

AGREEMENT BETWEEN THE TOWN OF JUPITER AND  
PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

REPRESENTING

THE RANK OF POLICE OFFICERS AND SERGEANTS

OCTOBER 1, 2022  
TO SEPTEMBER 30, 2025

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**ARTICLE 1**  
**PREAMBLE**

Section 1.1: This agreement is entered into by the Town of Jupiter, Florida, hereafter referred to as the "Town," and the Palm Beach County Police Benevolent Association, hereinafter referred to as <sup>11</sup>PBA<sup>11</sup> or "Union". The purpose of this Agreement is to set forth the parties agreement regarding:

1. Wages, benefits and conditions of employment for bargaining unit members, and
2. the rights and privileges of the Town and the PBA.

Section 1.2: All reference to Town Manager means the Town Manager or his designee. All reference to Police Chief means, the Police Chief or his designee.

Section 1.3: Definitions

**Base Hourly Rate:** The member's hourly rate of pay when his/her annual salary as stated in the current collective bargaining agreement is divided by 2093 hours.

**Regular Rate:** The member's hourly rate when taking into account their base hourly rate pay and additional pay (i.e. Assignment pays, longevity payouts, and/or shift differentials), as stated in the current collective bargaining agreement divided by 2093 hours.

**Pensionable Overtime:** For the purposes of the definition of "Compensation" or "Salary" under Section 15-328 of the Town Code, pensionable overtime includes overtime pay as well as call back pay, court time and premium holiday pay.

**Holiday Pay:** Pay the members will receive for approved Holidays (Article 15) calculated using the number of hours in their normal regular shift at their base hourly rate that members receive whether they work or do not work each Holiday.

**ARTICLE 2**  
**RECOGNITION**

Section 2.1: The Town hereby recognizes PBA as the exclusive bargaining agent for the employees within the bargaining unit. PBA hereby recognizes that the Town of Jupiter is a Charter form of government operating under the Council-Manager form of government and that the Town Manager is the Chief Administrative Officer of the government and, as such, represents the final administrative authority relative to the Police Department. Accordingly, PBA further recognizes that any references in this Agreement to the Police Chief and/or the Chief of Police are subject to the final authority of the Town Manager.

Section 2.2: The PBA Bargaining Unit shall consist of the classifications known as Police Sergeant and Police Officer; who are full time permanent employees of the Town. All other classifications are excluded from the PBA Bargaining Unit, as well as temporary employees, part-time employees and non-sworn support personnel.

Section 2.3: For the purpose of this Agreement, the term Bargaining Unit Employee, Member and Employee shall be synonymous.

Section 2.4: Bargaining impasses shall be resolved according to Florida Statutes, Chapter 447.

**ARTICLE 3**  
**NON-DISCRIMINATION**

Section 3.1: The Town shall not discriminate against any employee covered by the Agreement because of membership or non-membership in PBA or authorized activity as required in the Agreement on behalf of the members of PBA.

**ARTICLE 4**  
**PROHIBITION OF STRIKES**

Section 4.1: Employees covered by this Agreement, PBA, or its Officers, Agents, and Representatives agree that Section 447.018 of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public employees or PBA from participation in a strike against the Town of Jupiter, the Employer, by instigating or supporting in any manner, a strike.

**ARTICLE 5**  
**DUES DEDUCTION**

Section 5.1: Upon receipt of a voluntary, written dues deduction authorization form from a bargaining unit employee, the Town shall agree to deduct from the pay for such employees, those dues required to retain PBA membership.

Section 5.2: A bargaining unit employee may, at any time, revoke his/her dues deduction and shall thereafter immediately submit such revocation form to the Town Finance Director, or his/her designee, with a copy also to PBA.

Section 5.3: PBA shall agree to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members and copies shall be furnished to Human Resources.

Section 5.4: PBA shall agree to indemnify and hold the Town harmless against any and all claims, suits, orders and judgments brought and issued against the Town as a result of any action taken or not taken by the Town on account of payroll deduction of PBA dues if not in conflict or violation of this Agreement.

Section 5.5: The Town shall deduct the current regular union dues on a bi-weekly basis. The Town shall remit the same to the Treasurer of the PBA within ten (10) days after collection. The Town agrees to make no charge for such dues collection.

**ARTICLE 6**  
**UNION BUSINESS**

Section 6.1: The PBA shall keep and communicate to the Town a current list of the names of the representatives and alternate representatives and communicate those names to the Town when changes occur. These shall be, whenever feasible, one representative from each represented rank/position, with a total of on (1) PBA representative for every forty (40) members in the bargaining unit and the same for alternates minus one (1).

Section 6.2: Union representatives will be permitted to engage in representation activities on behalf of the Union or any member while on-duty and if the Town determines in its sole and exclusive discretion that minimum staffing requirements are met. Representation actives for purposes of this section include:

- A. Engaging in collective bargaining with the representatives of the TOWN.
- B. Processing of grievances.
- C. Accompany a fellow employee when:
  - 1. The employee is required to appear at a hearing related to a grievance.
  - 2. The employee is presenting or responding to a grievance.
  - 3. The employee is subject to interrogation in conjunction with an internal affairs investigation or administrative inquiry.
  - 4. The employee is attending a pre-determination hearing.

Section 6.3: For the purpose of engaging in representation activities, Union representatives shall be allowed reasonable access to the employee's work location. No transaction of PBA business, however, shall interfere with regular shift duties of employees.

Section 6.3: this article. No employee shall engage in Union business while on duty except as referenced in



**ARTICLE 7**  
**UNION TIME POOL**

Section 7.1: Each bargaining unit member may contribute two (2) hours of vacation leave annually to the Union Time pool by submitting a Union Time Pool authorization form. The two (2) hours of vacation time shall be deducted from each consenting bargaining unit member's leave balance in the 2nd pay period of October each year and placed in the Employee Organization Time Pool. Contributions shall be irreversible.

Section 7.2: PBA representatives may be paid for representation activities performed while off duty by using Union Time pool hours. To utilize Union Time pool, Union representatives must be off duty and not in any paid status with the Town. The Town shall not be liable to anyone for the granting of the hours when requested by a duly elected representative.

Section 7.3: If requested in writing, any representative or alternate representative who is also a member of any Executive Board of PBA or FLPBA attending State or National functions of PBA may attend such functions, if requested in writing, using regular leave time or Organization Time Pool hours. The attendance of such functions shall be without expense to the Town. The Police Chief can deny a request for leave to attend a PBA function when the employee's leave will cause the Town to incur overtime expense.

Section 7.4: Leave using Union Time Pool does not constitute "hours worked" for overtime purposes.

**ARTICLE 8**  
**BULLETIN BOARD**

Section 8.1: PBA is allowed one bulletin board location in the Police Department for the exclusive use of PBA. The bulletin board shall be a size reasonable for the area. The location will be in an area most frequented by the general employees. No articles, announcements, or solicitations shall be placed on, or removed from PBA Bulletin Board without the permission of a PBA Executive Board Member. The Town shall have no control over the postings on the PBA board. The Association shall indemnify, defend, and hold the Town harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the postings on the Association Board.

Section 8.2: A notice or item placed on the bulletin board shall bear, on its face, the legible designation of the person responsible for placing of this notice or item on the bulletin board.

**ARTICLE 9**  
**BILL OF RIGHTS**

Section 9.1: Nothing in this agreement shall abrogate or limit the right of a collective bargaining member who is under investigation or who is the subject of a complaint, as set forth in Part VI of Chapter 112, Florida Statutes.

**ARTICLE 10**  
**PERSONNEL RECORDS**

Section 10.1: Personnel records shall be maintained and made available in accordance with Florida Public Record laws as set forth in Chapter 119, Florida Statutes.

Section 10.2: The Town will advise a member when the Town has received a written request for the member's personnel records, except when confidentiality is request by State or Federal investigatory or regulatory agency.

## **ARTICLE 11**

### **SENIORITY**

Section 11.1: The Town agrees that seniority shall consist of continuous accumulated paid service with the Town of Jupiter Police Department. Seniority shall be computed from the date of appointment, and shall accumulate during absences because of illness, injury, vacation, military leave or any other authorized paid leave of absences.

