

**THE CITY OF
PALM BEACH GARDENS**

AND

**PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**

**POLICE OFFICERS, SERGEANTS
AND COMMUNICATION OPERATORS**

October 1, 2022

THROUGH

September 30, 2025

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ARTICLE 1

PREAMBLE

Section 1: This Agreement is entered into by and between the City of Palm Beach Gardens, a municipal corporation in the State of Florida, hereinafter called the "Employer" or the "City" and the Palm Beach County Police Benevolent Association, Inc., hereinafter referred to as the "PBA" or "Association". The Labor Agreement is applicable for employees as defined in Certificate No. 221 issued to the PBA in accordance with the Certificate granted by the Public Employees Relations Commission on April 15, 1976.

Section 2: The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic and entire Agreement between the Parties in the determinations of wages, hours and terms and conditions of employment.

Section 3: The Parties recognize that the basic interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and function of the municipal government, and by providing in the most efficient manner, superior public service to the citizens of the community.

ARTICLE 2

RECOGNITION

Section 1: The City of Palm Beach Gardens hereby recognizes the Palm Beach County Police Benevolent Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit. The classification or job title used below is for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.

Section 2: The bargaining unit for which this recognition is accorded is as defined in Certificate No. 221, granted by the Public Employees Relations Commission on April 15, 1976, and amended on December 4, 1991, comprised of all Police Officers who hold the rank of sworn Certified Police Officer, Police Sergeants, non-sworn Police Communication Operators, and non-sworn Communications Supervisors.

Section 3: The Palm Beach County Police Benevolent Association hereby recognizes the City Manager or his representative as the Public Employer's only representative for the purpose of collective bargaining and the City recognizes the PBA President or his representative as the PBA's only representative for purposes of collective bargaining.

Section 4: For the purpose of this Agreement, the terms bargaining unit employees, officer, member and/or employee shall be synonymous.

Section 5: The City shall send formal notices and communications involving collective bargaining to:

Palm Beach County Police Benevolent Association, Inc.
2100 N. Florida Mango Road
West Palm Beach, Florida 33409

ARTICLE 3

OFFICER IN CHARGE AND FIELD TRAINING OFFICERS

Section 1: Assignments as a Field Training Officer (FTO) or Communications Training Officer (CTO) shall be at the discretion of the Chief of Police, and shall not be considered as a promotion for purposes of this Agreement. Effective on ratification, anyone assigned as an FTO shall receive 5% assignment pay calculated on base salary. Anyone assigned as a CTO shall receive 5% assignment pay calculated on base salary. FTO and CTO assignment pay shall not be included in the employees' base salary, but shall be paid as a separate line item each pay period. Removal from the assignments shall be at the discretion of the Chief of Police.

Section 2: Assignments as FTO Supervisor shall be at the discretion of the Chief of Police. Effective upon ratification, anyone assigned as an FTO Supervisor shall receive 5% assignment pay calculated on base salary. FTO Supervisor assignment pay shall not be included in the employees' base salary, but shall be paid as a separate line item each pay period. Removal from the assignments shall be at the discretion of the Chief of Police.

Section 3: The City agrees that the selection of FTOs and CTOs and their duties shall be in accordance with Police Department Policy and the Police Department will not change that policy without consulting with the PBA.

Section 4: When an Officer is assigned to fulfill the responsibilities of a Sergeant for a period of one (1) full shift or more his/her base pay shall be increased by 5%. When a Communications Operator fulfills the responsibilities of the position of Communications Supervisor for a period of one (1) full shift or more his/her base pay shall be increased by 5%.

ARTICLE 4

ASSOCIATION REPRESENTATIVES

Section 1: A bargaining unit member, who is an elected PBA official and/or site representative shall be permitted to use time from the PBA time pool, excluding unscheduled leave, for the purpose of conducting PBA business and negotiations provided that:

(1) All requests for the use of PBA time will be submitted to the representative(s) bureau major.

(2) Sufficient manpower is available to maintain efficiency of operations during the absence of the PBA officials as so determined by the Chief of Police or his designated representative.

Section 2: It shall be the responsibility of the bargaining unit to promptly notify the City Manager and the Chief of Police in writing of any change in the designation of PBA representatives.

Section 3: PBA representatives, unless authorized by the Chief or his designee, shall not contact any employee or other person concerning grievance matters or PBA business during either the working hours of the PBA representative or the working hours of any employee sought to be contacted.

Section 4: An Employee Organization Time Pool shall be established on the basis of each PBA member contributing four (4) hours of personal leave to the pool. Said four (4) hours will be deducted from each PBA member's leave balance as needed. This contribution will be limited to once annually upon a written request from the PBA at least 90 days in advance. No time will be deducted without such notice to the Finance Department.

Section 5: The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in all matters requiring mutual consent or other official action called for by this Agreement. The Union agrees to notify the City of the name of such authorized representatives as of the execution of this Agreement and each replacement therefore during the term of this Agreement. Authorized representatives shall be defined as the elected officers of the Union and duly elected or appointed stewards, provided that notification has been provided in writing to the Office of the Police Chief at least twenty-four (24) hours in advance. Until such notice is received, the City is under no obligation to recognize the individual as an authorized representative of the Union.

Section 6: The Union likewise agrees that during the term of this Agreement, the Union and the employees covered hereunder shall deal only with the City Manager or his representative in matters requiring mutual consent or other official action and specifically, the Union agrees that neither the Union nor the employees hereunder shall seek to involve the City's elected officials in the administration of this Agreement, or otherwise in the operation of the City's Police Department. All matters relating to grievances shall be processed only through the grievance chain of command.

ARTICLE 5

BARGAINING UNIT IDENTIFICATION

Section 1: Upon request, the City agrees to provide to the PBA on an annual basis a roster of the sworn and non-sworn bargaining unit employees' names, addresses, dates of birth, social security numbers and current rates of pay.

Section 2: The PBA agrees to remit to the City the amount of \$25.00 annually for the administrative cost of providing said roster upon receipt of a statement from the City's Human Resources Department.

ARTICLE 6

BEREAVEMENT LEAVE

Section 1: In the event of the death of the mother, father, step-mother, step-father, grandmother, grandfather, grandchild, brother, sister, husband, wife, registered domestic partner, and son or daughter (biological, adopted, step, or foster) of the employee or the employee's spouse/registered domestic partner, such employee shall be entitled to funeral leave for the purpose of arranging and attending said relative's funeral for a period of three (3) working days for any one death. In the event the death requires an out-of-area trip exceeding 250 miles one way, the Police Chief shall authorize an additional (2) working days.

Section 2: An employee on funeral leave provided in the Article shall be paid for such hours which the employee would normally be scheduled to work.

Section 3: The City reserves the right to require documentation supporting compliance with the provisions of this Article after the employee returns to work.

Section 4: The provisions of this Section shall not apply to employees who fail to contact the employer prior to taking such leave.

ARTICLE 7

BULLETIN BOARDS

Section 1: The Chief of Police will designate the following two (2) bulletin board locations in the Police Department for the exclusive use of the PBA in connection with Union business.

Section 2: The Chief of Police may make periodic inspections of the bulletin boards and request material be removed. Removal shall not be unreasonably denied by the Association.

ARTICLE 8

CHANGE OF STATUS

Section 1: The placement of employees within the Police Department shall be the responsibility of the Chief of Police. An employee may be transferred or reassigned for operational reasons.

Section 2: Whenever feasible, employees will be notified at least two (2) weeks in advance of transfer, reassignment or change of shift.

ARTICLE 9

COURT TIME

Section 1: Off duty court time shall be computed in the following manner: The normal witness fee and expenses shall be retained by the employees, and an additional three hours of credit shall be given for the first court appearance in any given calendar day, subject to the provisions set forth herein.

Section 2: An officer or ECO, who is required by the City to be in court while off duty, shall receive a minimum of three (3) hours pay at one and one-half (1.5) their regular rate of pay. Officers and ECOs appearing in court shall wear their uniform or appropriate business attire.

Section 3: For each court appearance in excess of three (3) hours, an officer or ECO shall receive credit for all hours during which his attendance is required, in accordance with the FLSA.

Section 4: 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 officer is released by the court until the time stated on the next subsequent subpoena.

ARTICLE 10

CONTRACT CONSTITUTES ENTIRE AGREEMENT

Section 1: The Parties acknowledge and agree 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 or matter included by law within the area of collective bargaining, and the Parties' understandings and agreements set forth in the Agreement were the result of the exercise of that right and opportunity.

Each Party agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, but it is further recognized that this Article does not constitute a waiver of the PBA's right to negotiate any past practice or changes in contractual terms.

Section 2: By mutual agreement, any items may be brought to the table for negotiations.

Section 3: The Parties agree not to propose any changes to this Agreement during the duration of this Agreement unless there is mutual consent to negotiate such changes.

ARTICLE 11

DISCIPLINE

Section 1: The Parties recognize that the interest of the community and job security of the bargaining unit members depends upon the City's success in providing proper and efficient services to the community. To this end, the City and the PBA encourage to the fullest degree, behavior which is positive and supportive of the goals of effective municipal management and public safety. The Parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

Section 2: No bargaining unit employee who has completed the initial probationary period shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following disciplinary actions may be utilized and, depending on the severity of the offense, the first action may be at any level including dismissal.

- A. Written Reprimand
- B. Suspension without Pay
- C. Demotion
- D. Dismissal

Section 3: A written reprimand and up to a one (1) shift suspension without pay may be grieved but not subject to the arbitration provisions of this Agreement.

ARTICLE 12

DUES DEDUCTION

Section 1: Upon receipt of a lawfully executed written authorization form from an employee, the city agrees to deduct the current regular associated dues once each month and remit such deductions to the duly elected Treasurer of the PBA within fifteen (15) working days from the date of deduction. The PBA will notify the City in writing thirty (30) days prior to any change in the regular PBA dues structure. The employer is expressly prohibited from any involvements 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 revocation form to the City's Finance Department with a copy to the Association.

Section 3: The PBA agrees to pay to the City one hundred (100) dollars per year to cover administrative costs and changes. The amount will be deducted annually from the first remittance in January.

Section 4: The PBA agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF PBA DUES

I hereby authorize the City of Palm Beach Gardens to deduct from my wages each month the current regular monthly PBA dues and to transmit this amount to the Treasurer of the Palm Beach County Police Benevolent Association.

