

**AGREEMENT**  
**BETWEEN**  
**CITY OF BOYNTON BEACH, FLORIDA**  
**AND**  
**POLICE LIEUTENANTS**  
**PALM BEACH COUNTY**  
**POLICE BENEVOLENT ASSOCIATION**

**OCTOBER 1, 2007 – SEPTEMBER 30, 2010**

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## **PREAMBLE**

This Agreement is entered into by the City of Boynton Beach, Florida, hereinafter referred to as the "City" and the Palm Beach County Police Benevolent Association, 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 1**

**RECOGNITION**

Section 1. The City of Boynton Beach hereby recognizes the PBA as the exclusive collective bargaining agent with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit.

Section 2. The bargaining unit for which this recognition is accorded is as defined in the certification granted by the Public Employees Relations Commission and comprises all full-time police lieutenants. Excluded are all other employees of the City.

Section 3. 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 2

### NO STRIKE OR LOCK-OUT

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

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

Section 3. Each Lieutenant who holds a position with the City occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in Florida Statutes 447.505 and the Constitution of the State of Florida, Article 1, Section 6. Accordingly, the Union, its officers, stewards and others responsible to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility in the event of breach of this Article or the law by

other employees violating this Article or the law to return to work, and to disavow the strike publicly.

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

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

The City will not interfere with the rights of officers to become members of the PBA, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any officer because of membership or because of any activity in any official capacity on behalf of the PBA. The PBA shall not discriminate against any bargaining unit member who fails to join the PBA, as provided by law.

The 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 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**

### **PBA REPRESENTATION**

Section 1. Neither Party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other Party.

Section 2. The City shall recognize elected PBA representative for the purposes of bargaining and any bargaining team members shall be permitted to attend bargaining sessions which may occur during their regular tours of duty without any loss of pay. The City shall not be required to provide overtime to any employee attending negotiations.

Section 3. The Parties agree that the PBA may establish a system of Representatives for the bargaining unit. Representatives on duty shall be permitted reasonable release time with pay upon approval of the division commander for the purpose of processing any individual grievance or assisting employees at investigatory or disciplinary interviews.

Section 4. When acting in their capacity as PBA representatives within the Department and not on behalf of themselves, employees shall not be obligated to observe the departmental chain of command. A representative may not refer an issue outside of the department without first presenting it to a senior staff officer. This shall not relieve employees from observing the departmental chain of command except for receiving approval of release time with regard to their duty-related activities, notwithstanding their position as a PBA representative.

## **ARTICLE 6**

### **BULLETIN BOARDS AND RECORDS REQUESTS**

Section 1. The PBA shall be provided with the use of a Lieutenant's PBA bulletin board space at one (1) location in the police building.

Section 2. The PBA agrees that it shall use the space on the bulletin boards only for the purposes of posting notices of PBA meetings; notices and results of PBA elections; reports of PBA committees; rulings or policies of the PBA; recreational and social affairs of the PBA, and notices by public bodies.

Section 3. The City agrees to furnish to the PBA president or designee, upon request at City cost, documents such as agendas, minutes, financial reports, etc., of the retirement fund, City Commission, and any other body of the City whose activities may impact on terms and conditions of employment of bargaining unit members. Access to any other records shall be governed by Florida Statutes, Chapter 119.

**ARTICLE 7**

**RIGHTS OF LIEUTENANTS 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 8**

**LEGAL BENEFIT**

Section 1. The City agrees to abide by the provisions of Florida Statutes Sections 111.065, 111.07 and 768.28, in providing a legal defense or reimbursement for legal services to employees charged in criminal or civil actions arising out of the course and scope of their employment; provided, however, that the City shall not be required to pay a judgment when it has been established that the employee was engaged in conduct outside the scope of his/her employment.

## 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**

### **DISCIPLINE**

Section 1. No employee shall be subject to demotion, termination, or a suspension without pay of two days or more without first being afforded the right to a predetermination conference with the City Manager

Section 2. The Parties recognize that the interests of the community and job security of the bargaining unit members depends upon the City's success in providing proper and efficient services to the community. To this end, the City and the PBA encourage to the fullest degree, behavior which is positive and supportive of the goals of effective municipal management and public safety. The Parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

Section 3. 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.