Section 11.2: The Town agrees that seniority shall govern in the following matters:

1. In the event of a vacancy on a shift, whenever feasible, senior qualified officers shall have preference.
2. In the event of vacancy in any bureau, (not promotional vacancy), seniority shall be considered after consideration of qualifications and disciplinary history.
3. In the event of a lay-off for any Town Council approved reason, employees shall be laid off in the inverse order of their seniority.
4. In the event of re-hiring, laid off employees will be notified of hiring and shall respond within fifteen (15) days as to considered acceptance.
5. An annual shift bid shall be held during the first two weeks of November allowing officers assigned to the Patrol Bureau to select their shift preference in order of seniority. Members assigned to Specialized units shall also be offered this opportunity to transfer back to the Road Patrol Bureau, if they so choose, during this process. Changes shall become effective the first day of the 28-day cycle that commences on or after January 1<sup>st</sup> of each year. Schedules within Specialized Units will continue to be handled by the individual supervisors assigned to coordinate those units.
6. An annual shift bid shall be held during the first two weeks of November, allowing sergeants assigned to the Patrol Bureau to select their shift preference in order of seniority. Sergeants assigned to Specialized units shall also be offered this opportunity to transfer back to the Road Patrol Bureau, if they so choose, during this process. Changes shall become effective the first day of the 28-day cycle that commences on or after January 1<sup>st</sup> of each year.
7. Seniority within Specialized Units - In the event a member is assigned to a Specialized Unit (Criminal Investigation Division, Special Operations Division, Traffic Unit, Marine, K-9, etc.), that member shall assume the position of junior officer within that unit regardless of their overall seniority. Seniority in a Specialized Unit shall be based on the member's date of assignment to the unit as opposed to their date of hire. In cases where two or more positions are filled at the same time, overall seniority shall be used to separate the tie.
8. If a member is transferred from a Specialized Unit as a result of a termination of the unit or the completion of one year within that unit, the member shall be allowed to select a shift, bumping a less senior officer if the need arises due to the lack of an open position.
9. If a sergeant is transferred from a specialized unit as a result of a termination of the unit or the completion of one year within that unit, the sergeant will be allowed to select a shift in accordance with their seniority, "bumping" a less senior sergeant if the need arises due to the lack of an open position.

10. The Police Chief may over-ride a shift selection when two or more members are involved in legal, administrative or regulatory proceedings against each other. In this limited circumstance, the Chief's decision to over-ride shift selection is not subject to the grievance process.
11. When an overtime opportunity is present due to lack of coverage for personnel issues, holidays, or special events in accordance with the Standard Operating Procedures established by the Chief of Police, the On Duty Sergeant will access the online detail system and create a job, which will immediately become available to all members through the online system on a first come, first serve basis.

**ARTICLE 12**  
**EMPLOYMENT AND PROMOTIONAL POLICIES**

Section 12.1: The Town shall announce promotional examinations at least ninety (90) days in advance of testing. The Town shall also list the areas which the examination shall cover, provide the sources from which the examination is drawn, announce the weighted formula to be used and give access to at least one (1) master copy of the reference material. Once announced and posted, the weighted formula shall remain unchanged until completion of the particular examination process.

Section 12.2: There will be no make-up promotional examinations. However, upon request and if the employee can make testing arrangements suitable to Town with a state-approved police academy or an accredited university, or a military approved facility before a commanding officer, the Town will make special testing arrangements to administer tests at the same date and time and under similar conditions to candidates who cannot appear at the regular test site due to: 1) Military Services; 2) Town business; 3) approved bereavement leave requiring travel outside Palm Beach County, or 4) a catastrophic health emergency involving the employee's family, which is limited to spouse, children, parents, and grandparents if they reside with the employee.

Section 12.3: No member shall be promoted while on leave of absence.

Section 12.4: The following are established as the minimum requirements to be met for an officer to be eligible for the Sergeant's promotional examination process.

1. Must have accumulated at least five (5) years of continuous law enforcement experience, three (3) years of which must be with the Jupiter Police Department at time of promotion.
2. Although a member shall be listed on the eligibility list, members shall only be eligible to be promoted once they have accumulated at least five (5) years of continuous law enforcement experience, three (3) of which must be with the Jupiter Police Department.

Section 12.5: At the completion of the examination process and establishment of an eligibility list, the Police Chief shall promote from the top three finalists, commonly referred to as the "Rule of Three." This eligibility list shall remain in effect for a period of two (2) years.

**ARTICLE 13**  
**EXTRA DUTY ASSIGNMENT**

Section 13.1: Extra-duty assignments are voluntary assignments performed by bargaining members for entities other than the Town. The Town shall administer such details and compensation for such duties shall be governed in this article. Extra-duty assignments shall be granted/approved in accordance with the policies and procedures issued by the Police Chief.

Section 13.2 Any member who may be injured while serving in an extra-duty capacity as a law enforcement officers with the approval of the Town or on assignment by the Town, shall be entitled to the same rights, benefits and privileges as if they were injured while performing their duties for the Town. Reimbursement in each year of this agreement shall be capped at the amount appropriated by the Town Council in its annual budget.

Section 13.3: Issues concerning administrative handling of Extra-duty assignments may be the subject of discussions in the Employee Advisory Group described in Article 35, Section 1 of this Agreement.

Section 13.4: Extra-duty assignments shall be paid at the following rate of pay for all third party vendors:

Rank	Effective October 1, 2022	Effective October 1, 2023	Effective October 1, 2024
Officer	\$50.00 / Hour	\$55.00 / Hour	\$60.00 / Hour
Sergeant	\$55.00 / Hour	\$62.00 / Hour	\$69.00 / Hour

Section 13.5: Extra-duty assignments shall be paid at the following rate of pay for all holidays in the Town of Jupiter Extra Duty Police Assignment

Rank	Effective October 1, 2022	Effective October 1, 2023	Effective October 1, 2024
Officer	\$65.00 / Hour	\$70.00 / Hour	\$75.00 / Hour
Sergeant	\$70.00 / Hour	\$75.00 / Hour	\$80.00 / Hour

Section 13.6: An employee on FMLA leave or on a light duty status may not work an Extra-duty assignment.

Section 13.7: Any special event in which a permit is pulled alcohol will be served or is permitted and officers are needed for security will be paid at a rate of \$75.00/hour for officers and \$80.00/hour for sergeants for the term of the agreement with the exception of Town events.

Section 13.8: The Chief of Police, or the Town Manager may accept an offer for a higher extra-duty rate than state above for special duty assignments.



## **ARTICLE 14**

### **EDUCATION**

Section 14.1: This article provides an education policy and guidelines that are both predictable and equitable for educational assistance to all employees toward the development of their professional knowledge and skills in areas of study that will benefit the Town.

Section 14.2: Qualifying educational coursework shall be defined as coursework, or established program curriculum coursework, in pursuit of a degree or advanced degree in an area of study that will be of value to the Town.; provided by community colleges, state universities, private colleges or universities, or other educational facilities accredited by the State of Florida, Department of Education, or accredited by other states.

The reimbursable tuition rate shall be defined as an amount per credit hour equal to the current public institution rates for either Palm Beach State College for Associates Level courses or Florida Atlantic University for Bachelors and Masters Level courses.

Section 14.2: When feasible, the Town shall arrange the working schedules of members attending advance schools and college courses so that there shall be a minimum of interruption of their studies. Under no circumstances shall the pursuit of a college education be allowed to interfere with an employee's duties or the efficient operation of the Police Department.

#### Section 14.3:

##### A. Budgetary Process

1. Each fiscal year, during the budget process, employees will submit the number of classes and level of class which they intend to take the following year to the Chief of Police.
2. All final projections for the following fiscal year will be forwarded to Human Resources no later than June 1st to be added to the Town's master tuition reimbursement projection list.
3. This list of projections will determine the amount of funds to be budgeted for the program and will be used to make any adjustments to the funding formula. (e.g. If there is only enough budgeted to fund 90% of the projections, then 90% of the approved tuition costs will be reimbursed).
4. Employees who have submitted requests for the following fiscal year will be contacted if any adjustments to the funding formula are necessary.

##### B. Application

1. The Application for Educational Assistance Program Reimbursement Form must be pre-approved, in writing, by the recommendation of the Chief of Police and approval by the Human Resources Department prior to the course beginning date.

2. The Application must meet the definition for Qualifying Educational Coursework.
3. Requests shall be limited to five (5) courses per fiscal year per employee, and subject to availability of funds budgeted for that fiscal year on a first-come, first- served basis.
4. If the employee does not complete the requested number of courses that were submitted in the previous fiscal year, the number of allowable courses for the following fiscal year will be reduced by the number of courses that were not completed.

C. Reimbursement Process

1. An employee requesting reimbursement shall complete and forward the original Application for Educational Assistance Program Reimbursement Form with a recommendation to approve by the Chief of Police to the Human Resources Department prior to classes beginning.
2. After completion of classes, the employee shall send a copy of the employee's final course grade(s) to the Human Resources Department
3. Educational reimbursement requests shall be processed and forwarded to the employee within thirty (30) days following the receipt of grades and receipts by the Human Resources Department.
4. Reimbursement under the Educational Assistance Program is non-taxable, up to the maximum allowed, pursuant to the Internal Revenue Code, Section 127.
5. Educational reimbursement shall be made only to employees who are on paid status in the payroll system when payment is due.
6. No reimbursement shall be made to employees where the tuition is covered under benefits from Veterans Administration or any other program. By completing the required forms and participating in this program, the employee is affirming that he/she is not receiving any other benefit from an outside source (i.e. grants, scholarships, etc.). Failure to disclose receipt of another benefit may result in disciplinary action.

