

AGREEMENT

BETWEEN

CITY OF BOYNTON BEACH, FLORIDA

AND

**PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**

POLICE OFFICERS AND DETECTIVES

OCTOBER 1, 2007 - SEPTEMBER 30, 2010

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ARTICLE 1

PREAMBLE

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

ARTICLE 2

RECOGNITION

The City hereby 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 classifications: Police Officer and Police Detective, or as modified by PERC. The term “member” or “employee” will mean any member in the bargaining unit.

The City agrees that all correspondence, communication, or notice required by law or otherwise pertaining to bargaining unit members’ wages, hours, and terms and conditions of employment shall be directed to:

John Kazanjian, President
Palm Beach County Police Benevolent Association, Inc.
2100 N. Florida Mango Road
West Palm Beach, Florida 33409
Attention: General Counsel

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 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 bargaining unit members 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, national origin, handicap, familial status, sexual orientation, age, or marital status.

ARTICLE 4

DUES DEDUCTION

Upon receipt of a notice from the PBA and approved by the City which has been voluntarily executed by a City employee who is a member of the bargaining unit, the City will deduct from the pay due the employee, those dues and uniform assessments required to retain PBA membership as certified by the PBA. 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 will 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 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.
 - 4. The employee is attending a pre-determination hearing.

The CITY may stop the use of such time off if it interferes with productivity or staffing needs. However, the exercise of such right on the CITY'S part shall not be arbitrary or capricious, nor shall it allow the CITY to proceed in a manner which deprives the employee of his or her right of representation.

A PBA representative shall be permitted leave to attend functions of the PBA, provided that such leave shall be at no cost to the CITY and representatives shall use the PBA time pool.

The PBA representative must be a member of the bargaining unit.

Section 2. No employee shall engage in PBA business 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. 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 7

ELIGIBILITY FOR PROMOTION

Section 1. Only persons who have served a minimum of (3) three consecutive years immediately preceding the date of testing as a sworn law enforcement officer in the City of Boynton Beach shall be eligible to take the test for the rank of Sergeant.

Section 2. Only persons who have served a minimum of two (2) consecutive years immediately preceding the date of testing as a sworn law enforcement officer with the City of Boynton Beach shall be eligible to take the test for the rank of Detective 1st Grade.

ARTICLE 8

VACANCIES

Consistent with the City's recruitment and selection policy (PPM Chapter 06), 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.

ARTICLE 9

MANAGEMENT RIGHTS

Section 1. The PBA recognizes that except as provided in this Agreement and by law the City has the exclusive right to manage and direct the Police Department. Accordingly, but not by way of limitation, the City retains the exclusive right to:

- A. To establish procedures to hire, promote, and lay off employees.
- B. Discharge and suspend employees for cause.
- C. Transfer employees from one location to another, one shift to another, or one starting time to another.
- D. Establish and change the starting and quitting times and the number of hours and shifts to be worked.
- E. Assign and reassign employees.
- F. Schedule and change the work to be performed by employees.
- G. Formulate, implement and change Departmental policy, rules, regulations, and directives which are not in conflict with the specific provisions of this Agreement or the law.
- H. Introduce new services, procedures, materials, facilities and equipment.
- I. To require employees to submit to physical, medical, and psychological testing to determine fitness for duty. No bargaining unit member shall be ordered to submit to physical, medical or psychological testing to determine fitness for duty without such testing being approved by the Police Chief and the City Manager.
- J. Determine and change the equipment and materials provided to or not provided to employees.
- K. Add to or change the qualifications necessary for any job classification.

- L. Create, alter or disband any Departmental unit or transfer members based upon the needs of the Department as determined by the Chief.
- M. The City is a Drug Free Workplace and has established a Drug Free Workplace Policy. The City supports random drug testing for all bargaining unit members. The City reserves to itself the power to order employees to submit to reasonable suspicion or random drug testing, subject to compliance with the testing/sample handling procedures as set forth in Florida Statute and the Florida Administrative Code, as referenced in the City's Drug Free Workplace Policy. The City agrees to use State certified laboratories for all drug testing.

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.

Section 2. In the event of any change over which the City may have an obligation to bargain concerning an impact of the change, the change may be implemented after said impact bargaining.

ARTICLE 10

ADVISORY COMMITTEE

Section 1. By mutual agreement between the City and the PBA, they may establish a joint committee. The PBA membership shall consist of persons designated by the PBA from within the position classifications covered by this Agreement, and members designated by the Chief of Police shall consist of persons within the Department, but outside the bargaining unit.

Section 2. This committee may meet as needed by mutual consent, and meetings may be held between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday or at another mutually agreeable time. If a meeting is held during working hours of an employee participant, said participant may be excused without loss of pay for that purpose. Attendance for a meeting outside of regular working hours shall not be deemed as time worked and participants will not receive additional pay or leave benefits.

Section 3. Attendance by other than members of the PBA and City Administrative Officers will be by agreement of a majority of the members of the Committee and shall first receive the approval of the Chief of Police.

ARTICLE 11
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 for bargaining unit 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 171 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 a duty status seven (7) minutes either prior to or after their shift will not be eligible for overtime pay. Employees who are in a 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.

Section 2. Pursuant to Article 9, Section 1D, it is a Management Right to establish and change the starting and quitting times and the number of hours and shifts to be worked. The City agrees that work schedules will not be changed solely for the purpose of avoiding the payment of

overtime and/or overtime rates of pay as provided by this Agreement. Uniform Services shift schedules shall not be changed without the City providing thirty (30) days advanced notice to the Union of the change.

Section 3. No member of the Bargaining Unit shall be required or allowed to work more than sixteen (16) continuous hours except during a declared emergency or during an ongoing immediate investigation. 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. No member of the bargaining unit shall be scheduled either by the Department or through shift swaps, details, or over-time, to work more than 16 hours of duty in a 24 hour period, except during emergencies or where overtime is required to complete an on-duty assignment, i.e. late arrest. For the purpose of this section, duty means regular assigned duties and detail assignments, not to include court, depositions, filings, and similar judicial responsibilities.

ARTICLE 12

WAGES

Section 1. Effective October 1, 2007 the following Step Pay Plan shall be implemented.