DATE: _____
NAME: _____
ADDRESS: _____
SIGNATURE: _____

INSTRUCTION TO STOP PAYROLL DEDUCTION OF PBA DUES

I hereby instruct the City of Palm Beach Gardens to stop deducting from my wages each month the current regular Monthly 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: _____
ADDRESS: _____
SIGNATURE: _____

Section 5: The PBA agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought and issued against the City as a result of any action taken or not taken by the City on account of payroll deduction of PBA dues.

ARTICLE 13

DURATION

Section 1: This Agreement shall be effective October 1, 2022, or on the date of ratification, whichever occurs later, subject to the approval and appropriation of the necessary funds by the City Council of Palm Beach Gardens, Florida. This agreement shall continue in full force and effect until September 30, 2025, or a successor Agreement is ratified.

ARTICLE 14

FUNERAL EXPENSE / SURVIVOR BENEFITS'

Section 1: The City will provide for funeral and burial expense for members killed in the line of duty who are eligible for Statutory Death in Line of Duty benefits, and an additional benefit of \$10,000 will be paid directly to the beneficiary of said member.

ARTICLE 15

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member or the PBA which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

Section 2: Grievances concerning working condition not specifically covered by the terms and provisions of this Agreement shall be subject to the grievance procedure up to, but not including, arbitration.

Section 3: In the event a grievance should arise as to the interpretation or the application of the terms of the Agreement or Departmental regulations, the said dispute or grievance shall be dealt with in the following manner. Any grievance not answered by the City within the time limits provided below will automatically advance to the next higher step of the grievance procedure.

STEP 1

The aggrieved employee or an Association representative shall present the grievance or dispute in writing, setting forth the facts with particulars and the remedy sought, within ten (10) working days (Monday through Friday) of its occurrence or knowledge thereof, to the Bureau Major. The Bureau Major shall reply in writing within ten (10) working days (Monday through Friday) of receipt of the grievance or dispute. If the Bureau Major shall fail to respond in writing, the grievance is presumed to be denied and the employee or an Association representative may move to the next step.

STEP 2

If no written reply has been made or if a written response has been made, and the aggrieved employee is dissatisfied, the aggrieved employee or the PBA representative may, within ten (10) working days (Monday through Friday) of receipt of a reply or if none is submitted, present the grievance or dispute to the Chief of Police.

The Chief of Police shall reply in writing within ten (10) working days (Monday through Friday) of receipt of the grievance. If the Chief of Police shall fail to reply in writing, the grievance is presumed to be denied and the employee or an Association representative may move to the next step.

STEP 3

If the Chief of Police replies and the aggrieved party or the PBA is dissatisfied, then the grievance may be submitted to the City Manager within ten (10) working days (Monday through Friday) of receipt of the Chief's reply. The City Manager shall reply within ten (10) working days (Monday through Friday) of receipt of the grievance or dispute. If the City Manager shall fail to reply in writing, the grievance is presumed to be denied and the employee or an Association representative may move to the next step.

STEP 4

If the grievance has not been settled by Steps 1-3, the PBA or the City may refer it to arbitration within fifteen (15) working days (Monday through Friday) of receipt of the City Manager's reply. The PBA or the City will submit a request to the Federal Mediation & Conciliation Services (FMCS) for a panel of seven (7) arbitrators from which one (1) shall be selected by the Parties. The arbitrator's decision shall be supported by substantial evidence on the record as a whole.

In any arbitration or PERC proceeding where the PBA subpoenas or otherwise calls bargaining unit employees to appear, the PBA will advise the City of all unit employees it intends to call as witnesses and will schedule them so as to minimize lost time from work. The PBA shall provide the City with at least ten (10) days' written notice with respect to any employee subpoenaed or otherwise appearing on behalf of the PBA.

The decision shall be in writing with a full statement of findings and reasons. The decision of the arbitrator shall be final and binding on the Parties; provided that the arbitrator shall have no power to modify, amend, or alter this Agreement. The expense of the arbitrator shall be borne by the parties.

Section 4: By agreement of both parties, a meeting will be held at any step of the grievance procedure.

Section 5: Expedited Arbitration

All discharge grievances, and any other grievances mutually agreed upon for expedited processing, shall be arbitrated on an expedited basis. To accomplish this goal, the City and the PBA agree upon the following procedure for expedited cases.

(1) The selection of an arbitrator must be completed within the time limits provided by the FMCS. Failure to do so will bar the untimely party from submitting its preference or choice of an arbitrator.

(2) After an arbitrator has been selected, the arbitration hearing shall be held no later than thirty (30) days thereafter, unless the arbitrator is unavailable within this thirty (30) day period.

(3) Briefs, if any, must be filed with the arbitrator no later than thirty (30) days after the close of the hearing or after receipt of the transcript if a transcript is requested.

(4) The arbitrator must render an opinion within thirty (30) days of receipt of the briefs.

Section 6: The PBA and the City shall each bear its own expense in the arbitration proceedings, except that both Parties shall share equally the fee and other expenses of the arbitrator.

Section 7: A probationary employee may not grieve any matter concerning assignment, or discharge.

Section 8: Settlement of grievances prior to the issuance of an arbitration shall not constitute a precedent nor shall it constitute an admission that the Agreement has been violated.

Section 9: Either Party may reject one (1) panel of arbitrators.

ARTICLE 16

HOLIDAYS

Section 1: The official holidays to be observed by bargaining unit members shall be:

New Year Day
Martin Luther King's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Veteran's Day
Christmas Day

Section 2: Bargaining unit members shall also receive one (1) floating day, which shall be requested in advance and taken any time during the calendar year (January 1 – December 31). The floating day is considered a full shift off and not considered an official holiday for overtime purposes.

Section 3: An official holiday that falls on Saturday or Sunday shall be observed on that Saturday or Sunday by employees whose regularly scheduled work week includes Saturday and/or Sunday as a day of work.

Section 4: If an employee has credited time of forty (40) hours for the work week, excluding unscheduled leave, disability leave, or leave without pay, the rate of pay for the employee whose services are required on an official holiday shall be: a day's pay for the holiday, plus one and one-half (1.5) times the employee's straight time rate of pay. However, if the employee does not have credited time of forty (40) hours for the work week, any employee who shall be required to perform work on a holiday shall be compensated at straight time.

Section 5: Employees, who receive compensation for an official holiday without working on such holiday, shall be paid 8 hours at their regular straight time rate of pay for the day on which the holiday falls. Nothing set forth herein shall be construed as relieving the Chief of Police of his responsibilities for the performance of required functions. The Chief of Police shall determine the personnel required to work each holiday.

ARTICLE 17

INCENTIVE PAY

The City, during the term of this Agreement, shall continue to participate in the State Incentive Pay Program.

ARTICLE 18

INSURANCE BENEFITS

Section 1: The City shall continue providing the current health insurance coverage at no cost to individual employees or the same contribution amounts as all other employees of the City, whether or not such employees are in a bargaining unit, from October 1, 2022 through September 30, 2025.

Section 2: Employees who elect to maintain dependent coverage will contribute a dollar amount equal to the amount contributed toward the cost of dependent coverage that any other employees of the City are required to pay, whether or not such other employees are in a bargaining unit.

ARTICLE 19

LEAVE OF ABSENCE

Section 1: Leaves of absence without pay for a period not to exceed six (6) months may be granted at the sole and exclusive discretion of the City Manager.

Section 2: An officer who is a member of a military reserve unit and who must attend annual field training sessions is entitled to a leave of absence as provided by federal/state law(s). Upon presentation of military pay orders, the City will reimburse the employee for the difference between his military pay for the annual training session and his regular rate of pay. An employee called to active duty will be treated in accordance with federal law.

Section 3: An employee who is on duly authorized paid leave of absence will continue to maintain all benefits including seniority, longevity, and insurance benefits.

Section 4: An employee on an authorized unpaid leave of absence will continue to receive full benefits for up to thirty (30) calendar days. After thirty (30) calendar days, the employee will continue to accrue seniority but will not receive any other benefits, except the employee may continue health insurance by paying the entire premium.

ARTICLE 20

LEGAL BENEFITS

Section 1: The City shall, upon timely notice by an employee, undertake the defense of any employee covered by this agreement against civil damage suits arising from and in connection with their employment.

Section 2: The City shall indemnify all employees against judgments for compensatory damages rendered against an employee in a civil damage suit arising from and in connection with duties performed by the employee in the scope of their employment for the City provided that the employee has not engaged in gross negligence or intentional misconduct. The City shall not indemnify any employee against judgments rendered in civil suits which the City has not been given notice of and an opportunity to defend.

Section 3: The employee shall give notice to the City during their tour of duty of all injuries or damage to persons or property, including the employee himself, incurred by or witnessed by the employee while the employee is on duty.

Section 4: It shall be the duty of the employee to notify the City Manager's Office at first reasonable opportunity of being served with any civil action.

Section 5: Failure to provide the notices required in Section 3 and 4 shall result in disciplinary action, but shall not limit the City's obligation to provide defense and indemnification, provided reasonable notice is given and the City's opportunity to defend is not adversely affected.

Section 6: The employee has the right to retain legal counsel of his choice at his own option and expense. The City shall make copies of discovery documents available to the employee at no cost to the employee, provided there is no disputed issue of liability between the City and the employee involved in the suit.

ARTICLE 21

LONGEVITY BENEFITS

Section 1: All bargaining unit members hired before October 1, 1991, who shall have completed their required years of service, indicated below, shall be entitled to a percentage increase in salary as follows:

Years of Continuous Service	Percentage Increase in Salary
4 Years	2%
7 Years	4%
11 Years	6%
15 Years	8%
20 Years	10%

Said percentage increases shall be added to base salary.

Section 2: Longevity allowances for employees hired after September 30, 1991, shall be as follows:

Bargaining unit members shall be entitled to a percentage increase to their base wages when they have completed their required years of service as indicated below: (For example, an employee with more than 10 years of continuous service but less than 15 will receive 2.5% upon completion of 15 years of continuous service.)

Years of Continuous Service	Percentage Increase in Wages
7 years	2.5%
10 years	2.5%
15 years	2.5%
20 years	2.5%

Section 3: Continuous service for purposes of this article shall be defined as employment in the City services without a break or interruption. Layoffs not exceeding one (1) year, authorized military leave, educational leave, vacation leave or lawful extension thereof, or reinstatement in accordance with this agreement, shall not affect continuity of service.

Section 4: Effective October 1, 2012, longevity payments shall be frozen at their current levels for all employees and shall not be increased on any future anniversary dates. Employees hired after September 30, 2012 shall not receive any longevity benefits.

ARTICLE 22

MAINTENANCE OF CONDITIONS

Section 1: All matters pertaining to terms of employment and working conditions guaranteed by law and written policy to employees within the bargaining unit shall apply to the extent that they are not in conflict with the provisions of this agreement.

