

**AGREEMENT**

**BETWEEN**

**CITY OF BOYNTON BEACH, FLORIDA**

**AND**

**PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION**

**POLICE SERGEANTS**

**OCTOBER 1, 2022 – SEPTEMBER 30, 2025**

## TABLE OF CONTENTS

ARTICLE	PAGE NO
1 Preamble	1
2 Recognition and Notice	2
3 Non-Discrimination	3
4 Dues Deduction	5
5 Union Business	6
6 Bulletin Board	7
7S Assignment Pay	8
8S Vacancies and Probation	9
9 Management Rights	10
10 Hours of Work and Overtime	11
11S Wages	13
12S Seniority	15
13S Additional Monetary Benefits	16
14 Uniforms	20
15 Annual Occupational Fitness Evaluations	21
16 Group Insurance	24
17 Leaves	26
18 Holiday Pay	30
19 Funeral Expenses	32
20 Training	33
21S Reproduction	34
22S Personnel Records	35
23 Legal Action	36
24 Discipline	37
25 Appeals of Disciplinary Action	39
26 Grievance and Arbitration Procedure	41
27 Personal Vehicles	45
28 Drug Testing	46
29 Posting of Assignment and Promotional Opportunities	47
30 Complete Agreement and Waiver Clause	48
31 Severability	49
32 Duration	50
33 Take Home Vehicles	51
34 Off-Duty Details	52
35 Pension	54
36S No Strike or Lock Out	56
37S Workers' Compensation and Leaves of Absence	57
38S Qualifications for a Bargaining Unit Position	60
Addendum "A" – Drug Free Workplace	61
Addendum "B" – Mutual Consent Agreement (IPTR)	74
Addendum "C" – Tuition Assistance Program	76

**ARTICLE 1**

**PREAMBLE**

This Agreement is entered into by the City of Boynton Beach, Florida, hereinafter referred to as the "City" and the Palm Beach County Police Benevolent Association, Inc., located in West Palm Beach, Florida, hereinafter referred to as the "PBA," Association or Union, for the purpose of setting forth the Parties' Agreements regarding rights, wages, hours, terms and conditions of employment, and benefits.

## **ARTICLE 2**

### **RECOGNITION AND NOTICE**

The City recognizes the Palm Beach County Police Benevolent Association (“PBA”) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for the bargaining unit consisting of all full time sworn police officers within the following job classification: Police Sergeant or as modified by PERC. The term “member” or “employee” will mean any member in the bargaining unit.

The PBA recognizes the City Manager, the City’s chief executive officer, or his/her designees as the exclusive City representative(s) for the purpose of collective bargaining with respect to the wages, hours and terms and conditions of employment of PBA bargaining unit employees.

All notices concerning the wages, benefits, and conditions of employment of bargaining employees to the PBA will be addressed to the attention of PBA President with a copy to the PBA General Counsel and mailed or delivered to 2100 N. Florida Mango Road, West Palm Beach, FL 33409. If changes occur, the PBA will advise the City in writing of the names and addresses of other PBA representatives, if any, who are authorized to accept notices from the City. Notice by the City to anyone other than those persons designated by the PBA does not satisfy legal notice and is not binding on the PBA.

All notices to the City will be addressed to the City Manager with a copy to the City’s Human Resources Director and mailed to P.O. Box 310, Boynton Beach, FL 33425. If changes occur, the City will advise the PBA in writing of the names and addresses of other City representatives, if any, who are authorized to accept notices from the PBA. Notice by the PBA to anyone other than those persons designated by the City Manager does not satisfy legal notice and is not binding on the City.

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

The City will not interfere with the rights of officers to become members of the PBA, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any officer because of membership or because of any activity in any official capacity on behalf of the PBA. The PBA shall not discriminate against any bargaining unit member who fails to join the PBA, as provided by law. The sole remedy for charges in this paragraph is the filing of an Unfair Labor Practice (ULP).

The City and the PBA oppose discriminatory behavior of any nature. The City and the PBA shall work jointly to eradicate discriminatory conduct in the work place. To that end, the City and the PBA agree that both Parties have an affirmative duty to act against discriminatory behavior when it occurs in their presence or comes to their attention. Discriminatory conduct by an employee can result in disciplinary action up to and including termination. Discriminatory conduct means any communication, verbal or non-verbal, which is unwelcome, objectionable, or not acceptable, desired, or solicited and relates to race, sex, color, religion, gender, gender identity or expression, national origin, physical or mental disability, sexual orientation, age, marital status, or any other unlawful factor. Alleged violations of this section shall not be subject to the grievance and/or arbitration procedure established herein; rather, they may be filed with and remedied by the appropriate local, state, and/or federal agency. Sustained allegations of violations of this paragraph resulting from an internal investigation remain subject to the grievance and/or arbitration procedures established herein.

Bargaining unit members have an affirmative duty to report any discriminatory conduct to the City's Director of Human Resources and Risk Management and Internal Affairs.

#### ***Complaints of Alleged Violations of EEOC Laws***

Any investigation into a complaint of a Law Enforcement Officer's alleged violation of any provision of a law/regulation under the purview of the Equal Employment Opportunity Commission (EEOC) requires involvement and oversight by the City's designated EEO Officer: the Director of Human Resources and Risk Management. As such, the Director of Human Resources and Risk Management shall be immediately notified by the Police Chief (or Acting Police Chief) of any such complaint/allegation made against a Law Enforcement Officer and of the opening of an Internal Affairs case/investigation related to such complaint/allegation. The Director of Human Resources and Risk Management is subject to all confidentiality requirements applicable to Internal Affairs investigations and the penalties for violating any such provision.

The Director of Human Resources and Risk Management shall have immediate access to and shall promptly review the complaint/allegation and any information provided in connection with the complaint/allegation. Internal Affairs investigator(s) shall then confer and consult with the Director of Human Resources and Risk Management on all aspects of the investigation. The

Director of Human Resources and Risk Management may be present at any investigatory interview/interrogation but may not directly question a member during that interview unless requested by the member.

Any complaint of a Law Enforcement Officer's alleged violation of any provision of a law/regulation under the purview of the EEOC that is made directly to, or filed directly with, a member of the City's Human Resources and Risk Management Department shall be immediately referred to the Police Chief (or Acting Police Chief).

The City shall follow all provisions of law set forth in Florida Statutes, Sections 112.532, 112.533, and 112.534, commonly known as the "Police Officers Bill of Rights," throughout the investigation.

**ARTICLE 4**

**DUES DEDUCTION**

The City will deduct Union dues from the pay of any bargaining unit member who voluntarily requests such deductions upon receipt of a notice from the PBA and approval by the City. The total amount of deductions shall be remitted each month by the City to the Treasurer of the PBA. This authorization shall remain in full force and effect during the term of this Agreement or for thirty (30) days after notification of the revocation of the authorization to deduct by the employee.

## **ARTICLE 5**

### **UNION BUSINESS**

#### **Section 1.**

Elected PBA representatives who are on duty may be granted paid leave to engage in representation activities on behalf of the PBA or any member as follows:

- A. Engaging in collective bargaining with the representatives of the City.
- B. Processing of grievances.
- C. Accompanying a fellow bargaining unit member when:
  - 1. The member is required to appear at a hearing related to a grievance.
  - 2. The member is presenting or responding to a grievance.
  - 3. The member is subject to questioning and believes (s)he may be disciplined. The City may negate the member's concern regarding discipline by written confirmation to the officer that (s)he will not be disciplined based on answers provided in the questioning.
  - 4. The member is attending a pre-determination hearing.

The City may deny a request for time off if it interferes with productivity or staffing needs. However, the exercise of such right on the City's part shall not allow the City to proceed in a manner which deprives the employee of his or her right of representation.

A PBA representative employed by the City may be permitted to take unpaid leave to attend functions of the PBA. If the leave results in the City incurring overtime directly related to the absence, the City will not approve the request.

#### **Section 2.**

No employee may engage in PBA business or use City equipment or property while on duty except as referenced in Section 1.



**ARTICLE 6**

**BULLETIN BOARD**

The City will provide bulletin board space; one in the Line Up Room and one in the Investigative Services Section for the exclusive use of the PBA, for posting bulletins, notices and other union material. The Union will supply locking style bulletin boards. A notice or item placed on the bulletin board shall bear, on its face, the legible designation of the PBA responsible for placing of this notice or item on the bulletin board. The Union will hold harmless and indemnify the City for all claims or actions arising from materials placed on the bulletin board.

**ARTICLE 7S**

**ASSIGNMENT PAY**

Section 1. Sergeants acting in the capacity of Acting Captain shall be paid seven percent (7%) above the sergeant's regular rate of pay.

Section 2. The provisions of this Article shall not apply to persons performing other than regular road patrol duties, including details.

## **ARTICLE 8S**

### **VACANCIES AND PROBATION**

**Section 1.** Vacant positions shall be filled by the City through recruitment and selection of employees on the basis of their qualifications and relative knowledge, abilities, and skills. The decision to fill a vacant position is reserved to the discretion of the City Manager.

**Section 2.** Veterans' Preference:

The City complies with all Veterans' Preference requirements pursuant to Chapter 2021-57, Laws of Florida and F.S.S. 295.07.

**Section 3.** All newly promoted Police Sergeants have a probationary period of one (1) year from the date of promotion.

**Section 4.** All Sergeants shall serve a one (1) year probation from the date of the appointment. During a Sergeant's probationary period, a Sergeant is subject to removal from appointment without statement of cause.

**Section 5.** A promoted Sergeant removed from his/her position during probation shall be reassigned to the position from which (s)he was promoted.

**ARTICLE 9**

**MANAGEMENT RIGHTS**

It is the right of the City to determine unilaterally the purpose of its Police Department, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

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 or limited by law shall remain with the City.

## **ARTICLE 10S**

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

#### **Section 1.**

The work cycle for bargaining unit members assigned to 11.5 hour shifts is a 28 day work cycle. The work cycle per bargaining members assigned to 8 and 10 hour shifts is a 7 day work cycle. For the purpose of calculating overtime, bargaining unit members assigned to the 11.5 hour shift will be paid overtime for all hours worked in excess of 161 hours in a 28 day work cycle. For the purpose of calculating overtime, bargaining unit members assigned to the 8 or 10 hour shifts will be paid overtime for all hours worked in excess of 40 hours in a 7 day work cycle.

For purposes of calculating overtime, only hours actually worked, or hours worked for Department authorized training shall be counted as hours worked.

Overtime pay, when so granted, will normally be contained in the member's next regular pay check following the time worked.

Employees who are in an on-duty status seven (7) minutes either prior to or after their shift will not be eligible for overtime pay. Employees who are in an on-duty status more than seven (7) minutes either prior to or after their shift must be so only with the Supervisor's approval in order to be eligible for overtime pay.

The City may round start and end time of work and round to the quarter hour consistent with 29 C.F.R. § 785.48.

#### **Example:**

6:53 – 7:07 = 7:00

7:08 – 7:22 = 7:15

7:23 – 7:37 = 7:30

7:38 – 7:52 = 7:45

#### **Section 2.**

Pursuant to Article 9, it is a Management Right to establish and change the starting and ending times. Individual work schedules may be flexed (hour for hour) by personnel assigned to specialty units, upon request by the employee and mutual agreement between employee and supervisor. Flexing of time must occur only within a single work week. Uniform Services (group) shift schedules shall not be changed without the City providing thirty (30) calendar days of advanced notice to the Union of the change.

#### **Section 3.**      Reserved

Section 4.

No member of the Bargaining Unit shall be required or allowed to work more than eighteen (18) continuous hours except during a declared emergency or during an ongoing immediate investigation or when overtime is required to complete an on-duty assignment, i.e. late arrest. Members of the Bargaining Unit acknowledge that they have an obligation to come to work physically and mentally prepared to efficiently and effectively carry out their responsibilities. For the purpose of this section, work means regular assigned duties and detail assignments. The continuous eighteen (18) hours does not include time spent in court, depositions, filings, and similar judicial responsibilities. Members who work eighteen (18) hours continuously within the past twenty-four (24) hours must remain off duty for a minimum of six (6) hours.

Section 5.

An employee may engage in outside employment, (including off-duty detail or self-employment) with the approval of the City Manager and with the understanding that the employee's primary duty, obligation and responsibility is to the City. Outside employment shall not be permitted when the City Manager determines that such outside employment would result in a conflict of interest, interfere with the employee's City work schedule, or otherwise be a conflict with the employee's employment with the City. To request approval, an employee should:

- (a) File an "Outside Employment Request Form & Affidavit" with the Human Resources Department. The employee must notify the Human Resources Department of changes in conditions of any outside employment.
- (b) Make arrangements with the outside employer to be relieved from duty if called for work by the City.
- (c) An employee must report all injuries sustained during any outside employment to the employee's supervisor and Risk Management prior to the employee's next scheduled work day at the City. An employee's failure to report an injury sustained during outside employment shall be grounds for corrective action.

**ARTICLE 11S**

**WAGES**

Effective October 1, 2022 the following Step Pay Plan is in effect:

- Year One: On October 1, 2022, each bargaining unit member will be placed in the step that corresponds with his/her current years of service with the City in the rank of Sergeant. On the anniversary date of the member's promotion to the rank of Sergeant, (s)he will advance to the next step. There is no payment or advancement beyond Step 5.