		OCT 1 2007	OCT 1 2007	APRIL 1 2008	OCT 1 2008	APRIL 1 2009	OCT 1 2009	APRIL 1 2010
		ADJUSTMENT	COLA	MERIT RAISE	COLA	MERIT RAISE	COLA	MERIT RAISE
	STARTING	\$44,800.00	\$44,800.00	\$45,472.00	\$46,836.16	\$48,241.24	\$49,688.48	\$50,682.25
	Step 1	\$47,000.00	\$47,000.00	\$47,705.00	\$49,135.15	\$50,610.23	\$52,128.54	\$53,171.11
P	Step 2	\$49,200.00	\$49,200.00	\$49,938.00	\$51,436.14	\$52,979.22	\$54,568.60	\$55,659.97
A	Step 3	\$51,400.00	\$51,400.00	\$52,171.00	\$53,736.13	\$55,348.21	\$57,008.66	\$58,148.83
T	Step 4	\$53,600.00	\$53,600.00	\$54,404.00	\$56,036.12	\$57,717.20	\$59,448.72	\$60,637.69
R	Step 5	\$55,800.00	\$55,800.00	\$56,637.00	\$58,336.11	\$60,086.19	\$61,888.78	\$63,126.55
O	Step 6	\$58,000.00	\$58,000.00	\$58,870.00	\$60,636.10	\$62,455.18	\$64,328.84	\$65,615.42
L	Step 7	\$60,200.00	\$60,200.00	\$61,103.00	\$62,936.09	\$64,824.17	\$66,768.90	\$68,104.28
L	Step 8	\$62,400.00	\$62,400.00	\$63,336.00	\$65,236.08	\$67,193.16	\$69,208.96	\$70,593.14
	Step 9	\$64,600.00	\$64,600.00	\$65,569.07	\$67,536.07	\$69,562.15	\$71,649.02	\$73,082.00
	Step 10	\$66,800.00	\$66,800.00	\$67,802.00	\$69,836.06	\$71,931.14	\$74,089.08	\$75,570.86
		ADJUSTMENT	COLA	MERIT RAISE	COLA	MERIT RAISE	COLA	MERIT RAISE
	STARTING	\$49,280.00	\$49,280.00	\$51,004.80	\$52,534.94	\$54,373.67	\$56,004.88	\$57,965.05
D	Step 1	\$51,700.00	\$51,700.00	\$53,509.50	\$55,114.79	\$57,043.80	\$58,755.12	\$60,811.55
E	Step 2	\$54,120.00	\$54,120.00	\$56,014.20	\$57,694.63	\$59,713.94	\$61,505.36	\$63,658.04
T	Step 3	\$56,540.00	\$56,540.00	\$58,518.90	\$60,274.47	\$62,384.07	\$64,255.60	\$66,504.54
1st	Step 4	\$58,960.00	\$58,960.00	\$61,023.60	\$62,854.31	\$65,054.21	\$67,005.84	\$69,351.04
G	Step 5	\$61,380.00	\$61,380.00	\$63,528.30	\$65,434.15	\$67,724.34	\$69,756.07	\$72,197.54
R	Step 6	\$63,800.00	\$63,800.00	\$66,033.00	\$68,013.99	\$70,394.48	\$72,506.31	\$75,044.04
A	Step 7	\$66,220.00	\$66,220.00	\$68,537.70	\$70,593.83	\$73,064.62	\$75,256.55	\$77,890.53
D	Step 8	\$68,640.00	\$68,640.00	\$71,042.40	\$73,173.67	\$75,734.75	\$78,006.79	\$80,737.03
E	Step 9	\$71,060.00	\$71,060.00	\$73,547.10	\$75,753.51	\$78,404.89	\$80,757.03	\$83,583.53
	Step 10	\$73,480.00	\$73,480.00	\$76,051.80	\$78,333.35	\$81,075.02	\$83,507.27	\$86,430.03

Section 2. The pay plan will be implemented as follows starting on Oct 1 2007. Every Officer's wage will be increased according to the column labeled "adjustment" on Oct 1 2007. This will place all the Officers in the correct wage/salary to begin the pay plan. Each step in the plan signifies one complete year of sworn service with the Police Department. Thus if an officer has completed four (4) years and seven (7) months as of October 1, 2007, he/she would be adjusted to STEP 4. Officers who are currently being paid a rate higher than the STEP they would fall into, will proceed upward to the first nearest STEP that affords them a raise. This scenario is explained below in Example 3. For the purposes of these calculations, the yearly salary will be a reflection of the appropriate hourly rate multiplied by the number "2080". The pay plan is based on COLA raises on Oct 1st 2008 & 2009, as well as pay-per-performance raises on April 1st 2008, 2009, 2010. The scale will be read as follows. Once the officer is placed into the scale by current years completed on Oct 1 2007, they will progress through the scale, and raises will be given according to years completed on those dates of Oct 1 and April 1.

See Appendix A for Examples 1, 2 and 3

Section 3. The rank of Detective will be handled the same way, upon implementation of the step pay plan on Oct 1 2007 the only member serving in the rank of Detective (Athol) will be reclassified to Detective 1st Grade and will be brought to his "adjusted wage" and will be placed into the Step 10 wage as he has completed 10+ years in the rank of Detective as of 10-1-07. He will proceed along the bottom line of the pay plan as he will be maxed out in years in rank for the

duration of the contract. No other member will be eligible for this pay grade prior to passing a promotional exam approved by the Chief of Police.

Section 4. Should a promotion occur from Patrolman to Detective 1st Grade or from Detective 1st Grade to Sgt it will be handled as follows: A promotion will consist of a 10% increase to the employee's current rate of pay. This will increase the employee's rate of pay to a number that will inevitably fall between two steps of the plan's designated pay rates for that date. To ensure the integrity of the plan no one will make a wage other than specified by the plan's pay scale. This newly promoted employee will be placed into the higher of the two rates they fall between. Should a 10% increase leave that employee below the "starting" rate for that rank on that date, they will be brought to the starting salary for that rank and proceed through the plan accordingly.

See Appendix A for Examples 4 and 5

The promotion to the rank of Detective 1st Grade from patrolman will follow the same procedures according to the Detective 1st Grade's pay scale.

Should a demotion occur from SGT to Patrolman, or SGT to Detective 1st Grade (**note** this would only be possible if the SGT held the "rank" of Detective prior to 10-1-07 or the "rank" or Detective 1st Grade after 10-1-07 being promoted to SGT) a 10% decrease will occur in the employee's rate of pay and he/she will again fall between two pay rates. The greater of the two rates will then be applied. If the employee that is demoted and as a result of the 10% decrease

lands above the max scale for that rank, he/she will be lowered to the max rate of pay for that rank at that time.

A starting employee will proceed through the scale as follows depending on their date of hire. The new hire will be given the starting pay according to the calendar date they fit into on the pay scale. Everyone will receive the COLA raise regardless of their date of hire, but the April 1st pay for performance raise will only be given after a new employee has completed one full year of service and received their yearly evaluation. If the employee was hired between Oct 1 and March 31st, they will have to wait until they hit the actual date of April 1st to receive their pay for performance raise. If the employee was hired between April 1st and Sept 30th, they will receive their April 1st pay for performance raise (on their actual first year anniversary) which they have already passed by while waiting for their 1st year anniversary.