Section 2: Any written rule, regulations, policy or procedure affecting employees of the bargaining unit in effect prior to as well as those issued after the effective date of this agreement shall remain and be in full force and effect unless changed, modified or deleted by the employer or unless in conflict with any article or section of this agreement.

Section 3: Any time the Chief of Police has the right to take an action or an obligation to do so the Chief of Police may utilize a designee.

ARTICLE 23

MANAGEMENT RIGHTS

Section 1: The Police Benevolent Association and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to determine the mission of the City and its various departments, divisions and other units of organization; set standards of service, establish and implement policies and procedures related to employment, promotions, position classification, discipline for just cause, transfer, assignment, and scheduling of employees, subcontract work; merge, consolidate, or close a department or any part thereof or expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency, or interim basis, determine the number, location and operations of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities, and equipment. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

Section 2: If, at the discretion of the City Manager, it is determined that civil emergency conditions exist, i.e., riot, civil disorder, pandemic, or natural disaster, the provisions of this Agreement may be suspended for good cause by the City Manager during the time of such emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 24

NON-DISCRIMINATION

Section 1: Neither the City nor the PBA shall discriminate against any employee covered by this Agreement because of race, creed, color, disability, national origin, age, sex, sexual orientation, marital status, familial status, pregnancy, genetic information, gender identity or expression.

Section 2: While claims of discrimination may be processed through normal City complaint procedures, if the matter cannot be resolved, then the employee should address the issue to the appropriate county, state and/or federal agencies that deal with these issues. Complaints of discrimination may not be processed through the arbitration procedure.

Section 3: The City will not discriminate against any employee covered by this agreement because of membership or non-membership in the Association or authorized activity as required in this agreement on behalf of the members of the PBA.

ARTICLE 25

OUTSIDE/ EXTRA- DUTY EMPLOYMENT

Section 1: No member of the bargaining unit may hold outside employment unless the Employee's written request for approval of such employment is recommended by the Police Chief and approved by the City Manager and complete the "Palm Beach County Commission on Ethics Employee Conflict of Interest Waiver" form. The granting of such approval is expressly contingent upon the following:

- A. Assurance that the employee's City position is of primary importance.
- B. Consideration of the effect the outside employment may have upon the efficiency of the requesting employee; and
- C. Determination as to the compatibility of the outside employment with the City employment.
- D. Whenever the outside employment is in the nature of "Security Guard" type work, as determined by the City Manager, the employee providing the City a certificate of insurance from the proposed outside employer (or from the employee as an independent contractor), the certificate of insurance must be approved and accepted by the City. In order to be acceptable, said certificate of insurance must prove that the employee and the City of Palm Beach Gardens are adequately insured against liability for any and all acts done by or caused by such employee while engaged in such outside employment, and that the employee and the City are adequately covered for any worker's compensation liability arising out of such outside employment.

The above paragraph notwithstanding, the City does hereby reserve the right, at any time and at the sole discretion, to require any or all such future employers to contract directly with the City for such outside employment services (which are related to the employee's City job function). Effective October 1, 2022, the City shall pay the officer \$50.00 per hour and the sergeant \$55.00 per hour. The City shall pay each Communications Operator \$40 per hour and each Communications Supervisor \$45 per hour. All required deductions for social security and taxes shall also be made by the City prior to payment to the employee. Any ECO, officer and/or sergeant assigned to outside employment on any City Holiday (see Article 16), as well as St. Patrick's Day, Halloween, Christmas Eve, New Years Eve, Super Bowl Sunday, Easter, shall be compensated at ten dollars (\$10.00) per hour above the aforementioned rate.

In cases of such approved outside employment which is contracted through the City, no certificate of insurance shall be required from the outside employer. Such outside employment contracted through the City may include both temporary and long

term outside employment, by one or more such outside employers. All outside employment contracted through the City shall continue to be subjected to the conditions set forth in paragraphs A, B, and C above.

Section 2: No member of the bargaining unit may work at any previously approved outside employment, nor at any future outside employment, while said member is on injury leave or restricted duty or for a workers' compensation injury, unless additional express approval for such outside employment is obtained by the member from the Police Chief and the City Manager, who shall take into consideration the recommendation(s) from the employee's physician and/or from the City Physician.

ARTICLE 26

PERSONNEL RECORDS

Section 1: The City shall maintain all official personnel records in a central office hereafter known as the Human Resources Department and all records shall be kept confidential to the extent provided by law.

Section 2: The name and photograph of a bargaining unit employee may be furnished to the news media in order to announce promotions or acts of exemplary service with the approval of the employee.

Section 3: The City agrees that upon request and appointment, a bargaining unit employee shall have the right to inspect their official personnel record.

Section 4: The City agrees that a member shall have the right to include in his official personnel record a written and signed refutation (including signed witness statements) of any material he considers to be detrimental.

Section 5: All insertions, upon approval by the Human Resources Director, into a member's personnel file will remain a permanent part of the member's official personnel records.

ARTICLE 27

PHYSICAL EXAMINATION AND PHYSICAL FITNESS

Section 1: Bargaining unit members who are sworn law enforcement officers shall be required to complete an annual comprehensive physical examination. Said examination will be performed by a third-party law enforcement officer physicals vendor selected and paid by the City. The exams will take place while the employee is off duty, but all employees required to complete the exam shall be paid a flat rate of 4 hours of pay at their overtime rate and will arrange to have their blood drawn in a timely manner prior to their physical. The only report the City will receive is whether or not the employee is fit for duty.

Section 2: In the event the annual physical results in a determination that the employee is not fit for duty, the employee will be placed on light duty for up to twenty (20) days, unless extended by the Police Chief, in order to allow the employee to address any identified issues. An employee may decline such light duty assignment but will then be required to utilize his/her accrued leave for the duration of what would have otherwise been the light duty assignment. If the employee is not yet able to return to work after the twenty (20) days, and if the employee is not receiving workers' compensation benefits, the employee will be required to utilize his/her accrued leave. Nothing in this Article will be construed to prevent the employee's benefits under the Workers' Compensation Act (Article 40).

Section 3: Physical Fitness Assessment

- a) The parties agree that the nature of an employee's job as a sworn law enforcement officer is such that the safety and welfare of fellow officers, citizens, and the Police Department can be served best if an adequate level of physical fitness is maintained. Accordingly, as a condition of employment as an officer or sergeant, the City will require all employees who are state certified law enforcement officers to complete a "physical abilities test" on an annual basis during their on-duty time starting October 1, 2023.
- b) The Police Department intends to implement the Physical Agility Test (PAT) used by the Palm Beach State College Criminal Justice Institute, starting October 1, 2023. Officers and Sergeants will have the opportunity voluntarily, on their off-duty time, to take the PAT up to 3 times during the first year of this Agreement, and the City will pay the College for administering the PAT(s). After 10/1/2023, Officers and Sergeants will be scheduled to take the PAT and obtain a passing score. Those unable to pass the test must retake and pass it prior to September 30, 2025. Failure to achieve a passing score will result in termination of employment.

ARTICLE 28

PROBATIONARY PERIOD

Section 1: All bargaining unit members including rehires shall be subject to the satisfactory completion of a twelve (12) month probationary period beginning on the completion of their Field Training (FTO) phase. All probationary employees shall receive an employee evaluation on or near the midpoint of their probationary period.

Section 2: The Chief of Police, with the City Manager's approval, may extend the probationary period for up to six (6) additional months for any non-supervisory employee (officers and communications operators) in order to further evaluate performance or if mandatory educational requirements have not been met within the probationary period. Notification of extension of probation shall be provided in writing to the employee.

Section 3: In order that a probationary employee attains regular status, the Chief of Police must notify the City Manager in writing that the employee's performance is satisfactory and he/she is to continue in the position.

Section 4: Any decision involving assignments, layoff or dismissal of probationary employees is entirely within the discretion of the City. Such decision shall not be subject to the grievance procedure. However, the employee may grieve other alleged contractual violations during said probationary period.

Section 5: All promotions (sergeants and communications supervisors) shall have a probationary period of twelve (12) months, which can be extended an additional twelve (12) months by the Chief of Police, with City Manager approval.

ARTICLE 29

PROHIBITION OF STRIKES

Section 1: No employee, PBA officer, or agent shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer.

Section 2: In the event of a strike, slowdown, concerted stoppage of work, or other intentional interruption of the operations of the employer, regardless of the reason for doing so, the PBA shall direct an immediate action to the fullest extent of its power and influence to bring about a cessation of such activities. If the Union fulfills in good faith all of the obligations under this section, the City agrees that the Union will not be liable for any damages resulting thereafter.

Section 3: The employee and the PBA individually and collectively, shall be liable for any damages which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this Article.

ARTICLE 30

PROMOTIONS

Section 1: When a budgeted Sergeant's position exists and is declared vacant by the City, appropriate notice shall be given. However, the City is not obligated to fill a vacant Sergeant's position.

Section 2: The City will announce promotional examinations for the position of Sergeant at least forty-five (45) days prior to the testing date. The City will also list the areas which the examination will cover, provide the sources from which the examination is drawn and make all such reference material available. Employees will be reimbursed for the total amount incurred for the cost of the approved study materials provided they complete all portions of the promotional exam for which they qualify. If an employee does not complete all portions of the exam and the Police Chief determines he/she is excused, then he/she will be reimbursed the cost of the approved study materials. Once a promotional list is established as a result of the competitive test, that promotional list will exist for eighteen (18) months from the date it is posted or until it is reduced to two or less candidates.

Section 3: To be qualified for the eligibility list the candidate must possess at least five (5) years continuous law enforcement service with the City prior to the date of the examination for Sergeant.

Section 4: Names of eligibles for Police Sergeant shall be removed from the appropriate eligibility list by any of the following:

- A. Appointment through certification from such list to fill a position of Police Sergeant.
- B. Written statement by the eligible that he/she is not willing to accept appointment.
- C. Separation from the City service of an employee on a promotional list.

Section 5: The City agrees to use only job-related promotional examinations.

Section 6: The City agrees that promotions within the bargaining unit shall be made in accordance with Department policy, which shall not be changed without mutual consent of the City and the PBA, if such change affects/modifies this Agreement.

Section 7: Selections for promotion will be made from the promotion register composed of only those Officers who received at least a score of 75% on the written examination and received a "pass" on the assessment center component of the

examination. The Chief may select any officer from the register. The City may delay a promotion with respect to any person who is the subject of an active criminal or internal investigation.

Section 8: All promotions shall have a probationary period of twelve (12) months.