Step	Salary
0	\$ 102,870.00
1	\$ 106,470.00
2	\$ 110,197.00
3	\$ 114,054.00
4	\$ 118,046.00
5	\$ 122,177.00

- Year Two: On October 1, 2023, each bargaining unit member will be placed in the step that corresponds with his/her current years of service with the City in the rank of Sergeant. On the anniversary date of the member's promotion to the rank of Sergeant, (s)he will advance to the next step in the pay plan. There is no payment or advancement beyond Step 5.

Step	Salary
0	\$ 106,984.80
1	\$ 110,729.00
2	\$ 114,605.00
3	\$ 118,616.00
4	\$ 122,767.80
5	\$ 127,064.00

- Year Three: On October 1, 2024, each bargaining unit member will be placed in the step that corresponds with his/her current years of service with the City in the rank of Sergeant. On the anniversary date of the member's promotion to the rank of Sergeant, (s)he will advance to the next step in the pay plan. There is no payment or advancement beyond Step 5.

**PBA Sergeants: 10/01/2022 – 09/30/2022**

<b>Step</b>		<b>Salary</b>
0	\$	110,194.30
1	\$	114,050.87
2	\$	118,043.15
3	\$	122,174.48
4	\$	126,450.83
5	\$	130,875.92



## **ARTICLE 12S**

### **SENIORITY**

#### **Section 1.**

Seniority shall be computed from the date of promotion to Sergeant. If two (2) Sergeants have the same date of promotion, the date of initial appointment to the service of the City as a Police Officer shall be the determining factor.

#### **Section 2.**

Seniority shall accumulate during all authorized leaves.

#### **Section 3.**

Seniority shall be the determining factor for the selection of vacations and overtime assignments.

#### **Section 4.**

The City shall have the right to determine the number of Sergeants assigned to each division and each shift.

#### **Section 5.**

For layoffs and other non-disciplinary reductions in personnel, Police Sergeants will displace lower ranking officers in the event that the department is required to layoff personnel. For example: if a Police Sergeant's position is to be abolished, the incumbent with the least seniority in the position of Sergeant would displace a Police Officer, who would displace any probationary or provisional or temporary, or be separated as the case may require.

## **ARTICLE 13S**

### **ADDITIONAL MONETARY BENEFITS**

#### **Section 1.      Compensatory Time**

- (a) Bargaining unit members may be eligible for compensatory time accrual at the discretion of the Police Chief (or Designee) for participating in required educational and/or required training activities, special projects, and/or events. In addition, members are eligible to convert any overtime hours to compensatory time, subject to the following:
- i. All compensatory time will be earned/accrued at the rate of one and a half (1.5) times for each one (1) hour worked [in quarter (0.25) increments] and with a maximum accrual cap of two hundred forty (240) hours.
  - ii. When a member's compensatory time accrual balance reaches two hundred forty (240) hours, the member is no longer eligible to accrue compensatory time until the accrual balance falls below one hundred ninety-five (195) hours. The member is also required to schedule and use a minimum of forty-six (46) compensatory time hours within the next one hundred eighty (180) days.
  - iii. In the event the member fails to schedule and take a minimum of forty-six (46) compensatory hours during the one hundred eighty (180) day period, dates will be scheduled by a Command Staff member and required to be taken as scheduled.
  - iv. Reasonable compensatory time requests of one (1) day that are denied for operational reasons will be considered for payout up to three (3) times during each fiscal year.
  - v. Members are prohibited from using compensatory time for the same hours that the member also is also actively performing work for the City (exclusive of off-duty details).
- (b) A bargaining unit member who is promoted to a position outside of the Police Sergeants bargaining unit, or who separates from employment will be paid the balance of all unused compensatory time at his/her last hourly base rate of pay in the Police Sergeants' rank.

#### **Section 2.      Call Back**

The Department shall develop a call-back policy, based on seniority, which provides for the following:

- A. Shift vacancies or vacancies created by special events or other exigent situations will be filled by sergeants from the off-going shift or those currently on duty. This establishes that shift supervisors whose end time is 0500 are eligible for the day shift

vacancy starting at 0430. The thirty (30) minute overlap does not preclude off-going shift supervisors from eligibility, as long as the overlap is while the eligible supervisor is working and not after the supervisor has completed his shift and has gone out of service prior to the shift vacancy.

- B. In the event that vacancies cannot be filled by on duty, off going sergeants, those sergeants who are not on duty will be offered the vacancy through a “seniority wheel” process. Sergeants will be called in order of seniority until the vacancies are filled. On the next occasion where a vacancy is to be filled by other than on duty, off going sergeants, the starting point on the seniority wheel will be the name of the sergeant immediately after the sergeant who elected to fill the last vacancy using the “wheel” process.
- C. No employee shall work more than sixteen (16) hours in any twenty-four (24) hour period absent a designated emergency.
- D. Call back is defined as any time an employee is called into work when he/she is off duty, or when the work time is not contiguous with his/her assigned shift. In the event of call back, the employee shall be compensated for the actual time worked, but not less than three (3) hours at the rate of pay one and one-half (1.5) times his or her regular rate of pay. When an employee is called for call back, (s)he will be guaranteed a minimum of three (3) hours at a time and one-half, and at his/her supervisor’s discretion, the employee may be required to work the entire three hours or longer.
- E. Sergeants who elect to fill a vacancy on the upcoming shift and who were not on duty immediately preceding the vacancy to be worked, will be paid time and one-half their regular rate of pay for each hour actually worked with a minimum payment of three hours at the overtime rate.

### Section 3.      **Stand-By/On Call Pay**

- A. Employees directed to be on operational stand-by status or on call must be able to respond to a specified location on duty within one (1) hour and shall be compensated for one hour at time and one half (1.5) the employee’s regular rate of pay for each day (24-hour period) on call.
- B. In the event a bargaining unit member on call responds for duty, the bargaining unit member shall receive, additionally, Call Back pay as provided in this Article.
- C. Any member, regardless of their assignment, placed in an “On-Call” status, must have the approval of the Chief of Police (or Designee).

### Section 4.      **Court Time**

- A. Court time will be paid at time and one-half when the officer is not on his regular assignment. An officer on court time will be compensated a minimum of three (3) hours at time and one-half.
- B. An employee who has been instructed to remain on standby for court appearance purposes during the employee’s off-duty hours shall be paid one-half the straight time hourly rate for each hour on standby up to a maximum of eight (8) hours of

standby duty in any one day. A minimum payment of one (1) hour straight time shall be paid for all standby assignments. When an employee is required to stand by for eight (8) hours, the employee shall receive four (4) hours plus one (1) additional hour at straight time. If an officer does go to court he will be paid for the court time indicated in Section A and not receive standby time pay.

- C. Bargaining unit members may report directly to court without prior check in at the police station. Members are still required to document their attendance at the court house and submit documentation to the Department.
- D. If a court appearance is contiguous with the end of the Sergeant's shift, court time shall be compensated as any other overtime assignment.
- E. Court time will be paid at time and one-half when the Sergeant is not on his regular assignment. A Sergeant on court time will be compensated a minimum of one (1) hour at time and one-half (1.5) and at this same one and one-half (1.5) rate for all remaining hours.

#### Section 5.      **Administrative Sergeant Pay**

One Sergeant per Uniform Services platoon per day will serve in the capacity of Administrative Sergeant and shall be entitled to receive thirty (30) minutes of overtime pay for performance of tasks generic to the position such as organization, shift preparation, and review of subordinates' work, provided they arrived to work thirty (30) minutes prior to the scheduled shift.

Section 6.      Reserved

Section 7.      Reserved

#### Section 8.      **Continued Service Incentive**

Following October 1, 2022, on the anniversary date of the member's sworn service date, in recognition of the continued service and of the value that experienced employees provide to the Police Department, the City will provide a Continued Service Incentive at the following milestones, as an annual incentive payment on the member's said anniversary date<sup>1</sup>:

<u>Years</u>	<u>Amount</u>
11 – 15	\$ 750.00
16 – 20	\$1,500.00
21+	\$3,000.00

#### Section 9.      **Language Proficiency Incentive**

Members who are proficient/fluent in speaking, reading, writing, and understanding oral

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<sup>1</sup> The continued service incentive and language proficiency incentive will be included in the definition of pensionable earnings (total cash remuneration), as permissible.

**PBA Sergeants: 10/01/2022 – 09/30/2022**

communications in the languages of Creole or Spanish and who have successfully passed a language proficiency test through a vendor approved by the City and the Union are eligible to receive a Language Proficiency Incentive<sup>1</sup> of fifty cents (\$0.50) per hour. [Note: The City and Union will collectively determine the standard proficiency level required for incentive eligibility once a vendor(s) has been selected. The final incentive details will be completed and available for implementation no later than November 15, 2022.]

## **ARTICLE 14**

### **UNIFORMS**

**Section 1.** The City will provide up to three (3) full uniform sets per year and two (2) pairs of shoes per fiscal year. Purchase of shoes shall be limited to \$150.00 per pair. The City will supply replacements for the parts of the uniform when replacement is appropriate, as determined by the Police Chief (or Designee), and if adequate funds are available in the City Budget. Members of the bargaining unit assigned to plain clothes duty will receive, in lieu of uniforms, for clothing used at work, up to a total of \$1,600.00 a fiscal year, limited to \$400.00 installments at the end of each quarter.

**Section 2.** Reimbursement, replacement or repair of personal clothing and equipment will be according to current department policies and procedures. The replacement will require the approval of the Chief of Police. The Detective or Uniformed Officer claiming a replacement will be required to include, with his/her claim, an explanation of the circumstances of the damage and appropriate reports concerning the incident where damage to his uniform took place. This allowance shall commence from the date of assignment on a pro-rated basis. Uniformed Officers assigned to plain clothes duty for more than three (3) months at a time will receive clothing allowance in accord with the above for the three (3) months and pro-rated thereafter.

**Section 3.** The City will bear the cost of cleaning ten (10) issued uniform pieces per week for the contract year. The City shall notify those employees that are eligible, to take their uniforms only to the approved dry-cleaning establishment in Boynton Beach selected by the City. Members assigned to plain clothes will be given a cash cleaning supplement equivalent to the cleaning benefit provided to uniform officers. This will be paid at the end of each quarter of the contract year. This allowance shall commence from the date of assignment on a pro-rated basis.

## **ARTICLE 15**

### **ANNUAL OCCUPATIONAL FITNESS EVALUATIONS**

#### Section 1. Physical Evaluation:

##### A. Mandatory Participation

Due to the importance of certification of fitness for duty, bargaining unit members are required to attend and participate in an occupational fitness evaluation as scheduled, once per term of this Agreement. [Note: The City and Union agreed that all members who were active on or before August 26, 2022, are *required* to participate in the occupational fitness exams that are scheduled from October 3, 2022 through October 21, 2022, and such participation will satisfy the member's mandatory participation requirement for the term of this Agreement.]

##### B. Voluntary Participation

Members of the bargaining unit may voluntarily participate in this exam process during years in which a member is not *required* to participate, pursuant to Section 1.(A) of this Article.

(1) In order to voluntarily participate, a member must notify the Director of Human Resources and Risk Management by email no later than May 1<sup>st</sup> of each year of this agreement.

(2) Due to the advanced notice required to schedule these exams through the vendor and the cost to the City, voluntary participation status is "locked in" as of May 1<sup>st</sup> of each year and no changes/cancellations will be accepted after that date.

(3) In the event a member who voluntarily elected to participate decides not to participate after May 1<sup>st</sup>, but *prior* to completing any portion of the exam, the member is responsible for reimbursing the City for the total cost of the exam through either a payroll deduction or by a check made payable to the City of Boynton Beach, within thirty (30) days of cancellation. [Note: The per member cost for the exam for FY 2022-2023 is \$420.00] In no instance will the reimbursement cost be greater than \$420.00. The Director of Human Resources may waive the reimbursement cost at his/her discretion based on the unit member's explanation of cancellation, if one is provided.

(4) A member who voluntarily elects to participate and completes any portion of the exam process is then subject to the same provisions as those who are required to participate.

##### C. Miscellaneous Provisions

In any instance where a bargaining unit member completes an evaluation off duty, (s)he will receive compensation equaling two (2) hours at a rate of one and a half (1.5) times the bargaining unit member's hourly rate of pay.

- (1) It is the responsibility of the bargaining unit member to ensure that this physical evaluation and all follow-up testing required *solely* as a result of being found “unfit for duty” by a medical doctor are completed in a timely manner and as scheduled.
- (2) Failure to attend, and/or participate in the mandatory occupational fitness evaluation as required will result in the bargaining unit member being placed on a “no work” status until the evaluation is complete. Compensation for time in a “no work” status will be through the use of only accrued and unused sick leave, compensatory time, and vacation leave (in that order). If all aforementioned leave time is exhausted, the bargaining unit member will be placed in an unpaid status until such time that the full evaluation and any required follow up is completed.
- (3) For the term of this Agreement, the City will contract with a qualified medical provider to perform occupational fitness evaluation. Records associated with this physical evaluation and any follow up evaluations required *solely* in connection with the return to work of an employee who was found to be “unfit for duty” are provided to the Director of Human Resources and Risk Management, who will ensure the records are properly maintained in the employee’s confidential medical file, which is separate from the employee’s personnel file. Further, an employee who was found to be “unfit for duty,” or who was recommended for referral to another medical provider, may be contacted by Human Resources and Risk Management regarding ADAAA, FMLA, and/or Workers’ Compensation.