D. Reimbursement Amount:

Grade Received	Amount Reimbursed
A	100%
B	100%
c	75%
D	0%

Should the educational institution offer a pass/fail grading system which may be elected at the student's option, the Town will pay 75% for a pass and 0% for a fail. Should the educational institution's grading method be only a pass/fail system, the Town will pay 100% for a pass and 0% for a fail.

E. Separation of Employment

1. Employees voluntarily leaving employment from the Town shall repay the Town for the amount of the reimbursements received based upon the following guidelines:

Level	Leaving 0- 1 Yrs	Leaving 1-2 Yrs	Leaving 2-3 Yrs	Leaving 3-4 Yrs
Associates	100%	75%	—	—
Bachelors	100%	75%	50%	—
Masters	100%	75%	50%	25%

2. The time period to calculate payback in the event of a voluntary separation of employment begins on the date that the reimbursement is received from the Town.
3. Repayment shall be made by the employee through payroll deduction from the final payroll or payout to the employee. If a balance remains due to the Town, the employee shall make repayment arrangements through the Finance Department.

Section 14.4: Members shall be entitled to attend two (2) regionally XII funded educational classes of their choice per calendar year. In the case of an educational class which is scheduled to be held during the officer's regularly scheduled work day or duty shift, the officer may request paid-time-off from work to attend the class. Officers may be allotted up to forty (40) hours on- duty per calendar year as long as minimum staffing requirements are met. Minimum staffing levels will be established by the Chief of Police, and any changes will be decided on a case-by- case basis by the Chief of Police. Requests for paid-time-off from work may only be approved on the condition that the officer's temporary absences from duty will not adversely affect or unduly jeopardize the respective operations and services of the Police Department. Approval of said educational classes shall be granted on a rotation basis. Seniority shall not be the basis for approval.

**ARTICLE 15**  
**HOLIDAYS**

Section 15.1: The following shall be the official holidays for the employees covered by this Agreement:

New Year's Day	Veterans' Day (Nov 11th)
Martin Luther King, Jr.	Thanksgiving
Day President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence	Christmas Day
Day	Labor Day
Juneteenth	

Section 15.2: Each member is also entitled to one Personal Holiday per fiscal year. Bargaining unit members shall not have the right to roll the personal holiday into another fiscal year, nor be able to request monetary value for the day if it is not taken within the fiscal year. The Police Chief may only refuse to grant a Personal Day request when the absence of the Officer or Sergeant will adversely impact operations. As denial represents an exercise of managerial discretion, the denial cannot be grieved.

Section 15.3: For each of the twelve (12) holidays listed above, each bargaining unit member shall be entitled to pay or compensatory time off equal to the number of hours for their regular shift, referred to as "Holiday Pay" as defined in Article 1, in addition to the hours worked for that shift. A member working on the holiday will receive a rate of one and a half (1.5) their base hourly rate, not their regular rate of pay. If an employee chooses to receive compensatory time off in lieu of holiday pay, the employee shall submit his/her request for compensatory time to their supervisor prior to the Holiday.

Section 15.5: If a member works on a Holiday (defined in 15.1 above), hours worked on the Holiday are counted toward the overtime threshold. Hours used to calculate Holiday Pay (as defined in Article I) will not be counted toward the overtime threshold.

**ARTICLE 16**  
**VACATIONS**

Section 16.1: Each member shall be eligible for paid vacation as set forth in the following schedule. Members shall start to accrue vacation allowance from the day of employment, but shall not be allowed to exercise this benefit until completing six (6) months of service. Vacation accrues on a prorated basis during the course of the year. Example: at the completion of one month of employment in the first year of employment, the employee has accrued one day of vacation.

Section 16.2: A vacation day is equal to the number of hours in the bargaining unit member's normal work shift. The bargaining unit membership shall accrue the following vacation schedule based upon their years of service from the date of appointment:

Years of Service	Vacation Hours
1-4 years	96
5-9 years	120
10 years	128
11 years	136
12 years	144
13 years	152
14+ years	160

The total number of vacation hours a member may accrue is as follows:

<u>Years of Service</u>	
1-4 years	192
5-9 years	240
10 years	256
11 years	272
12 years	288
13 years	304
14+ years	320

Accruals over the cap are lost and non-compensable, except when a vacation request is made and denied within the last thirty (30) calendar days.

Section 16.3: In computing vacation time, holidays or regular days off that precede the commencement of, fall within, or follow the termination of a member's vacation, shall be excluded from such computation. Accumulated compensatory time may be added to provide a maximum of three (3) weeks toward a member's vacation.

Section 16.4: The Police Chief may only refuse to grant vacation or cancel vacation leave requests which, if granted, would jeopardize the safety of any persons or any property.

Section 16.5: The inclusion of accumulated vacation leave in the average salary for pension purposes shall not exceed the amount accumulated to the credit of any participant as of 10/1/2012. A "snapshot" of accumulated vacation leave will be taken for bargaining unit members employed on 10/1/2012.

Section 16.6: Members are permitted to convert and "sell back" up to a maximum of forty (40) hours of accrued vacation annually. The member shall be eligible to convert leave if they have used a minimum of eighty (80) hours of vacation leave in the annual period of July 1 through June 30 for the previous year.

Example: For a vacation sell back payout in 2019, the lookback period will be July 1, 2017 through June 30, 2018. This is done so that it provides ample time for budgeting and administrative processing.

**ARTICLE 17**  
**WEAPONS TRAINING**

Section 17.1: The following provisions will apply:

1. The Town shall provide on-duty training to each officer at the designated police firearms range under qualified instructors at a minimum period of eight hours annually.
2. The Town shall require that each officer shall qualify at the police firearms range at least once every twelve (12) months under qualified instructors and that the score that the officer makes shall be entered into their personnel file. If the officer fails to qualify, they must pass the qualification requirements within three (3) months' time or shall be subject to suspension upon the determination therefore by the Chief of Police.
3. The Town shall make every effort to acquire the use of a firearms range for the purposes hereof, but in the event it cannot have such range made available for its use, this provision shall be considered waived during the interim.
4. Each officer shall be provided up to one hundred (100) rounds of ammunition for duty related weapons practice every two (2) months. Requests shall be made on the form provided by the Department.

**ARTICLE 18**  
**LEGAL BENEFITS**

Section 18.1: The legal benefits for members against whom civil damage suits are brought for matters arising or criminal, while acting within the scope of their authority and within the course of their employment shall be as provided by the policies of insurance relating thereto and the provisions of Section 111.065, Florida Statutes.



**ARTICLE 19**  
**PROBATIONARY PERIOD AND TERMINATION**

Section 19.1: The probationary period for new hires shall be one year beginning when the officer has fully and successfully completed the Field Training Program and not when they begin the police academy or sworn into service. The probationary period for employees promoted to the rank of Sergeant shall be six months from the date of the employee's promotion.

For sworn employees, an end-of-probation evaluation will take place two weeks prior to one year from the date the officer has fully and successfully completed the Field Training Program. Employees may not be promoted while on probation nor can they file a grievance over disciplinary actions taken by the Town. Grievances addressing other alleged violations of this Agreement may only be filed and processed in accordance with Article 31.

Section 19.2: Employees desiring to resign shall submit their resignation notice at least two (2) weeks in advance of the effective date. Unless fired for cause, any employee who submits their resignation may be permitted to continue their employment for the two (2) week notice period. By mutual written agreement between the employee and the Town, there may be an earlier termination date. A resignation, once tendered in writing and presented to the Chief of Police, is deemed accepted and is not revocable by the employee.

**ARTICLE 20**  
**MEDICAL BENEFITS**

Section 20.1: Members may be required to take a psychological examination to determine fitness for duty when the Town has a reasonable suspicion that the employee is unfit to perform his/her duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion testing shall not be required except upon the final approval of the Police Chief, in consultation with the Town Manager, after the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:

- A. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

Section 20.2: Any member of the public service who sustains an injury, or incurs an illness which arises out of and in the course of their employment by the Town of Jupiter, and which is compensable under the Worker's Compensation Law of the State of Florida, and who in consequence thereof is temporarily disabled and rendered unable to perform their normal duties of Town employment, shall, upon meeting the requirements of this section, receive duty disability leave in accordance with the conditions hereinafter set forth in this Article. All accidents shall be reported within 24 hours of the accident or as soon as practicable.

