	14.64 hours	176 hours
13 years	15.328 hours	184 hours
14 years	16 hours	192 hours
15 years and beyond	16.64 hours	200 hours

2. To take vacation, an employee shall request advance approval from his or her Chief of Police or his designee. Requests will be reviewed based on several factors, including business needs and staffing requirements, and management will attempt to grant all such requests absent operational necessity. Vacation time off is paid at the employee's base pay rate at the time of vacation, including shift differentials for those permanently assigned to the night shift. It does not include overtime or any other special forms of compensation such as incentives, commissions, or bonuses. Employees do not accrue vacation time during leave of absence without pay, suspension without pay, or any other type of leave without pay.

3. Paid vacation time can be used in minimum increments of one (1) hour, with a two (2) hour minimum. Partial days may be used with the prior approval of the Police Chief. Employees may use up to 40 hours of vacation *prior to* accrual each year, with the approval of the Chief of Police.

4. An employee who does not use all of his or her vacation time earned during a fiscal year may rollover a maximum of forty (40) hours to be used during the next fiscal year. If the employee chooses not to rollover any unused vacation time into the next fiscal year, the unused vacation hours will be paid out at the employee's current base rate of pay at the end of the fiscal year in September. An employee's vacation bank shall be capped at a maximum of forty (40) hours. In cases where unusual circumstances prevent an employee from using vacation time during a given year, consideration will be granted for adjustment of carry-over rate and requirements to use vacation time in the discretion of the Police Chief.

5. Upon termination of employment, if the employee has served in the Town's employment for at least six (6) continuous months immediately prior to termination, employees will be paid for unused vacation time that has been earned through the last day of work. However, if the Town, in its sole discretion, terminates

employment for just cause, forfeiture of unused vacation time may result in the sole discretion of the Town and such forfeiture will be considered to be disciplinary in nature, and not subject to the Grievance Procedure in this Agreement.

6. Any Town employee, that chooses to do so, may donate any portion of his or her accrued vacation time to any other active Town of Gulf Stream employee who has been on sick leave for an extended period of time.

7. Employment terminated without cause in the sole discretion of the Town, or by layoff, retirement, illness or injury, shall not affect payment of earned vacation time.

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

## ARTICLE 16 PAID HOLIDAYS

1. The following days shall be considered paid holidays, and all employees will receive twelve (12) hours of pay for the following twelve (12) holiday days, even if they do not work:

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday Following Thanksgiving Day

Christmas Day

Floating Day (To Be Chosen by the Employee with the Prior Approval of the Chief of Police or his designee)

2. The Town will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that shift.

3. If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), holiday pay will be provided instead of the employee's use of the paid time off benefit that would otherwise have applied. In other words, holiday time will not be charged against an employee's accrued vacation time or sick leave.



4. If an eligible nonexempt employee works on a recognized holiday, he or she will be paid at twice the employee's regular rate of pay. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime. Only the hours actually worked on a holiday, if any, count as hours worked in the pay period when calculating eligibility for overtime.

5. If the Town provides an additional holiday to Town employees, the holiday also will be provided to bargaining unit members

## ARTICLE 17 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 under Article 18, unless otherwise grievable.

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 TOWN 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, the employee 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.

**Step 2:** In the event that the employee is not satisfied with the disposition of the grievance at Step 1, the employee 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 the employee's 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 the Chief's designee. The Police Chief shall, within ten (10) calendar days after the receipt of the formal written grievance, render the 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, the employee shall have the right to submit the grievance to the TOWN 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 TOWN Manager shall, within ten (10) calendar days of receipt of the grievance, render the decision on the grievance in writing. If the TOWN Manager shall fail to reply in writing, such failure shall be deemed as an approval of the merits of the grievance/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 TOWN, 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 TOWN 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 TOWN 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 an impartial arbitrator, the party seeking the appointment of an arbitrator shall, within ten (10) 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 ten (10) 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 TOWN will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of their grievance. The employee must either accept or reject the disposition of their 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, the employee may not accept the reinstatement and continue to grieve the loss of back pay. The employee's only choices would be to accept the disposition of the grievance, or to 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.

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 TOWN 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 their 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, as well as the 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. For the first three hundred sixty-five (365) days of consecutive service with the TOWN after initial hire, an employee is probationary. That is, the employee serves at the will and pleasure of the TOWN, and thus, the employee may be disciplined or discharged without explanation or for any reason deemed sufficient

by the appropriate TOWN official. Accordingly, probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.