Section2. Immunization:

The City shall provide opportunity for members to receive immunizations during the term of this Agreement for all members as a means of protection from the following:

- Hepatitis – Type B: Available to all bargaining unit members
  - Members who refuse to be immunized for Hepatitis Type B and who later contract that disease shall not be presumed to have contracted the disease while on duty.
- Hepatitis – Type A: Available to all bargaining unit members.
  - Members who refuse to be immunized for Hepatitis Type A and who later contract that disease shall not be presumed to have contracted the disease while on duty.
- The City shall offer flu shots for all members as a means of protection from contracting the flu while working during flu season.

Section 3. Other Testing:

- The City shall provide lead testing for Range Instructors.
- The City will provide for AIDS and Hepatitis screening in instances where a member is exposed to situations or persons presenting such biological contamination threat.



Section 4. Exposures:

The City acknowledges and complies with all statutory notice requirements and presumptions regarding exposures in the line of duty.

## **ARTICLE 16**

### **GROUP INSURANCE**

#### **Section 1.** Medical, Vision and Dental Insurance

The sole medical benefit plan available to employees will be a High Deductible Health Plan (HDHP). The cost for “employee only” coverage for the HDHP medical, dental, and vision insurance premiums shall be paid by the City for bargaining unit members while they are employed by the City. Members are responsible for the cost of covering dependents on these plans.

The City Commission, through the Annual Budget process, may appropriate funds to subsidize employees’ premium costs for employees who cover dependent children on their City medical plan. Any subsidy offered does not extend beyond the plan year for which it is budgeted, and the offering of, and/or amount of, any such subsidy is not subject to negotiation.

#### **Medical Insurance:**

##### **HSA Contributions:**

The City will contribute an annualized total of one thousand five hundred dollars (\$1,500.00) into a bargaining unit member’s Health Savings Account (HSA) on the first full pay check date following January 1<sup>st</sup> of each year of this Agreement.

- i. In order to be eligible for the annual HSA deposit above, a bargaining unit member must have been actively employed with the City on September 30<sup>th</sup> of the preceding year to receive the next following contribution.
- ii. The IRS prohibits members who have medical insurance through Medicare, Tricare, or Tricare for Life from contributing or receiving contributions into an HSA plan; therefore, the City will provide the cash equivalent in the member’s first full paycheck following January 1<sup>st</sup> of each year of this Agreement.
  - a. In order to receive this payment, the member must email the Director of Human Resources and Risk Management no later than November 30<sup>th</sup> of each year of this Agreement with documentation that shows the member is covered on one of the aforementioned plans.

##### **New Hires:**

Bargaining unit members hired on or after October 1<sup>st</sup> of each year, and who elect to be covered on the City’s medical insurance, will accrue one hundred and twenty-five dollars (\$125.00) per active month of service for the City to deposit into their HSA through September of that plan year. This initial deposit will be made the first check of the month in which the member becomes enrolled in the City’s group medical insurance.

**Leave Time Conversion to HSA:**

The City will provide opportunities to convert an annualized total of up to one thousand five hundred dollars (\$1,500.00), after pension deduction, of any combination of sick and vacation time at the 100% conversion rate to help fund their HSA. This conversion can be done at the following times during each plan year (2022, 2023, 2024, and 2025):

- i. October 1st – November 15th (any amount up to an annualized total of \$1,500.00).
- ii. April 1st – April 30th (any amount up to an annualized total of \$1,500.00).
- iii. “Annualized” means plan year/contract year/fiscal year (October 1st through September 30<sup>th</sup>).

**Section 2. Life Insurance:**

Bargaining unit members are provided with a sixty thousand dollar (\$60,000) term life and accidental death policy with the premium paid by the City.

**ARTICLE 17**

**LEAVES**

**Section 1.      Vacation**

**A.      Accrual:**

1. Bargaining unit members accrue vacation hours each pay period when they are in an active paid status of twenty-four (24) or more hours in a work week. No member may use more vacation leave than (s)he has accrued. The chart below shows the maximum annual accrual of vacation hours based on years of service:

<u>Years of Service</u>	<u>Vacation Hours</u>
1 year	96
2 years	120
3 years	120
4 years	128
5 years	136
6 years	144
7 years	152
8 years	160
9 years	168
10 years	176
11 years	176
12 years	176
13 years	176
14 years	176
15 years	176
16 years	192
17 years	192
18 years	192
19 years	192
20 years	192
21 years & after	200

2. A bargaining unit member may accrue vacation hours up to the Allowable Maximum: the total vacation hours (s)he accrued in his/her two (2) most recent years of employment. During the fiscal year, vacation hours may accrue beyond the Allowable Maximum; however, any accrued and unused vacation hours exceeding the Allowable Maximum on September 30<sup>th</sup> of each year will be forfeited.

**B.      Requests:**

1. Vacation requests may be submitted from 14 - 105 days in advance for vacation. In the event of conflicting requests for vacation dates, the senior member's request shall prevail provided the more senior member's request was submitted ninety (90) days prior to the date(s) requested.
2. Vacations of two (2) days or less may be made with twenty-four (24) hours of advance notice.
3. Request for emergency vacation leave will be considered individually by the Chief.
4. A bargaining member who is absent without approval will not be compensated for the time absent and may be subject to disciplinary action.

C. Bonus Vacation Hours:

Members are eligible to accrue up to eight (8) Bonus Vacation Hours on a quarterly basis by participating in and/or meeting certain benchmarks in department and City safety and wellness incentives. Details of each quarter's incentive program benchmarks will be provided and published.

Section 2.     **Sick Leave**

A. Accrual:

Bargaining unit members will accrue sick leave on a bi-weekly basis (3.69 hours) for an annualized total of ninety-six (96) hours per year. In order to receive accrued sick leave in a work week, a member must have been in an active paid status of twenty-four (24) hours or more. No member may use more sick leave than (s)he has accrued.

B. Notice of Use of Sick Hours:

*Unscheduled Sick:* A member shall notify his/her immediate supervisor or designee, in a manner provided for by management, of his/her illness not less than sixty (60) minutes before the start of his/her scheduled shift. If a member fails to call in within the specified time, the member may be subject to progressive discipline. This notice procedure shall be followed for each day the member is unable to report to work unless the member has been authorized by Human Resources and the City Manager for an extended leave of absence.

*Scheduled Sick:* A member may request, with a minimum of forty-eight (48) hours of advanced notice, to use scheduled sick hours for medical, dental, optical, appointments and/or procedures. Documentation to support payment under the "scheduled sick" pay code must be provided with payroll. Unsubstantiated use of such time will result in the time being recoded to "sick."

Sick hours may be requested and/or utilized upon approval of the Police Chief (or Designee) for the following reasons:

1. Member's health, or up to forty (40) hours per fiscal year for illness of immediate family member: the member's parent, spouse, or child.
2. Medical, dental, or optical treatment that is determined in writing by a physician to be necessary and must be performed during working hours.
3. Quarantine due to exposure to contagious disease.
4. In connection with a member's Workers' Compensation case, where (s)he has declined a light duty assignment or where no such assignment is available.
5. In connection with an approved Family and Medical Leave Act (FMLA) leave for a serious medical condition of the member, or the member's immediate family member, as defined in (FMLA).

The following conditions may be deemed as excessive/abusive use of sick leave and may result in a referral to Human Resources for FMLA and/or progressive discipline:

1. Members who have developed a pattern of sick leave usage.
2. Members who are required to use vacation leave in lieu of or in supplementation of sick leave to compensate for absences (except approved FMLA).

C. Documentation Required:

For any use of sick time in excess of three (3) consecutive work days, a member is required to provide written medical certification to the Human Resources and Risk Management Department upon return to work. Additionally, a member who calls out sick after being ordered to work a holiday, special event, or other mandatory assignment, is required to provide a doctor's note to Human Resources and Risk Management upon return and to notify their immediate supervisor that this documentation has been submitted.

"Consecutive work days" means any day for which a member was scheduled to work, including additional or "overtime" shifts.

D. Payout of Sick Leave

1. Members who are terminated from the City are not eligible for a payout of sick leave.
2. Members will have payment made for their accrued and unused sick hours, at the percentage specified in the table below, upon resignation, retirement,

change in status from full time to part-time, or death. (Retirement shall include normal retirement, disability retirement, or early retirement as defined in the appropriate Pension Plan).

<b>Continuous Years of Service</b>	<b>Percentage of Sick Leave Payout</b>
Less than 5 full years	0%
years but less than 10 full years	25%
More than 10 full years	50%
Upon retirement from the City	50%

3. An employee retains his/her accrued and unused sick hours while employed in a full time position with the City. If an employee's status converts to a part-time position, whether voluntarily or involuntarily, (s)he will have his/her accrued and unused sick leave paid out pursuant to the aforementioned table.

E. Sick Leave Conversion:

Members who have more than one hundred twenty (120) hours of sick leave as of September 1<sup>st</sup> of any contract year may convert 50% of the excess over one hundred twenty (120) hours to a cash straight time payment not to exceed eighty (80) hours. This conversion payout will occur by September 30<sup>th</sup>.

F. Sick Leave Donations:

Sick Leave Donations are available pursuant to City policy.

Section 3.     **Personal Leave**

At the sole discretion of the Police Chief (or Designee), a member may be granted up to sixty (60) hours of paid personal leave in a fiscal year. There is no entitlement to Personal Leave, and the Police Chief's approval of or denial of such leave is not subject to grievance.

Section 4.     **Bereavement Leave**

In the event a member has experienced the death of his/her mother, father, foster parent, step-parent, brother, sister, husband, wife, registered domestic partner, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law, or grandparent of spouse or registered domestic partner, a member may use paid compassionate leave not to exceed three (3) consecutive shifts for any one death. However, if it is necessary for the member to leave the State in connection with the internment of the deceased, the member may use an additional two (2) consecutive shifts. Members must submit proof of death within thirty (30) days in order to be eligible for paid compassionate leave. The City Manager may grant additional compassionate leave at his/her sole discretion.

## **ARTICLE 18**

### **HOLIDAY PAY**

Section 1. Bargaining Unit Members will receive Holiday Pay in the following manner:

A. The second paycheck in October, members will receive 90 hours straight time Holiday Pay at current rate of pay on check date. This payment is for the following holidays:

- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day

B. The second paycheck in January, members will receive 90 hours straight time Holiday Pay at current rate of pay on check date. This payment is for the following holidays:

- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

Section 2. Bargaining Unit Members must be actively employed on the paycheck date in order to receive the Holiday Pay in Section 1.

Section 3. Bargaining Unit Members who leave employment must pay back any holidays for which they were paid but were not employed on date of holiday. This payment will be deducted from the member's final pay check at the hourly rate at which the holiday was paid.

Section 4. New Hires will receive Holiday Pay on a pro-rated basis on the first paycheck of the month following date of hire. The proration will be calculated as follows:

A. If hired between October 1st and January 1st, (s)he will receive Holiday Pay for only the holidays in Section 1A that occurred while (s)he was actively employed.



- B. If hired between January 2nd and September 30th, (s)he will receive Holiday Pay for only the holidays in Section 1B that occurred while (s)he was actively employed.

Section 5. There is no additional pay, premium or otherwise, for time worked on City-observed or actual holidays.

Section 6. There is no pay, premium or otherwise, to Bargaining Unit Members who do not work on City-observed or actual holidays.

Section 7. Members with non-road patrol assignments whose scheduled work day falls on a City-observed holiday may have the following options (based upon scheduling approval of Supervisory Chain of Command):

- a) Work on the City-observed holiday and get paid at straight time for the actual hours worked, **or**
- b) Not work on the City-observed holiday and request to use paid leave (such as available comp time or vacation leave) to be compensated for the hours, **or**
- c) Not work on the City-observed holiday and be in an unpaid status for those hours (absent any request to use available paid leave), **or**
- d) With advanced agreement and approval from supervisor, a non-road patrol member may flex his/her schedule during any work week in which there is a City-observed holiday.

**ARTICLE 19**

**FUNERAL EXPENSES**

Section 1. The City will make a payment of fifteen thousand dollars (\$15,000.00) to the beneficiary of bargaining unit employees considered by law to have expired in the line of duty.

Section 2. All employees shall complete the appropriate form to designate by name and address, the individual to whom such funds are to be paid. In the event of conflicting claims for payment, the City will interplead the funds by court proceeding if the parties with conflicting claims cannot resolve their dispute within sixty (60) calendar days.

## ARTICLE 20

### TRAINING

#### Section 1.

##### a. Mandatory Officer Training Requirements

All basic mandatory training and retraining that an officer is required to attend while off duty will be compensated at a rate of one and a half (1.5) times the officer's hourly base rate for actual time in training.

##### b. Conferences, Seminars, Other Training/Special Programs

Other off-site training/special programs, including but not limited to conferences and seminars, for which the City approves a member to attend and pays the associated expenses are exempt from compensation other than the member's hourly base rate of pay for hours of actual classes while in attendance and for any hours the member is attending that were regular scheduled work hours. The City reserves the right to flex a member's work schedule to reduce the cost of overtime that may result from a member attending such classes on non-scheduled work days.