Section 9: The Chief of Police, with the City Manager's approval, may extend the probationary period for up to twelve (12) months for any promoted employee in order to further evaluate performance, or if mandatory educational requirements have not been met within the probationary period. Notification of extension of probation shall be provided to the employee in writing, with the reason for extension attached thereto.

Section 10: The Police Chief may, at his/her discretion, demote any sergeant during the probationary period of the promotion to sergeant, and said demotion shall not be subject to the grievance procedure contained in this agreement. To attain regular status, the Chief of Police must notify the City Manager in writing that the Sergeant's performance is satisfactory, and he/she is to continue in the position.

Section 11: A member who does not successfully complete the probationary period will be returned to the rank of officer in the pay range at which he/she would be had they not been promoted.

Section 12: When an Officer is promoted to Sergeant his/her salary shall be increased by 5% or to the minimum pay for the position of Sergeant, whichever is greater.

Section 13: To be qualified for the Communications Supervisor eligibility list, the employee must have:

- A. Applied for inclusion on the eligibility list to the Chief of Police.
- B. Served at least three (3) continuous years as a Communications Operator with the City of Palm Beach Gardens, Town of Jupiter, Town of Juno Beach, or any future agency/department through the consolidated North County Regional Communications Center.
- C. Successfully completed a modified assessment process put together by the City which will include, but not be limited to, job-based scenarios.

Section 14: The Chief of Police will promote Communications Supervisors from the pool of qualified Communications Supervisors' candidates listed alphabetically.

Section 15: The following shall apply to promotions to Communications Supervisor(s):

- A. All promotions shall have a probationary period of twelve (12) months.
- B. The Chief of Police, with the City Manager's approval, may extend the probationary period for up to twelve (12) months for any promoted employee in order to further evaluate performance, or if mandatory educational requirements have not been met within the probationary period. Notification of extension of probation shall be provided to the employee in writing, with the reason for extension attached thereto.
- C. The Police Chief may, at his/her discretion, demote any Communications Supervisor during the probationary period of the promotion to Communications Supervisor, and said demotion shall not be subject to the grievance procedure contained in this agreement. To attain regular status, the Chief of Police must notify the City Manager in writing that the Communications Supervisor's performance is satisfactory, and he/she is to continue in the position.
- D. An employee who does not successfully complete the probationary period will be returned to the rank of Communications Operator in the pay range at which he/she would be had he/she not been promoted.
- E. When a Communications Operator is promoted to Communications Supervisor his/her salary shall be increased by 5% or to the minimum pay for the position of Communications Supervisor, whichever is greater.

ARTICLE 31

RECALL PAY

Section 1: Any employee called to duty prior to the start of his assigned shift or recalled to duty after having left for the day, will receive a minimum of three (3) hours pay at one and one-half (1.5) the regular rate of pay.

Section 2: For the purposes of this section, "Recall" is defined as any response to a lawful order which requires an employee to return to work after already completing his assigned shift or being called to duty on his regularly scheduled day off or prior to the start of his assigned shift. This provision shall not apply to an officer held over from his assigned tour of duty. The above-mentioned hours will be calculated at a rate of one and one-half (1.5) times his base rate pay under the FLSA. There shall be no pyramiding of recall guarantees. This section shall not apply to court time.

ARTICLE 32

SALARIES

Section 1: The salary ranges effective October 1, 2022 for each bargaining unit position will be as follows:

Position	Minimum	Maximum
Police Officer	\$ 62,549.00	\$ 101,760.00
Police Sergeant	\$ 96,000.00	\$125,000.00
Communications Operator	\$ 52,898.74	\$ 81,590.42
Communications Supervisor	\$ 60,100.50	\$ 95,477.91

Section 2: The salary ranges effective October 1, 2023 for each bargaining unit position will be as follows:

Position	Minimum	Maximum
Police Officer	\$ 62,549.00	\$105,830.00
Police Sergeant	\$ 98,880.00	\$128,750.00
Communications Operator	\$ 54,485.70	\$ 84,038.13
Communications Supervisor	\$ 61,903.52	\$ 98,342.25

Section 3: The salary ranges effective October 1, 2024 for each bargaining unit position will be as follows:

Position	Minimum	Maximum
Police Officer	\$ 64,500	\$110,000
Police Sergeant	\$101,846	\$134,000
Communications Operator	\$ 56,120	\$ 86,600
Communications Supervisor	\$ 63,800	\$101,300

Section 4: Effective starting the first full pay period beginning on or after October 1, 2022, or on the date of ratification, whichever occurs later, all Officers and Sergeants will have their base salaries increased as a result of being placed in the new salary plan, receiving an adjustment to match that indicated in the attached Wage Schedule for FY 2022-2023 which is incorporated into this Agreement as if restated herein. Effective starting the first full pay period beginning on or after October 1, 2022, or on the date of ratification, whichever occurs later, all Communications Operators and Communications Supervisors will receive an 8% increase to their base salaries.

Effective starting the first full pay period beginning on or after October 1, 2023, all bargaining unit members will receive a 7% increase to their base salaries. Effective starting the first full pay period beginning on or after October 1, 2024, all bargaining unit members will receive a 7% increase to their base salaries.

Section 5: If an employee receives a wage increase which results in his/her base salary exceeding the maximum of the salary range for the position, then the employee will receive a lump sum payment of the amount that exceeds the maximum of the salary range for the position. Said lump sum payment shall not be added to the employee's base salary.

Section 6: Any Bargaining Unit member's work schedule that requires them to work the majority of their regular shift after midnight for the majority of the pay period shall receive a two and one-half percent (2.5%) assignment pay calculated on base salary. Such assignment pay shall not be included in the employees' base salary, but shall be paid as a separate line item each pay period.

ARTICLE 33

SAVINGS CLAUSE

Section 1: If any article or section of this agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement.

Section 2: In the event of invalidation of any article or section, both the City and the PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 34

SENIORITY

Section 1: Seniority shall consist of continuous accumulated paid service with the Department and shall be computed from the time of appointment. Seniority shall accumulate during absence because of illness, injury, vacation, military leave, or other authorized leave.

Section 2: The City agrees that seniority shall govern the following matters:

1. Whenever practicable, vacations for each calendar shall be drawn by employees on the basis of seniority in rank.
2. In the event of a lay-off for any reason, employees shall be laid off in the inverse order of their seniority. Such lay-offs will be accomplished within the established rank structure.
3. Employees shall be called back from lay-off according to their seniority. Such call backs will be accomplished within the established rank structure in Section 2 - 2.
4. Such actions will incorporate a certified letter, to the employee who will specify a thirty (30) day time limit for reply as to whether or not he wishes to be considered for his old position. In any event, no position will be held open longer than thirty (30) days after the receipt of the certified letter advising that his old position is being held for him.
5. Lay-offs will follow the procedure outlined in the City's Personnel Program.

Section 3: Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement
3. Resignation
4. Unjustified absence for more than five (5) work days.
5. Failure to report to the City Manager's Office intention of returning to work within thirty (30) days of receipt of recall, as verified by Certified Mail, Return Receipt.
6. Failure to report from Military Leave within the time limits prescribed by law.

ARTICLE 35

PERSONAL LEAVE

Section 1:

This Section establishes the City's policy regarding the accrual and use of personal leave. It is the policy of the City to promote the efficiency, health and morale of employees through periodic interruption from their duties. Personal leave provides time away from the work environment to pursue activities that promote the well-being of the employee and good physical, mental, and emotional health.

This Section applies to all full-time employees. Personal leave may be used for vacation, illness, or personal days.

Personal leave is accrued monthly as follows for full-time employees assigned to a forty-hour (40-hour) workweek.

<u>Years of Continuous Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>
0 – 4 years	16 hours per month	192 hours/year
5 – 8 years	18 hours per month	216 hours/year
9 – 12 years	20 hours per month	240 hours/year
13 – 16 years	23 hours per month	276 hours/year
17 – 20 years	25 hours per month	300 hours/year
Over 20 years	28 hours per month	336 hours/year

Personal leave shall be credited to the employee's personal leave balance on the first day of each month for the leave earned in the preceding month. For a new employee, the beginning date of employment shall be on or before the twentieth (20th) day of the month in order for the employee to be credited with personal leave time for that month.

The maximum accrual of personal leave is based on the length of continuous service.

<u>Years of Continuous Service</u>	<u>Maximum Accrual</u>
0 – 4 years	300 hours
5 – 8 years	400 hours
9 – 12 years	450 hours
13 – 16 years	500 hours
17 – 20 years	550 hours
Over 20 years	640 hours

Employees may request to receive payment in lieu of personal leave hours in accordance with the City's Personnel Policy and Procedure Section 9.1, Personal Leave. Employee requests for payment in lieu of personal leave time shall be limited to twice a year, based on the current fiscal year. (See **Personal Leave Cash-In Form**)

A. Request for Leave

1. Scheduled Leave

Personal leave shall be requested by employees by submitting a **"Request for Leave"** form to their supervisor. Requests for personal leave shall be submitted in advance of the proposed absence. Supervisors must consider all requests for personal leave, giving due consideration to the needs of the department and the ability of the remaining staff to perform the work of the department or division. Each employee shall give his/her supervisor at least ten (10) days notice for scheduled leave of five (5) days or more. This notice requirement is subject to change by each department and the notice may be waived by a supervisor for any short term unscheduled leave.

2. Unscheduled Leave

To utilize unscheduled leave, for illness or emergency, the employee shall notify his/her supervisor at least one (1) hour prior to the beginning of the scheduled workday, or prior to leaving the work assignment with the specific reason for the request. For purposes of this article, illness means the illness of the employee or employee's spouse or child, illness by the employee's registered domestic partner or registered domestic partner's children, requiring the presence of the employee. Emergency leave may be requested for an unanticipated situation other than illness which requires the presence of the employee, and may be granted by the employee's supervisor only with the approval of the Police Chief, Assistant Police Chief or Major. Unscheduled leave may not be used to work at other employment.

Unauthorized absences and/or tardiness shall be subject to disciplinary action.

All probationary full-time employees are eligible to use unscheduled personal leave. Probationary full-time employees are eligible to use scheduled personal leave upon request and approval of their supervisor and final approval of the Chief of Police. The maximum continuous personal leave for which employees

are eligible shall be four (4) calendar weeks. The City Manager may approve more than four (4) weeks if he/she determines the City will not be adversely affected.

The accrual is not available until the first day of the following month.

Employees are not entitled to use personal leave that has not been earned.

B. Payout

Upon separation from employment, employees will be paid for all accrued personal leave. Any accrued personal leave shall be paid at the employee's final base rate of pay. Longevity shall not be paid on accrued personal leave.