1. Medical Report and Certification Required. All requests for duty disability leave must be accompanied by a medical report from the physician agreeable to the Town or the member's authorized medical representative which shall be on the form of the initial medical report in use by the Florida Industrial Commission, and which shall state affirmatively that the employee is temporarily unable to perform the normal duties of Town employment and that they are therefore eligible for duty disability leave.
2. Approval by Department Head. The Chief of Police may approve or deny a request for duty disability leave after an investigation to determine the validity of the request. The Chief of Police shall certify that (a) the injury or illness arose out of and in the course of employment by the Town, (b) was not fully self-inflicted or the result of the employee's gross negligence or horseplay, (c) that the employee's activity at the time and place of the injury or activity from which the illness arose was both authorized and proper and not in violation of any rules or regulations concerning safety work methods, procedures or equipment for the job as required by the department or the Town generally. The Chief's action shall be subject to review by the Town Manager who may approve or reverse the Chief's decision.
3. Duties of Certified Employee. Any employee receiving duty disability leave shall report to a physician agreeable to the Town, or the member's authorized

representative, periodically at the times the Town shall reasonably require. Failure of an employee to appear for a scheduled physical examination shall be grounds for immediate cancellation of said leave; unless the failure to appear is excused by the Town Manager.

4. Credit for Benefits Paid. The net duty disability leave benefits paid to an employee under sub-section (4), who is on duty disability leave shall be deducted from any award of Worker's Compensation to the employee, whether for temporary or permanent disability, and shall apply as advance payments of compensation, provided by Section 440.20 (11), Florida Statutes.
5. Commencement of Benefits. Employees who have completed their probationary period shall receive duty disability commencing the first day of lost time. Other employees shall receive duty disability benefits after the first fourteen calendar days of lost time.
6. Duration of Benefit. An employee who is granted duty disability leave shall receive their regular salary based on the pay rate applicable at the time of injury or illness, exclusive of overtime, plus longevity pay if applicable, less all workers' compensation payments. Duty disability leave shall be allowed for the duration of actual disability, up to a maximum of 90 calendar days. Separate injuries shall create separate periods of coverage. If an employee is unable to return to work at the end of the said 90 days, their case shall be reviewed by a committee composed of a physician agreeable to the Town, the Chief of Police and a person designated by the Town Manager. The review committee shall make recommendations and thereafter order the benefits to continue for the duration of the actual disability, up to an additional 270 calendar days, or that the benefits shall not be extended.
7. Termination of Duty Disability Leave. Duty disability leave benefits shall be terminated by any of the following events:
  - (a) Recovery certified by a physician agreeable to the Town.
  - (b) Permanent disability certified by a physician agreeable to the Town. Thereafter, the Chief of Police shall immediately submit a request for duty disability retirement to the pension board. The employee shall thereupon receive accumulated sick leave payments which shall cease upon said retirement being granted. In no case shall an employee receive more than one kind of salary continuation benefits for the same period of time whether duty disability leave, sick leave or duty retirement benefits (pension).
  - (c) Termination of employment whether by resignation, discharge or death of said employee.

- (d) Employment of any form, including self-employment.
  - (e) Employee's refusing employment with the Town suitable to their law enforcement capacity which is offered to or procured for them. The Town Manager may approve such refusal of work and thereby approve the continuation of duty disability leave.
  - (f) The expiration of the 90-day period is in accordance with Section 7 above.
8. Annual Leave. Shall accrue during all periods for which an employee is granted duty disability leaves.
9. Use of Paid Leave. The general principle underlying the granting of duty disability leave benefits to an employee with a service connected disability is that the total payments from the Town, together with Worker's Compensation benefits, shall not exceed the employee's regular gross pay, exclusive of overtime. All efforts shall be made by the Town to coordinate payments from its Workers Compensation carrier; however, it shall be the responsibility of the employee to return any overpayment by either the Town or its Worker's Compensation carrier, which are over and above the employee's regular gross pay, exclusive of overtime. Such leave is provided so that economic security shall be available to an employee. Duty disability leave shall not be considered as a right which an employee may use at their discretion, but rather as a privilege which shall be allowed only in case of duty connected disability and subject to the applicable provisions contained therein.
10. Computation. Duty disability leave time shall be computed as use in the same manner prescribed for annual leave.

**ARTICLE 21**  
**INSURANCE**

Section 21.1: Bargaining unit members may participate in the payment of medical, dental and long-term disability insurance on the same basis as for other presently employed Town employees. The Town hereby recognizes, and incorporates by reference Town Policy HRM 6.01.

Section 21.2: In addition to the current \$100.00 per month supplemental retirement benefit provided in Sec 15-271.1 of the Jupiter Code of Ordinances which is available for healthcare premiums, the Town amended the pension ordinance for Police Retirees to include an additional subsidy. The amount of the subsidy is based on service credit at retirement. \$5.00 for each year of service, with a minimum monthly subsidy of \$30.00 and a maximum of \$150.00. Retirees in DROP are not eligible to receive health insurance subsidy payments until their DROP Participation ends.

Section 21.3: The Town shall continue to contribute and participate in the existing life insurance program in order to provide adequate assistance and coverage of funeral expense and death benefits for a member who dies in the line of duty.

**ARTICLE 22**  
**Bereavement Leave**

Section 22.1: If an employee has a death in the immediate family, the employee shall be entitled to three consecutive (3) paid working days to attend the funeral of the deceased. Immediate family for the purpose of this section shall include spouse or registered domestic partner per HRM 6.01.01, children, grandchildren, parents, grandparents, spouse's grandparents, brother and sister, brother-in-law, sister-in-law, parents-in-law, grandparents-in-law, and step-parents, and step-children. "Step" relationships must be current to be applicable.

Section 22.2: In the event that one-way travel of four hundred (400) miles or more is required, an additional two (2) consecutive paid working days shall be granted to the employee.

**ARTICLE 23**  
**MILEAGE**

Section 23.1: When Town vehicles are not available, the Town agrees that any member who is authorized to use their own vehicle in the performance of active police duty shall be compensated at the rate allowed annually by the Internal Revenue Service for automobile reimbursement.

**ARTICLE 24**  
**LONGEVITY PAY**

Section 24.1: The Town shall endeavor to continue participation in the State Incentive Pay Program under revenue sharing as long as it is offered during the term of this Agreement.

Section 24.2: The Town shall only grant longevity pay where an employee meets the criteria specified below.

Level 1 - Upon completion of five (5) consecutive years of employment as a full-time employee, the employee shall be paid Two Hundred Fifty Dollars (\$250.00) as longevity pay upon the employee's anniversary date of original employment and annually thereafter until completion of nine (9) consecutive years of full-time employment.

Level 2 - Upon completion of nine (9) consecutive years of employment as a full-time employee, the employee shall be paid Three Hundred Seventy Five Dollars (\$375.00) as longevity pay upon the employee's anniversary date of original employment and annually thereafter on the said anniversary date until retirement or separation from the Town of Jupiter.

Level 3 - Upon completion of fifteen (15) consecutive years of employment as a full-time employee, the employee shall be paid Five Hundred Dollars (\$500.00) as longevity pay upon the employee's anniversary date of original employment and annually thereafter on the said anniversary date until retirement or separation from the Town of Jupiter.

An employee's anniversary date for longevity pay purposes shall remain fixed and shall not be affected by a change in position anniversary date.



**ARTICLE 25**  
**SICK LEAVE**

Section 25.1: Sick leave shall accrue and be granted in the same manner and fashion as other Town employees.

Section 25.2: Upon resignation, retirement, or permanent disability, members who have a minimum of two (2) years of continuous full-time employment shall be paid for the total accrued unused sick time balance up to a maximum of 480 hours, on a percentage basis as follows:

2-5 years = 30% conversion  
6-10 years = 40%  
conversion 10+ years =  
50% conversion

Section 25.3: Employees hired prior to April 1, 2011, who have a minimum of two (2) years of continuous full-time employment shall be paid upon resignation, retirement, or permanent disability for the total accrued unused sick time balance, up to a maximum of the total sick time balance the employee has on April 1, 2011, on a percentage basis as specified in Section 25.2.

Examples:

Employee A has 1000 hours of sick leave accrued on April 1, 2011. He continues to accrue sick leave and does not use any sick leave, and when he decides to retire with 20 years of service, he has 1200 hours total accrued sick leave. When he retires, he is paid out 50% of 1000 hours of sick leave.

Employee B has 400 hours of sick leave accrued on April 1, 2011. She continues to accrue sick leave and does not use any sick leave, and when she decides to retire with 20 years of service, she has 600 hours total accrued sick leave. When she retires, she is paid out 50% of 480 hours of sick leave.

Employee C has 1000 hours of sick leave accrued on April 1, 2011. He continues to accrue sick leave, but also uses sick leave in the meantime. When he decides to retire with 20 years of service, he has 800 hours total accrued sick leave. When he retires, he is paid out 50% of 800 hours of sick leave.

Employee D is hired by the Town on May 1, 2011. She accrues and uses sick leave, and when she decides to retire with 20 years of service, she has 1000 hours total accrued sick leave. When she retires, she is paid out 50% of 480 hours of sick leave.