#### Section 2.      Weapons Training

The content and course of weapons training will be established by the Chief of Police. Each member will be allowed three opportunities to meet prescribed qualification standards. If the officer does not qualify in three attempts, they will be required to qualify on their own time and expense to remain eligible for employment as law enforcement officers.

#### Section 3.      College Tuition

The City will reimburse eligible members for tuition pursuant to the City's Tuition Assistance Program, which is attached as Addendum "C." The provisions of this Section and Addendum "C" relate to the reimbursement assistance for General Education Core Courses and Degree Program Core Courses. For the term of this Agreement, Tuition Assistance is funded at thirty-five thousand dollars (\$35,000) per fiscal year and covers members of both the Police Officers & Detectives unit and the Police Sergeants unit.

The provision of the City's Tuition Assistance Program that restricts DROP participants from eligibility is **not** applicable to members of any PBA bargaining unit.

#### Section 4.

The City reimburse members for authorized expenses associated with attending training and special schools as approved by the Police Chief.

**ARTICLE 21S**

**REPRODUCTION**

The City will post the Agreement on the City's shared drive or any other electronic distribution system.

## **ARTICLE 22**

### **PERSONNEL RECORDS**

#### **Section 1.**

A personnel file for all City employees is maintained by the City's Human Resources Department. Employees may inspect and obtain copies of personnel files in accordance with Florida Law.

#### **Section 2.**

Internal affairs investigatory files will be maintained in accordance with Florida State Statutes.

#### **Section 3.**

All bargaining unit members covered by this Agreement must be notified within twenty-four (24) hours of the request in writing (E-mail is acceptable notification) when someone other than a City employee requests to review the bargaining unit members' personnel/I.A. file, unless the file is being inspected by a governmental agency (including IRS), or state attorney, in the conduct of a lawful criminal investigation when confidentiality of the investigation is requested.

**ARTICLE 23**

**LEGAL ACTION**

**Section 1.**

In accordance with Florida Statutes, the City will provide legal defense for a member against any civil damage suits wherein said member is a named party and wherein the alleged damages were allegedly caused by the actions of said member while acting within the scope of his/her authority and within the course of his employment.

**Section 2.**

The City will indemnify all members against judgments for compensatory damages entered against them as a result of their actions to the extent that the City is found liable for such actions.

**Section 3.**

The City will select the Attorney who is to defend the employee relative to this Article.

**Section 4.**

The employee will be responsible for filing any counterclaims at his/her expense.

## **ARTICLE 24**

### **DISCIPLINE**

**Section 1.** The Parties recognize that the interests 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 member 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 shall be utilized and, depending on the severity of the offense, the first action may be at any appropriate level including dismissal.

- A. Written Notice/Reprimand
- B. Unpaid Suspension
- C. Demotion
- D. Termination

Discipline is classified as either major or minor, as follows:

MAJOR DISCIPLINE is a(n):

- Unpaid Suspension of more than sixteen (16) hours;
- Demotion, or;
- Termination.

MINOR DISCIPLINE is a(n):

- Written Notice/Reprimand, or;
- Unpaid Suspension of sixteen (16) hours or less.

**Section 3.** Any bargaining unit member who has been promoted, and who thereafter is demoted, shall be returned to the position and shift(s) he or she occupied immediately prior to the promotion or to a position and shift consistent with his or her seniority as a sworn officer with the Boynton Beach Police Department, whichever is more favorable for the member. Personnel re-entering the bargaining unit as provided above shall be placed in their respective Step Pay Plan based upon their completed years of sworn service with the City of Boynton Beach Police Department at the time of demotion.

**Section 4.** No Employee shall be subject to major discipline without first being afforded a pre-determination conference with the City Manager. No pre-determination conference shall be conducted with less than fifteen (15) calendar days' notice to the Employee.

Section 5. Unpaid suspensions will be imposed in increments of eight (8) hours loss of pay.

Section 6. Members will be ineligible to work off duty details during any calendar day on which they are observing a suspension.

Section 7. The City will provide notice to the PBA when it completes an investigation of bargaining unit members that could result in disciplinary action or when an employee is given a suspension.



## **ARTICLE 25**

### **APPEALS OF DISCIPLINARY ACTION**

Appeals of disciplinary action shall be handled as follows:

#### **MINOR DISCIPLINE:**

Appeals to Major discipline shall be referred to Arbitration beginning at Step Three of the Grievance Process pursuant to Article 26.

A. **Written Notices/Reprimands** may be submitted for review by the Chief of Police as follows:

1. Member must submit a written response to the Written Notice/Reprimand (email is acceptable) to the Chief of Police, with a copy to the Director of Human Resources and Risk Management, within fifteen (15) calendar days of issuance.
2. After review of a member's written response and within fifteen (15) calendar days, the Chief of Police may rescind the Written Reprimand. The Chief's determination will be in writing (email is acceptable) to the member, with a copy to the Director of Human Resources and Risk Management. The Chief's response may simply state the determination outcome.
3. The Director of Human Resources and Risk Management will ensure the member's employment file contains the originally issued Written Notice/Reprimand, the employee's written response, and the Chief of Police's determination to sustain, reduce, or reject the discipline.
4. Alternatively, a member is permitted to provide a written response to the Written Notice/Reprimand to both the Chief of Police and the Director of Human Resources, up to 90 days following its issuance for inclusion in his/her employment file. However, the Chief of Police will not consider reducing or rejecting discipline from any written responses received after the deadline as stated above in A(1)-(3).

B. **Unpaid Suspensions of sixteen (16) hours or less** (following pre-disciplinary meeting under Chapter 112, Florida Statutes) may be formally appealed to the Chief of Police, whose decision shall be final. A member may submit a written response to be included in his/her employment file.

1. Following the initial pre-disciplinary meeting and receipt of final discipline, an appeal shall be filed in writing via electronic mail to the Chief of Police **and** the Director of Human Resources and Risk Management within fifteen (15) calendar days of notice of the unpaid suspension.
2. The Chief of Police shall render a decision within fifteen (15) calendar days of the appeal.
3. The Chief of Police's decision may be to sustain, fully reject, or lessen the discipline. The Chief of Police (or Designee) may, at the request of the member, conduct interviews with

departmental staff or members of the bargaining unit as part of his/her formal review of the discipline and of alleged violations of this Agreement and/or Chapter 112, Florida Statutes, if applicable.

**MAJOR DISCIPLINE:**

**A. Pre-Disciplinary Meeting with the Chief of Police under Chapter 112, Florida Statutes:**

1. Following the initial recommendation of discipline, members may schedule and attend a Pre-Disciplinary meeting with the Chief of Police, pursuant to Chapter 112, Florida Statutes and within thirty (30) calendar days of the issuance of Major Discipline. This request must be in writing (e-mail is acceptable) to the Chief of Police with a copy to the Director of Human Resources and Risk Management.

2. After the meeting, if one is requested, or after receiving the member's written statement in lieu of a meeting, the Chief of Police will render his final disciplinary decision within fifteen (15) calendar days.

3. If a member does not request and attend a pre-disciplinary meeting with the Chief of Police, or does not provide a written statement in lieu of a meeting, within thirty (30) calendar days of the initial recommendation of discipline, then the Chief of Police's initial discipline recommendation will stand. However, the member may opt to waive the meeting with the Chief of Police and proceed directly to the Predetermination Conference with the City Manager.

**B. Predetermination Conference with the City Manager:**

1. Prior to the imposition of Major Discipline, a member may elect to participate in a Predetermination Conference with the City Manager. The member must request a conference with the City Manager within fifteen (15) calendar days of the final determination by the Chief of Police.

2. Members will have a minimum of fifteen (15) calendar days' notice of the date of the Predetermination Conference.

3. The City Manager will render a disciplinary decision, which is final, within thirty (30) calendar days of the predetermination conference.

C. **Arbitration:** Following a Predetermination Conference with the City Manager, if the final recommendation of discipline remains as Major Discipline, then the matter may be referred directly to Arbitration, beginning at Step Three of the Grievance Procedures pursuant to Article 26, 5.A.

## **ARTICLE 26**

### **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. Appeals of disciplinary action are not grievances but may be brought following the procedures set forth in Article 25 and Step Three (3) of this Article.

Section 2. Grievances concerning working conditions 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.

Section 4. All references to “days” in this Article shall mean calendar days.

Section 5. Procedures

#### A. Grievance Procedures

##### **Step One** – Police Chief

The aggrieved employee(s) or an Association representative on behalf of an aggrieved employee(s) shall file a Step One written grievance by electronic mail to the Police Chief **and** the Director of Human Resources and Risk Management on or by the fifteenth (15<sup>th</sup>) day of the occurrence or on or by the fifteenth (15<sup>th</sup>) day of when the employee(s) knew or should have known of the occurrence.

All grievances shall include the following:

- a. Statement of the grievance and the facts and circumstances upon which it is based;
- b. Name and rank of grievant(s);
- c. The Article(s) and Section(s) of the Agreement alleged to have been violated; and
- d. The remedy requested;

All class action grievances shall also include:

- a. Statement indicating the grievance is a class action; and
- b. Signature of a PBA Union Official/Attorney.

The Police Chief's Step One response shall be transmitted to the Union **and** to the Director of Human Resources and Risk Management on or by the tenth (10<sup>th</sup>) day of receipt of a grievance. If the Police Chief does not respond in writing via electronic mail, the grievance is presumed to be denied and the employee or an Association representative may advance the grievance to Step Two.

### **Step Two** – City Manager (or Designee)

If no resolution is reached at Step One, the aggrieved employee(s) or the Association representative on behalf of the aggrieved employee(s) may file a Step Two written grievance by electronic mail to the City Manager **and** the Director of Human Resources and Risk Management on or by the fifteenth (15<sup>th</sup>) day of receipt of the Police Chief's Step One response.

The City Manager (or Designee), at his/her discretion, may conduct interviews with the grievant(s), the Union representative(s), members of the bargaining unit, and/or management to discuss the grievance. The City Manager (or Designee) must notify the Union and Grievant within seven (7) days of receipt of the Step Two grievance if (s)he intends to conduct interviews. Once such notification is made, the time period for the City's Step Two response is tolled with mutual agreement by the Union until the interviews can be scheduled and conducted.

The City Manager (or Designee) shall respond in writing to the Step Two grievance by electronic mail no later than thirty (30) days of receipt of the Step Two grievance or by a mutually agreed upon extended date. If the City Manager (or Designee) does not respond in writing via electronic mail, the grievance is presumed to be denied and the aggrieved employee or an Association representative may move to the next step.

### **Step Three** – Arbitration

If the grievance has not been settled by Steps 1 and 2, the PBA or the City may request arbitration within fifteen (15) calendar days of receipt of the City Manager's (or Designee's) reply or when a reply was due, if none is submitted.

Following a Predetermination Conference with the City Manager under Article 25, appeals of disciplinary matters continue at this Step of the Grievance Process. Notices to the City under this section must be sent to the City Manager **and** to the Director of Human Resources and Risk Management, and electronic mail is sufficient. Notices to the PBA under this section must be sent to the assigned PBA attorney, with a copy to PBA President.

B. Arbitration Procedures

The Party requesting arbitration must timely file with the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators on or before the fifteenth (15<sup>th</sup>) day deadline, and a copy shall be served on the other Party. The rules for conduction of the arbitration will not be the rules of AAA or FMCS unless agreed to by the City and PBA, but will be governed by the terms of this Agreement.

1. Arbitrator Selection

Each Party retains the right to reject one panel in its entirety and request that a new panel be issued at the rejecting Party's expense. The grieving party shall strike the first name with each Party alternating strikes thereafter until only one arbitrator's name remains. The last name remaining shall be the arbitrator. The arbitrator shall determine the date(s) and time(s) of the hearing subject to the availability of the Union and the City. Arbitration will be conducted at a location mutually agreeable to the City and the Union.

2. Arbitration Fees and Expenses

All fees and expenses of the arbitrator shall be divided equally between the Union and the City; however, each Party shall fully bear the expense of preparing and presenting its own case, including the cost of witnesses and other people it requires to attend the arbitration.

3. Arbitrator Authority and Award

The arbitrator may sustain, reverse, or modify the discipline set by the City Manager. The decision of the arbitrator is final and binding on the parties. If the arbitrator reverses the discipline in its entirety, the Employee will be made whole. Any and all procedures regarding arbitration which are not specifically set forth in this Section shall be governed by this Article. The decision of the arbitrator is final and binding on the Parties subject only to the rights of the parties to confirm, clarify, or set aside the award as set forth in the Florida Arbitration Code.

The arbitrator shall render an Award within thirty (30) days of receipt of the briefs, if any, or of the transcript if Parties have agreed to submit the transcript in lieu of briefs.

The arbitrator shall submit his/her decision in writing with a statement of findings and reasons within thirty (30) days of the receipt of briefs, if any, or receipt of the transcript if Parties have agreed to submit the arbitration transcript in lieu of briefs.

4. Other Provisions

A transcript of the Hearing will be made, unless waived by both Parties. The cost, including the arbitrator's copy, will be shared equally by the Parties with the PBA share not to exceed \$500.00.

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.

By agreement of both Parties, a meeting will be held at any step of the grievance procedure. Settlement of a grievance prior to the issuance of an arbitration Award shall not constitute precedent nor shall it constitute an admission that the Agreement has been violated.