Section 2: Acute Illness Leave

Effective midnight, September 30, 2010, employees shall no longer accrue acute illness leave. Full-time employees carrying accrued Acute Illness Leave balances as of September 30, 2010 shall carry forward those hours to use according to this section until they are depleted.

This leave may be used for illness by the employee, illness by the employee's spouse/registered domestic partner, or illness by the employee's or registered domestic partner's dependent children including stepchildren and adopted children, and employee's parents.

Acute illness leave may be used only after three (3) consecutive personal days as a result of illness. Acute leave may be utilized commencing on the fourth consecutive day of illness. The illness or injury, including the commencement and treatment of same, shall be verified in writing by the employee's licensed treating physician before acute leave is used.

The minimum charge for acute illness leave shall be units of eight (8) hours except hours used for disability.

Acute illness leave is not transferable to other employees.

Upon separation from employment, employees shall not be entitled to any reimbursement of accumulated acute illness leave.

ARTICLE 36

SUBSTANCE USE AND TESTING

Section 1. Purpose and Intent

As part of its commitment to safeguard the health of the employees, to provide a safe place for its employees to work, and to promote a drug-free working community, the City of Palm Beach Gardens has established this policy on the use or abuse of alcohol and drugs by its employees. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased health care and benefit costs, decreased morale, and a decline in the quality of services provided. Practical experiences have proven that limited quantities of various narcotics, abused prescriptions drugs, or alcohol can impair reflexes and judgment. For these reasons, we have adopted a policy that all employees must report to work completely free from the presence of drugs and the effects of alcohol. This policy is implemented pursuant to the Drug-Free Workplace program under the Florida Worker's Compensation Act (Section 440.102, Florida Statutes). This law provides that an employee who is injured in the course and scope of employment and who tests positive on a drug or alcohol test or who refuses to be tested forfeits his/her eligibility for Worker's Compensation medical and indemnity benefits. This policy represents the City's current position on dealing with the serious problem of drug and alcohol abuse in the workplace and is subject to change at the City's sole discretion.

Section 2. Scope

All current employees and job applicants are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.

Section 3. Definitions

For the purpose of this Policy, the following definitions apply:

- (a) "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each state in handling, testing, and storing specimens and reporting test results.
- (b) "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial

test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

- (c) "Drug" means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.
- (d) "Drug rehabilitation program" means a service provider, established pursuant to s.397.311(28), which provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
- (e) "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.
- (f) "Employee" means any person who works for salary, wages, or other remuneration for an employer.
- (g) "Employee assistance program" means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers pursuant to s. 397.311(28).
- (h) "Employer" means a person or entity that employs a person and that is covered by the Workers' Compensation Law.
- (i) "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.
- (j) "Job applicant" means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test. For a public

employer, "job applicant" means only a person who has applied for a special-risk or safety-sensitive position.

- (k) "Medical review officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- (l) "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by s.893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- (m) "Public employer" means the City of Palm Beach Gardens who employs individuals for a salary, wages, or other remuneration.
- (n) "Reasonable-suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
 - (1) Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
 - (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - (3) A report of drug use provided by a reliable and credible source.
 - (4) Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
 - (5) Information that an employee has caused, contributed to, or been involved in an accident while at work.
 - (6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
 - (7) Excessive or unexcused absence or tardiness.

- (8) Violation or neglect of safety regulations.
- (9) Violation of other commonly accepted or published rules of conduct.
- (10) Reporting for work in a condition unfit for duty.
- (o) "Safety-sensitive position" means, any position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life-threatening procedures, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances; a position subject to s. 110.1127; or a position in which a momentary lapse in attention could result in injury or death to another person.
- (p) "Special-risk position" means, any position required as a condition of employment to be certified under Chapter 633 or Chapter 943 of the Florida Statutes.
- (q) "Specimen" means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

Section 4. Policy

A. ALCOHOL USE PROHIBITIONS

1. All employees are prohibited from distributing, dispensing, possessing, using or being impaired, intoxicated, or under the influence of alcohol while at work, on duty, or while operating a City vehicle.
2. Off-duty abuse of alcohol which adversely affects an employee's job performance, or which can be expected to cause harm to the City's image or relationship with other employees or the public, is prohibited.
3. For the purposes of this policy, an employee is presumed to be impaired, intoxicated, or under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows that the employee has a threshold level of at least 0.04g-or more percent by body weight (or as may be changed by State law) of alcohol in the blood sample taken from his/her system at the time of testing. An employee who has a confirmed alcohol concentration of greater than .02 but less than .04 will be removed from duty for the remainder of his/her work shift and shall not be returned to duty for at least twenty-four (24) hours following administration of the test.
4. An employee who is perceived to be under the influence of alcohol will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Department Head will take further action

based on medical information, work history, and other relevant factors. The determination of what action is appropriate in each case rests solely with the City.

5. Employees arrested for an alcohol-related incident must immediately notify their supervisor if the incident occurs:
 - a. During scheduled work hours.
 - b. While operating a City vehicle on City or Personal Business.
 - c. While operating a personal vehicle on City business.
6. Failure to notify an appropriate City Official as described above may result in disciplinary action, up to and including discharge.

B. DRUG USE PROHIBITIONS

1. All employees are prohibited from manufacturing, distributing, dispensing, possessing, or using illegal drugs or other unauthorized or mind-altering intoxicating substances while on City property (including parking areas and grounds) or while otherwise performing City duties away from the City. Included with this prohibition are lawfully controlled substances which have been illegally or improperly obtained. Employees are also prohibited from having any such illegal or unauthorized controlled substances in their systems while at work, and from having excessive amounts of otherwise lawful controlled substances in their systems.
2. For the purposes of this policy, an employee is presumed to be impaired by drugs if results of a urine test or other acceptable testing procedure are positive for the presence of one or more of the illegal substances for which the City will test.
3. The proper use of medication as prescribed by an employee's physician is not prohibited; however, the City does prohibit the misuse of prescribed medications. Prescription medications may also affect the safety of the employee, fellow employees, or members of the public. Therefore, any employee who is taking any prescription medication which might impair safety, performance, or any motor functions is obligated to notify his or her supervisor before reporting to work or during the course of work if under the use of such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed medication may impair job performance. If the City determines that such use does not pose a safety risk, the employee will be permitted to work. If, in the opinion of the supervisor, such use impairs the employee's ability to safely or effectively perform his or her job,

the City may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of "prescription medications" is prohibited and may result in disciplinary action, up to and including discharge. Prescription medication must be kept in its original container if such medication is taken during working hours or on City property.

4. It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of his/her duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor. Failure to notify an appropriate City Official as described above may result in disciplinary action, up to and including discharge.

C. REQUIRED TESTING AND REFUSAL TO TEST

The City shall conduct drug testing in the following circumstances:

1. APPLICATION FOR EMPLOYMENT

- a. All job applicants once offered a position will be tested for the presence of illegal drugs as a part of the hiring process.
- b. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form, fails to appear for testing, tampers with the test, or fails to pass the pre-employment selection drug test will be ineligible for hire. Such an individual may not reapply for employment with the City.

2. AFTER ACCIDENT TESTING

The Supervisor/Department Head shall request an employee submit to alcohol and drug testing after a motor vehicle accident or on the job injury if: 1) the accident involved the loss of human life, or 2) the driver receives a citation under state or local law for a moving traffic violation arising from the accident, or 3) the driver was performing safety sensitive functions and was determined to be at fault. As an exception, employees may not be tested for minor crashes which are determined by the department as having been caused by slight negligence, or carelessness on the part of the employee, e.g. backing slowly into a pole. The Supervisor/Department Head should ensure that the test is conducted on the day of the accident or as soon as possible. An employee who is injured at a work site and who is required to be tested will first be taken to a medical facility for immediate treatment of injury. If the employee is not at a designated specimen collection site, the employee will be transported to one as soon as it is medically feasible to conduct drug and/or alcohol testing. If it is not medically feasible to move the injured employee, specimens will be obtained at the treatment facility and transported to an approved testing laboratory. If an alcohol test is required,

the employee shall submit to such test within two (2) hours following the accident, absent exigent circumstances. If a controlled substance test is required, it must be performed as soon as possible but no later than thirty-two (32) hours of the accident. An employee who is subject to post accident testing shall remain readily available for such testing or may be deemed by the City to have refused to submit to such testing. Any employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until completion of a post accident alcohol test, or upon release by the supervisor. An employee who leaves the scene of the accident without good cause prior to submission to drug and alcohol testing or who fails to report to the collection facility within a reasonable time frame will be considered to have refused the test. An employee may be returned to normal duty after testing or may be placed on paid administrative leave pending test results.

3. REASONABLE SUSPICION

- a. Employees must submit to a drug test if the Department has reasonable suspicion that they have violated any of the rules set forth in this policy. Please refer to Section 3 (n) of this policy.
- b. A cause for reasonable suspicion of violation of the Rules of Conduct or the provisions of this policy is not the only reason for a referral under this policy. It is contemplated that a supervisor will refer an employee for an evaluation at any time when there is reasonable cause regarding an employee's ability to safely and properly initiate or continue normal work duties because of possible adverse influences of any drug, including prescribed drugs, or illness or other impairment.

4. ROUTINE FITNESS FOR DUTY

An employee will submit to a drug test if the test is conducted as part of a routine scheduled employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group.

5. FOLLOW-UP TEST

If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the employee must submit to an alcohol and/or drug test as a follow-up to such a program and test negative before returning to duty, and on a quarterly, semi-annual, or annual basis for two (2) years thereafter.

6. RANDOM TESTING

Employees will be subject to drug testing on a purely random basis. Random selection of up to 50% of bargaining unit employees every year will be made by a contracted third party utilizing a Department of Transportation approved random selection computer program. Employees selected for random testing will be tested on the day the employee selected is on duty. If off duty, the employee will be tested on the employee's next shift worked, or the next shift when the testing facility is open. If the employee is not tested on the next shift, the employee will not be tested. No more than 10% of those selected for random drug testing will be tested for alcohol.

7. REFUSAL TO TEST

Refusal to submit to testing under this policy will result in forfeiture of eligibility for all medical and indemnity benefits under the Workers' Compensation Act. Employees will be subject to discipline, up to and including discharge for refusing to submit to testing.