Section 4. Any bargaining unit member who has been promoted 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 sworn seniority 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.

**ARTICLE 11**

**SUBCONTRACTING**

There shall be no subcontracting for the life of this Agreement.

**ARTICLE 12**

**RATE OF PAY**

Section 1.

		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	\$90,000.00	\$92,700.00	\$95,481.00	\$98,345.43	\$101,295.79	\$104,334.67	\$107,464.71
<b>L</b>	Step 1	\$93,000.00	\$95,790.00	\$98,663.70	\$101,623.61	\$104,672.32	\$107,812.49	\$111,046.86
<b>T</b>	Step 2	\$96,000.00	\$98,880.00	\$101,846.40	\$104,901.79	\$108,048.85	\$111,290.31	\$114,629.02
<b>S</b>	Step 3	\$99,000.00	\$101,970.00	\$105,029.10	\$108,179.97	\$111,425.37	\$114,768.13	\$118,211.18
	Step 4	\$102,000.00	\$105,060.00	\$108,211.80	\$111,458.15	\$114,801.90	\$118,245.96	\$121,793.33
	Step 5	\$105,000.00	\$108,150.00	\$111,394.50	\$114,736.34	\$118,178.43	\$121,723.78	\$125,375.49

Section 2.

The pay plan will be implemented as follows starting on Oct 1 2007. Each LT's current base wage will be adjusted according to the column labeled adjustment. The "step" they fall into will be determined by how many years in ranked they have completed as of Oct 1 2007. Thus if a LT has completed 3 years in rank as a LT he/she will be adjusted to STEP 3 starting pay and continue through the plan using their date or promotion as opposed to date of hire to determine when a year has been completed. The pay plan is based on COLA raises on Oct 1<sup>st</sup> 2007, 2008 & 2009, as well as a pay-per-performance raises on April 1<sup>st</sup> 2008, 2009, 2010. The LT's will remain in an exempt status and the rates of pay reflect salary as opposed to an hourly rate. Currently LTs' Chapman and Lanier fall above the Step for their yrs in rank so they will be adjusted to the appropriate step so they realize a raise and get credit for their time in service with

the city. LTs' Chapman and Lanier will be placed into Step 4 to begin the plan on October 1 2007. Therefore the raises will proceed as follows: LT's Harris and Katz will be brought to STEP 3 on Oct 1 2007 and will receive a COLA raise bringing them to 101,970.00. They will then proceed through the plan as follows, April-1-2008 = 105,029.10, October-1-2008 = 111,458.18, April-1-2009 = 114,801.90, October-1-2009 = 121,723.78, and April-1-2010 = 125,375.49. Lt's Chapman and Lanier will be brought to STEP 4 on Oct 1 2007 and receive a COLA raise bring them to 105,060.00. They will then proceed through the plan as follows, April-1-2008 = 111,394.50, October-1-2008 = 114,736.34, April-1-2009 = 118,178.43, October-1-2009 = 121,723.78, and April-1-2010 = 125,375.49. Lt Lillie will be brought to STEP 1 on Oct 1 2007 and receive a COLA raise bring her to 95,790.00. She will then proceed through the plan as follows, April-1-2008 = 101,846.40, October-1-2008 = 104,901.79 April-1-2009 = 111,425.37, October-1-2009 = 114,768.13, and April-1-2010 = 121,793.33. Lt's Steele and Deale will be brought to LT's starting pay on Oct 1 2007 and receive a COLA raise bring them to 92,700.00. They will then proceed through the plan as follows, April-1-2008 = 98,663.70, October-1-2008 = 101,623.61, April-1-2009 = 108,048.85, October-1-2009 = 111,290.31, and April-1-2010 = 118,211.18.