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

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

15. 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 TOWN in writing (and with a copy of the grievance) in a timely manner. The ASSOCIATION representative will have their name, address and all contact numbers on file with the TOWN.

16. 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.

17. When arbitrability is raised by the TOWN 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.

18. If the TOWN does not agree that the matter is arbitrable, notification shall be sent to the ASSOCIATION of such issue within ten (10) days of receipt of the ASSOCIATION's request to proceed to arbitration. In such an instance, the TOWN must 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.

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

20. 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 18 ASSOCIATION ACTIVITIES AND UNION BUSINESS**

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, to file any grievance, and to express any complaint or opinion relating to conditions of employment or compensation, through duly appointed ASSOCIATION representation. All actions are to be free from any and all restraint, coercion, discrimination or reprisal by the TOWN or the ASSOCIATION. The Town shall recognize one (1) member of the bargaining unit as an authorized PBA representative as designated by the UNION to the Town in writing. The PBA shall be permitted to designate one (1) additional PBA representative as an alternate.

2. Time Pool Bank and Union Business: ASSOCIATION officials and/or authorized members (no more than two (2)) shall be granted the following benefits, as applicable:

A. The Town agrees to establish a PBA time pool bank to be used for PBA representatives and/or authorized bargaining unit members to conduct union business, as defined in this Article. PBA members covered by this Agreement as determined by signed dues deduction cards or a list submitted by the Association shall donate three (3) hours of vacation or compensatory time, at the member's option, each year to the PBA time pool bank. The initial deduction shall be made from each member's vacation leave or comp time during the first pay period in the month after ratification of this Agreement. In subsequent years, said deduction shall be made from each member's vacation or comp time during the first week in October. All unused donated time will be carried over from year to year. The time accumulated in the time pool bank shall be recorded based on hours donated.



B. Leave time contributed to the bank shall be paid out when used, on an hour-for-hour basis at the base hourly rate of the union representative or member who is authorized to use the leave.

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

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

E. Any members performing PBA business off-duty shall be entitled to use the PBA pool time. Charges against the PBA time pool shall be documented by use of a form designated by the Town, to be completed for each request and including the event name and number of hours. The form shall have the approval signatures of the Association President or lead PBA representative and the Chief of Police or his/her designee. The Chief of Police or his designee may approve or deny use of this leave based upon the reasonable operational needs of the Department, and proposed reason for leave. The above form must be submitted to the Chief or his designee a minimum of seventy-two (72) hours prior to the time the employee is requesting to use the time pool bank. Submission made with less than seventy-two hours' notice may be granted at the discretion of the Chief or his designee. In emergency situations the approval of time pool use may be obtained through the appropriate supervisor. Time spent by any employee that is compensated by use of the PBA time pool is not "hours worked" for the Town for purposes of calculating overtime under the Fair Labor Standards Act.

3. Reasonable time shall be granted for the processing of grievances with a duly designated representative of the ASSOCIATION during working hours. The TOWN, in its discretion, may stop the use of such time if it interferes with productivity or manpower needs. However, the exercise of such right on the Town's part will be reasonable, so as to not deprive the employee of his or her right to 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 or meeting 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.

4. The Town 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.

## **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 provided to employees at the time of implementation. If the ASSOCIATION wishes to discuss any such policies, it shall contact the Town and request to discuss same.
2. Nothing in this Article shall be construed as a waiver of the ASSOCIATION's right to bargain over mandatory subjects of bargaining prior to the implementation of such change(s), or to bargain over the impact of any rule change which has the practical effect of altering the bargaining unit members' terms and conditions of employment. Such a request for bargaining must be received within fourteen (14) days after written notification to the ASSOCIATION by the TOWN of any such proposed change(s). Nothing in this Article shall be construed to be a waiver of the Town's management rights, as set forth in this Agreement.

## **ARTICLE 20 BULLETIN BOARD**

1. The ASSOCIATION will provide a serviceable bulletin board for its use. All materials posted must be signed by the designated representative of the ASSOCIATION, or the alternate. The TOWN 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 TOWN, its elected officials, or supervisory personnel.