Section 5. Prior to Testing

- A. The City will test for the following drugs or controlled substances as defined in section 893.03, Florida Statutes, as amended from time to time, to include but not limited to:
 - 1. Alcohol
 - 2. Amphetamines (Desoxyn, Dexedrine)
 - 3. Cannabinoids (marijuana, hashish, hash, hash oil)
 - 4. Cocaine (crack)
 - 5. Methaqualone
 - 6. Opiates (opium, paregoric, parepectolin)
 - 7. Barbiturates (phenobarbital, tuinal, amytal)
 - 8. Benaodiazepines (ativan, azene, clonopin, dalmane, xanax, valium etc.)
 - 9. Methodone (dolophine, methadose)
 - 10. Propoxyphene (darvocet, darvon, dolene)
 - 11. Phencyclidine (pcp)
 - 12. Lysergic acid diethylamide (lsd)
 - 13. Heroin
 - 14. Steroids without a lawful prescription by a Florida physician
- B. Job applicants required to submit to drug testing and employees required to submit to drug testing and alcohol testing must sign a consent agreement prior to testing.
- C. Because of the potential adverse consequences of positive test results on employees, the City will employ a very accurate testing program. All samples will be analyzed by a highly qualified independent laboratory which has been

selected by the City and approved by the Florida Department of Health and Rehabilitative Services.

- D. An employee who is injured at a worksite and is required to be tested will be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible and specimens will be obtained. If it is not medically feasible to move the injured employee, specimens will be obtained at the treatment facility and transported to an approved testing laboratory.
- E. No specimens will be taken prior to the administration of emergency medical care. Once this condition has been satisfied, an injured employee must release to the employer the results of any tests conducted for the purposes of showing the presence of alcohol or drugs in his/her system.
- F. Urine tests shall be used for the initial and confirmation testing for all drugs. Blood shall be used as the initial and confirmation test for alcohol for reasonable suspicion and post-accident testing. Breath shall be used as the initial and confirmation test for alcohol for random and follow-up testing.

The "enzyme – immunoassay" (EMIT) and "gas chromatography mass spectrophotometry" (GC-MS) test methods shall be used in a laboratory used by the City. The City shall pay for the cost of all tests and medical examinations carried out under this procedure. The City shall maintain confidentiality of test results to the extent possible under law.

- G. The City will pay the cost of initial and confirmation drug test, which it requires of employees and job applicants. An employee or job applicant will pay the cost of any additional drug test not required by the City.

Section 6. Coordination of Testing Procedure

- A. The City of Palm Beach Garden's Human Resources Department will coordinate all testing requests. Questions regarding this policy or request for testing should be directed to the Human Resources Administrator or the City Manager's Office.
- B. Drug testing shall be conducted in accordance with the following procedure:
 - 1. Collection, transportation, and storage of samples shall be conducted with due regard to the privacy of the individual providing the sample and in a manner reasonably calculated to prevent substitution or contamination of the sample. The City shall ensure through its laboratory that the chain-of-custody procedures as established by the Department of Health and Rehabilitative Services are followed.
 - 2. Each specimen container shall be labeled.

3. An employee or job applicant who is contacted by the MRO may confidentially report the use of prescription medication(s) because the presence of medication(s) in the body may affect the test results.
4. Tests shall be conducted by a licensed laboratory.
5. Specimens may be taken or collected by a physician, a physician assistant, a licensed practical nurse, or certified paramedic who is present, or a qualified person employed by a licensed laboratory.
6. Specimens yielding a positive confirmed result shall be preserved by the licensed laboratory as follows:
 - a. for at least 210 days after the results are mailed or otherwise delivered to the City; or
 - b. if the employee or job applicant undertakes an administrative or legal challenge to the test results, then until the case or administrative appeal is settled.
7. During the 180-day period after written notification of a positive test result, the employee or job applicant may obtain a portion of the sample for retesting by another licensed laboratory. The laboratory which performed the original test and confirmation is responsible for the transfer of the sample and for the integrity of the chain-of-custody during the transfer.
8. Within five (5) working days after receipt of a positive confirmation test result, the City shall notify the employee or job applicant in writing of the results, its consequences, and the employee's or job applicant's options. The employee or job applicant is responsible for notifying the laboratory and the Medical Review Officer of any administrative or civil court action brought by his/her challenging the drug test.
9. An employee or job applicant who has a formal job offer, and who has received a confirmation drug test may contest or explain the results to the City's Human Resources Department within five (5) working days after written notification of the positive drug test results. If an employee's or job applicant's explanation or challenge is unsatisfactory to the City, the employee or job applicant may contest the drug results pursuant to Rule 38F-9.009 Fla. Administrative Code.
10. The City shall provide a copy of the results in accordance with the Florida Public Records laws.

C. EMPLOYEE PROTECTION

1. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee.
2. The City shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug-related problem, or entering an employee assistance program for drug-related problems. Voluntarily seeking treatment shall mean where an employee requests assistance prior to being notified of a test being administered, or prior to a violation of this policy by an employee.
3. The City shall promptly detail in writing the circumstances which formed the basis of a determination of reasonable suspicion and shall provide documentation as provided by the Florida Public Records Act.

Section 7. Rehabilitation

- A. Employees who are not immediately terminated for testing positive or for some other violation of the policy must enter an alcohol/substance abuse program as prescribed by the City's EAP Program Administrator in conjunction with management.
- B. The employee must sign a Release permitting the EAP Program Administrator to communicate confidentially with the Human Resources Administrator or his/her designee, and the EAP Program Administrator must agree to provide the following information on a weekly basis: (a) Attendance at sessions; (b) Adherence to treatment plans; (c) Completion at sessions; (d) In case of outpatient program, provide detailed information as to whether the employee can work, including the ability to work light duty. Upon request, the EAP Program Administrator will provide the Human Resources Administrator with a written response to items (a) through (d).
- C. If the employee, according to the EAP Program Administrator, has not successfully completed the program within 90 calendar days of entering the approved program, or less as specified by the EAP Program Administrator, the employee shall be subject to termination.

Section 8. Investigation of Cause for Reasonable Suspicion Process

- A. In the event there is cause for reasonable suspicion to believe that an employee's job performance is impaired by drugs or alcohol, the employee's supervisor, in the company of another employee, shall directly observe and document the behavior. The employee's supervisor shall question the employee with regard to the observed behavior. Indications of impaired behavior include but are not limited to the following: staggering or irregular gait, the odor of alcohol on the breath, slurred speech, dilated or constricted pupils, inattentiveness,

listlessness, hyperactivity, illogical speech, poor job judgment, unusual or abnormal job behavior.

- B. When possible a second supervisory/managerial employee shall also observe the employee to verify that there is reasonable cause to believe that drug or alcohol consumption may be involved. A determination shall be made as to whether or not the employee's behavior is impaired to the point of being unable to perform his/her duties effectively and safely. Should the drug and/or alcohol test results be positive, the employee shall be relieved of his/her duties and placed on Administrative Leave without pay status.
- C. If it is concluded that there is cause of reasonable suspicion to believe that drug and/or alcohol consumption is involved, the supervisor or departmental head shall have a drug and/or alcohol test administered through the Human Resource Department. The supervisor will conduct an investigation and will gather any physical evidence, interview the principal parties involved and any eye witnesses, and document the results. If illegal controlled substances are found on the premises, the Police Department will be called immediately. Failure of an employee to take the recommended test(s) may be cause for disciplinary action. The City may also have the employee undergo a physical examination at the City's expense, at the time that the drug or alcohol test is administered. The test must be conducted within a reasonable time period (same day) after the observation of the problem behavior.
- D. After normal business hours, the employee's supervisor, or designee must contact the City's designated after-hours facility to have a drug and/or alcohol test administered.

The employee will be given the opportunity to contact a family member or friend to arrange transportation home after the drug and/or alcohol test is administered. If this alternative cannot be made, the employee's supervisor will take the employee home. If this alternative is not possible, a taxi will be called and the employee will be responsible for the cost of the taxi. Under no circumstances will the employee be allowed to drive. If the employee attempts to drive on his/her own, the Police Department will be called immediately at 799-4445.

The supervisor will be responsible for notifying the Human Resources Administrator and the City's Risk Manager if a work-related accident or injury has occurred the next day during normal business hours regarding the facts and circumstances surrounding the employee's drug/alcohol testing, and to complete an incident report.

- E. If the test is negative, there shall be no loss of pay or benefits. Where appropriate a doctor's signed release may be required by the City before the employee is returned to work. Time lost due to an actual illness will be charged to personal leave. If the behavior that led to the initial investigation is not due to

substance abuse but continues to hinder job performance, the City may require the employee to undergo further medical evaluation.

- F. If the test is positive, discipline may be recommended by the department head, up to and including termination. Circumstances that would warrant an immediate termination would include, but not be limited to, incidents where the employee's impairment resulted in loss of life, serious injury to self or others, the serious loss or damage of property, or an incident of parallel magnitude.
- G. In cases where immediate termination is not warranted, the employee will be placed on leave status. The employee shall be required to use any accumulated leave before being placed on leave without pay until it is determined, through evaluation by the City's EAP that the employee is able to return to full duty. The employee shall be evaluated by the EAP, and a recommended appropriate treatment shall then be arranged. Once the in-patient part of the program has been completed, the employee may be returned to work with a written release from the EAP and the Human Resources Administrator. An employee who is returned to work as provided for under this procedure, and who fails to comply with any of the terms of an agreement upon treatment and/or return to work agreement, may be subject to the full range of disciplinary action, including termination.
- H. An employee who is the subject of an investigation related to substance abuse may have a Union representative or another employee present during the investigation procedure outlined above. Disciplinary action taken by the City under this procedure shall be subject to the Grievance Procedure of the Collective Bargaining Agreement.
- I. The City, the employee, and the union, where applicable, shall work cooperatively to facilitate the resolution of problems that arise under the administration of this policy and procedure. When appropriate the City may enter into joint agreements that establish the form of treatment and the conditions that will be imposed for the return of an employee to the workplace.
- J. Employees will be subject to discipline, up to and including discharge, for refusing to cooperate with searches or investigation.

Section 9. Disciplinary Action

- A. In the case of a first-time violation of the City's policy, which also includes State law, including a positive drug or alcohol test result, the employee will be subject to discipline, up to and including discharge.
- B. An employee who is employed in a special-risk position may be discharged for the first positive confirmed test result if the drug confirmed is an illicit drug under

s.893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or safety-sensitive position. The City shall attempt to place a safety-sensitive employee into a non-safety sensitive position while the employee participates in the employee assistance program or drug rehabilitation program. If such position is not available, or if in-patient treatment is used, the employee may be placed on leave status. An employee placed on leave shall be required to use any accumulated leave before being placed on leave without pay.