See Appendix "A" for Examples 1 and 2

Section 3. 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 conclude 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 a 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 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**

### **WORKERS COMPENSATION AND DUTY DISABILITY**

Section 1. A bargaining unit member covered by Florida Statute, Chapter 440, Workers' Compensation, and in accordance with provisions set forth hereunder, shall be authorized to be absent from work due to injury or illness incurred while on duty, and directly related to work performed, until he or she reaches maximum medical improvement or two (2) years, whichever comes first.

Section 2. Sworn bargaining unit members who sustain a serious injury on-duty while in fresh pursuit (as defined in §112.19(d), Florida Statutes (2003)) or in the apprehension of a violent person, or who sustain a serious injury while engaged in law enforcement activities will receive a supplement to their workers' compensation that will provide 100% of their base salary for up to one hundred eighty (180) calendar days.

Section 3. Bargaining unit members absent from work due to injury or illness unrelated to the performance of duty, shall have twelve (12) months to return to full duty.

**ARTICLE**

**CALL-BACK PAY**

Section 1. The Union and City agree that each Bargaining Unit member is an exempt status employee under FLSA, not eligible for overtime payments

Section 2. Employees will be called back to duty on the basis of seniority in the rank of lieutenant.

## **ARTICLE 15**

### **BEREAVEMENT LEAVE**

Section 1. In the event of the death of the parent, foster parent, sibling, spouse, child, grandparent, grandchild, mother or father-in-law, sister or brother-in-law, grandparents of spouse, domestic life partner, and any permanent family member of the household such employee shall be entitled to paid compassionate leave not to exceed three (3) consecutive working calendar days for any one death. However, if it is necessary for the employee to leave the State of Florida in connection with the funeral of the deceased, five (5) consecutive working days compassionate leave shall be allowed. Additional leave may be authorized by the Chief or his/her designee on a case-by-case basis, except that such additional leave shall be debited against the employee's accrued sick or annual leave.

Section 2. Employees must verify, in writing, attendance at an out-of-state funeral in writing in order to be eligible for benefits under this Article. The City Manager may grant additional leave under this Section.

## **ARTICLE 16**

### **SICK LEAVE**

Section 1. Sick leave is earned and accrued on an hourly basis. Employees shall earn ninety-six (96) hours of sick leave per year at the rate of eight (8) hours per month. Use of sick leave will be charged against a member's bank of accrued time on an hour for hour basis. The use of sick leave shall be in accordance with the City of Boynton Beach Personnel Policy Manual. Upon retirement or separation of service with the City of Boynton Beach, all accrued sick leave will be paid out at the rate of 50%.

Section 2. Employees who have more than one-hundred-twenty (120) hours of sick leave as of October 1, of any contract year, may convert 50% of the excess over one hundred twenty (120) hours to a cash straight time payment not to exceed one hundred (100) hours in the contract year. Those hours over one hundred twenty (120) hours not converted in this contract year may be converted in the next contract year.

Section 3. It shall be the policy of the City to permit an employee to donate accrued sick leave time to another employee, provided the contributing employee has at least 120 hours accrued sick leave, 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 annual leave. Extraordinary circumstances shall be defined as lengthy hospitalization, extended illness, or injury of the member or the member's immediate family.

Section 4. Sick leave use for medical appointments is permissible and should be scheduled at least 48 hours prior to the appointment when possible.

Section 5. No member shall be placed on restricted sick leave prior to being counseled by the Division Commander informing the member of the reasons and allowing them an opportunity to explain the situation. If after counseling a problem continues, the member will be notified in writing and placed on restricted sick leave. A member will be on restricted sick leave for a period of six (6) months. At the end of six months, the member will be advised in writing if the Department intends on extending the restricted sick leave.

Section 6. At the employee's option, provided the contributing employee has at least 120 hours of accrued sick leave, the employee may convert sick time to vacation time not to exceed forty (40) hours, to be transacted on the first month of the calendar year.

Section 7. Each bargaining unit member covered by this Agreement is eligible to receive 1 shift of hours of additional leave for continuous attendance at work at the completion of each calendar quarter that the bargaining unit member has not used sick leave during the previous quarter, nor has been absent from work or on leave, other than those paid 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.