A probationary employee may not grieve any matter concerning assignment, or discharge for reasons of failure to meet performance standards.

**ARTICLE 27**

**PERSONAL VEHICLES**

Section 1. When an employee is required to use his/her personal vehicle in the performance of police duties, said employee shall be reimbursed a mileage rate as established by City resolution, excluding mileage traveled to and from the normal work location.

Section 2. For the purpose of this Article, the performance of police duties shall include attendance at court, depositions, administrative hearings, conferences with City officials, schools and seminars.

**ARTICLE 28**

**DRUG TESTING**

The City is a Drug Free Workplace and has established a Drug Free Workplace Policy. Bargaining Unit employees are subject to random, reasonable suspicion, and post-accident drug testing.

The Drug Free Workplace Policy approved by the City and the PBA is attached as Addendum "A."



**ARTICLE 29**

**POSTING OF ASSIGNMENT AND PROMOTIONAL OPPORTUNITIES**

Vacancies in positions or assignments will be posted in-house no less than five (5) calendar days before the application deadline for the position or assignment. Members applying for a posted position or assignment must meet the qualifications on the final day of posting; for example, while the member may not be eligible at the time his/her application is submitted, if the member will satisfy all of the qualifications by the final day of posting, then the submitted application shall be accepted and considered.

## **ARTICLE 30**

### **COMPLETE AGREEMENT AND NON-WAIVER PROVISION**

**Section 1.** This Agreement is the complete Agreement between the parties, cancels all prior practices and agreements, and, except as expressly provided for herein, relieves the parties of the obligation to bargain on any subject during the term of this Agreement.

**Section 2.** There is no past practice which results in a monetary benefit except as set forth expressly in this Agreement. All bargaining unit members are covered under the terms of this Agreement, Departmental Rules and Regulations and the City's Personnel Policy Manual and not under any Civil Service Rule/Regulation and heretofore in existence.

- (a) When the City intends to make changes to City or Departmental Administrative Rules or Regulations, or Procedures, the City will provide written notice to the PBA. This notice will include a description of the change and an implementation date which shall be no less than thirty (30) days from the date of notice.
- (b) If the PBA believes that that modification constitutes a change to wages, benefits or conditions of employment, PBA will have fifteen (15) calendar days from date of notice to advise the City if the PBA is requesting pre-implementation or post implementation impact bargaining and to identify with specificity the manner in which the modification affects the rights of its members. The PBA response shall include three (3) dates and times when the PBA is available to meet with the City to discuss/bargain the modification, excluding dates in the first ten (10) days following the PBA request. When bargaining is requested, it shall begin no less than ten (10) days following the PBA's request and shall be concluded within fourteen (14) days following the first bargaining session.
- (c) This provision is not a waiver, restraint or limitation on the City's management right to determine unilaterally the purpose of its Police Department, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Further, this provision is not a waiver of the City's rights or the PBA's rights under Chapter 447, Florida Statutes.

**Section 3.** Nothing in this Agreement shall be construed or interpreted as a waiver of the PBA's right to request bargaining or impact bargaining.

**Section 4.** Nothing in this Agreement shall be construed or interpreted as a waiver or limitation on the City's management rights.

**ARTICLE 31**

**SEVERABILITY**

Section 1. If any provision of this Agreement is found to be invalid by any courts having jurisdiction in respect thereof, such findings shall not affect the remainder of this Agreement, and all other terms and provisions shall continue in full force and effect.

Section 2. In the event of such finding the Parties will meet within thirty (30) days to begin negotiations of a replacement Article or Section.

**ARTICLE 32**

**DURATION**

This Agreement shall take effect when ratified by the members of the collective bargaining unit and the City Commission and shall remain in effect until September 30, 2025. No base wage increase, step, cost of living, or other compensation adjustments, except increases resulting from an assignment, shall be paid beyond September 30th of each year, except as provided in a subsequent Memorandum of Understanding or Collective Bargaining Agreement.

## **ARTICLE 33**

### **TAKE HOME VEHICLES**

**Section 1.** The City agrees to continue the take home vehicle program during the term of this Agreement and to purchase as reasonably as possible the number of vehicles sufficient to supply eligible members of the bargaining unit.

**Section 2.** Eligibility:

- Members who reside within 60.0 miles of Police Headquarters (2100 High Ridge Road) are eligible for a Take Home Vehicle provided they:
  - Have successfully completed Field Training, and
  - Have not had their police powers suspended.
- Members who are on modified/light duty related to a workers' compensation claim who do not have driving restrictions are eligible based upon availability of an unmarked vehicle.
- Members who are on modified duty related to a non-work-related injury or temporary disability may be provided with an unmarked vehicle based on availability and seniority (ID number), provided their work restrictions do not prohibit driving.

**Section 3.** Vehicles will be assigned on the basis of seniority (by ID number), with seniority bumping rights for Members transferred to patrol.

**Section 4.** Assigned vehicles are not for personal use but for work only.

**Section 5.** F.S. 627.7491 – Official law enforcement vehicles; motor vehicle insurance requirements:

This statute took effect on July 1, 2022 and requires police departments to maintain auto insurance coverage to cover their vehicles when an officer travels to or from work in a take home vehicle. The City has the necessary insurance in place to comply with this statute. The coverage must also cover the time an officer travels to and from any other work assignment in the take home vehicle. However, there are two exceptions:

1. Coverage is not required if the officer makes any “distinct deviation for a nonessential personal errand.”
  - a. The City and Union define “distinct deviation” as any personal use of Take Home Vehicle other than *de minimis* use along the member’s normal commute route. For example, stopping at a convenience store, bank, or fast food restaurant that is on a member’s reasonable commute route is considered *de minimis*.
2. Coverage is not required if the officer “acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.”

## **ARTICLE 34**

### **OFF-DUTY DETAILS**

All off-duty details (worked performed for a second party employer) require prior written approval by the Chief of Police (or Designee). Police Department Index Code 712 applies except as modified in this Article. Sworn Law Enforcement Officers in positions outside of PBA bargaining units are not prohibited from participating in the off-duty details program.

The City will continue coordinating off-duty details. The net rate of pay for off-duty details paid to the officer will be set by the PBA, but no less than fifty dollars (\$50.00) per hour with a three (3) hour minimum. PBA may change this rate at any time with a minimum of fifteen (15) calendar days of written notice to the City.

The City will act as the conduit for payment for off-duty details from the second party employer to the officer. The City may contract with a company or individual for processing. Payment to the officer is contingent on collection from the second party employer.

Any payments for off duty detail work performed on behalf of a second party employer shall not be considered compensation for pension calculation purposes<sup>2</sup>.

Each officer working an off-duty detail is deemed to be an independent contractor of the second party employer. However, police officers on off-duty details shall be permitted to utilize a City police uniform, radio and vehicle. For such usage, the City shall receive \$7.00 dollars per hour for every detail worked to offset equipment costs.

Details shall be assigned only to those officers who are off duty and no officer shall accept any off-duty detail when it interferes with his/her normal working hours. No swap of time is permitted to accommodate an off-duty detail.

Each officer, while working off-duty details, shall adhere to City conduct standards. Any misconduct or breach of policies, rules and regulations will be handled through the Department the same as any on-duty activity.

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<sup>2</sup> (4) "Compensation" or "salary" means, for non-collectively bargained service earned before July 1, 2011, or for service earned under collective bargaining agreements in place before July 1, 2011, the total cash remuneration including "overtime" paid by the primary employer to a police officer for services rendered, but not including any payments for extra duty or special detail work performed on behalf of a second party employer; § 185.02, Fla. Stat. Ann.

*BB Pension Code: Compensation or salary. The total cash remuneration including lump sum payments for accumulated sick and vacation leave and "overtime" paid by the primary employer to a police officer for services rendered, but not including any payments for extra duty or a special detail work performed on behalf of a second party employer paid directly to the police officer by the second party employer.*

Any police officer who is on sick leave, workers' compensation or working light duty will not work any off -duty detail during that period.

Any police officer on leave due to disciplinary matters shall not work off-duty details during the period of that suspension or removal from active duty.

The Police Chief may suspend an employee's right to work off- duty details as a component of disciplinary action or as a component of a Performance Improvement Plan as a result of a conduct violation committed while on an off-duty detail.

All Bargaining Unit Members assigned to cover off-duty details may report directly to their assignment without prior checking in or out at the police station; however, members must advise a supervisor personally or by radio. Bargaining unit members assigned to an off-duty detail shall comply with all current City and Department policies and procedures in effect.

## **ARTICLE 35**

### **PENSION**

#### **Section 1. Recent Historical Changes During Bargaining**

- Bargaining Unit Members hired on or after October 1, 2015 will have a pension multiplier of three percent (3%).
- The vesting period for Police Officers and Detectives hired on or after October 1, 2016 is ten (10) years.
- Upon ratification of the Agreement ending September 30, 2019, the City and the Union conformed to the statutory requirement to negotiate provisions of SB 172, codified as Laws of Florida 2015-39 by entering into a Mutual Consent Agreement, which provided that the Union to pay the City a total of \$60,000 in \$30,000 increments in November 2017 and November 2018.
- Mutual Consent Agreement, included as Addendum “B,” which provides that the City will receive a total of \$90,000 in \$30,000 increments in November 2019, November 2020, and November 2021.
- Employees hired on or after October 1, 2019: Normal retirement – the earlier of age 55 and 10 years of credited service, or completion of 25 years of credited service regardless of age – Eliminating the 50 years of age with 15 years of credited service.
- Employees hired on or after October 1, 2016: Early Retirement/Deferred Vested Retirement – 50 years of age with 10 years of credited service.
- ALL: Maximum Retirement Benefit shall not exceed eighty-five percent (85%) provided that, in all cases, the benefit is at least 2.75% for each year of service.
- ALL: Member Contributions toward Base Pension Benefit - Additional 0.5% pension contribution from all employees (excluding DROP participants) each fiscal year of the prior Agreement – Monies must be utilized for Unfunded Actuarial Accrued Liability (UAAL).
  - Year 1 – 0.5% additional contribution
  - Year 2 – 0.5% additional contribution
  - Year 3 – 0.5% additional contribution



- DROP – Employees hired on or after October 1, 2019 will receive interest at a rate of 0% - 8% depending on plan performance. These members will be required to remove their money from the DROP as stipulated in the DROP Ordinance.

Section 2.      Agreed Changes During Bargaining of Current Agreement

- A Mutual Consent Agreement, included as Addendum “B,” provides that the City will receive a total of \$150,000 in \$50,000 increments in November of each year of this Agreement (2022, 2023, 2024).
- DROP – Effective October 1, 2022, all active members are eligible to participate in an eight (8) year DROP with a seven percent (7%) guaranteed interest rate on their full DROP balances. Members are required to resume contributions at three percent (3%) for years six (6) through eight (8) of the DROP, if they opt to participate. Active members who have already entered the DROP are eligible to extend their DROP provided they are not required to separate from service prior to October 1, 2022.

**ARTICLE 36S**

**NO STRIKE OR LOCK-OUT**

Section 1. "Strike" means the concerted failure to report for duty, the concerted absence of Sergeants from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of Sergeants from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, picketing or demonstrating in furtherance of a work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

Section 2. Neither the Union, nor any of its officers, agents and members, nor any employee organization members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage of work, illegal picketing, or any other interruption of the operations of the City.

Section 3. Each Sergeant who holds a position with the City occupies a position of special trust and responsibility in maintaining and bring about compliance with this Article and the strike prohibition in Florida Statutes 447.505 and the Constitution of the State of Florida. Accordingly, the Union, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other employees and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

Section 4. Any or all Sergeants who violate any provisions of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the City.

## **ARTICLE 37**

### **WORKERS' COMPENSATION AND LEAVES OF ABSENCE**

#### **Section 1.      Workers' Compensation**

- A. A bargaining unit member covered by Florida Statute, Chapter 440, Workers' Compensation, and in accordance with provisions set forth hereunder, shall be authorized to be absent from work due to injury or illness incurred while on duty, and directly related to work performed, until (s)he reaches maximum medical improvement or two (2) years, whichever comes first.
- B. The City is self-insured for Workers' Compensation. The City's Human Resources and Risk Management Department coordinates claims management for work-related injuries and illnesses. For information and policies regarding Workers' Compensation, contact the Human Resources and Risk Management Department.
- C. Members who are unable to work due to a work-related injury or illness, are entitled to have their workers' compensation payments supplemented for up to ninety (90) days to ensure they receive one hundred percent (100%) of their normal base pay, unless otherwise negotiated in a workers' compensation hearing.
- D. The City follows the provisions of Florida Statute, Chapter 440, Workers' Compensation. Bargaining Unit members who require follow up medical treatment are required to attend appointments while off duty. In the event a Bargaining Unit member needs to attend an appointment while on duty, due to scheduling conflicts identified by Command Staff, the member must use his/her available Sick Leave or compensatory time and vacation time if the member has no available Sick Leave.
- E. Reporting Work-Related Injuries/Illnesses:
  - 1. An employee who sustains a work-related injury or illness is required to immediately notify his/her supervisor and/or the Human Resources and Risk Management Department. Notification to the Human Resources and Risk Management Department is made 24/7 by calling: (561) 742-6677 or e-mailing: [risk@bbfl.us](mailto:risk@bbfl.us). An employee who fails to promptly notify his/her supervisor or the Human Resources and Risk Management Department is subject to disciplinary action including termination of employment.
- F. FMLA in Conjunction with Workers' Compensation:
  - 1. To the extent permissible by Law, the City designates lost time in conjunction with a workers' compensation claim as FMLA for members who meet the eligibility requirements and who have not yet exhausted their rolling 12-month hours' entitlement.