Section 25.4: Sick Leave Conversion Option - Each year on the employee's anniversary date of employment, a review shall be made of that employee's sick time usage for the immediately preceding twelve months. Any unused sick time accumulated since the employee's last anniversary date in excess of forty-eight (48) hours, at the employee's option, may be converted into vacation

leave, subject to scheduling. This conversion is not mandatory; an employee may choose to leave this time as accrued sick time. If the employee chooses to leave this time as sick time, they cannot convert this unused sick time at a later date. The decision to convert to vacation leave or to leave as sick time is irrevocable for each period. Employees who retire but not resign between anniversary dates can convert the unused sick time since their last anniversary date on a pro-rata basis. For each day you use, you lose the option of converting a day.

Any member, who enters **DROP**, may elect to carry over the non-cashed portion of their Sick Leave Bank. Upon termination of employment, those number of hours carried forward will be deducted from the remaining bank.

**ARTICLE 26**  
**UNIFORMS AND EQUIPMENT**

Section 26.1: The Town shall furnish uniforms to all members who are required to wear such uniforms in the performance of their duties as is now provided by the Town. Recommendations concerning comfort and safety standards may be brought to the Police or Chief's attention through the Employee Advisory Group or any labor-management committee created pursuant to Article 35, Section 1.

Section 26.2: Any uniforms or related equipment initially supplied by the Town, which is damaged or destroyed while the member is acting in the performance of their duties, shall be replaced by the Town within a reasonable period of time at no cost to the member.

Section 26.3: Effective December 2022, all bargaining unit members shall receive an annual clothing/cleaning and boot allowance of \$1,400.00 during this contract. This amount shall be paid out on the first paycheck in December.

Section 26.4: The Town shall furnish the necessary leather equipment and all other accessories necessary to perform the duties and responsibilities of a sworn law enforcement officer.

Section 26.5: The Town shall provide a handgun as a duty weapon for any sworn officer requiring a weapon. The make and model of Department issued handguns shall be determined by the Chief of Police. Officers must qualify with any weapon they intend to use on duty or off duty and a card registering the weapons with which they have qualified shall be kept on file at the Police Department. In the event the weapons need repair, the Town shall provide the employee with a suitable replacement weapon while the issued weapon is being repaired.

Section 26.6: It shall be the responsibility of each member to check any vehicle which has been assigned to them to assure it is in safe operating condition prior to use or operation. All employees are to immediately report any suspected unsafe condition to their immediate supervisor. If the supervisor believes that the vehicle is in such an unsafe condition to be a hazard to the operator or the public, the Chief of Police shall be the final authority as to inspection and repairs needed to release a vehicle into service.

Section 26.7: The ammunition distributed to the members shall be of the same caliber the member carries while on duty as authorized by the Chief of Police.

Section 26.9: The employee shall make reasonable efforts to have the exterior of their assigned police vehicle washed and its interior cleaned once each week.

Section 26.10: The motorcycle units shall be replaced when deemed necessary by the Town.

Section 26.11: Recommendations on additional equipment and safety issues may be taken to the Chief of Police by the Employee Advisory Group described in Article 35, Section 1 of the Agreement.

Section 26.13: The Town has the exclusive right to determine the uniform and the uniform for special events.

**ARTICLE 27**  
**ASSIGNMENT PAY**

Section 27.1: Those officers selected and assigned to a 2-wheel motorcycle patrol duty shall receive three percent (3%) of their regular (base) pay. Members designated official Traffic Homicide Investigators for the Town, shall receive two percent (2%) of their base hourly rate of pay.

Section 27.2: Those officers selected and assigned as Corporals (formerly referred to as Master Police Officers) shall receive assignment pay equal to eight percent (8%) of their base hourly rate of pay.

Section 27.3: Those officers selected and assigned as Police Officer First Class (POFC) shall receive assignment pay equal to five percent (5%) of their base hourly rate of pay.

Section 27.4: Bargaining unit members assigned to the K-9 unit shall receive one (1) hour of pay at one and a half (1.5) time their base hourly rate, not their regular rate of pay, or compensatory time off for each regular day off or preplanned authorized day off for the care and maintenance of each dog. This additional compensation is not for hours worked.

Section 27.5: Those officers selected and assigned as Detectives shall receive an additional five percent (5%) of their base hourly rate of pay.

Section 27.6: Employees who have been licensed by N.I.T.V. as Computer Voice Stress Analyzer (C.V.S.A.) operators and are actively engaged during the term of this agreement as a C.V.S.A. operator shall receive assignment pay equal to two percent (2%) of their base hourly rate of pay.

Section 27.7: Those employees who have been designated as Firearms Coordinators shall receive assignment pay equal to two percent (2%) of their base hourly rate of pay.

Section 27.8: Those officers selected and assigned to the Marine Unit and Beach Unit shall receive assignment pay equal to three percent (3%) of their base hourly rate of.

Section 27.9: Those officers that have been designated as Crime Prevention Practitioners by the State Attorney General's Office or a member of NET shall receive assignment pay equal to three percent (3%) of their base hourly rate of pay. Officers eligible for assignment pay under Section 27.9 are only eligible for the 3% assignment pay as a Crime Prevention Practitioner or a NET member, but not both.

Section 27.10: If a Detective, Officer First Class, or Corporal is promoted to the rank of Sergeant, his/her incentive pay percentage will be calculated into his/her hourly wage.

Section 27.11: Those officers selected and assigned to any Multi-Agency Task Force, Dive Team, and Hostage Negotiations Team, s shall receive four (4) hours per month Quality Leave,

with supervisor approval. Quality Leave shall be available to use in .25 hour increments and shall not be used within the last two weeks of employment separation or retirement. Quality Leave shall have no cash value, and employees shall receive no payment for such hours upon separation from employment, whether voluntary or involuntary. The use of Quality Leave requires submission of a leave form and prior approval by the Chief of Police, who shall consider departmental needs and impact before granting a request.

Section 27.12: Those Officers selected and assigned as SWAT shall receive assignment pay equal to five percent (5%) of their base hourly rate of pay. The 5% assignment pay will be limited to those members who have completed their SWAT probationary period SWAT Operation Support Personnel are not included in the 5% assignment pay.

Section 27.13: Those Officers selected and assigned as an Agent to the Operations Support Bureau shall receive assignment pay equal to five percent (5%) of their base hourly rate of pay.

Section 27.14: Those Officers selected and assigned to Strategic Response Team (SRT) shall receive assignment pay equal to three percent (3%) of their base hourly rate of pay.

Section 27.15: The Sergeant selected and assigned to the Special Operations Division shall receive assignment pay equal to five percent (5%) of their base hourly rate of pay.

Section 27.16: For the purpose of this agreement, those officers identified above receiving additional assignment pay may only accumulate a maximum of eight percent (8%) cap above their base hourly rate of pay, except for Corporals who may receive a maximum of ten percent (10%) cap above their base hourly rate of pay.

Section 27.17: The selection of a bargaining unit member to any and all of the aforementioned assignments will be determined through a selection process specific to each assignment. The number of positions within said assignments will be determined by management.

Section 27.18: Officers who are being promoted to the rank of Sergeant will receive a 10% increase to their annual base salary, or the next highest step of the Sergeant's Step plan, whichever is highest. For Officers being promoted to the rank of Sergeant who are receiving an assignment pay for Detective, PFC or MPO, their annual base salary shall include those assignment pays and they will receive the 10% increase to set their first year Sergeant pay. This may result in a salary not included in the Sergeant Step Plan. On the first anniversary of their promotion date they will then be placed on the next Step in the Sergeant Step Plan included in Article 30.

**ARTICLE 28**  
**WORK WEEK AND OVERTIME**

Section 28.1: Work Period

The Town and the PBA agree to invoke of the FLSA 207K exemption regarding the defined work period and overtime calculations and payments.

The FLSA 207K work period of one hundred and sixty one (161) hours for all bargaining unit members covered by this agreement assigned to a road patrol unit, including the traffic road patrol unit, shall be period of twenty-eight (28) consecutive days which begins at 12:00 a.m. on the first Saturday of the week period and runs continuously for 28 days until 11:59 p.m. on the last Friday night of the twenty-eight (28) day cycle.

Road patrol officers will work an 11.50 hour shift as a four (4) on four (4) off schedule resulting in two (2) unequal pay checks for the twenty-eight (28) day work period.

Members assigned to the Detective Bureau, Neighborhood Enhancement Team, Beach Unit, Marine Unit, Traffic Unit and/or Administration (members outside of the Road Patrol Units) will be placed on a seven (7) day work period with a total of 40.25 hours and will begin to accumulate overtime once the member works over 40.25 hours within the work period. Work week examples include three (3) ten (10) hour shifts and one (1) ten and a quarter (10.25) hour shift of four (4) eight (8) hour shifts and one (1) eight and a quarter (8.25) hour shift totaling forty and a quarter hours per week (40.25) and eighty and a half hours for the pay period (80.5).