**ARTICLE 17**

**VACATION**

Section 1. Vacation shall be accrued in accordance with the Personnel Policy Manual, as follows:

<u>Years of Service</u>	<u>Vacation Hours Per Year</u>
1	96
2 - 3	120
4	128
5	136
6	144
7	152
8	160
9	168
10 - 15	176
16 – 20	192
21 and above	200

Employees may accrue vacation leave to a maximum of the level earned in the most recent two employment years. However, any amount over the allowable maximum that has not been used during that fiscal year (October 1 – September 30) will be forfeited as of September 30.

Section 2. Seniority will prevail in the granting of vacations.

Section 3. Vacation requests may be submitted from forty-eight (48) hours to thirty (30) days in advance. In the event of conflicting requests for vacation dates, the senior member's request shall prevail if it was submitted twenty-one (21) days prior to the date or dates requested. Vacations of three (3) days or less may be made within twenty-four (24) hours advance notice, provided that the City incurs no overtime in the granting of such request.

Those members scheduled to work an 11.5-hour shift who are granted vacation, shall only have their vacation accrual charged a maximum of 8-hours for the day.

Section 4. Requests for emergency vacation leave shall be individually considered by the Chief of Police.

Section 5. Management reserves the right to approve or deny vacation leave based upon the operational needs of the department. Vacation privileges shall not be suspended or canceled except as specifically set forth in this Agreement or in time of declared emergency, as defined in this Agreement. The exercise of management's rights under this Section shall not be arbitrary or capricious.

Section 6. All Lieutenants shall receive, in addition to the existing vacation accruals, - 80 hours of personal time per contract year. The 80 hours of personal time per contract year are not accruable and must be used within each contract year.

Those members scheduled to work an 11.5-hour shift who are granted personal time, shall only have their personal time accrual charged 8-hours for the day, only when personal time is taken in 8 hour increments.

## **ARTICLE 18**

### **HOLIDAYS**

**Section 1.** Holidays will be defined as the below dates:

1. New Year's Day
2. Martin Luther King Jr., Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Eve
11. Christmas Day

**Section 2.** Members of the Bargaining Unit not assigned to road patrol shall not work on Holidays, unless an emergency situation is declared by the City Manager or his/her designee or in cases where the Chief of Police or on-call Staff Duty Officer determines that the presence of a Lieutenant is required for a specific function or investigation. If a Lieutenant is assigned to road patrol he/she has the option to either work the scheduled holiday, in which case he/she shall be paid the holiday pay plus straight time. If he/she elects not to work the holiday a Sgt. will fill

that position. A Lieutenant who is assigned to road patrol who is scheduled off on a holiday may take a substitute day off during the same pay period .provided that it does not incur overtime. If it cannot be accommodated during that pay period, without incurring overtime, the member may take it in the following pay period with approval of the Police Chief.

**ARTICLE 19**

**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 20**

### **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 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 21**

### **UNIFORMS**

Section 1. The City will supply those parts of the uniform that the City requires police lieutenants to wear on duty. The City will supply replacements for the parts of the uniform when replacement is appropriate, as determined by the Chief of Police, and if adequate funds are available in the City's budget.

Section 2. Effective on the date of this Agreement, lieutenants who are members of the bargaining unit and assigned to plain clothes duty will receive \$1,600 per contract year, paid in \$400 installments at the end of each quarter and pro-rated as appropriate when assigned during each quarter to plain clothes duty. Lieutenants not assigned to plain clothes will receive a \$1,000 clothing allowance per contract year, paid in equal quarterly installments at the end of each quarter and pro-rated as appropriate. The City will replace civilian clothes of lieutenants purchased with the annual allowance when such clothes are damaged in the line of duty. The City will replace civilian clothes to uniformed officers assigned to plain clothes duty when the clothes are damaged in the line of duty. The replacement will require the approval of the Chief of Police. The Lieutenant 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. This allowance shall commence from the date of assignment on a pro-rate basis.

Section 3. Lieutenants assigned to plain clothes duty for more than three (3) months at a time will receive clothing allowance in accordance with the above for the three (3) months and pro-rated thereafter.