Section 5. The City's performance based compensation system represents an integral component of an employee's opportunity to progress through the Step Pay Plan. The procedures for conducting annual performance evaluations for all Police Department personnel is set forth in the Police Department Written Directives, Index Code 700. On ratification of this Agreement, the annual evaluation cycles will be adjusted to provide a preliminary evaluation in November of each year, commencing November 2007, and a final annual evaluation in February of each year, commencing February 2008.

Section 6. Employees must receive an evaluation of satisfactory or above to progress to the next higher Step in the Step Pay Plan. In the event an employee receives a less than satisfactory

performance evaluation during any annual evaluation period, that employee shall not be moved up to the next higher Step in the Step Pay Plan. Instead, the employee's move to the next higher Step will be delayed for a period of ninety (90) days, at which time the employee will be re-evaluated. In the event an employee receives a satisfactory or greater performance evaluation, then that employee shall be moved up to the next higher Step effective the first full payroll after the completion of ninety (90) days. If the employee does not receive a satisfactory or greater evaluation an additional and final ninety (90) days re-review period shall begin. Failure to achieve a satisfactory or greater evaluation at the end of the second ninety (90) day period constitutes grounds for just cause discipline.

Section 7. The City may make changes in the current performance appraisal instrument only after the PBA has had the opportunity to provide input on the instrument.

Section 8. Attendance is an integral component of performance. In the event an employee has been placed on restrictive sick leave pursuant to Departmental Policy, a copy of which is attached hereto as Exhibit "A", (excluding Family Medical Leave) during any annual evaluation period, that employee shall not be eligible for a wage adjustment. Instead, the employee's wage adjustment shall be delayed for a period of ninety (90) days, during which it will be determined if the employee has had more occasions of unexcused sick leave. In the event an employee does not have an additional occasion of use unexcused sick leave, then that employee shall be granted the wage adjustment on the first full payroll after the completion of ninety (90)

days. The employee's denial of a wage adjustment shall continue in ninety (90) day increments each time an employee has one or more additional occasions of unexcused sick leave.

Section 9. Assignment Pay

Effective October 1, 2007 bargaining unit members as provided below shall receive increases to their Step Plan base rates of pay as follows:

- A. SWAT (Special Weapons & Tactics). Those members who have successfully completed testing and are selected as a member of the Police Department SWAT Team, shall be compensated an additional 10% for hazardous duty pay during those hours that the members are utilized in the resolution of hostage rescue, barricade incidents, or otherwise activated to perform some enforcement function as a team.
- B. K-9 Unit. Members assigned to the K-9 Unit will receive one (1) hour of overtime for K-9 care, equipment maintenance and vehicle cleaning for each RDO, vacation day where the dog is not kenneled or otherwise boarded. K-9 officers will be allowed one (1) hour of duty time per work day to tend to K-9 care, equipment maintenance and vehicle cleaning. Members on vacation will be credited one hour per day for K-9 care, equipment maintenance and vehicle cleaning.
- C. Officers, while assigned as Field Training Officers and who have completed successfully the required 40-hour training shall be compensated an additional five (5%).

Section 10. In the event of the passage of a State Constitutional Amendment or State Legislative Enactment which will alter or affect the flow of revenue to the City during the term of this Agreement, the wage/rate of pay articles of the Agreement may, at the written request of the City, be reopened for negotiations.

Reopened negotiations shall commence and be concluded within forty-five (45) calendar days of the date the City gives written notice to the PBA of the City's request to reopen negotiations. If an agreement is not reached within forty-five (45) calendar days, the negotiations shall be deemed at impasse and the impasse issue shall be submitted to the City Commission at the second Commission meeting following the expiration of the forty-five (45) days. The City and the PBA waive the appointment of a special magistrate to resolve the impasse and agree that the City Commission shall resolve the impasse issues in accordance with the provisions of 447.403 Florida Statutes.

During the negotiations and the impasse process, if any, the base wages of bargaining unit employees will be frozen at the levels in place at the time the City requests to reopen negotiations and no subsequent base wage increases will occur except as thereafter negotiated by the City and the PBA, or, in the event the reopened negotiations do not result in a ratified agreement, as imposed by the City Commission through the impasse process.

ARTICLE 13

SENIORITY

Section 1. The City agrees that seniority shall consist of continuous accumulated paid sworn service with the Boynton Beach Police Department. Seniority shall be computed from the date of appointment. Seniority shall accumulate during absences because of illness, injury in the line of duty, vacation, military leave or any other authorized leave of absence.

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

- A. Filling temporary vacancies. See Article 14, Section 3.
- B. Layoffs will be in reverse order of seniority.
- C. Selection of day or night shift and starting time.
- D. Any special event (Holiday Parade, July 4th, or any other event) shall be offered through a rotating list of bargaining unit personnel based upon Department seniority. This section does not apply to special details which require specified and established training and skills.

Section 3. Assignments to platoons, divisions, and units, is a management right. Seniority will be given great weight in the selection process, after qualifications and balance of personnel are considered. Seniority may not in all cases be a prevailing qualification or the sole basis for the selection. The decision may be reviewed upon request by the Chief of Police who has the final decision.

Section 4. In the event of a declared emergency alternate shifts or work schedules may be adopted by the Chief of Police as needed.

Section 5. Bargaining unit members who are demoted, voluntarily or involuntarily, and thereafter regain the rank from which they were demoted , shall have their seniority in rank bridged upon completion of their promotional probation. This will be applied retroactively to all employees for the purposes of call sign and pay scale calculations.

Example: A Detective with five (5) years in rank is demoted to patrolman. After three (3) years as a patrolman, the former Detective is promoted again to Detective. Upon completion of his or her probationary period, the subject Detective is a six (6) year Detective; that is, he or she has six(6) years seniority in rank.

Section 6. It is understood and agreed that bargaining unit members who separate from employment with the Boynton Beach Police Department and thereafter return to employment shall not be permitted to bridge seniority.

ARTICLE 14

ADDITIONAL MONETARY BENEFITS

Section 1. Compensatory Time

Members of the Bargaining Unit shall have the option of accumulating a maximum of eighty (80) hours, per fiscal year, of compensatory time at time and one half. A bargaining unit member who is promoted to a position outside the bargaining unit, or who retires, or who is terminated, will be paid the balance of all unused compensatory time. Compensatory time earned and accumulated shall be paid off totally in September of the fiscal year if not utilized by the end of the month of August. .