- C. Employees who are not immediately terminated for testing positive or for some other violation of this policy may, at the City's sole discretion, be placed on probation and required to execute an agreement acknowledging:
 - 1. That they tested positive or otherwise violated the policy; and,
 - 2. That in exchange for the City not terminating their employment for this instance of testing positive or otherwise violating the policy, they agree to undergo designated rehabilitation or other activities designated by the City's Employee Assistance Program (EAP) in conjunction with management; to undergo periodic unannounced screening for a set period, and be subject to termination for any future violation of the policy.
- D. Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated, will not be returned to work or continue working until they have been evaluated by the City's EAP in conjunction with management to determine if they can safely return to work.
- E. An employee, who on the basis of unannounced or mandatory testing is found to be under the influence of alcohol or an illegal or illicit drug after successfully completing a treatment program, shall be immediately terminated from employment with the City.
- F. It shall be the responsibility of the supervisor to follow and enforce the policy and procedures set forth herein. Failure of the supervisor to do so may result in disciplinary action, up to and including discharge.

Section 10. Arrest or Conviction for Drug-Related Crimes

- A. If an employee is arrested for or convicted of a drug-related crime, the City will investigate the circumstances and take appropriate administrative action. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following will apply:
 - 1. During the investigation, the employee will be placed on leave without pay. After the investigation is complete, the leave may be converted to a

suspension or the employee may be reinstated depending upon the facts and circumstances.

2. If convicted of a drug-related crime, an employee will be terminated.
3. As a condition of employment, an employee will notify the City of any criminal drug statute conviction for a violation which occurred on City premises. The employee must give notice to the City within five (5) days of such conviction.

Section 11. Confidentiality

- A. All information received by the City through drug testing is confidential to the extent of the law under Florida Statute 440.102.

Section 12. Authority to Issue or Modify Policy or Procedure

- A. The City's Manager at his/her discretion may issue, modify, approve or rescind departmental directives, SOP's, special orders, policy statements or rules and regulations for business necessity.

Section 13: The random testing will become effective when the City's Employee Health and Wellness Center can accommodate the testing.

ARTICLE 37

TRAINING

Section 1: Whenever required, as so determined by the Chief of Police and within budgetary limitations, newly promoted officers will be afforded training to assist in preparing them for their new roles.

Section 2: The parties acknowledge that not all police officers require an expertise in the use of the variety of police equipment utilized in law enforcement activities and agree that other training may be initiated to provide bargaining unit members with the background to do their job in a competent manner when so determined by the Chief of Police.

Section 3: The City agrees that training and field training shall be made in accordance with Department policy.

Section 4: A Corrective Action Form will be initiated for any non-disciplinary actions pertaining to a Bargaining Unit member and placed in his/her training file for evaluation purposes. If the Bargaining Unit member does not repeat the conduct subject of this form for a one-year period, the form shall be purged in accordance with Florida Department of State General Schedule for State and Local Government Agencies Item 206. If the Bargaining Unit member repeats the conduct subject of this form during the one-year period, the Bargaining Unit member may be subject to discipline.

ARTICLE 38

TRAVEL ALLOWANCE

Section 1: Privately owned vehicles may be used by bargaining unit members on official City business if authorized by the Chief of Police. Whenever travel by a privately-owned vehicle is authorized, the bargaining unit member shall be entitled to a mileage allowance per City policy.

Section 2: The City shall pay travel expenses in accordance with City policy for bargaining unit members while performing any Department directed activity overnight or outside of Palm Beach County.

ARTICLE 39

UNIFORMS AND EQUIPMENT

Section 1: The City shall furnish uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties.

Section 2: Any uniform or related equipment initially supplied by the City, which is damaged or destroyed while an officer is acting in the performance of his official duties, shall be replaced by the City at no cost to the officer, provided the same is not the result of his negligence. Such claim of loss must be supported with reasonable proof and shall be subject to the approval of the Chief of Police or his designated representatives.

Section 3: It shall be the responsibility of each officer to check any vehicle which has been assigned to him to ensure it is in safe operating condition prior to use or operation. All employees are to report any suspected unsafe condition to their immediate supervisor.

Section 4: The City agrees to provide a uniform and clothing allowance for bargaining unit members as follows:

- A. 1. All bargaining unit members shall receive one hundred dollars (\$100.00) per month for uniform maintenance. New Hires will receive five (5) shirts and five (5) pairs of pants. Damaged or worn uniforms will be replaced as needed.
- 2. Communications personnel shall receive seventy-five dollars (\$75.00) per month for uniform maintenance.
- B. A bargaining unit member on leave without pay, disability leave, or excused from wearing a uniform for a full pay period will not receive the uniform maintenance allowance for that pay period.
- C. Uniforms and equipment lost or damaged beyond repair in the line of duty shall be replaced by the City at no cost to the employees.
- D. Replacement of uniforms and equipment lost or damaged through the employee's negligence will be replaced by the employee, however, may result in disciplinary action.
- E. Cost for repair or replacement of watches or corrective lenses or sunglasses damaged or destroyed while in the course of duty shall be paid by the City at a cost not to exceed two hundred fifty dollars (\$250.00) per item of a like kind. Cell phones that are damaged, lost, or destroyed in

the course of duty shall be paid by the City at a cost not to exceed five hundred dollars (\$500.00).

Section 5: A shoe allowance of one hundred twenty-five dollars (\$125.00) dollars per year shall be paid to each sworn member of the bargaining unit, effective the first pay period in January.

Section 6: Any Bargaining Unit member that is assigned as a detective shall receive a \$750 per year clothing allowance, which shall be paid on a biweekly basis. Any bargaining unit member assigned to the TAC Unit shall receive a \$750 per year clothing allowance, which shall be paid on a biweekly basis. Upon reassignment from the plain clothes position, the clothing allowance shall cease.

Section 7: In accordance with Department policy, the City shall provide each sworn officer with a bulletproof vest, however, it shall be just cause for disciplinary action if an officer provided a vest does not wear it while on duty.

Section 8: All employees who are provided with uniforms or work clothing, as set forth above, are required to wear these uniforms and work clothing and report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the City.

Section 9: All items as provided above, including protective clothing and protective devices, remain the property of the City and are only to be used in accordance with the Departmental work rules. Upon separation, all items, other than those worn out through normal use, must be returned (or paid for) by the employee before their final paycheck will be issued.

ARTICLE 40

WORKERS' COMPENSATION AND DISABILITY LEAVE

Section 1: Job-Related Injury

- A. The City will carry Workers' Compensation coverage for all employees covered by this Agreement. The City agrees to pay the premium for said coverage.
- B. When an employee is absent from duty because of an injury determined to be compensable under the provision of the Workers' Compensation Act, he or she shall be entitled to full pay less any benefit under the Workers' Compensation Act for up to twelve (12) months following the date of injury. However, if benefits required by state law exceed this, he or she shall be compensated accordingly.

Section 2: Non-Job-Related Illness or Injury:

- A. Any bargaining unit member with the City who is absent from work due to sickness or injury after fourteen (14) consecutive days is eligible for disability pay. For each separate illness or injury and upon receipt of a disability claim form completed by the treating physician, the employee will be paid at 60% of base salary for a period of up to and not to exceed twenty-six (26) weeks. The employee must supplement the 60% base salary with acute and/or personal leave to equal 100% of base salary. No more than twenty-six (26) weeks' disability will be paid for any one illness or injury within the one (1) year period following the date the disability began.
- B. Upon request of the City Manager, a doctor's certification must be submitted to the City every three (3) weeks if the employee is unable to perform light duty or normal duty in order for the employee to continue to receive sick leave or disability pay. The sickness or injury cannot be in connection with Workers' Compensation, intentional self-inflicted injury, nor related to off-duty employment.
- C. An individual requiring time off for childbearing shall be subject to the same benefits and restrictions as for any other disability.
- D. Any member receiving medical treatment over an extended period of time for an illness or injury may be required to provide a physician's written diagnosis, prognosis, approximate date of recovery, and statement that the employee is physically fit to perform the job duties required in the

capacity for which he is currently employed. Based on the information received from the physician, or failure to provide requested information may result in reclassification as to duty status.

Section 3: When so directed by the City, an employee out of work or released for light duty work under the provision of this article shall present him/herself for a medical examination. The City will bear the full expense of said examination. The failure of such employee to present himself for an examination as directed will operate to automatically terminate any payments under this Article.

Section 4: Whenever an employee out of work due to an illness or injury becomes physically able to perform some useful light duty work for the Department, he or she may be required to do so as a condition to receiving benefits under this Article. If the employee fails or refuses to report for such light duty assignment, the employee will be required to use personal leave, or time absent from work will be unpaid and will be documented as unscheduled leave. An employee assigned to light duty shall not receive out-of-classification pay.

Section 5: Any employee who is able to work after an illness or injury shall be reinstated to his or her former job, provided he or she is physically qualified to perform all the duties and responsibilities of the previous position. Such statement shall be certified by a medical doctor prior to the employee returning to work. If he or she is unable to assume former responsibilities, the employee shall have first preference to fill another Department position, if a vacancy occurs, and the employee qualifies for such position.

Section 6: The employee shall be subject to termination after completion of fifty-two (52) weeks of disability in case of a job-related injury and twenty-six (26) weeks disability in case of a non-job-related injury or combination of disability/Workers' Compensation. The determination shall be at the discretion of the Chief of Police and confirmed with the City Manager.

ARTICLE 41

WORKWEEK AND OVERTIME

Section 1: Compensation for overtime work in excess of forty (40) hours per week, for specialized units, and in excess of 11 hours per day for Road patrol officers, excluding unscheduled leave unless scheduled leave is approved by a Major, shall be at the rate of one and one-half (1.5) the employee's regular rate of pay. Bargaining unit members may elect compensatory time off in lieu of compensation at the rate of one and one-half (1.5) hours for each hour overtime worked, subject to a maximum accrual of one hundred twenty (120) hours compensatory time. Compensatory time cannot be cashed out except upon separation from the City. Employees are encouraged to use compensatory time in order to keep their compensatory time balances as low as possible.

Section 2: Overtime pay when so granted will normally be contained in the bargaining unit member's next regular paycheck following the time worked. Compensatory time will be requested in advance and approved in the same manner as personal leave.

Section 3: The City will establish the hours of work best suited to meet the needs of the Department to provide superior service to the community, but agrees that work schedules will not intentionally be changed or altered to avoid the payment of overtime.

Section 4: Bargaining unit members will be given adequate notice of any change in their regular shift except where exigent circumstances exist. Bargaining unit members required to work beyond their regular duty hours during a riot, hurricane, or emergency condition will receive overtime pursuant to this Agreement.