Section 4. The City will bear the cost of cleaning ten (10) issued uniform pieces per week for the contract year. The City shall designate the only approved dry cleaning establishment in the City. Lieutenants assigned to plain clothes duty will be given a cash cleaning supplement reasonably equivalent to that of the uniformed Lieutenant. 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.

Section 5. Lieutenants assigned to plain clothes duty for more than three (3) months at a time will, for that three months period, be given a cash cleaning supplement equivalent to that given lieutenants and pro-rated thereafter. These payments for lieutenants assigned to plain clothes duty will substitute for the normal cleaning allowance for lieutenants.

**ARTICLE 22**

**TRAINING**

Section 1. The Police Chief will decide on the Department's training program according to his judgment of the needs and requirements and potential for each member of the Department.

## **ARTICLE 23**

### **PERSONNEL RECORDS**

Section 1. All personnel records shall be maintained within the limits of and in accordance with the provisions of the Public Records Law.

Section 2. 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 to the bargaining unit member. 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 within the provisions of the Public Records Law.

Section 3. A personnel file for all City employees is maintained by the City Human Resource Department. The City will purge these files of disciplinary actions in accord with the appropriate Florida State Statute. The purging will take place when the Human Resources Department notes that it is time for a record to be purged or when an employee, in writing brings the matter to the attention of the Human Resources Director. An employee may request, in writing, that specific items be added to his/her Personnel file.

Section 4. All citizen complaint files and Internal Affairs investigations will be governed by Florida State Statutes and the Public Record destruction guidelines.

Section 5. A 24 hour notice must be given to the bargaining unit member if any person requests a copy or review of the members' personnel file. E-mail to the bargaining unit member shall constitute notice.

## **ARTICLE 24**

### **SHIFT SELECTION**

Section 1. The Department shall have the discretion to determine the number of persons assigned to each shift and division within the Department. The City reserves the right to assign Lieutenants to a particular division within the Police Department.

Section 2. The City may designate the number of slots assigned to each Uniformed Services Division shift. Thereafter the employees shall choose slots by seniority. The Department shall have discretion to change the probationary lieutenant for training purposes. The right to select a shift shall not apply to probationary lieutenants.

## **ARTICLE 25**

### **SENIORITY**

Section 1. Seniority shall be computed from the date of promotion. If two (2) lieutenants have the same date of promotion, the date of initial promotion to the rank of Sergeant shall be the determining factor.

Section 2. Seniority shall accumulate during all authorized leaves.

Section 3. Seniority shall be the determining factor for the selection of vacations.

Section 4. The City shall have the right to determine the number of lieutenants assigned to each division and each shift.

Section 5. For lay-offs and other non-disciplinary reductions in personnel, Police Lieutenants will displace lower ranking officers in the event that the department is required to lay-off personnel. An example would be: if a police lieutenant's position is to be abolished, the incumbent with the least seniority in the position of lieutenant would displace a Police Sergeant, who would displace a Police Detective, who would displace a Police Officer, who would displace any probationary or provisional or temporary, or be separated as the case may require.

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

Section 7. 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 26**

### **TRANSFERS AND SHIFT CHANGES**

Section 1. No member shall be transferred nor have his/her shift or schedule involuntarily changed, including days off, without reasonable notice, except in time of emergency, as declared by the City Manager or his/her designee, or for operational necessity as determined by the Chief of Police.

Section 2. Members may request to exchange shifts, provided that the exchange is approved. Such approval shall not be unreasonably withheld.

## **ARTICLE 27**

### **GROUP INSURANCE**

Section 1. The City shall provide and 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.

#### Section 2. 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 dependents may be amended from time to time. In this connection, should the employees' cost to provide dependant coverage for their dependants increase more than 15% during any fiscal year, the City agrees to open this Article for the purposes 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 3. Life Insurance

Members of the bargaining unit shall be covered by \$50,000 of group life insurance with the premium paid by the City.

Section 4. 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.

## **ARTICLE 28**

### **TUITION REIMBURSEMENT**

Section 1. 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 Associates, 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.