Section 2. Special Detail Assignment

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

Section 3. Call back is defined as any time an officer 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 1/2) times his or her regular rate of pay. When an officer is called for call back he/she will be guaranteed a minimum of three (3) hours at time and

one-half and at his/her supervisor's discretion the officer may be required to work the entire three hours or longer. When an officer is called for call back his/her supervisor will indicate as to whether or not he/she should arrive in uniform or in plain clothes, if the option is available.

Call back shall be handled as follows:

- Step 1 Vacancies filled with the off-going shift platoon by seniority.
- Step 2 Vacancies filled by other platoon that works the same shift but is regular day off
- Step 3 Vacancies filled by other platoon that works the opposite shift (e.g. vacancy on A.1 is offered to B.4, 5, 6). Variance to Step 3-the first day back on the shift will make the opposite shifts ineligible to work. This occurs on Monday, Wednesday and Friday.
- Step 4 All patrol officers not previously covered by seniority
- Step 5 Vacancies will be offered to Detectives
- Step 6 Ordered in by reverse seniority

The 16 hour maximum hours worked rule applies to all call-back.

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.

Section 5. On Call

Any bargaining unit member who is on an "on-call" (on-pager) basis other than court time as outlined in Article 14, Section 4 shall receive compensation of one hour of pay at time and one half for each day (24 hour period) on call. No member will be placed "on-call" without the approval of a division commander or other member authorized by the Chief of Police.

Section 6. The City will establish the hours of work best suited to meet the operational and fiscal needs of the Department. Any officer who accepts and participates in a shift swap will follow the proper protocol. If the officer is sick and cannot meet his/her obligation to work the shift, he or she is permitted to find a replacement without penalty. If any officer abuses this privilege by calling in sick the first time, they will lose the sick time (per hour) and be suspended from shift swaps for three (3) months. The second subsequent sick call will be a six (6) month suspension from shift swaps, and the third sick call could force the member to be permanently disqualified from shift swaps. The member calling in sick will not be penalized if they provide a legitimate excuse or provide documentation of being sick.

Section 7. Shift Changes - Employer

An officer will be given adequate advance notice as determined by the Chief of any change

in his/her regular hours of work except when an emergency exists. Notice given less than forty-eight (48) hours before any changed schedule (assignment days or days off) is to take effect, entitles the officer to receive compensation at the rate of one and one-half (1.5) times his/her regular salary for the first day of his/her tour of duty.

Section 8. The City agrees that any member required to be out of Palm Beach County to attend court, seminars, or for any other reason as a result of his/her duties as a police officer, except if the officer is exclusively the plaintiff in a personal civil action, will be paid his/her regular rate of pay for each day or partial day required for said purposes. There will be no overtime compensation.

Section 9. Officer in Charge (“OIC”) or Investigator in Charge (“IIC”)

Whenever a bargaining unit member is assigned to fulfill the responsibilities of a supervisor for a period of four (4) or more consecutive hours, his/her regular rate of pay shall be increased by five percent (5%) for all such hours.

- A. The City agrees that when assigning a Police Officer supervisory duties it shall designate the officer on-duty who is highest on the promotional list for Sergeant. If there is neither a promotional list nor an on-duty officer on the list, if a list exists, the City agrees to assign the most senior on-duty Field Training Officer as OIC.
- B. The City agrees that when assigning an Investigator or Detective supervisory duties it shall designate the senior Detective 1st Grade, the Investigator who is highest on the promotional list for Detective 1st Grade, or the senior Investigator (in that order) to that assignment. If there is neither a promotional list nor an on-duty Investigator on

the list, if a list exists, the City agrees to assign the most senior on-duty Detective 1st Grade or Investigator as the IIC.

ARTICLE 15

UNIFORMS

Section 1. The City will provide up to three (3) full uniforms per year and shoes every six (6) months on an as-need basis. The City will supply replacements for the parts of the uniform when replacement is appropriate, as determined by the Chief, and if adequate funds are available in the City Budget. The Detectives and other members of the bargaining unit assigned to plain clothes duty will receive, in lieu of uniforms, a total of \$1,600.00 a fiscal year, paid in \$400.00 installments at the end of each quarter and pro-rated as appropriate. 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 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.

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. Detectives and other 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 16

MEDICAL EXPENSES

Section 1. Members of the bargaining unit will be responsible for scheduling and completing a physical examination every other year beginning in October 2008. Physicals will be completed by a medical doctor (M.D. or D.O.) and will be conducted at the officer's expense not to exceed \$100.00. The City will not be responsible for expenses if they exceed \$100.00 and if this occurs, the physical exam and its expense will be a voluntary item for the bargaining unit member. The results of the physical will be reported to the City on a form approved by the City for such purpose.

Section 2. Any condition of disability resulting from Hepatitis, Acquired Immune Deficiency Syndrome (AIDS), Tuberculosis, Meningococcal Meningitis, or Herpes Simplex 1, established to have been occurred in the line of duty shall be covered the same as any other duty injury.

Section 3. The City shall provide an immunization schedule during the life of this Agreement for any member who wants to be immunized for Hepatitis-Type B. It is incumbent upon the bargaining unit member to notify the Department should they desire said immunization. Said immunization shall be administered by medically qualified personnel.

Section 4. The City shall bear the costs of lead testing for the Range Instructor(s).

Section 5. The City will provide for AIDS and Hepatitis screening in all instances where a member is exposed to situations/persons presenting a biological contamination threat. Results of these tests will be kept confidential.

ARTICLE 17

GROUP INSURANCE

Section 1. Medical Insurance

The City shall pay the total medical, hospitalization, and dental insurance premium for all bargaining unit members. The members will pay the full cost of medical, hospitalization and dental insurance for their dependents. Existing coverage levels and benefits shall remain in effect until at least September 30, 2008. However in the event the City can provide for alternative benefits options for employees then the health insurance coverage for the employee and their dependants may be amended from time to time. In this connection, should the employees' cost to provide dependent coverage for their dependents increase more than 15 % during any fiscal year, the City agrees to open this Article for the purpose of bargaining. The review and selection of insurance coverage shall be made on an annual basis by the City. To that end, the City will form an insurance advisory committee to be comprised of an equal number of non-represented members who are appointed by the City Manager and two members from each of the City's bargaining units. Bargaining unit representatives shall be designated by the PBA. The final decision regarding selection of insurers is reserved to the City, but the City shall strongly consider input and recommendations from the insurance advisory committee.

Section 2. Life Insurance

Members of the bargaining unit shall be covered by \$35,000 of group life insurance with the premium paid by the City.