Section 5: All bargaining unit members are expected to report to work on time, prepared to begin their assigned duties. Failure to do so shall result in disciplinary action.

Section 6: The City recognizes that unusual circumstances may require that a bargaining unit member may find it necessary to request a change of his scheduled shift. Without obligating the City to pay overtime, bargaining unit members may work for or change shifts with another bargaining unit member performing similar duties. Such determination of duty compatibility and approval shall rest with the Chief of Police or his designated representative. No reasonable request will be denied. The normal workweek is defined as 12:00 a.m., Monday through midnight of the following Sunday, per the Fair Labor Standards Act (FLSA).

ARTICLE 42

SUPPLEMENTAL PAY AND HAZARDOUS DUTY PAY

Section 1: Assignment Pay - Any member assigned to the Traffic Unit, including any member assigned to ride a two-wheel motorized vehicle (excluding bicycles and electric bicycles), shall while so assigned receive 5% assignment pay calculated on base salary. Officers actively assigned to the K-9 Unit will receive 5% assignment pay calculated on base salary. Any bargaining unit member assigned to the Community Involvement Unit (CIU) will receive 5% assignment pay calculated on base salary. Any bargaining unit member assigned to SWAT will receive 5% assignment pay calculated on base salary. The Communications Operators assigned by management to perform validation/Communications Operators' duties will receive 3% assignment pay calculated on base salary. All such assignment pay shall not be included in the employees' base salary, but shall be paid as a separate line item each pay period.

Section 2: Any officer or supervisor assigned to the Traffic Unit will be placed on-call on a rotating basis to ensure his/her ability to respond in a proper and timely manner. Additionally, one (1) K-9 Officer will be placed on-call at all times on a rotating basis. SWAT will respond to calls as is the current practice. This does not apply during any officially declared emergency such as hurricanes or civil unrest.

Section 3: Any bargaining unit member assigned under the Investigations Bureau shall receive 5% assignment pay calculated on base salary. Such assignment pay shall not be included in the employees' base salary, but shall be paid as a separate line item each pay period.

ARTICLE 43

CARE AND MAINTENANCE OF CANINES

Section 1: Any canine that has reached the end of its career as determined by a veterinarian, who can no longer perform as a service canine and is reclassified for retirement, the following benefits shall be provided:

- A) The handler may be authorized to purchase the retired canine for one dollar (\$1.00), and shall continue to provide a secure home for the animal's remaining life.
- B) The handler shall receive \$600 at the K-9's retirement, to cover incidental costs.
- C) K-9 handlers will be assigned to a patrol platoon, working four (4) days on and four (4) days off. K-9 handlers will work a 10-hour shift.

ARTICLE 44

ADMINISTRATIVE INVESTIGATIONS

Section 1: In any investigation pertaining to bargaining unit conduct, any member of the bargaining unit, including the employee(s) that are the subject of the investigation, shall answer any and all questions propounded to them provided.

- 1) When the interview could involve criminal culpability, the employee will also be advised of his/her rights pursuant to Garrity;
- 2) Questions will focus on the incident(s) being investigated.

Section 2: Failure to answer a question or answering a material question untruthfully will result in termination.

SIGNATURE PAGE

In WITNESS WHEREOF, the parties have executed this Agreement on the 8TH
day of September, 2022.

**FOR THE CITY OF
PALM BEACH GARDENS**

Ronald M. Ferris
Ron Ferris, City Manager

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

John Kazanjian
John Kazanjian, PBA President

Ratified by the City of Palm Beach Gardens on the 8TH day of September, 2022.

Ratified by the PBA on the 22 day of August, 2022.

Confirmed by:

Chelsea Reed
Chelsea Reed, Mayor

Patricia Snider
Patricia Snider, City Clerk

Confirmed by:

John Kazanjian
John Kazanjian, PBA President

I, Patricia Snider City Clerk
of the City of Palm Beach Gardens
do hereby certify that this is a true copy
as taken from the Official records of the
City of Palm Beach Gardens.

City Clerk: Patricia Snider
Date: 9-8-2022

APPENDIX A

RETIREMENT

Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Palm Beach Gardens Police Officers' Retirement Plan (the "Plan"), except as provided below. The changes to the existing Retirement System as provided below in paragraphs 5 and 7 shall take effect July 1, 2016.

1. The benefit multiplier shall be 2.75% for all service after September 13, 2012. Employees who are employed on September 13, 2012 shall retain their accrued benefits based on service prior to the effective date. Effective October 1, 2019, the benefit multiplier shall be 3%.
2. The maximum benefit shall be 75% of average final compensation; provided, any employee who has accrued a benefit percentage in excess of 75% on September 13, 2012 shall retain that benefit percentage, but shall not accrue any additional benefit percentage after September 13, 2012.
3. A 0.5% Cost of Living Adjustment (COLA) shall be instituted in the pension on October 1, 2022, or on the date of ratification, whichever is later, and 0.5% COLA effective October 1, 2023 and October 1, 2024, for a total of 1.5%. This shall apply to all current members, including those currently in the Deferred Retirement Option Plan (DROP), but shall not apply to any member who has retired and separated from the agency.
4. Compensation for pension purposes shall be base pay, excluding all other compensation; provided, in no event shall compensation for pension purposes be less than an employee's compensation on the day before September 13, 2012, determined in accordance with the Plan provisions in effect on that date.
5. The normal retirement date for all employees will be 52 with 10 or more years of creditable service or 20 years of creditable service regardless of age.
6. The City may, at its discretion, discontinue participation in Chapter 185, Florida Statutes, following the effective date. At the time the City discontinues participation in Chapter 185 the employee pension contribution shall decrease to 8% of compensation.
7. The date upon which an employee may elect to enter the DROP may be delayed until the employee has accrued the maximum benefit of 75% of his or her Final Average Earnings.

8. The Parties agree that the Accumulated Excess Chapter 185 Premium Tax Reserve as of October 1, 2012 (\$538,552) shall be applied to reduce the City's annual pension contribution requirement for the 2013-14 and/or 2014-15 plan years, as determined by the City. In the event the Division of Retirement requires a benefit enhancement in conjunction with the foregoing application of the Accumulated Excess Chapter 185 Premium Tax Reserve, the Parties agree that the employee contribution shall be increased by a percentage of covered payroll equal to the amount of the Accumulated Excess Premium Tax Reserve as of October 1, 2012, and then immediately reduced to the current employee contribution level using the Accumulated Excess Chapter 185 Premium Tax Reserve to fund the reduction in employee contributions. In implementing the foregoing, no employee shall be required to contribute more than 8.6% of salary to the Plan, and the City's annual pension contribution requirement for 2013-14 and/or 2014-15 shall be reduced by an amount equal to the Accumulated Excess Chapter 185 Premium Tax Reserve as of October 1, 2012.

The following provisions regarding reemployment after retirement shall be effective retroactive to January 1, 2016:

- (a) Any Retiree who is retired under this pension fund, except for disability retirement, may be reemployed by any public or private employer, except the City, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this fund. Reemployment of a Retiree by the City on or after January 1, 2016 shall be subject to the limitations set forth in this section.
- (b) Reemployment in a position other than as a Police Officer. Notwithstanding any other provision of this Plan, a Retiree who is retired from the Pension Fund on a Normal Retirement at Normal Retirement Age and who is subsequently reemployed by the City in a position other than as a Police Officer shall, upon being reemployed, continue receipt of benefits from this Fund, The benefit paid from this Fund shall not be changed in any way by such reemployment.

- (c) Reemployment as a Police Officer. In the event a Retiree who is retired from the Fund is subsequently reemployed by the City as a Police Officer or into a position that supervises Police Officers, the benefit payable to the Retiree from this Fund shall be suspended for the period of such reemployment, until the Retiree terminates employment with the City. Notwithstanding the preceding sentence, a Retiree who is retired from the Fund on a Normal Retirement at Normal Retirement Age may be reemployed by the City as part of the City's Reserve Police Force under Policy and Procedure 3.2.9 and continue to receive benefits from the Fund.
- (d) Notwithstanding any provision of subsection (a), (b) or (c) above, a Retiree who has retired on an Early Retirement or a Disability Retirement may not be reemployed by the City and continue to receive a benefit from this Fund.

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RESOLUTION 52, 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, APPROVING AND RATIFYING AN AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION FOR POLICE OFFICERS, SERGEANTS, AND COMMUNICATIONS OPERATORS EMPLOYED BY THE CITY'S POLICE DEPARTMENT FOR FISCAL YEARS 2023-2025; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City's Negotiating Team and the Police Benevolent Association have reached an agreement regarding the employment contract for Police Officers, Sergeants, and Communications Operators employed by the City of Palm Beach Gardens' Police Department for Fiscal Years 2023-2025; and

WHEREAS, the members of the bargaining unit subject to the employment contract have voted in favor of ratification; and

WHEREAS, such contract has been prepared and is attached hereto as Exhibit "A"; and

WHEREAS, the City Council deems approval of this Resolution to be in the best interests of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The City Council of the City of Palm Beach Gardens hereby approves and ratifies the employment contract between the City and the Police Benevolent Association for Police Officers, Sergeants, and Communications Operators employed by the City's Police Department for Fiscal Years 2023-2025, and authorizes the Mayor and City Manager to execute said contract on behalf of the City.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 8TH day of September, 2022.

CITY OF PALM BEACH GARDENS, FLORIDA

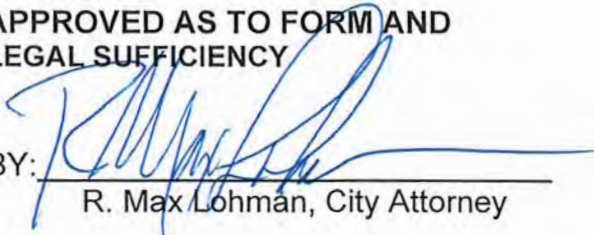
BY: 
Chelsea Reed, Mayor

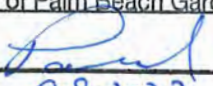
ATTEST:

BY: 
Patricia Snider, CMC, City Clerk

I, Patricia Snider City Clerk
of the City of Palm Beach Gardens
do hereby certify that this is a true copy
as taken from the Official records of the
City of Palm Beach Gardens.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
R. Max Lohman, City Attorney

City Clerk: 
Date: 9-8-2022

VOTE:

MAYOR REED

AYE NAY ABSENT

✓ — —

VICE MAYOR LITT

✓ — —

COUNCILMEMBER WOODS

✓ — —

COUNCILMEMBER MARCIANO

✓ — —

COUNCILMEMBER TINSLEY

✓ — —