Section 2. 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 3. The City shall provide reimbursement for authorized expenses associated with training and special schools attended by the officer through approval of the Department.

**ARTICLE 29**

**OFF-DUTY POLICE EMPLOYMENT**

Section 1. Off-duty police employment shall be defined as any police-related duty that is performed or administered by a sworn employee which is paid for by a private entity, through the City of Boynton Beach.

Section 2. When City facilities are used by other agencies or persons, any desired security arrangements shall be at the option of the user. If the user and/or the City determines that certified police officers are to be required at any public event, only Boynton Beach Police Department personnel shall be used.

## **ARTICLE 30**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

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.

- A. The selection of an arbitrator must be completed within fifteen (15) working days of receipt of an arbitrators panel provided by the FMCS or AAA. 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.
- B. 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.
- C. 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.

- D. 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. 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 8. 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 31**

**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 32**

### **PERSONAL AND DEPARTMENTAL 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.

Section 3. Bargaining Unit members shall be assigned City vehicles for use on and off duty.

Section 4. If a Bargaining Unit member is not involved in a “Chargeable” accident for 12 months, the member will get a bonus on their anniversary equivalent to one (1) day’s pay.

## **ARTICLE 33**

### **PROMOTIONS**

Section 1. Qualifications for a bargaining unit member are: those who have completed three (3) years of continuous or bridged service as a Sergeant with Boynton Beach Police Department. Current bargaining unit members are eligible for appointment to the next highest rank in the department. Additional criteria for evaluation and appointment shall be established by the Police Chief with the assistance of the Human Resources Department and the PBA. All promotional opportunities will be posted for a period of thirty (30) days before closing.

Section 2. All Lieutenant's shall serve a one year probation from the date of appointment. During a Lieutenant's probationary period a Lieutenant is subject to removal from appointment, without statement of cause. A promoted Lieutenant removed from her/his position during probation, shall be reassigned to the position that they were promoted from.

## **ARTICLE 34**

### **SAVINGS CLAUSE**

Section 1. If any Article or section of this Agreement should be determined by a court of competent jurisdiction to be in conflict with any existing or subsequently enacted legislation or judicial decision, all other Articles and sections of this Agreement shall remain in full force and effect with it being presumed to be the intent of the parties that the invalid language be stricken.

Section 2. In the event of such a determination, the parties shall meet within thirty (30) days for the purpose of negotiating a substitute provision.

Section 3. There is no past practice regarding wages, benefits or conditions of employment that is binding on the parties except as set forth in this collective bargaining agreement.

**ARTICLE 35**

**TEMPORARY ASSIGNMENT**

Section 1. Lieutenants acting in the capacity of Senior Staff Officer shall be paid seven percent (7%) above the Lieutenant's regular rate of pay during the time assigned as Senior Staff Officer.

**ARTICLE 36**

**CHEMICAL TESTING**

Section 1. Drug and alcohol testing may be conducted on either a reasonable suspicion basis or at random. Standards for testing and retesting will be as set forth in Florida Statutes, Florida Administrative Code and the City's Drug Free Workplace Policy.

**ARTICLE 37**

**ENTIRE AGREEMENT**

The Parties agree that this Agreement constitutes the full and complete understanding of the Parties.

This Agreement can not be changed or altered unless by mutual written agreement.

## **ARTICLE 38**

### **DURATION OF AGREEMENT**

Section 1. 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 engaged in impasse proceedings, if any. Wage adjustments, including base wage, performance base pay, reduction and/or loss of assignment pay, are all retroactive to October 1, 2007.

**ARTICLE 39**

**REOPENER**

Section 1. In the event the City determines that classification of the Members as exempt status employees cannot be legally sustained, the Parties on written request by the City shall reopen negotiations of this Collective bargaining Agreement.