Section 3. Dental Insurance

A group dental insurance program will be provided by the City and the City will pay the premium for employees and \$7.00 per month of the premium for family coverage.

Section 4. The City shall pay the premium for a Fifty Thousand Dollar (\$50,000.00) life insurance policy to all bargaining unit members at no expense to the employee. The policy shall bear a double indemnify provision for death occurring in the line of duty. This shall be in addition to any other benefits required by State or Federal law.

ARTICLE 18

LEAVES

Section 1. Annual Leave - Vacation

A. All employees will follow the following vacation schedule:

<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

B. Vacation requests may be submitted from 14 - 45 days in advance for vacation. In the event of conflicting requests for vacation dates, the senior member's request shall prevail if it was submitted thirty (30) days prior to the date or dates requested. Vacations of two (2) days or less may be made with twenty-four (24) hours advance

notice or less. All other requests submitted under 30 days shall be on a first come first serve basis regardless of seniority.

- C. Request for emergency vacation leave will considered individually by the Chief.

Section 2. Sick Leave

- A. Employees will earn ninety-six (96) hours of sick leave per year at the rate of eight (8) hours per month. The use of sick leave will be in accord with the Personnel Policy Manual and Police Department Rules and Regulations, as applicable. Each bargaining unit member covered by this Agreement is eligible to receive one (1) bonus day for continuous attendance at work at the completion of each calendar quarter that the bargaining unit member has not used sick time during the previous quarter, nor has been absent from work or on leave other than those leave categories recognized in this document. Bonus days shall be counted as vacation leave and subject to the provisions set forth for use of vacation.
- B. Employees who have more than one hundred twenty (120) hours of sick leave as of September 1, of the current contract year, may convert 50% of the excess over one hundred twenty (120) hours to a cash straight time payment not to exceed one hundred (100) hours in any fiscal year.
- C. Sharing Sick Leave
 - 1. It shall be the policy of the City to permit an employee to donate accrued sick

leave time to another employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time when that employee has exhausted all accrued sick leave and vacation leave.

(2) Extraordinary circumstances shall be defined as lengthy hospitalization, extended illness, or injury, of the member or the member's immediate family.

- D. Sick leave for medical appointments is permissible and should be scheduled at least 48 hours prior to the appointment when possible.
- E. No member shall be placed on restricted sick leave unless that member has had a counseling session, with at least a Watch Lieutenant (Lieutenant rank only). During that counseling session, the member will be informed of the reasons he or she is being considered for restricted sick leave. At that time, the member will be given an opportunity to explain the sick days taken. When a member is placed on restricted sick leave, the member will be notified in writing of that fact. A bargaining unit member placed on restricted sick leave shall be re-evaluated in six months. If not re-evaluated within ten working days after the six month period the bargaining unit member will be removed from restricted sick leave. No employee shall be subjected to "house calls" by supervisors or their designees unless they have been placed on formal restricted sick leave or a documented reason for the visit is produced on each and every occasion and forwarded up the chain of command.
- F. At the employee's option, the employee may convert excess sick leave time as

defined in accordance with this section to vacation time not to exceed forty (40) hours, to be transacted in the first month of the calendar year.

Section 3. Personal Time

A total of forty (40) hours for personal time per year will be allowed. Personal time will not be accumulated from year to year and will not be paid out upon termination of employment. No request for personal leave will be denied without a reasonable justification. Personal time is to be used in the same manner as vacation.

Section 4. Bereavement Days

Compassionate Leave: In the event of the death of the mother, father, foster parents, brother, sister, husband, wife, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law, grandparents of spouse and any permanent family member of the household, such employee shall be entitled to paid compassionate leave not to exceed three (3) consecutive shifts for any one death. However, if it is necessary for the employee to leave the State in connection with the internment of the deceased, five (5) consecutive shifts shall be allowed. Employees must verify attendance in writing, in order to be eligible for this article. The City Manager may grant additional leave under this section, except that such additional leave shall be debited against the employee's accrued sick or annual leave.

ARTICLE 19

HOLIDAYS

Section 1. Holidays will be as follows:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

Section 2. Holiday pay will be at 1.5 times regular pay for all members of the bargaining unit whether or not the holiday is worked.

Section 3. Holiday Conversion

- A. Under this Section a member may elect not to receive holiday pay as outlined in Section 2 above, but instead to have the equivalent straight time holiday hours added as a lump sum to their accrued vacation balance, (i.e. 110 hours for 4/10 employees and 88 hours for 5/8 employees and 126.5 hours for 3-4/11.5).
- B. Members who sign up for this section must do so between October 1st and October 31st of each contract year via memo to the Division Commander.
- C. Members exercising this option for conversion will be paid only straight time for the hours worked on the holiday.

- D. Members exercising this option may use a vacation day instead of working the holiday. The vacation hours will be paid at straight time.
- E. Members not assigned to work on the holiday will receive their normal weekly pay.
- F. Members leaving service with the Department or City who participated in the Holiday Conversion plan will owe the City for those holidays for which they were already compensated either through loss of vacation credits or deduction from funds due from the City.

Section 4. The City agrees that bargaining unit members' hours of work and/or work schedule shall not be altered to avoid the payment of holiday pay or hours.

ARTICLE 20

FUNERAL EXPENSES

Section 1. The City will make a payment of \$10,000.00 to the beneficiary of bargaining unit employees considered by law to have expired in the line of duty.

Section 2. All employees shall, on a form to be supplied by the Chief of Police or his authorized representative, designate by name and address, the individual to whom such funds are to be paid.

ARTICLE 21

EQUIPMENT MAINTENANCE & SAFETY

The City, as a management responsibility, will maintain vehicles and equipment in a safe condition and in accordance with law or ordinances.

Bargaining unit members accept the responsibility for checking vehicles prior to use and for completing City provided forms for any defects which are discovered.

Concerns about unsafe conditions will be brought to the attention of the immediate Supervisor who will make a judgment call concerning the need for immediate repair prior to use. If the bargaining unit member does not agree with the immediate Supervisor he/she may ask that the next level of supervision review his/her concern, and that Shift Commander will be the final judge on the safety of the equipment and the appropriate action to take at that time.

ARTICLE 22

TRAINING

Section 1. All training required of the officer by the Police Department when off duty will be compensated at time and one half, except for training or travel activities that are off-site and considered to be seminars, conferences, and special programs where expenses incurred are paid for by the City.

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 (3) opportunities to meet prescribed qualification standards. If the officer does not qualify in 3 attempts, he or she will be required to qualify on their own time and expense to remain eligible for employment as a law enforcement officer.