## Section 2.      **Modified Work (Light Duty)**

### A.      Modified Work Assignments (Workers' Compensation):

1.      An employee who has been released to work with restrictions may be accommodated with a modified work (light duty) assignment at the discretion of the Director of Human Resources and Risk Management (or Designee) in consultation with the Police Chief (or Designee). An employee may choose to accept or decline the modified work assignment. If an employee declines an offer of a modified work assignment, the employee will be required to remain at home until released to full duty with no restrictions, and during this time, (s)he will be required to use accrued and available leave time in the following order: sick and vacation. Additionally, an employee who declines an offer of a modified work assignment and who meets the eligibility requirements for leave under FMLA will have his/her time off automatically designated as FMLA.
  - (a)      For more information regarding modified work as it pertains to Workers' Compensation, contact the Human Resources and Risk Management Department.

### B.      Modified Work Assignments (Other):

1.      The City complies with the Americans with Disabilities Act Amendments Act (ADAAA) to provide reasonable accommodations to employees who request them and are qualified. An employee may request an accommodation and/or more information by contacting the Human Resources and Risk Management Department.

## Section 3.      **Leaves of Absence**

### A.      Family and Medical Leave Act (FMLA):

1.      An employee who has worked for the City for at least twelve (12) months and who has worked at least one thousand two hundred fifty (1,250) hours in the preceding twelve (12) months is eligible to request job-protected leave under FMLA for qualified reasons as defined by the law.
2.      Requests for leave under FMLA must be submitted in writing on the designated form to the Human Resources and Risk Management Department. Leaves under FMLA are approved by the Director of Human Resources and Risk Management and the City Manager. Human Resources may designate as FMLA an eligible employee's qualified leave, including lost time due to a Workers' Compensation claim.

- (a) For more information regarding leave under FMLA, contact the Human Resources and Risk Management Department.

B. Americans with Disabilities Act Amendments Act (ADAAA):

- 1. An employee may be entitled to leave as an accommodation for his/her disability under the ADAAA.
  - (a) For more information regarding a leave accommodation under ADAAA, contact the Human Resources and Risk Management Department.

C. Military Leave:

- 1. The City complies with Military Leave pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statute 115.07.
- 2. An employee must immediately notify the Human Resources and Risk Management Department upon notice of his/her need for Military Leave.
  - (a) For more information regarding Military Leave, contact the Human Resources and Risk Management Department.

D. Leave of Absence (Other):

- 1. An employee who is not eligible for leave under FMLA, ADAAA, or Military Leave may request a Leave of Absence for up to ninety (90) days.
- 2. A request for a Leave of Absence must be submitted in writing to the City Manager via the Director of Human Resources and Risk Management. The City Manager, in consultation with the Director of Human Resources and Risk Management and the Police Chief (or Designee), will consider an employee's request for a Leave of Absence on a case-by-case basis with the operational needs of the City being a primary factor in whether or not the leave may be granted. An employee who is on an approved Leave of Absence is subject to being recalled to service upon notice of the City Manager (or Designee). The City Manager's determination is final and is not subject to further review, appeal, grievance, or arbitration process.
- 3. Any approved Leave of Absence will require an employee to utilize his/her paid leave time in the following order: compensatory time, vacation, and sick. Once the employee has exhausted all available accrued time, the remainder of the Leave of Absence will be without pay. An employee will not accrue vacation or sick hours while on a Leave of Absence. The employee is responsible for the full cost of insurance premiums for work weeks in which (s)he is in an unpaid status for more than twenty-four (24) hours.

**ARTICLE 38S**

**QUALIFICATIONS FOR A BARGAINING UNIT POSITION**

Eligibility for hiring or promotion to a position in the bargaining unit shall be as follows:

- (a) Five (5) years of continuous experience as a Police Officer or Detective First Grade with the City of Boynton Beach immediately prior to hiring or promotion.
- (b) Must possess on effective date of hire and thereafter maintain FDLE certification.
- (c) Must possess on effective date of hire and thereafter maintain a Florida driver's license.

## **ADDENDUM “A”**

### **DRUG FREE WORKPLACE POLICY**

#### **1.1 PURPOSE**

The City of Boynton Beach is committed to providing a safe work environment for its employees and our community. Drug and alcohol abuse is national problem that is prevalent in society and impairs the health and safety of employees, promotes crime and harms our local community. Moreover, the illegal possession, use, sale, and distribution of controlled drugs are criminal acts that directly threaten the integrity of all employees in the City. The City is addressing this problem through its DRUG FREE WORKPLACE Program.

Substance abuse is a complex, yet treatable disease. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe and productive drug and alcohol-free environment. We encourage those who use drugs or abuse alcohol to seek help in overcoming their problem. The City considers substance abuse to be an unsafe and counterproductive work practice.

#### **1.2 SCOPE**

This policy applies to all PBA collective bargaining unit members at the City of Boynton Beach.

#### **1.3 DEFINITIONS**

1. “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 the final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and strong specimens and reporting test results
2. “Confirmation Test”, “confirmed test” or “confirmed drug test” is a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test 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.
3. “Drug” means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein. Threshold detection levels are established by Florida regulations. Therefore, activities participated in while off duty may result in positive drug tests. For DOT covered employees, alcohol includes any

intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols. Consumption of a preparation including alcohol (beverages or medicines). A list of the most common medications which may alter or affect a drug test are found in Section 1.5, Letter I of this policy. Employees and job applicants should review this list prior to submitting to a drug test.

4. "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
5. "Employee" means an individual who works for salary, wages, or other remuneration for the City and is covered by the workers compensation act.
6. "Employee Assistance Program" (EAP) is an established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.
7. "Employer" means an agency within state government that employs individuals for salary, wages, or other remuneration.
8. "Initial drug test" means a screening procedure of the blood and/or urine of employees and job applicants for the presence of alcohol and illegal drugs in accordance with the Florida Drug Free Workplace Program and appropriate Florida administrative rules.
9. "Job Applicant" means a person who has applied for a position with the City and has been offered employment conditioned upon successfully passing a drug test.
10. "Mandatory-testing position/Safety-sensitive position" means with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to F.S. [110.1127](#), or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
11. "Medical Review Officer (MRO)" means a licensed physician with knowledge of prescription drugs, pharmacology and toxicology of drugs, who may be responsible for receiving and reviewing all positive confirmed test results and who may be responsible for contacting all individuals who test positive in a confirmation test to inquire about possible medications which could have caused a positive result. The MRO need not be an employee of the City.



12. "Prescription or Nonprescription Medication" means a drug or medication obtained pursuant to a prescription as defined by F.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.
13. "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. Reasonable suspicion drug testing may not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:
  - a. 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.
  - b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
  - c. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
  - d. Evidence that an individual has tampered with a drug test during employment with the current employer.
  - e. Information that an employee has been involved in an accident while at work:
    - i. If a bargaining unit member is involved in an accident in which the member was driving a City owned vehicle, and any one of the following occurs: an individual dies, an individual suffers a bodily injury and receives medical treatment away from the scene of an accident, one or more vehicles (whether operated by a City employee or not) incurs damage as the result of the occurrence, or is transported away from the scene by a tow truck or other vehicle, and under any circumstances when the bargaining unit member is issued a traffic citation.
    - ii. An order to submit to post accident testing can be made by a Police Sergeant or higher rank. Any bargaining unit member ordered for a post-accident drug test may, at the member's option, be accompanied to the testing by an available Union Representative. The Union Representative shall act as a quiet observer to the testing procedure and shall not interfere with the testing procedures or direct questions or comments to the testing personnel. The unavailability of a Union Representative shall not preclude the post-accident drug testing from taking place.

- iii. Refusal to submit to an order for post-accident drug testing, or intentionally delaying a post-accident drug test can result in termination; however, nothing herein shall abrogate a bargaining unit member's right to challenge the results of the drug test.
  - f. 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.
- 14. "Special-Risk Position" means a position that is required to be filled by a person who is certified under [Chapter 633](#), Fire Prevention and Control or [Chapter 943](#), Department of Law enforcement.
- 15. "Specimen" means a tissue or product of the human body including blood, urine, or saliva capable of revealing the presence of alcohol and/or illegal drugs or their metabolites.
- 16. "Stepping Forward" means that an employee comes forward and requests assistance for substance abuse *prior* to being selected for a random drug test, or prior to being ordered to submit to a reasonable suspicion drug test, fitness for duty evaluation, or prior to being involved in an accident or sustaining an injury, which requires drug testing.

#### 1.4 POLICY

- A. It is the policy of the City that an employee found with the presence of alcohol, illegal drugs, or prescription medication in levels exceeding prescribed dosage in his/her system, in possession of, using, selling, trading or offering for sale illegal drugs or alcohol during working hours, may be subject to disciplinary action up to and including termination. A refusal to submit to a drug test is grounds for immediate termination.

An employee reporting for work visibly impaired and that is unable to properly perform required duties, will not be allowed to work. The supervisor should first attempt to seek another supervisor's opinion of the employee's status. Then the supervisor should consult privately with employee with the observation, to rule out any problem(s) that may have been caused by prescription drugs.

If, in the opinion of both supervisors, the employee is considered impaired, the employee should be drug tested by an authorized provider and then provided safe transportation home. An impaired employee must not be allowed to drive and if necessary can be transported home by a supervisor or another employee.

It is the responsibility of the City's supervisors to counsel with an employee whenever they see changes in performance that suggest a potential employee problem. The supervisor may suggest that the employee voluntarily seek help from the employee

assistance program or decide that the severity of the observed problem is such that a formal referral to the EAP should be made.

**B. Use of Prescription Medication/Drugs While on Duty**

1. Prescription drugs prescribed by the employee's physician, who is licensed to practice medicine in the United States, may be taken during working hours in strict accordance with the provisions of the Policy. Employees should never use intoxicants or drugs that could cause impairment during work hours. An employee who is using a prescription medication while on the job shall do so in strict accordance with medical directions.
2. It is the employee's responsibility to notify the prescribing physician of his/her job requirements/functions to ensure that the physician approves the use of the prescription medication while the employee is performing his/her job duties. It is recommended that the employee provide his/her physician with a copy of the FDLE standards for law enforcement officers so the physician is aware of the physical requirements of the position.
3. It is the employee's responsibility to immediately notify the Director of Human Resources and Risk Management or designee when (s)he is prescribed any medication that is considered a controlled substance on Schedules II, III, or IV as defined and amended from time to time in Florida Statutes 893.03. Failure to disclose this information may result in disciplinary action up to and including termination of employment. The Director of Human Resources and Risk Management may require the employee to provide a note from his/her prescribing physician stating that the employee is able to perform the functions of a law enforcement officer while taking the medication as prescribed.
4. The employee shall notify the Director of Human Resources and Risk Management or designee if the use of his/her properly prescribed medications/drugs (other than those considered a controlled substance on Schedules II, III, or IV as defined and amended from time to time in Florida Statutes 893.03) will affect the employee's work performance.
5. If the prescribing physician determines that the employee cannot perform his/her job duties without impairment while taking the prescribed medication, then the employee will be required to use his/her sick and/or FMLA leave, or unpaid leave if his/her leave pools are exhausted, until (s)he can return to work. If the employee reports to work, the City will presume that the employee is not impaired.
6. Abuse of prescription drugs will not be tolerated.

**A. Conditions of Pre-Employment**

The City will conduct a pre-employment screening examination designed to prevent hiring individuals who use drugs.

1. To determine the suitability of employees to work for the City the following pre-employment conditions are established:
  - a) Job Applicants in mandatory-testing positions, safety-sensitive positions, and/or special-risk positions will be tested prior to employment for drug use and alcohol use.
  - b) Any job applicant, as defined in the above-section, who refuses to submit to drug and alcohol testing as part of the pre-employment testing process will be refused employment.
  - c) Any job applicant who tests positive for drugs or alcohol use will be refused employment.
  - d) Confidentiality will be maintained pursuant to this policy.

**B. Employee Compliance**

It shall be a condition of continued employment for all employees to submit to drug and alcohol screening under the policy. If there is a conflict between this policy and the collective bargaining agreement, the collective bargaining agreement shall control. Refusal to submit to drug testing is grounds for immediate termination. Refusal to submit to drug testing is not a waiver of the employee's right to challenge both the order and the test outcome.

**C. Employee Assistance Program**

The City offers an Employee Assistance Program (EAP) which provides help to employees and their families who suffer from various difficulties including alcohol or drug abuse.

In addition to the City's EAP Program, below is a list of local assistance programs and local drug and alcohol rehabilitation programs:

- a) Narcotics Anonymous Help Line : 561-848-6262
- b) Drug Abuse Foundation of Palm Beach County : 561-278-0000
- c) Palm Beach Al-Anon/Al-a-Teen Information : 561-882-0308
- d) Alcoholics Anonymous (Palm Beach County) : 561-655-5700
- e) Comprehensive Alcoholism Rehabilitation Program : 561-844-6400

It is the responsibility of each employee to seek assistance before drugs and alcohol lead to performance problems.