## **ARTICLE 40**

### **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 (5<sup>th</sup>) anniversary a lump sum payment of \$500.00.

On the employee's tenth (10<sup>th</sup>) anniversary a lump sum payment of \$1,000.00

On the employee's fifteenth (15<sup>th</sup>) anniversary a lump sum payment of \$1,500.00

On the employee's twentieth (20<sup>th</sup>) anniversary a lump sum payment of \$2,000.00

On the employee's twenty-fifth (25<sup>th</sup>) anniversary a lump sum payment of \$2500.00

This 25<sup>th</sup> anniversary payment will be added in this year of the contract so as a one time agreement that if any employee who has surpassed their 25<sup>th</sup> 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.

**Section 4.** The longevity benefit set forth in this Article takes effect October 1, 2004.

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

POLICE LIEUTENANTS  
POLICE BENEVOLENT ASSOCIATION

\_\_\_\_\_  
Witness

BY: [Signature]  
John Kazanjian, President

\_\_\_\_\_  
Witness

BY: [Signature]  
Gary Lippman, General Counsel

CITY OF BOYNTON BEACH

C. Cherry-Huberman  
Witness

BY: [Signature]  
Mayor - Jerry Taylor

[Signature]  
Witness

ATTEST:

[Signature]  
Janet M. Prainito, CMC  
City Clerk

APPROVED AS TO FORM  
AND CORRECTNESS:

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

[Signature]  
Kurt Bressner  
City Manager

Ratified by City Commission

Ratified by Union Members

10-16-07  
Date

10-15-07  
Date

## Appendix "A"

Examples of SGT's being promoted to LT and how the scale would work are as follows:

Example 1: If a SGT is promoted to the rank of LT it will occur as follows. A promotion will consist of a 10% increase to the SGT's current rate of pay. This will increase the SGT's rate of pay to a number that will inevitably fall between two steps of the LT's plan's designated pay rates for that date. The new LT will then be placed into the higher of the two rates and will now become a salaried exempt employee and follow the LT's pay scale through the contract or time in that rank. If this 10% increase results in that SGT not obtaining the "starting" pay for LT on that date he/she will be brought up to the starting rate of a LT. In turn should a demotion occur from the rank of LT to the rank of SGT or from the rank of SGT to either Detective or Patrolman the employee would lose 10% of their base wage. This will then again place them between two rates of pay in the appropriate scale they are entering and they will be placed into the higher of the two rates. Should a 10% decrease result in that employee being over the max of the rank they are going back into, they will go to the max pay rate for that rank at that date in the plan.

Example 2: If SGT "B" were to get promoted to LT on 6-1-08 it would go as follows. On 6-1-08 SGT "B's" base would be 76,241.00 so a 10% increase would take him to 83,865.10. This wage would not meet or exceed the min starting LT's pay for that date so he would be brought to 95,481.00 and become a salaried employee at that point. He would then proceed through the LT's scale using 6-1-08 as his promotion date to calculate his progression through the steps and years completed as a LT. Therefore on 10-1-08 he would go to 98,345.43, April-1-2009 = 101,295.79, October-1-2009 = 107,812.49, and April-1-2010 = 111,046.86.

## 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 Lieutenants (PERC Certification 895); 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.

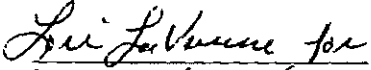
NOW, THEREFORE, the CITY and PBA agree:

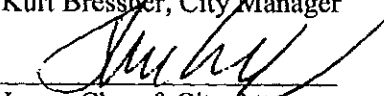
1. The October 1, 2009 Cost of Living Increase and April 1, 2010 Merit Raise increases referred to in Article 12, Wages of the CBA will not take effect. The increases set forth in the Collective Bargaining Agreement are not deferred, but eliminated.
2. All bargaining unit employees' step and rate of 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

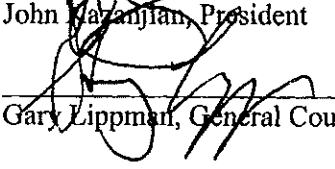
  
Kurt Bressner, City Manager

  
James Cherof, City Attorney

*as to form*

FOR THE PBA

  
John Nazanjian, President

  
Gary Lippman, General Counsel

Ratified by the City Commission on 09-27, 2010

Ratified by the PBA Bargaining Unit on \_\_\_\_\_, 2010.