Section 3. College Tuition Reimbursement

- A. The City will provide for those members who attend colleges and/or universities an incentive of paid tuition and books based upon the grade received for that class. The member is to pay for the tuition and books and be reimbursed, at state college/university rates. Employees who were already in the college tuition reimbursement program as of April 1, 2005 who are attending private schools are grandfathered in at private school rates. Reimbursement rate percentages are as follows:

"A" equals 100% of tuition and books

"B" equals 100% of tuition and books

"C" equals 50% of tuition and books

College and/or university programs must be initially approved by the City Manager and must be a part of a program leading to an acceptable Associate, Bachelor or Master degree with a curriculum directly related to the Police profession.

The Chief will make a recommendation to the City Manager who will have final approval for the courses, degree program and payment.

- B. The City shall pay tuition and books reimbursement even if a course is not part of a program leading to a degree providing that the course is job related and approved by the City Manager prior to registration of said course.

Section 4. The City shall provide reimbursement for authorized expenses associated with training and special schools attended by the officer through approval of the Department.

ARTICLE 23

CAREER PATH PROGRAM

Section 1. The purpose of this program is to establish guidelines for a Career Path Program for police officers below the rank of Detective/Sergeant.

Section 2. The Career Path Program is designed to accomplish a three-fold purpose and is voluntary in nature:

- A. Recognize and reward the officer through his/her training and educational achievements.
- B. Provide a career development path for the rank of Police Officer.
- C. Promote long term dedicated employees by offering incentives, alternatives and guidelines.

Section 3. The Police Officer Skill Levels III, II, and I shall be as follows:

- A. Skill Level Three (III)
 - 1. Time in grade: new employee to five (5) years continuous service.
- B. Skill Level Two (II)
 - 1. Time in grade: 5 - 10 years continuous service
 - 2. Education Requirement (job related): 160 hours - Career Incentives or Training Courses
 - 3. Average or above average performance evaluation for the past two (2) years.
 - 4. Incentive pay increase -2%

C. Skill Level One (I)

1. Time in grade: 10 plus years continuous service
2. Educational Requirement: 400 hours - Career Incentives or Training Courses.
3. Average or above average performance evaluation for the past two (2) years.
4. Incentive pay increase - 3%

Section 4. A Police Officer will need to declare the Career Path Program; being either career path or career incentive (however, if maxed out on career incentive, can use/pursue career path). No college degree courses will be accepted when pursuing a college degree path. Education must be job related, and courses/training taken for credit must be on officer's own time (not City time).

Section 5. If a police officer who has received career path pay increases pursuant to this program is promoted, he or she is no longer eligible to receive career path pay increases, nor will career path pay increases received under this program be considered in establishing their new rate of pay.

Section 6. The Parties agree that the current Career Path Program shall be continued during the term of this Agreement and restricted to members currently participating in the program prior to October 1, 2007.

ARTICLE 24

PERSONNEL RECORDS

Section 1. Consistent with State law, the City agrees that upon request, a member shall have the right to inspect his or her own personnel records whenever or however kept. The member shall have the right to make duplicate copies of his or her own records at no expense. No record shall be hidden from a member's inspection and members shall have the right to allow anyone of his or her choosing to inspect the personnel records with written authorization. Members shall have the right to inspect any and all records used to evaluate, promote or in any other manner, classify or direct an employee.

Section 2. A personnel file for all City employees is maintained by the City Human Resource Department.

Section 3. Internal Affairs investigatory files will be maintained in accordance with Florida State Statutes.

ARTICLE 25

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 26

DISCIPLINE

Section 1. The Parties recognize that the interests of the community and job security of the bargaining unit members depend 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 Reprimand
- B. Suspension Without Pay
- C. Demotion
- D. Dismissal

Section 3. Any bargaining unit member who has been promoted consistent with and pursuant to Article 7 herein who, thereafter, is demoted shall be returned to the position and shift 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 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 bargaining unit member shall be subject to demotion, termination, or a suspension without pay of more than two (2) days without first being afforded the right to a pre-determination conference with the City Manager.

ARTICLE 27

GRIEVANCE AND ARBITRATION PROCEDURE

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

Section 2. Grievances concerning working 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.

STEP 1

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

STEP 2

If the Chief of Police replies and the aggrieved party or the PBA is dissatisfied, then the grievance may be submitted to the City Manager within ten (10) working days (Monday through Friday) of receipt of the Chief of Police's reply or when a reply was due, if none is submitted. The City Manager shall reply within ten (10) working days (Monday through Friday) of receipt of the grievance or dispute. If the City Manager shall fail to reply in writing, the grievance is presumed to be denied and the employee or an Association representative may move to the next step.

STEP 3

If the grievance has not been settled by Steps 1 and 2, the PBA or the City may refer it to arbitration within fifteen (15) working days (Monday through Friday) of receipt of the City Manager's reply or when a reply was due, if none is submitted. The PBA or the City will submit the matter to the Federal Mediation & Conciliation Service (FMCS) or the American Arbitration Association (AAA) for a list of nine (9) arbitrators from which one (1) shall be selected. The arbitrator's decision shall be in writing with a statement of findings and reasons. The decision of the arbitrator shall be final and binding on the Parties; provided that the arbitrator shall have no power to modify, amend, or alter this Agreement. The expense of the arbitrator shall be borne by the Parties.

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

Section 5. Expedited Arbitration

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

- (1) The selection of an arbitrator must be completed within fifteen (15) working days of receipt of an arbitrators panel provided by the FMCS. Failure to strike the arbitrators panel and select an arbitrator within fifteen (15) working days will result in the untimely Party's acceptance of the timely Party's selection of any arbitrator from the FMCS or AAA list provided.
- (2) After an arbitrator has been selected, the arbitration hearing shall be held no later than thirty (30) days thereafter, unless the arbitrator is unavailable within this thirty (30) day period.
- (3) Briefs, if any, must be filed with the arbitrator no later than thirty (30) days after the close of the Hearing or after receipt of the transcript, if a transcript is requested. By mutual agreement of the Parties, the transcript may be submitted to the arbitrator in lieu of briefs.
- (4) The arbitrator shall render an Award within thirty (30) days of receipt of the briefs, if any, or of the transcript if the Parties have agreed to submit the transcript in lieu of briefs.

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

Section 7. A probationary employee may not grieve any matter concerning assignment, or discharge for reasons of failure to meet performance standards.

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

Section 9. Whenever a grievance is general in nature, in that it applies to two (2) or more bargaining unit members, or if the grievance is directly between the PBA and the City, the grievance may be presented in writing directly at Step 2 of the Grievance Procedure within fifteen (15) working days of the occurrence or knowledge of the occurrence or matter giving rise to the grievance. The grievance shall be signed by the aggrieved bargaining unit members or a PBA representative on behalf of all aggrieved PBA members.