1. Use of the employee assistance program, on a voluntary basis, will not affect the determination of appropriate disciplinary action.
2. An employee's decision to seek assistance from the Employee Assistance Program on a voluntary basis **prior** to any incident warranting disciplinary action will not be used as the basis for disciplinary action or in any disciplinary proceeding.

On the other hand, using EAP will not be a defense to the imposition of disciplinary action where facts providing violation of this policy are obtained outside of the EAP. Accordingly, the purpose and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

3. Through the EAP, the City will provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse.
4. Upon successful completion of a drug and/or alcohol treatment program an employee may be released to resume work but will be subject to drug testing on a random, periodic basis, at least quarterly, and for up to two years thereafter as a condition of continued employment. These stipulations may be incorporated in a Last Chance Agreement.
5. An individual's participation in the program will not be made part of any personnel records and will remain confidential to the extent necessary to comply with this policy. Medical and insurance records, if any, will be preserved in the same confidential manner as all other medical records and be retained in a separate file as provided by law.

#### **D. Management's Responsibility**

The City will maintain screening practices to identify employees who use illegal drugs or abuse alcohol. Department Heads are responsible for implementing this Drug Free Work Place policy. It is the responsibility of the supervisors to observe the behavior of employees on the job as a precaution against unstable or unreliable behavior which could threaten the safety and well-being of employees and the community.

1. Supervisors are responsible for maintaining a safe work environment by monitoring employees' behaviors and performance.
2. In the event a supervisor has a reasonable suspicion that an employee may be

under the influence of drugs or alcohol, the employee must be sent for reasonable suspicion drug testing. A form for documenting cause for a reasonable suspicion drug test is attached.

3. In all cases when an employee is to be removed from duty for drug testing, the Department Head and Human Resources & Risk Management should be immediately notified.

**E. Employee's Responsibility**

1. It is each employee's responsibility to be fit for duty when reporting for work and to inform his/her supervisor if (s) he is under prescription or non-prescription medication which may affect job performance.
2. In the event an employee observes behavior in another employee, which raises a doubt as to that employee's ability to perform work in a safe, reliable and trustworthy manner, the employee should report this behavior to his/her supervisor.
3. Employees, who enter drug or alcohol treatment and/or rehabilitation program voluntarily at the request or insistence of the City or, as a condition of continued employment are required to fully participate in and complete the recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program will be responsible for payment of the treatment and/or program. If the employee fails to comply with the treatment and/or program, the employee will be subject to discipline, up to and including termination.

**F. Medical Review Officer's (MRO) Responsibilities**

1. The MRO will review all information from the testing laboratory in the event of a positive, confirmed test. The MRO will review any information from the employee or job applicant regarding the use of medication or other relevant medical information set forth in the form submitted prior to drug testing.
2. The MRO may request that the testing laboratory provide quantification of test results.
3. The MRO will provide confirmed test results to the Human Resources representative from the City.

**1.5 PROCEDURE**

In order to maintain a drug and alcohol free work environment, the City will test for the

presence of alcohol and drugs in the following circumstances:

1. **Pre-employment:** Job applicants who have been offered a position of employment and whose job requirements are that of a mandatory-testing, safety-sensitive, or special-risk position are required to take a drug and alcohol test.
2. **Reasonable suspicion:** Employees who are determined to be under reasonable suspicion of drug or alcohol use (as defined herein), are required to take a drug and alcohol test.
3. **Post-incident:** Employees are required to take a drug and alcohol test when the employee is involved in a job-related incident consistent with Section 1.3, 13.e.i. and whenever there is discernible property damage unrelated to a motor vehicle accident.
3. **Random Testing:** Employees are subject to random drug testing. On a monthly basis, a designated Police Officer uses [www.random.org](http://www.random.org) to generate a list of three (3) PBA members who will be randomly tested for that month. A Union Representative signs off on this list. In addition, members assigned to Vice are tested once every six (6) months.
4. **Fitness for duty:** All employees who are subject to routine annual medical examinations are required to take a drug and alcohol test as part of their medical examination.
5. **Follow-up:** All employees who have been referred to an employee assistance program or rehabilitation program by the City for drug and/or alcohol abuse are required to take drug and alcohol tests on a quarterly basis for up to two (2) years after their return to work. These stipulations may be codified in a Last Chance Agreement.

**A. Consequences of Refusing a Drug Test**

1. An employee who refuses to submit to a drug and alcohol test will be subject to immediate termination. An employee who refuses to submit to a drug test forfeits his/her eligibility for all workers' compensation medical and indemnity benefits.
2. A job applicant, as defined in section 1.3, #9, who refuses to submit to a drug and alcohol test will not be hired.

**B. Actions Following a Positive Confirmed Test**

The City may administer disciplinary action, up to and including termination, for any employee who has a positive, confirmed drug or alcohol test.

**C. Confidentiality**

Confidentiality of records concerning drug and alcohol testing will be maintained to the extent necessary to comply with this policy. All information, reports, memos and drug test reports, written or otherwise, received by the City through the drug testing program will be kept confidential as provided by law.

The City's Employee Assistance Program, laboratories, drug and alcohol rehabilitation programs who receive or have access to information concerning drug test results shall keep all information confidential. No such information will be released unless there is a voluntary written consent, signed by an employee or job applicant, except where such release is compelled by a court pursuant to an appeal taken under this section, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

The City will maintain records concerning drug testing separate and apart from an employee's or job applicant's file.

**D. Reporting of Use of Medication**

Employees and job applicants may confidentially report the use of prescription or non-prescription medication both before and after having a drug test.

**E. Notice of Common Medications**

A list of most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test, is listed below in section H. Employees and job applicants should review this list prior to submitting to a drug test.

**F. Medication Information**

An employee or job applicant may consult with the testing laboratory for technical information regarding prescription and non-prescription information.

**G. Employee Assistance Program**

Refer to the Employee Assistance Program Policy for the name, address and telephone number of the City's current provider or contact the Human Resources and Risk Management Department.



## H. Drugs to be Tested

In accordance with F.S. 893.03 as amended from time to time, the following is an illustrative and non-exhaustive list of drugs that will be tested:

1. Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors, resulting in a 0.04 or higher. A positive Breath Alcohol Test will be confirmed by a Blood Alcohol Test.
2. Amphetamines
3. Cannabinoids
4. Cocaine
5. Phencyclidine (PCP)
6. Hallucinogens
7. Opiates
8. Methaqualone
9. Barbiturates
10. Benzodiazepines
11. Synthetic Narcotics
12. Designer Drugs
13. A metabolite on any substance listed herein
14. Anabolic/Androgenic Steroids.

A list of drugs by brand names or common names includes:

<i>Opium</i>	Dover's Powder, Paregoric, Parepectolin
<i>Morphine</i>	Morphine, Pectoral Syrup
<i>Codeine</i>	Tylenol with Codeine, Empirin with Codeine, Robitussin A-C, Hydrocodone, Coke Crack
<i>Heroin</i>	Diacetylmorphine, horse, smack
<i>Hydromorphone</i>	Dilaudid
<i>Meperidine</i>	Demerol, Mepergan
<i>Methadone</i>	Dolophine, Methadone, Methadose
<i>Other Narcotics</i>	Laam, Leritine, Numorphan, Percodan, Tussiones, Fentanyl, Darvon, Talwin, Lomotil, Lorcet, Vicodin, Percocet
<i>Chloral Hydrate</i>	Noctec, Sommos
<i>Barbiturates</i>	Phenobarbital, Tuinal, Amvital, Nembutal, Seconal, Lotusate
<i>Benzodiazepines</i>	Atavan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril
<i>Methaqualone</i>	Quaalude
<i>Methamphetamine</i>	Methyl Ice
<i>Glutethimide</i>	Doriden

*Other Depressants*

Equanil, Miltown, Noludar, Placidyl, Valmid

**NEW DRUGS** - New drugs will be added to the list of controlled substances based on amendments to the Florida Statutes and/or any federal law, rule, regulation or procedure after a review with the Labor-Management Committee.

### **PRESCRIPTION DRUGS**

Many prescription drugs can alter or affect drug tests. Due to the large number of obscure brand names and the constant marketing of new products, this list is illustrative and not exhaustive.

*Alcohol*: All liquid medications containing ethyl alcohol (ethanol). Read the label for alcohol content.

*Amphetamines*: Pbetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Lonamine, Fastin.

*Cannabinoids*: Marinol (Dronabinol, THC).

*Cocaine*: Cocaine, HCl topical solution (Roxanne)

*Phencyclidine*: Not legal by prescription

*Methaqualone*: Not legal by prescription

*Opiates*: Paregoric, Parepectolin, Donnagel PG, Norphine, Tylenol with Codeine, Emperine with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), MS Contin and Roxano (morphine sulfate), Percodan, Vicodin, Tussiorganidine, etc.

*Barbiturates*: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorianl, Fioricet, Esgic, Butisol, Mebarel, Butabarbital, Butalbital, Phrenilin, Triad, etc.

*Benzodiazepine*: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tanzene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.

*Methadone*: Dolophone, Metadose, etc.

*Propoxyphene*: Darvocet, Darvon N, Dolene, etc.

### **ANABOLIC/ANDROGENIC STEROID TESTING**

Federal law placed anabolic steroids in Schedule III of the Controlled Substances Act (CSA) as of February 27, 1991.

An employee or job applicant who is contacted by the MRO may confidentially report the use of prescription medication(s) because the presence of these medications in the body may have affected the outcome of the test.

#### **I. Challenge of Test Results**

1. An employee or a job applicant who receives a positive confirmed test result may, within five (5) working days, submit information to the Director of Human Resources & Risk Management explaining or contesting the test result and explaining why the test result does not constitute a violation of the City's

policy.

2. If the explanation or challenge of the employee or job applicant is unsatisfactory to the City, the City will provide a written explanation as to why the employee or job applicant's explanation is unsatisfactory, and a copy of the report of positive confirmed test results will be provided to the employee or job applicant.
3. An employee may further challenge the results of the test in a court of competent jurisdiction or, if the drug was administered due to a workplace injury, by filing a claim for benefits with a judge of compensation claims, pursuant to Chapter 440, Florida Statutes.
4. If an employee or job applicant contests the drug test results he/she must promptly notify the Medical Review Officer (MRO).

**ADDENDUM “B”**

**MUTUAL CONSENT AGREEMENT**

**(Use of Insurance Premium Tax Revenue)**

This Mutual Consent Agreement is entered into between the CITY OF BOYNTON BEACH, a Florida municipal corporation, whose mailing address is P.O. Box 310, Boynton Beach, FL 33425 (the “City”) and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION (“PBA”) POLICE OFFICERS AND DETECTIVES AND POLICE SERGEANTS.

WHEREAS, the 2015 Florida Legislature enacted legislation (Chapter No. 2015-39, Laws of Florida), hereinafter “Legislation” regarding the use of insurance premium tax revenue (“IPTR”); and

WHEREAS, the City has a retirement pension plan and fund for police officers known as the Boynton Beach Police Officers’ Pension Fund (“Fund”) that exceeds the minimum benefits and minimum standards established by the State of Florida for public employee police pension plans as set forth in chapter 185, Florida Statutes; and

WHEREAS, the Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues, which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent of the members’ collective bargaining representative (PBA).

NOW THEREFORE, the City and PBA Unions agree as follows:

1. The foregoing Whereas clauses are correct.
2. The total of ninety thousand dollars (\$150,000) of IPTR, whether base premium tax revenue or additional premium tax revenue, received by the City will be used to reduce the City’s unfunded liability to the Boynton Beach Police Officers’ Pension Fund. These funds will be provided to the City in increments of fifty thousand dollars (\$50,000) in November 2022, November 2023, and November 2024.
3. This Consent Agreement takes effect when signed by PBA and City.

*Signature Page Follows*

**SIGNATURE PAGE**  
*for*  
**MUTUAL CONSENT AGREEMENT**  
**(Use of Insurance Premium Tax Revenue)**

**CITY OF BOYNTON BEACH**

\_\_\_\_\_  
James Stables, Interim City Manager

**BOYNTON BEACH POLICE OFFICERS AND DETECTIVES AND POLICE SERGEANTS**

\_\_\_\_\_  
Palm Beach County PBA Representative

**ATTEST:**

\_\_\_\_\_  
Maylee DeJesus, City Clerk

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

## **ADDENDUM “C” TUITION ASSISTANCE PROGRAM**

### **1.1 PURPOSE**

To provide financial assistance, when such funding is appropriated and approved in the City’s Human Resources Department’s annual budget, to eligible full-time regular employees, who are enrolled in an undergraduate or graduate degree program at an accredited college or university and when the attainment of such degree is determined by the City to be directly beneficial to the employee’s current job or for an advanced job in the City within their career path. This program is at the sole discretion of the City and may be suspended or cancelled at any time.

### **1.2 SCOPE (Modified for PBA Officers and Detectives)**

Employees who are eligible to participate in this program are full time, non-probationary, employees covered under a PBA Collective Bargaining Agreement. Employees must be “in good standing” with the City at the time of application through the time of reimbursement in order to receive reimbursement through this program.