## **ARTICLE 21 WORKWEEK AND OVERTIME**

1. The TOWN has the right to change work/shift schedules, work cycles, and starting times when operational necessity requires 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, 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, or through compensatory time, at the member's option.

B. At the bargaining unit member's discretion, in lieu of overtime pay, a bargaining unit member may choose to accrue compensatory time. The accumulation of compensatory time shall be limited to a total maximum accrual of forty-eight (48) hours, inclusive of conversion to the time and one-half rate. Requests for the use of earned compensatory time may be granted if a member requests to use compensatory time at least fourteen (14) calendar days in advance. If less than fourteen (14) calendar days' notice is provided, the member shall state the reason for the requested leave and, again, the granting of the request shall be at the discretion of the Police Chief or his/her designee. This provision shall not apply to major holidays, upon the Police Chief's determination that the Department will suffer undue operational hardship, or upon the Chief's determination that the Department is, or will be, in a state of emergency. Compensatory time may only be requested up to a maximum of ninety (90) days in advance.

C. Details at the Town's clubs and other private establishments will be offered at fifty dollars per hour (\$50), with a four-hour (4 hour) minimum. Hours worked on private details are not hours worked for overtime purposes. Officers may check out a Town patrol car for use on the detail, according to Town protocol.

D. Absent exigent circumstances, the TOWN shall provide the affected members, 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, but the proposal will be subject to pre-implementation bargaining at the request of the Association.

E. If the ASSOCIATION timely requests bargaining, the implementation date shall not be delayed, but the parties shall meet as soon as possible and engage in good faith bargaining over the issues identified by the ASSOCIATION.

2. The TOWN retains the right to make changes in schedules when circumstances exist that create an operational hardship, such as hurricanes or declared states of emergencies.

3. An employee who is directed to report for work during a declared state of emergency and fails to do so is subject to discipline.

4. Members who are permanently assigned to work night shifts will receive an additional \$1.00 per hour supplement in addition to their base rate of pay for those hours worked. Such differential pay shall be computed in those members' paid leave and overtime rates. Regular night shift means the shift starting at 7:00 pm and ending at 7:00 am.

5. Members will "clock" in and out of their assigned shifts by utilizing the biometric timecard system, set forth in separate memorandum.

## **ARTICLE 22 PUBLIC SAFETY RELATED EDUCATION**

1. Bargaining Unit Employees are eligible to participate in the TOWN's educational assistance program as revised.

2. In order to qualify for reimbursement under the TOWN's program, all courses to be taken must be related to the employee's job duties, and such courses must be prior approved by the Police Chief and the Town Manager, or their respective designees.

3. Any and all continuing education will be done on the employee's own time, unless prior permission is granted for paid or unpaid leave(s) of absence during which the employee's insurance benefits will continue.

4. Educational reimbursement benefits will be granted uniformly to all employees, absent operational necessity which may prevent the grant of leave(s) of absences.

5. The TOWN also will participate in the State of Florida educational degree incentive program.<sup>a</sup>

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<sup>a</sup> Referring to section 943.22, Florida Statutes, for the Salary incentive program for full-time officers

## **ARTICLE 23 WORK ASSIGNMENT OUT OF GRADE**

A police officer who is formally reassigned for an extended period of time as a Sergeant and who is required to temporarily accept responsibility and carry out the duties of a Sergeant shall be paid five percent (5%) above the individual's present base rate for that position while so engaged.



## **ARTICLE 24 MEDICAL EXAMINATIONS**

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

2. The foregoing shall not be construed to prohibit the TOWN from ordering an employee to undergo an examination to determine physical or psychological fitness for duty when the TOWN has a reasonable suspicion that the employee is unfit to perform their 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 may be required with the written approval of the Police Chief setting forth briefly the facts and inferences, which may be based upon:

- A. Abnormal conduct or erratic behavior while at work;
- B. a significant deterioration in work performance; or
- C. excessive use of sick time.

## **ARTICLE 25 UNIFORM AND CLOTHING ALLOWANCE**

1. The Town shall provide uniforms on an as needed basis and shall provide for the dry cleaning of uniforms at no cost to the employees.
2. Uniforms damaged beyond repair in the line of duty shall be replaced by the TOWN at no cost to the employee.
3. Costs for repair or replacement of watches or eyeglasses damaged or destroyed due to activities of the employee while in the course and scope of duty will be reimbursed by the TOWN at a cost not to exceed one hundred and fifty (\$150.00) dollars per item.
4. A shoe reimbursement of up to one hundred and fifty (\$150.00) dollars per fiscal year shall be paid to all bargaining unit members upon presentation of a receipt for suitable law enforcement work shoes.