ARTICLE 28

RIGHTS OF BARGAINING UNIT MEMBERS UNDER INVESTIGATION

The City of Boynton Beach agrees that in the investigation of all bargaining unit members all rights articulated in Florida Statutes, Section 112.532 and Section 112.533 (as amended from time to time) will be observed and practiced. The PBA may post a copy of Sections 112.532 and 112.533, Florida Statutes on the bulletin boards referenced in Article 6.

ARTICLE 29

PAST PRACTICES

All employment practices listed below shall remain in effect:

- A. Locker room shower, gym.
- B. Shoes every six (6) months.
- C. Provide weapons, equipment, gear appropriate to assignment.
- D. Bullet proof vests.
- E. Jackets, raincoat, boots.
- F. Desk space, office supplies.
- G. Approved and required travel expenses.
- H. Use of City vehicles for court when available.
- I. Three (3) complete uniforms per year, as needed.

ARTICLE 30

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 31

DEPARTMENTAL POLICIES, RULES AND REGULATIONS

Section 1. It is agreed and understood that the Police Department currently has policies, rules and regulations governing employment. The formulation, amendment, revision and implementation of any rule shall not be arbitrary or capricious. In the event of a conflict between the rules and specified provisions of this Agreement, the Agreement shall control.

Section 2. In the event the City intends to amend or revise an existing rule or intends to implement any new rule, it shall give notice to the Union as required by law and this Agreement.

ARTICLE 32

POSTING

Vacancies in positions or assignments will be posted in-house no less than (30) thirty days before the application deadline for the position or assignment. Anyone applying for a posted position must meet the qualifications on the final day of posting; for example, while the applicant may not be eligible at the time his/her application is submitted, if the applicant will satisfy all of the qualifications by the final day of posting, the application shall be accepted and considered.

ARTICLE 33

COMPLETE AGREEMENT AND WAIVER CLAUSE

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 and the City's Personnel Police Manual and not under any Civil Service Rule/Regulation heretofore in existence.

ARTICLE 34

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 35

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, 2010 or the date upon which a successor Agreement is ratified, whichever is later. In the event a successor Agreement is not ratified by October 1, 2010, all of the provisions of this Agreement shall remain in full force and effect during the time intervening, including the periods during which the Parties are negotiating a successor Agreement and/or are engaged in impasse proceedings. Wage adjustments, including base wage, performance base pay, reduction and/or loss of assignment pay, are all retroactive to October 1, 2007.

ARTICLE 36

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 possible the number of vehicles sufficient to supply eligible Uniform Services Division members with marked take home cars.

Section 2. A Member is eligible for a take home vehicle if the Member has three (3) years of sworn service with the Department and resides within 20 miles of the City limits.

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. A member who lives beyond the 20 mile radius described in paragraph 2 above will be assigned a specific vehicle from the pool but may not take his/her car home.

ARTICLE 37

LONGEVITY PAY

Section 1. In order to provide benefit incentives to long-term employees, giving recognition for continuous and meritorious service, longevity benefits are available as outlined below. Employees eligible are those who:

- a) have been employed with the City on a regular full-time and continuous basis for a minimum of five (5) years; and,
- b) have an overall “Meets Standards” or above rating on the previous employee evaluation.

Employees will receive a cash Lump Sum Bonus as follows:

On the employee’s fifth (5th) anniversary a lump sum payment of \$500.00.

On the employee’s tenth (10th) anniversary a lump sum payment of \$1,000.00.

On the employee’s fifteenth (15th) anniversary a lump sum payment of \$1,500.00.

On the employee’s twentieth (20th) anniversary a lump sum payment of \$2,000.00.

On the employees twenty-fifth (25th) anniversary a lump sum payment of \$2500.00.

This 25th anniversary payment will be added in this year of the contract as a one-time agreement that if any employee who has surpassed their 25th year of service and is not enrolled in the DROP plan will receive this payment on October 1, 2007. All other employees will receive this payment upon their actual anniversary date.

Section 2. Any pay earned for Longevity Benefits is subject to required federal deductions.

Section 3. Benefits shall not be paid beyond termination payouts. Employees who terminate from City employment prior to their anniversary date will not be entitled to Section 1 benefits. Employees in the DROP plan are not eligible for longevity pay.

ARTICLE 38

ESTABLISHMENT OF DETECTIVE 1ST GRADE'S RANK

Effective October 1, 2007 the rank of Detective 1st Grade shall be established, and positions shall be filled in accordance with this Article. To be eligible for the rank of Detective 1st Grade a bargaining unit member must be a current officer with the Boynton Beach Police Department and at the time of testing must have served a minimum of 2 consecutive years with BBPD. The testing process will be determined by the Chief of Police and will be consistent with the SGT's and LT's promotional processes at the time. There will be a minimum of nine (9) Detective 1st Grade positions to be filled as they are made available through natural attrition. This will happen as follows: current Investigators leave their position voluntarily, are transferred, get promoted to Sgt, retire, terminate employment, etc, but shall not be forced out to make a vacancy for a promotion of someone to Detective 1st Grade. Once a vacancy occurs, the City shall promote someone off the current Detective 1st Grade's promotional list. This procedure shall be followed for the first nine (9) vacancies prior to making any new Investigators. The Detective Division shall consist of nine (9) Detectives 1st Grade; the remainder to be Investigators. The number of Detectives 1st Grade will be a minimum of nine (9) but may be increased at the discretion of the Chief of Police. A promotional list shall be established by the Chief of Police, consistent with other promotional lists, and shall be available no later than June 1, 2010. The list will be active until the next list is established; therefore, a constant pool of

eligible candidates shall exist. The Chief of Police shall use the rule of five (5) for this promotional process. Should someone currently occupy the position of Investigator and be on the current promotional list for Detective 1st Grade, he or she shall not be required to vacate their position to be promoted. Upon promotion to the rank of Detective 1st Grade, the subject bargaining unit member shall be placed in the Step Pay Plan for Detective 1st Grade as provided in Article 12. On October 1, 2007 the only member of the Boynton Beach Police Department to hold the rank of Detective 1st Grade will be Toby Athol. No other members will be eligible for the pay grade until which time they are promoted via the promotional process described above.

Agreed to this 25 day of OCTOBER 2007, by and between the respective Parties through the authorized representatives of the PBA and the City.

PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION

Witness

By: [Signature]
John Kazanjian, President

Witness

By: [Signature]
Gary Lippman, General Counsel

CITY OF BOYNTON BEACH

Witness

By: [Signature]
Mayor – Jerry Taylor

Witness



ATTEST:

[Signature]
Janet M. Prainito, CMC
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

[Signature]
City Manager

Ratified by City Commission

Ratified by Union

10-16-07
Date

10-15-07
Date

APPENDIX A

Example 1: Officer "G" was hired on 11-06-89 and will have completed 17 years of service as of 10-1-07. He will receive an adjustment to 66,800.00. On April 1st 2008 he will go to 67,802.00 as he will have completed 18 years of service. (once the max of ten years complete service is reached the officer will proceed along the last line of the scale as he/she will be maxed out for years of service) 10-1-08 he will go to 69,836.06, 4-1-09 he will go to 71,937.14, 10-1-09 he will go to 74,089.08, and 4-1-2010 he will go to 75,570.86. (this is assuming his pay per performance evaluations are satisfactory or better)

Example 2: Officer "L" was hired on 6-19-2000 and will completed 7 years of service as of 10-1-07. He will receive an adjustment to 60,200.00. On April 1st 2008 he will go to 61,103.00 as he will still have 7 years of completed service. On 10-1-08 he will go to 65,236.08, 4-1-09 he will go to 67,193.16, 10-1-09 he will go to 71,649.02 and 4-1-2010 he will go to 73,082.00. (this is assuming his pay per performance evaluations are satisfactory or better)

Example 3: This example will take an officer who was hired at some other rate and falls into the scale currently above the adjustment. There will be no pay cuts so they will be handled as follows. The employee will be placed into the next highest step to afford that employee a raise and they will remain in at that level/years of service throughout the pay plan/contract. This will occur in this example of Officer "H" who was hired on 8-23-04. His current years of service will be adjusted to the nearest higher step and make his adjustment to 55,800.00 on 10-1-07. He will continue through the plan with the following raises. On 4-1-08 he will go to 56,637.00, 10-1-08 he will go to 60,636.10, on 4-1-09 he will go to 62,455.18, 10-1-09 he will go to 66,768.90, and 4-1-2010 he will go to 68,104.28. (this is assuming his pay per performance evaluations are satisfactory or better)

Example 4. If Officer "J" was promoted on 6-1-08, his rate of pay would be 54,404.00 as he would be a patrolman with 4 years of complete service as of 6-1-08. He would receive a 10% increase to his base, making it 59,844.40. This would place him still below the starting SGT's salary of 67,497.50 as of 4-1-08. He would then be placed into the SGT's pay scale as a starting SGT as of 6-1-08 and that would be his date of hire or entry for calculations through his progression through the SGT's pay scale. He would then proceed through the SGT's scale as follows. 10-1-08 = 68,847.45, 4-1-09 = 70,224.40, 10-1-09 = 74,721.78, and 4-1-2010 = 76,216.21.

Example 5. In turn if Officer "D" gets promoted on 2-1-08 his current rate of pay at that moment would be 66,800.00 as an officer. A 10% increase to his base would bring his base

to 73,480.00, placing him between the two pay rates in the SGT's scale of 72,242.86 & 75,114.29. He would therefore be placed at the higher of the two, 75,114.29 upon promotion and enter the SGT's scale in STEP 3 on 2-1-08. The date of 2-1-08 would then be "D's" date of hire/entry into the SGT's scale and he would proceed through the contract as follows. On 4-1-08 = 76,241.00, 10-1-08 = 77,765.82, 4-1-09 = 82,353.39, 10-1-09 = 84,000.46, 4-1-2010 = 88,835.22

MEMORANDUM OF UNDERSTANDING

WHEREAS, THE CITY OF BOYNTON BEACH, FLORIDA (hereinafter referred to as "the CITY") and THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as "the PBA") entered into a Collective Bargaining Agreement ("CBA") for the term October 1, 2007 to September 30, 2010 which covers the bargaining unit comprised of Police Officers, and Police Detectives (PERC Certification 807); and

WHEREAS, during the term of the CBA the CITY requested and the PBA agreed to defer a bargained for October 1, 2009 wage increase until September 29, 2010. The parties agreement was memorialized in a Memorandum of Understanding ratified by the City on September 22, 2009; and

WHEREAS, the economic conditions that precipitated the wage deferral MOU have not subsided, thereby necessitating further extension of the wage freeze; and

WHEREAS, the CITY and the PBA have re-opened negotiations at the CITY's request; and

WHEREAS, the PBA has cooperatively agreed to the CITY'S proposal that the employee step and corresponding compensation levels be frozen at the September 30, 2009 level to address the CITY'S fiscal needs resulting from the current economic down turn.

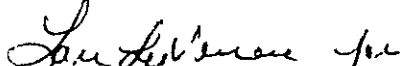
NOW, THEREFORE, the CITY and PBA agree:

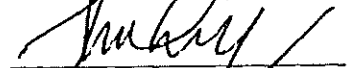
1. The October 1, 2009 Cost of Living Increase and April 1, 2010 Merit Raise increases referred to in Article 12, Wages of the CBA will not take effect. The increases set forth in the Collective Bargaining Agreement are not deferred, but eliminated.
2. All bargaining unit employees' step and rate of pay are frozen for the period from October 1, 2009 until otherwise negotiated by the CITY and the PBA for fiscal year 2010/2011 & 2011/2012.
3. All wages, hours, terms and conditions of employment currently in effect and as modified by this MOU, shall continue in full force and effect until September 30, 2012 or until a successor Agreement is ratified whichever is later. The CITY and the PBA agree to resume negotiation in April 2012.
4. The City may modify the City's insurance plan (medical, dental) for cost control purposes during the term of this Agreement without the requirement of pre-implementation or impact bargaining. Increases to employee out of pocket expense for dependant coverage costs (premiums, co-pays, deductible levels, etc.) will be paid by the employee as long as the cost increase remains less than 15%. Should the cost of dependent coverage increase 15%, the agreement for Insurance will be reopened for collective bargaining for this article only. Should dependent coverage costs increase by more than 15%, the additional amount of the increase shall be divided equally between the City and the employee. The City will continue to pay the employee share of the City's insurance plan (medical, dental) until a successor Agreement is ratified as outlined in Paragraph 3 of this MOU.
5. That this Memorandum of Understanding shall be effective upon ratification by the Parties; and,
6. That the Parties have full legal authority to enter into this Memorandum of Understanding.

-----Signature page follows-----


IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives.


FOR THE CITY


Kurt Bressner, City Manager


James Cherof, City Attorney
as to form

FOR THE PBA


John Kazanjian, President


Gary Lippman, General Counsel

Ratified by the City Commission on 09-27, 2010

Ratified by the PBA Bargaining Unit on _____, 2010.