### **1.3 DEFINITIONS**

- a. Accredited college or university: A college or university that has attained accreditation as documented by inclusion in the U.S. Department of Education’s Office of Post-secondary Education (OPE) *Database of Accredited Postsecondary Institutions and Programs* (<https://ope.ed.gov/accreditation/Search.aspx>). The Director of Human Resources and Risk Management reserves the right to consider and approve or deny any college or university that is not listed in this database.
- b. Full-time: An employee who is in a job classification designated as full-time and who is scheduled to work a minimum of thirty-six (36) hours per work week.
- c. “In good standing”: An eligible employee who:
  - 1. Is actively employed on the date of program enrollment and through the date of reimbursement;
  - 2. Has not been in an unpaid leave status of more than sixteen (16) hours for any calendar week from the date of program enrollment through the date of reimbursement; and
  - 3. For one (1) year prior to the date of program enrollment and through the date of reimbursement, has not received sustained discipline of an unpaid suspension for more than twenty-four (24) hours or three (3) days and has not been demoted for disciplinary reasons.
- d. Non-probationary: An employee who has successfully completed his/her initial one (1) year probationary period. Employees who are on a probationary period solely due to a

promotion or reclassification and who have already been employed with the City in a full-time position for more than one (1) year are considered “non-probationary” for purposes of this policy.

#### 1.4 POLICY

- A. *This Policy supersedes and replaces Administrative Policy 04.01.03.* The Tuition Assistance Program is coordinated by the City’s Human Resources and Risk Management Department. In order to be considered for participation in this program, eligible employees must enroll, adhere to all applicable procedures, and sign a participation agreement to acknowledge program requirements and obligations. Each fiscal year that this program is funded, the Director of Human Resources and Risk Management will establish the current eligible reimbursement expenses and amounts and will set the fiscal year per person maximum reimbursable amounts. This information, titled *Addendum: Tuition Assistance Program Current Reimbursement Year Expenses and Amounts*, will be updated and maintained as part of this policy. Applications will be considered in the order in which they are received. Available funds will be reimbursed until the end of each funded fiscal year or until funds are exhausted, whichever comes first. The interpretation and administration of this policy shall be the responsibility of the Director of Human Resources and Risk Management. Participation in the Tuition Assistance Program is voluntary, and no aspect of this policy or program is subject to any grievance or appeal process.
- B. The budgeted Tuition Assistance Program funding will be split into two separate pools so reimbursement opportunities can be fairly appropriated based on typical academic calendars. If funding remains available after processing all eligible and approved Period Two Reimbursements, applications for Period One Reimbursements that were eligible but not reimbursed will be reconsidered.
- Reimbursement Period One: For course dates between August and December
    - Deadline for submitting Reimbursement Applications: January 31<sup>st</sup>
    - Final reimbursement issued in February
  - Reimbursement Period Two: For course dates between January and July
    - Deadline for submitting Reimbursement Applications: August 31<sup>st</sup>
    - Final reimbursement issued in September
- C. The following courses are ineligible for reimbursement under all circumstances, even if they are a requirement for obtaining a degree:
1. Course that is covered by any non-refundable financial aid, scholarship, or other governmental assistance;
  2. Seminar;
  3. Internship;

4. Course that earns only Continuing Education Credits (CEUs);
  5. Exam preparation course or entrance exam;
  6. Course taken as “audit only”;
  7. Course graded only as “Pass/Fail”;
  8. Course issuing credit only as “Life Experience” and/or “Portfolio”;
  9. Course fulfilling only a physical education or sexual education requirement;
  10. Course taken that is not part of an employee’s approved undergraduate or graduate degree program; and
  11. Course taken by an employee who is not enrolled in an undergraduate or graduate degree program.
- D.** The letter grades an employee earns upon completion of an approved course determines the percentage of reimbursement that will be applied to eligible expenses.
- A = 100%
  - B = 75%
  - C = 50%
  - D = 0% (ineligible for reimbursement under this policy)
  - F = 0% (ineligible for reimbursement under this policy)
- An employee who receives an “Incomplete” or who withdraws from a course is not eligible for reimbursement under this policy.
- E.** Any tuition assistance provided to an employee pursuant to this policy up to a maximum of amount of \$5,250.00 in any calendar year is excluded from tax; any amount received in excess of \$5,250.00 in any calendar year will be treated as taxable income, as required by the Internal Revenue Service (IRS).
- F.** An employee who separates employment for any reason other than a City-initiated layoff or termination within twenty-four (24) months of receiving any amount of financial assistance pursuant to this policy, authorizes the City to deduct the amount(s) of such reimbursement(s) from any amount of payout to which (s)he would have otherwise been entitled. An employee who is not eligible for payout or who does not have sufficient payout value from which to deduct the reimbursed amount(s) is obligated and required to repay the City.
- G.** Deadlines are not negotiable and will not be extended. It is solely an employee’s responsibility to timely submit enrollments, agreements, reimbursement applications, and other required documentation for participation in this program. No employee should expect or rely upon the City, Human Resources, or any other person to “remind” him/her of this program’s requirements and/or deadlines.

## **1.5 PROCEDURES**



- a. This program is at the sole discretion of the City and may be suspended or cancelled at any time.
- b. A *Tuition Assistance Program Participation Enrollment Form* and *Tuition Assistance Program Agreement* are required to be submitted by any eligible employee who is interested in seeking reimbursement pursuant to this policy. The purpose of the Participation Enrollment Form is for Human Resources and Risk Management to evaluate whether or not an employee meets participation requirements of the program. The purpose of the Agreement is to confirm that an employee understands the program and his/her obligations pursuant to enrollment and reimbursement. The Participation Enrollment Form and the Program Agreement are required to be submitted each funded fiscal year in which the employee is interested in participating. No reimbursement will be considered without a current approved participation enrollment form and signed program agreement.
  1. Human Resources will log completed Participation Enrollment Forms and Program Agreements in the funded fiscal year's Tuition Assistance Program Tracking spreadsheet "Enrollments" tab.
  2. Human Resources will review the Participation Enrollment Forms and will confirm, and log eligibility on the "Enrollments" tab.
  3. Human Resources will notify employees in writing of their participation approval or denial. If an employee is denied, the reason for the denial will be included.
- c. A separate *Tuition Assistance Program Reimbursement Application* is required to be submitted for each course for which an employee is requesting reimbursement. These Reimbursement Applications are accepted on a rolling basis per Reimbursement Period, and all required documentation is required to be submitted with each Reimbursement Application. The submission of a Reimbursement Application does not guarantee reimbursement.
- d. Completed Reimbursement Applications with required documentation must be submitted via electronic mail to: [hr@bbfl.us](mailto:hr@bbfl.us) with the subject line: Tuition Assistance Program.
  1. Human Resources will assign each Reimbursement Application a tracking number based upon date and time of receipt: TAP-YYYY-MM-DD-###, wherein TAP means Tuition Assistance Program, YYYY means calendar year, MM means calendar month, DD means calendar day, and ### indicates the number of the request received on the specified date. For example, the first request received on October 1, 2017 would be assigned the tracking number: TAP-2017-10-01-001.

2. Human Resources will review Reimbursement Applications in the order in which they are received. Incomplete Reimbursement Applications or Reimbursement Applications submitted without required documentation will be returned via electronic mail to the employee, who will need to resubmit a completed Reimbursement Application with supporting documentation in order to be considered for reimbursement. A new tracking number will then be assigned based on the date of receipt of the completed Reimbursement Application with required documentation.
  3. Human Resources will separately log each course Reimbursement Application in the funded fiscal year's Tuition Assistance Program Tracking spreadsheet "Applications" tab.
    - i. Human Resources will reconfirm an employee's eligibility. The course Final Grade, Credit Hours, and Book(s) Cost will be logged on the "Applications" tab.
    - ii. Human Resources will log the eligible reimbursement amounts for credit hours and textbook(s) and will calculate a total eligible reimbursement amount.
- e. Reimbursement Processing will begin for the Reimbursement Period One following the January 31<sup>st</sup> deadline for submitting Reimbursement Applications.
- i. Human Resources will sort completed eligible Reimbursement Applications by Tracking Number order and reconfirm an employee's eligibility.
  - ii. Human Resources will log each eligible Reimbursement Application in the funded fiscal year's Tuition Assistance Program Tracking spreadsheet "Reimbursements" tab up to the Maximum Per Person Allowable Reimbursement Amount (see Addendum for these Amounts). This process will be repeated for each eligible Reimbursement Application until the Program Budget Balance for Reimbursement Period One has been depleted.
  - iii. Human Resources will complete a 121 for Tuition Assistance Program Reimbursement and route for approvals and processing by Finance.
  - iv. Finance will process all approved Period One Reimbursements in February.
  - v. If funds are remaining in the allocated Program Budget Balance following Period One Reimbursements, Human Resources will add this remaining

balance to the beginning Program Budget Balance for Period Two Reimbursements.

- f. Reimbursement Processing will begin for the Reimbursement Period Two following the August 31<sup>st</sup> deadline for submitting Reimbursement Applications.
  - i. Human Resources will sort completed eligible Reimbursement Applications by Tracking Number order and reconfirm an employee's eligibility.
  - ii. Human Resources will log each eligible Reimbursement Application in the funded fiscal year's Tuition Assistance Program Tracking spreadsheet "Reimbursements" tab up to the Maximum Per Person Allowable Reimbursement Amount (see Addendum for these Amounts). This process will be repeated for each eligible Reimbursement Application until the Program Budget Balance for Reimbursement Period Two has been depleted.
  - iii. If funding remains available after processing all eligible and approved Period Two Reimbursements, Human Resources will reconsider Period One Reimbursement Applications that were eligible but not reimbursed due to that period's allocated budget limitations.
  - iv. Human Resources will complete a 121 for Tuition Assistance Program Reimbursement and route for approvals and processing by Finance.
  - v. Finance will process all approved Period Two Reimbursements in September.

**FOR FISCAL YEAR REIMBURSEMENT:**

October 1, 2022 – September 30, 2025

Applications will be considered on a rolling basis for enrollment in courses in which classes began on or after August 1<sup>st</sup> of each year.

In order to be eligible for reimbursement all documentation required to process a reimbursement must be received on or by the thirtieth (30<sup>th</sup>) day following the last date of the term/session for the course(s) for which reimbursement is being requested. In no case will reimbursements be processed outside of the fiscal year.

**ELIGIBLE REIMBURSABLE EXPENSES AND AMOUNTS:**

Copies of original receipts are required for reimbursement. Failure to provide proper documentation will result in ineligibility for reimbursement.

Tuition and Fees: (maximum per credit hour reimbursement based on course grade)

Final Course Grade:	A	B	C
Associate Degree Course:	\$114.04	\$ 85.53	\$ 57.02
Bachelor Degree Course:	\$179.90	\$134.93	\$ 89.95
Graduate Degree Course:	\$336.77	\$252.58	\$168.39

Required Course Textbook(s): (maximum reimbursement per course based on course grade)

Final Course Grade:	A	B	C
Per Course:	\$150.00	\$112.50	\$ 75.00

**MAXIMUM PER PERSON ALLOWABLE REIMBURSEMENT PER FUNDED FISCAL YEAR**

No employee will be reimbursed for more than twelve (12) credit hours per funded fiscal year and are subject to the following fiscal year per person maximum credit hour reimbursement amount based on degree:

- Associate Degree: \$1,368.48
- Bachelor Degree: \$2,158.80
- Graduate Degree: \$4,041.24

No employee will receive more than \$600.00 for textbook reimbursement per funded fiscal year.

**SIGNATURE PAGE**

Agreed to this 22nd day of September 2022, by and between the respective Parties through the authorized representatives of the PBA and the City.

Witness

Witness

PALM BEACH COUNTY  
POLICE BENEVOLENT ASSOCIATION

By: [Signature]  
John Kazanjian, President

By: [Signature]  
Katie Mendoza, Legal Counsel

CITY OF BOYNTON BEACH

By: [Signature]  
Ty Penserga, Mayor

ATTEST: [Signature]  
Maylee De Jesus, City Clerk

[Signature]  
James Stables, Interim City Manager

Witness

APPROVED AS TO FORM  
AND CORRECTNESS:

City Attorney

Ratified by City Commission

Date

Ratified by Union

Date





34 **PASSED AND ADOPTED** this 22nd day of September, 2022.

35 CITY OF BOYNTON BEACH, FLORIDA

36		YES	NO
37			
38			
39	Mayor – Ty Penserga	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40		<input checked="" type="checkbox"/>	<input type="checkbox"/>
41	Vice Mayor – Angela Cruz	<input type="checkbox"/>	<input type="checkbox"/>
42		<input checked="" type="checkbox"/>	<input type="checkbox"/>
43	Commissioner – Woodrow L. Hay	<input type="checkbox"/>	<input type="checkbox"/>
44		<input checked="" type="checkbox"/>	<input type="checkbox"/>
45	Commissioner – Thomas Turkin	<input type="checkbox"/>	<input type="checkbox"/>
46		<input checked="" type="checkbox"/>	<input type="checkbox"/>
47	Commissioner – Aimee Kelley	<input type="checkbox"/>	<input type="checkbox"/>
48			
49	VOTE	<u>5-0</u>	

51  
52  
53 ATTEST:


54   
55  
56 Maylee De Jesús, MPA, MMC  
57 City Clerk

58  
59  
60 (Corporate Seal)



  
Ty Penserga  
Mayor

APPROVED AS TO FORM:

  
Michael D. Cirullo, Jr.  
City Attorney