All members receive twenty six (26) paychecks within a twelve (12) month calendar year, commonly known as bi-weekly.

Section 28.2: Bargaining unit members shall be given a fifteen (15) working day notice of any designated work week change affecting the aforementioned work schedules or hours, except when an emergency arises, in which the Town will provide as much notice as is feasible.

Section 28.3: Work schedules shall not be changed or altered to avoid payment of overtime.

Section 28.4: All Road Patrol bargaining unit members shall receive overtime for all hours worked in excess of one hundred and sixty one (161) hours in a twenty-eight (28) work cycle and Non road patrol bargaining unit members shall receive overtime for all hours worked in excess of forty and a quarter (40.25) hours as indicated above in Section 28.1. Hours worked for the purposes of calculating overtime include actual hours worked, required training, vacation, comp time, quality time, and hours for worker's compensation absences. All other compensated hours will not be included.

Authorization for overtime must be requested prior to working the overtime in so much as it is

reasonable to do so. However, authorization may be given after the tie worked and will not be unreasonably withheld,

Section 28.5: When a bargaining unit member is required to work during a declared emergency the member will be paid based on the Town Policy for Declared Emergency (the current version of which is attached as exhibit "A"). The Town has the right to change the policy at any time with thirty (30) days' notice to the Union, but cannot change policy terms relating to pay or benefits without first negotiating same with the Union.

Section 28.6: Bargaining unit members shall be allowed to accumulate a maximum of one hundred eighty (180) hours of accumulated compensatory time. The Town may require members to use compensatory time over one hundred (100) hours with seventy-two (72) hour notice. The Town may elect to pay members for any hours accrued over one hundred (100) hours.

Section 28.7: Any bargaining unit member who is required to attend any Court related matter for the Town, with or without a subpoena not on their regularly assigned shift, shall receive a minimum of three (3) hours pay at one and a half (1.5) times their base hourly rate, not their regular rate of pay.

Section 28.8: Call Back Pay – when it is necessary for a bargaining unit member to return to work when they are off duty for an event that is prearranged, the member shall be paid a minimum of four (4) hours at one and a half (1.5) their base hourly rate, not their regular rate of pay. Prearranged is defined as work that was anticipated and therefore reasonably could have been scheduled with the exception of the below examples:

Examples of Call-back would include investigations, search warrants, special events, critical incidents, mandatory meetings. Members who attend pre-scheduled specialized or collateral unit training which causes them to come in early will not be considered call back. In these circumstances, members will submit for actual extra hours worked. For example: A member's normal shift begins at 1700 hours (5:00 pm), however pre-scheduled specialized training begins at 1500 hours (3:00 pm), the member will receive / submit for two (2) additional hours and will be considered hours worked.

Section 28.9: Unusual circumstances may require that a bargaining unit member find it necessary to request a change of their scheduled shift. Without obligating the Town to pay overtime, bargaining unit members may work for or change shifts with another bargaining unit member performing similar duties. Such determination of duty compatibility and approval shall rest with the Chief of Police. At least three (3) days written notice shall be required. No reasonable request shall be denied.

Section 28.10: Each member assigned to Nights 1, Nights 2 and K9 and Traffic Units assigned to the nights shift platoon will be paid 2% their base hourly rate in addition to the member's regular salary, this is not considered an assignment and will not be applied to maximum assignment pay cap.

Section 28.12: The shift selection shall be made by the member and the Town according to their seniority and qualifications. Once the appropriate shift is selected the member shall remain on that shift until:

- (a) a shift vacancy occurs
- (b) a new shift position is opened
- (c) a new shift is created



- (d) evaluation falls below satisfactory or
- (e) the provision of Article 11, Section 11.2(6)

In the event a specialty shift is opened, seniority and qualifications shall be considered.

Section 28.13: In 12(a) above, when a position becomes available for any reason, an Officer can submit in writing a request to fill that position 10 days prior to the date the position is scheduled to take effect. If not a specialty shift, the member with the greatest seniority and qualifications shall be granted the shift. Members may exchange shifts, however. Both members must notify the Chief of Police in writing 10 days in advance of the change. When notification is made, the member shall be responsible for reporting to their designated shift. If the shift change is temporary, the member shall indicate in a memo to the Chief of Police that the shift change is temporary, the date the change will take effect and the date the member will return to their assigned shift. The members will be responsible for returning to their assigned shift. The Department will be responsible for staffing allocations and shift maintenance. The Department will assure a minimum allocation of staffing per shift. It will be the Department's responsibility to substitute officers to staff shifts lacking in staffing due to sick, vacation or compensatory time.

**ARTICLE 29**  
**ACTING SUPERVISOR**

Section 29.1: Whenever an employee is required to serve under the full capacity of an acting supervisor, the employee shall be compensated an additional ten percent (10%) of their regularly hourly rate of pay for each hour worked beyond two consecutive shifts.

Section 29.2: All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Chief of Police.

**ARTICLE 30**  
**COMPENSATION**

Section 30.1: Officers hired during the term of this contract will be paid in accordance with the following step plan attached as Exhibit "B":

\*\* All step increase will take place annually on officer's anniversary date. Any officer who is receiving an annual salary below step one, will be placed into the current step one effective October 1, 2022.

Sergeants

Section 30.3: During the term of this contract Sergeants will be paid in accordance with the following step plan attached as Exhibit "B":

Section 30.2: Performance evaluations shall be given once a year, one month prior to the Officer's anniversary date or Sergeant's promotion date. However, the proposed step increase will be effective on the officer's actual anniversary or sergeant's promotion date subject to completion of a satisfactory performance evaluation. No step increase shall be paid if an officer's or sergeant's performance review shows a less than satisfactory rating.

An officer or sergeant whose evaluation does not illustrate satisfactory performance shall be placed on performance improvement plan. A step increase shall not be granted until an employee meets all standards of performance and will not be retroactive to their anniversary date. An "unsatisfactory" score is any overall evaluation score of 2.5 or lower.

Section 30.3: The Chief of Police is authorized to pay newly hired police officers up to Step 4 of Exhibit "B" for previous law enforcement experience.

Section 30.4: The Chief of Police is authorized to award one additional step within a fiscal year for officers or sergeants deemed "Exceptionally High Performers".

**ARTICLE 31**  
**GRIEVANCE PROCEDURE**

In a mutual effort to provide harmonious relations between the parties to this Agreement, it is agreed that there shall be a procedure for the resolution of grievances. A grievance is defined as a dispute involving the interpretation or application of the collective bargaining agreement. A dispute over disciplinary action is not a grievance, but shall be referred to as an appeal of disciplinary action. The process for handling appeals of disciplinary action is set forth in Article 32, Disciplinary Appeals of this Agreement.

The following shall be the sole procedure for resolving grievances. Only the Union can advance a grievance to arbitration on behalf of one of its members.

Section 31.1: (Step 1): The aggrieved employee shall discuss the grievance or dispute with their District Commander within seven (7) calendar days of the occurrence of knowledge of the matter giving rise to the grievance. The District Commander shall attempt to adjust the matter and respond to the employee presenting the grievance within seven (7) calendar days.

Section 31.2: (Step 2): If the grievance is unresolved, the aggrieved employee shall present their written grievance to the appropriate Bureau Commander within seven (7) calendar days after the response from the District Commander is due. The written grievance shall set forth a statement of the following:

1. The facts upon which it is based;
2. The alleged violations of the agreement;
3. The remedy or adjustment requested;
4. The signature of the Union and the aggrieved employee; and
5. The date on which the statement was filed.

The Bureau Commander shall respond, in writing, within seven (7) calendar days.

Section 31.3: (Step 3): If the grievance is unresolved, the aggrieved employee shall present their said written grievance to the Chief of Police within seven (7) calendar days after the response from the Bureau Commander is due. The Chief of Police shall respond, in writing, within five (5) working days.

Section 31.4: (Step 4): If the grievance is unresolved, the employee shall present their said written grievance to the Town Manager within seven (7) calendar days after the response from the Chief of Police is due. The Town Manager shall respond in writing within five (5) working days to the employee.

Section 31.5: (Step 5): If the grievance is still unresolved, the Union may request arbitration, in

writing, to the Town Manager, no later than seven (7) calendar days after the rendering of a decision by written response of the Town Manager. The arbitrator shall be chosen by the request by either the Town or the PBA of a list of seven (7) random arbitrators from the Federal Mediation and Conciliation Service (FMCS). By decision of a coin toss, either the PBA or the Town shall strike names alternately from the list until one name remains. The arbitrator's finding and decision shall be binding on both parties. The parties shall share equally the expenses of the arbitrator and the transcript of the hearing.