## **ARTICLE 26 VEHICLES AND EQUIPMENT**

In the event an employee (if authorized and directed in advance) uses their own automobile for the performance of official duties on behalf of the TOWN, the employee will be compensated at the IRS rate for mileage prevailing at the time of use. TOWN vehicle use shall be covered by the TOWN'S adopted policies.

## **ARTICLE 27 WAGES**

Bargaining unit members will receive wage increases each fiscal year according to the following schedule:

### **1. Fiscal Year 2022-2023.**

Employees base rates will be adjusted by a 5% across the board increase effective October 1, 2022. In addition, employees will receive a gas allowance in 12 equal monthly installments of \$200 per month during the fiscal year ending with the September 2023 payment, as long as the employee is employed with the Town, which gas allowance will not affect the base wage rates.

### **2. Fiscal year 2023-2024.**

The Parties will engage in reopener negotiations on this Article for fiscal year 2023-2024 on or about July 2023.

### **3. Fiscal Year 2024-2025.**

The Parties will engage in reopener negotiations on this Article for fiscal year 2024-2025 on or about July 2024.

## **ARTICLE 28 RETIREMENT BENEFITS**

The TOWN will provide to its employees a 401(a) defined contribution plan and a 457 deferred compensation plan, as detailed in Town policies and manuals. Any change or adjustment to the plan(s) currently in place will be subject to pre-implementation bargaining.

## **ARTICLE 29 TRAINING**

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

### **ARTICLE 30 PROBATIONARY EMPLOYEES**

1. All new employees shall be designated as probationary employees and shall remain in probationary status in their classification for 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 by an additional three (3) months, but notice of such extension must be provided at least thirty (30) days prior to the end of that employee's probationary period.
2. An employee that does not successfully complete his or her initial introductory period shall have no right to utilize any policy or procedure for any matter concerning a failure to successfully meet job performances standards during said period.
3. The probationary period shall be used for observing the employee's performance and adaptation to Town employment.
4. Upon the satisfactory completion of the probationary period, the employee shall attain regular status.

### **ARTICLE 31 POLICE OFFICER'S BILL OF 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 32 DURATION**

1. Except as otherwise provided herein, this Agreement shall be effective October 1, 2022, and shall continue in force and effect from its ratification until its expiration date of September 30, 2025, or otherwise until a successor Agreement is ratified by the Parties.
2. No base wage increase or cost of living adjustment shall be paid beyond the end date of this Agreement, except as provided in a subsequent Memorandum of Understanding as may be negotiated and ratified by the Parties.
3. The TOWN and the PBA will commence bargaining for a successor agreement on or about July 2025.

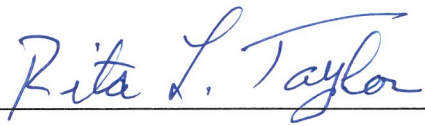
**SIGNATURE PAGE**

THE TOWN OF GULF STREAM, FLORIDA

THE PALM BEACH COUNTY POLICE  
BENEVOLENT ASSOCIATION, INC.

  
\_\_\_\_\_  
Town Manager

  
\_\_\_\_\_  
President, Palm Beach County Police  
Benevolent Association, Inc.

  
\_\_\_\_\_  
Town Clerk

Date of ratification by Bargaining Unit: 9/16/22

Date of ratification by the Town: 9/21/2022

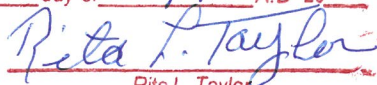
**CLERK'S CERTIFICATE**

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss  
TOWN OF GULF STREAM )

I, Rita L. Taylor, hereby certify that I am the duly appointed and acting Clerk of the Town of Gulf Stream, Florida, that the foregoing is a true and correct copy of a Document, the original of which is on file in the Office of the Town Clerk of the Town of Gulf Stream, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Town, this 21<sup>st</sup> day of SEPT. A.D. 2022

(SEAL)

  
\_\_\_\_\_  
Rita L. Taylor  
Town Clerk