Section 31.5: Pursuant to this Agreement, an employee shall be prohibited from filing a grievance while said employee is on probation as defined in Article 19. During an employee's probationary period, only PBA may file a grievance on their behalf if a breach of this Agreement is asserted. Grievances filed by PBA on behalf of probationary employees shall be limited to the same matters as are provided for in this Article, other than disciplinary action.

**ARTICLE 32**  
**DISCIPLINARY APPEALS**

Section 32.1: Discipline is classified as either major or minor as follows:

MAJOR:           Termination  
                      Demotion  
                      Suspension without pay - more than two (2) shifts

No employee shall be subject to major discipline without first being afforded a pre-determination conference with the Chief of Police. A subsequent pre-determination conference with the Town Manager shall also be provided. No pre-determination conference shall be conducted with less than ten (10) calendar day notice to the employee.

MINOR:           Written reprimand  
                      Suspension without pay of two (2) shifts or less

Section 32.2: Appeals of disciplinary action shall be handled as follows:

- A. Major Discipline may be by appeal to an arbitrator, by using the same procedure for appointment of an arbitrator as set forth in Grievance Article above. The request for appointment of an arbitrator must be made in writing within ten (10) calendar days of notice of the Town's disciplinary action. The cost of the arbitrator shall be split by the Town and the Union equally.
- B. The arbitrator may sustain, reverse, or modify the discipline set by the Town Manager. The decision of the arbitrator is final and binding on the parties.
- C. Written reprimands may not be appealed but the employee may submit a written response provided the response is submitted within ten (10) days of the written reprimand. If a written response is submitted by the employee, it shall be attached to the written reprimand and placed in the employee's personnel file.
- D. Suspensions without pay of two (2) days or less may be appealed to the Town Manager whose decision shall be final. An appeal shall be filed in writing within ten (10) days of notice of the suspension without pay. The Town Manager shall conduct an investigation of the discipline and render a decision within twenty (20) days of the appeal. The Town Manager's decision may be to sustain, reverse, or modify the discipline. In no event shall the Town Manager's decision increase the discipline to more than a suspension without pay of two (2) days. The Town Manager may conduct interviews with the grievant, departmental staff, or members of the bargaining unit as part of his/her investigation of the discipline.

- E. Suspensions without pay of two (2) days or less that occur within a twelve (12) month period of a previous suspension without pay may be appealed to an arbitrator as set forth in paragraph A.
- F. For the purpose of this Agreement, a day is defined as the members regular normal shift.

**ARTICLE 33**  
**MANAGEMENT RIGHTS**

Section 33.1: PBA recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and all the powers or authority which the Town has not officially abridged, delegated, or modified by this Agreement are retained by the Town. Management officials of the Town retain all the rights, in accordance with the Town charter and all applicable federal, state and local laws, ordinances and regulations, including but not limited to the following:

- a. To manage and direct the employees of the Town.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- c. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To maintain the efficiency of the operation of the Town.
- f. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and sub-contract existing and future work not in conflict with the provisions of this contract.
- g. To organize or reorganize the Town Government.
- h. To determine the number of employees to be employed by the Town.
- i. To determine the number, types and grades of positions or employees assigned to an organization unit, department or project.
- j. To establish internal security practices.

Section 33.2: That the Town Council has sole authority to determine the legislative policy, purpose and mission of the Town and the allocation of budgeted resources to accomplish said legislative policy, purpose and mission to be adopted.

Section 33.3: The Town Council has the sole discretion to determine that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, similar catastrophes, or exigencies. The provisions of this Agreement may be suspended by the Mayor or his/her designee during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.



**ARTICLE 34**  
**SAVINGS CLAUSE**

Section 34.1: If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 34.2: In the event of invalidation of any article or section, both the Town and PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Section 34.3: Subject to actions taken as contemplated in Article 34, the Town agrees that all job benefits hereto enjoyed by the employees, who are not specifically provided for or abridged by the collective bargaining agreement, shall continue under the conditions which they have been granted. This Agreement shall not deprive any employee of any benefits or protections or relieve them of any responsibilities or duties granted by the laws of the State of Florida, Ordinances of the Town of Jupiter, or personnel rules and regulations of the Town of Jupiter.

Section 34.4: All benefits provided by the present personnel code of the Town Administration Manual shall be extended to bargaining unit members. Under no circumstances shall the personnel code override any matters or issues addressed or included within the articles of this contract. When an issue is not addressed or included in this agreement and a Town policy or General Order exists at the time the issue arises, the employee is subject the current active Town Policy or General Order, unless there is a past practice that applies.

**ARTICLE 35**  
**EMPLOYEE ADVISORY GROUP**

Section 35.1: There is hereby established a joint Employee Advisory Group, which group shall consist of eight (8) to ten (10) members consisting of a cross section of the Town of Jupiter Police Department, mutually agreed upon by PBA and the Chief of Police. PBA designates shall consist of persons from within the position classifications covered by this agreement, persons from within the Officers and Sergeants agreement, and the management designates shall consisted of persons within the department, but outside the bargaining unit as herein defined.

Section 35.2: This committee shall meet once quarterly, although the committee may meet more frequently by mutual consent.

Section 35.3: The purpose of this committee shall be to review matters of joint interest and concern for the welfare of the members of the department, and to make recommendations to the Chief of Police, provided that the decision of the Chief on any such recommendations is final and binding, and provided further that matters discussed in committee that are subject to its grievance procedure may be referred to that procedure by either party. No overtime shall be incurred as a result of attendance at this meeting.

**ARTICLE 36**  
**DRUG-FREE WORKPLACE**

Section 36.1: Bargaining Unit Members are subject to the Town's Drug-Free Workplace Program.

Section 36.2: The Town's policy is in accordance with the Florida Drug-Free Workplace Program as provided in Section 440.102, Florida Statutes and Rule 59A-24, Florida Administrative Code.

Section 36.3: Bargaining Unit Members shall abide by the General Orders pertaining to Post Accident drug testing.

**ARTICLE 37**  
**COMMUNICABLE**  
**DISEASES**

Section 37.1: The Town shall provide immunizations/screenings for all members of the bargaining unit who want to be immunized, as follows:

- A. Tetanus
- B. Hepatitis (Type B)
- C. Hepatitis Titer (Type B)
- D. Hepatitis Booster (Type B)
- C. Rubella (for females of child bearing age)
- E. Tuberculosis Screening
- F. Hepatitis (Type A), when not covered by Health Insurance

**ARTICLE 38**  
**PENSION**

Section 38.1: A detailed description of the Jupiter Pension Fund Documents can be found on the Resource Center website located under the Summary Plan Description. The Resource Center is the Plans Administrator for the Jupiter Pension Fund Plan.


ARTICLE 39  
DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective October 1, 20~~12~~<sup>22</sup> and shall continue in force and effect until its expiration date, September 30, 2025.

No salary increase or adjustment shall be paid beyond September 30, 2025, except as provided in a subsequent Memorandum of Understanding as may be negotiated and ratified by the parties.

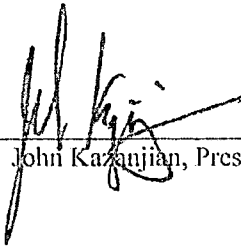
IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the \_\_\_\_1\_\_\_\_ day of Oct, 2022.

FOR THE TOWN OF JUPITER



Frank Kitzerow, Town Manager

FOR THE PALM BEACH COUNTY  
POLICE BENEVOLENT ASSOC.



John Kazanjian, President



Mayor Jim Kuretski



Laura Cahill, Town Clerk



# Exhibit

# A

Administrative Policies and Procedures			
SUBJECT: DECLARED EMERGENCIES		HRM – 5.03.01	
Effective Date: 09/01/04	Revision Date: 06/09/06	Revision #: 2	Page: 1 of 4
Authority: Town Manager		Legal Review: N/A	
Revises Policy: N/A			

#### **I. PURPOSE:**

To identify the leave, pay, operations, and reporting requirements that shall be implemented consistently, from department to department, during a declared emergency.

#### **II. DEFINITIONS:**

**Designated Facility:** An area or building designated by the Town Manager for specific operations during an emergency, which may or may not be located within the Town limits.

**Emergency Condition:** A condition where regular operations of the Town are severely limited/suspended by an emergency, as designated by the Town Manager or his designee.

**First 72 hours of the Emergency Recovery Efforts:** The time period when the Town Manager provides approval to begin damage assessment and restoration efforts.

#### **III. SCOPE:**

This policy applies to all employees of the Town.

#### **IV. POLICY:**

When the Town Manager or his designee declares an emergency, employees may be required to work as deemed necessary. Employees shall be compensated in a fair and equitable manner. Employees' positions will be categorized to establish expectations for duty reporting requirements for pre/during/post emergencies. Employees may be called in to work before, during, and/or immediately after an emergency. All employees will be paid in accordance with the provisions outlined in this policy.

#### **V. PROCEDURE:**

- A. Only employees needed to address the Town's immediate needs associated with a declared emergency shall be called in to work during the emergency. All employee positions are categorized for appropriate reporting duty requirement expectations pre/during/post emergencies as follows:

Category A: Remain at a designated facility during the emergency.

Category B: Immediately return to work once travel conditions permit the employee to return to work. Town Identification Badges may be required to present to local, state, or federal authorities in order to travel to work during or after an emergency.



Should some circumstance possibly inhibit the employee's return to work, the employee shall immediately make contact with his/her supervisor.

Category C: Call in within 24 hours of the emergency for return to work instructions; prepare to report within 48 hours or as instructed. If communications are down, you are expected to report to your designated work site within 48 hours following the emergency.

A listing of all Town positions and their designated categories shall be kept in the Town's Hurricane Emergency Management Plan. These categories may change under declared emergency situations, as designated by the Town Manager or his designee.

Employees not on approved leave, or who have not provided their supervisors with viable explanation that they are physically unable to report for work, and who do not report for work in accordance with this policy, shall be subject to disciplinary action, up to and including termination of employment. Employees who are on approved leave may be called back into work as necessary, as designated by the Town Manager or his designee.

B. Time Keeping Records:

1. All departments shall use a special time sheet designated for emergencies, as provided by the Finance Department in the Town's Hurricane Emergency Management Plan.
2. All employees and supervisors are responsible for keeping accurate time logs/records for hours worked during a declared emergency.
3. Each department shall maintain work logs/records for submittal to payroll.
4. Time should be recorded identifying hours worked with the appropriate emergency coding, as provided by the Finance Department in the Town's Hurricane Emergency Management Plan. Military (24-hour) Time (i.e. 2300 hours instead of 11:00 p.m.) shall be used.

C. Compensation for hours worked during a declared emergency:

1. Upon the effective date and time of a declared emergency, non-exempt personnel shall be compensated for time worked (directly related to the emergency) at the rate of 1 and ½ times their regular hourly base rate, regardless of whether or not they have forty (40) work hours in that workweek.
2. Due to potentially hazardous conditions and long hours, non-exempt personnel shall be compensated for time worked (directly related to the emergency) at the rate of 2 times their regular hourly base rate for the first 72 hours of the emergency recovery efforts, regardless of whether or not they have forty (40) work hours in that workweek. The first 72 hours of the emergency recovery efforts shall be defined as the time period when the Town Manager provides approval to begin damage assessment and restoration efforts. After this 72-hour period, non-exempt personnel shall be compensated for time worked (directly related to the emergency) at the rate of 1 and ½ times their regular hourly base rate, regardless of whether or not they have forty (40) work hours in that workweek.

3. Due to potentially hazardous conditions and long hours, exempt personnel shall be compensated for time worked (directly related to the emergency) by receiving credit for one (1) hour "Emergency Leave" for each hour worked up to a maximum of eight (8) hours per day, or by a flat award of time as determined by the Town Manager or his designee.
- a) Emergency Leave may be credited in .25 increments.
  - b) Employees shall not receive cash in lieu of time off for Emergency Leave, nor may employees use Emergency Leave once a notice of resignation has been submitted.

Declared Emergency Pay Matrix	
Employee Group	Pay
<b>Effective Date and Time of a Declared Emergency</b>	
Non-Exempt Employees	Pay at 1.5x regular rate
Exempt Employees	Hour-for-hour leave up to max. 8 hours/day or at TM discretion
<b>First 72 Hours of the Emergency Recovery Efforts</b>	
Non-Exempt Employees	Pay at 2x regular rate
Exempt Employees	Hour-for-hour leave up to max. 8 hours/day or at TM discretion
<b>Post-First 72 Hours of Emergency Recovery Efforts</b>	
Non-Exempt Employees	Pay at 1.5x regular rate
Exempt Employees	Hour-for-hour leave up to max. 8 hours/day or at TM discretion

- D. When Town operations are closed on a scheduled workday due to an emergency declaration, employees released from work shall receive full pay for the employee's workday. These hours shall count as work hours towards overtime, as applicable for non-exempt employees.
- E. Department Directors may, at the Town Manager's discretion, allow employees who are required to remain at work during a declared emergency, an adequate amount of time to return home during regular work hours to prepare their homes for the emergency.
- F. Employees who are on prior approved leave will not be charged for such leave if operations are officially shut down, or if not required to work according to the return-to-work category the employee is assigned to in Section A. above.
- G. Employees who are not able to return to work due to the Town's emergency conditions designated by the Town Manager or his designee, will not be charged leave time.
- H. Employees who call in sick, or take unscheduled leave, on the day that the Town closed operations, will be charged leave time.

- I. If the declared emergency occurs on a holiday, employees will be compensated for the holiday pay. If an employee works on the holiday, he/she will receive holiday pay in addition to provisions contained in C. 1. and C. 2. above. If operations permit, a holiday may be taken at another time during the same work week, as determined by the Department Director.
- J. Employees who work split shifts during an emergency, who are unable to return to their homes during their "off" hours will be considered "on duty" and will be paid accordingly.
- K. Due to the danger of travel, requirements to be at work, and general unavailability of alternative sources, the Town shall provide meals to employees who are on-duty in accordance with the Town's Hurricane Emergency Management Plan.
- L. The Town Manager, or designee, may modify this policy as deemed appropriate. Exceptions may be made for unique situations as they arise throughout a declared emergency.

# EXHIBIT

# B

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**Officers**

Year 1 / FY 2023 10/1/2022		
Steps	Annual	Hourly
Step 1	\$ 65,000.00	\$ 31.06
Step 2	\$ 68,000.00	\$ 32.49
Step 3	\$ 71,000.00	\$ 33.92
Step 4	\$ 74,500.00	\$ 35.59
Step 5	\$ 78,000.00	\$ 37.27
Step 6	\$ 81,725.60	\$ 39.05
Step 7	\$ 85,115.20	\$ 40.67
Step 8	\$ 88,504.80	\$ 42.29
Step 9	\$ 91,984.40	\$ 43.95
Step 10	\$ 95,284.00	\$ 45.53
Step 11	\$ 100,000.00	\$ 47.78
Step 12	\$ 103,000.00	\$ 49.21

Year 2 / FY 2024 10/1/2023		
Steps	Annual	Hourly
Step 1	\$ 65,000.00	\$ 31.056
Step 2	\$ 68,000.00	\$ 32.489
Step 3	\$ 71,000.00	\$ 33.923
Step 4	\$ 74,500.00	\$ 35.595
Step 5	\$ 78,000.00	\$ 37.267
Step 6	\$ 81,725.60	\$ 39.047
Step 7	\$ 85,115.20	\$ 40.667
Step 8	\$ 88,504.80	\$ 42.286
Step 9	\$ 91,984.40	\$ 43.949
Step 10	\$ 95,284.00	\$ 45.525
Step 11	\$ 100,000.00	\$ 47.778
Step 12	\$ 108,150.00	\$ 51.672

Year 3 / FY 2025 10/1/2024		
Steps	Annual	Hourly
Step 1	\$ 65,000.00	\$ 31.056
Step 2	\$ 68,000.00	\$ 32.489
Step 3	\$ 71,000.00	\$ 33.923
Step 4	\$ 74,500.00	\$ 35.595
Step 5	\$ 78,000.00	\$ 37.267
Step 6	\$ 81,725.60	\$ 39.047
Step 7	\$ 85,115.20	\$ 40.667
Step 8	\$ 88,504.80	\$ 42.286
Step 9	\$ 91,984.40	\$ 43.949
Step 10	\$ 95,284.00	\$ 45.525
Step 11	\$ 100,000.00	\$ 47.778
Step 12	\$ 113,557.50	\$ 54.256

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**Sergeants**

Year 1 / FY 2023 10/1/2022		
Steps	Annual	Hourly
Step 1	\$ 108,150.00	\$ 51.67
Step 2	\$ 110,313.00	\$ 52.71
Step 3	\$ 112,519.26	\$ 53.76
Step 4	\$ 114,769.65	\$ 54.83
Step 5	\$ 120,750.00	\$ 57.69

Year 2 / FY 2024 10/1/2023		
Steps	Annual	Hourly
Step 1	\$ 113,557.50	\$ 54.256
Step 2	\$ 115,828.65	\$ 55.341
Step 3	\$ 118,145.22	\$ 56.448
Step 4	\$ 120,508.13	\$ 57.577
Step 5	\$ 125,580.00	\$ 60.000

Year 3 / FY 2025 10/1/2024		
Steps	Annual	Hourly
Step 1	\$ 119,235.38	\$ 56.97
Step 2	\$ 121,620.08	\$ 58.11
Step 3	\$ 124,052.48	\$ 59.27
Step 4	\$ 126,533.53	\$ 60.46
Step 5	\$ 131,859.00	\$ 63.00

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