

AGREEMENT

BETWEEN

THE CITY OF GREENACRES

AND

PALM BEACH COUNTY

POLICE BENEVOLENT ASSOCIATION

October 1, 2010 – September 30, 2013

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Attachment: Year 2 Salary Schedule

**ARTICLE 1
PREAMBLE**

This Agreement is entered in this 1st day of October, 2010 by and between Greenacres, Florida hereinafter referred to as the "City" and the Palm Beach County Police Benevolent Association, hereinafter referred to as the "PBA." It is the purpose of this Agreement to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours and other conditions of employment.

ARTICLE 2 RECOGNITION

Section 1

The City hereby recognizes the Palm Beach County Police Benevolent Association Inc. as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and 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 Certificate Number 1236 granted by the Public Employees Relations Commission on January 4, 1999, comprised of all regular and probationary police officers, sergeants, paramedics, emergency medical technicians, driver/medics, paramedic lieutenants, communications supervisor, fire marshal, public safety dispatchers, and public safety aides employed by the City. Director, assistant directors, captains, Lieutenants, administrative secretary, secretary, clerk typist, records custodian, property clerk, records clerk and all other employees of the City of Greenacres are excluded from the bargaining unit.

Section 3

The City shall send notices and communications with respect to changes to bargaining unit members' wages, hours, and terms and conditions of employment to:

Palm Beach County Police Benevolent Association, Inc.
Attn: General Counsel
2100 N. Florida Mango Road
West Palm Beach, FL 33409

ARTICLE 3 NON-DISCRIMINATION

Section 1

There shall be no discrimination against any employee covered by this Agreement solely because of race, creed, religion, color, national origin, sex, marital status, age, disability, sexual orientation or any other classification protected by law.

Section 2

There shall be no discrimination against any employee covered by this Agreement solely because of PBA activities protected by F.S. 447, membership, non-membership or office held in the PBA.

Section 3

The City and the union oppose discrimination on the basis of age, race, creed, religion, color, national origin, sex, disability, sexual orientation, marital status, age and other classifications protected by Law. However the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

**ARTICLE 4
DUES DEDUCTION**

Section 1

Upon receipt of a lawfully executed written authorization from a bargaining unit member, the City agrees to deduct the current regular association dues once each month and remit such deductions to the treasurer of the PBA within fifteen (15) working days from the date of deduction. The PBA will notify the City, in writing, thirty (30) days prior to any change in the regular PBA dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for association dues.

Section 2

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the City's finance director with a copy to the association.

Section 3

The City may deduct \$100 for each change in dues deduction after one change each fiscal year.

Section 4

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

AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

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

Date:
Name:
Address:
Signature:

INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the City of Greenacres to stop deducting from my wages each month the current regular monthly PBA dues of the Palm Beach County Police Benevolent Association. A copy of this revocation has been forwarded to the treasurer of the PBA.

Date:

Name:

Address:

Signature:

ARTICLE 5 MANAGEMENT RIGHTS

The PBA agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects, provided that the exercise of such right does not have the practical effect of violating specific terms of the Agreement. The rights of the City shall include but not be limited to the following:

1. To determine the organization of City Government.
2. To determine the purpose of each of its constituent departments.
3. To exercise control and discretion over the organization and efficiency of the operations of the City.
4. To maintain the sufficiency of the operations of the City and to set standards for service to be offered to the public.
5. To manage and direct the employees of the City, including the right to assign work and overtime, and to establish, modify, or change rules and regulations applicable to employees covered by this Agreement.
6. To hire, examine, classify (subject to language in this agreement), promote, train, transfer, assign, and schedule employees in positions with the City.
7. To suspend, demote, discharge, or take other disciplinary action and impose sanctions for cause.
8. To increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duty because of lack of work, lack of funds, or any other reason not prohibited by Law.
9. To determine and establish internal security practices, including the right to search all areas of City property (e.g. lockers, computers) and personal effects based upon reasonable suspicion.
10. To determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased and the right to contract and subcontract existing and future work.
11. To determine the number of employees to be employed by the City.
12. To establish, change, or modify the number, types, and the grades of positions or employees assigned to an organization, department or division thereof, or project.
13. To establish, change or modify duties, tasks and responsibilities or requirements of positions within the City.
14. To establish and revise or discontinue policies, practices, programs, or procedures.

In the event that civil emergency conditions exist, the provisions of this Agreement may be suspended in accordance with the Public Employees Relations Act, as long as pay, benefits and just cause discipline shall remain in effect throughout.

ARTICLE 6
POLICE OFFICERS' AND FIREFIGHTERS' BILL OF RIGHTS

The City agrees to comply with the provisions of the Police Officers' Bill of Rights and Firefighters' Bill of Rights, Sections 112.82, 112.83, 112.532, 112.533, and 112.534, Florida Statutes, as amended, for all unit members to which those rights apply by law. Members shall have only those rights and remedies provided by the statute and court decisions interpreting it.

ARTICLE 7
PBA REPRESENTATION

Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party.

If any employee member of the bargaining committee is on duty during negotiation sessions, he/she may attend and participate in said sessions with no loss in pay if approved in advance by the Public Safety Director or his designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Director or his designee.

A PBA representative may attend one (1) union meeting per month for up to four (4) hours, and any other emergency meeting scheduled during contract negotiations, without loss of pay, and if approved in advance by the Public Safety Director or his designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Director or his designee and shall not unreasonably be denied.

ARTICLE 8 PBA BUSINESS

Section 1

The PBA agrees that there shall be no solicitation of City employees for membership in the PBA, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other solicitation activity of the PBA during the working hours of City employees; provided, however, that this Section shall not be construed to prohibit communication of official PBA business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's meal period.

The Public Safety Director will designate the following bulletin board location in the Public Safety Department for the use of the PBA bargaining unit herein covered:

- a) Kitchen – Station 1
- b) Hallway into bays – Station 2

The PBA may post meeting notices and special information notices on the bulletin boards for a period not to exceed fourteen (14) days). Such notices may include: notices of PBA meetings, notices of PBA elections, notices of PBA appointments to office, notices of PBA recreational and social affairs and PBA newsletters. All notices shall be submitted to the Public Safety Director or his designee for review prior to posting. Permission to post notice shall not be unreasonably withheld.

All costs incidental to preparing and posting of PBA material will be borne by the PBA.

Section 2

A PBA Representative shall be allotted fifteen (15) minutes to meet with all new employees during the first week of employment, for the purpose of explaining the PBA's role as the Florida certified collective bargaining representative, and to answer any questions regarding the Collective Bargaining Agreement. The meeting shall be scheduled between the Captain and PBA Representative at their mutual convenience.

Section 3

Any time an investigation is completed, upon request, the PBA shall be provided the entire investigative file, together with any proposed discipline, regardless of any bargaining unit member's right to such records. The documents shall be provided to the PBA at no cost.

ARTICLE 9 SENIORITY

Section 1

Seniority shall be defined as the total length of continuous service in the Public Safety Department and shall be computed from the time of appointment. Seniority shall continue to accrue during worker's compensation leave, holidays, vacation, funeral leave, compensatory leave, military leave, and sick leave approved by the City. Leaves of absence without pay, either approved or otherwise, shall not count towards the accrual of seniority. Seniority for purposes of shift selection shall be defined as continuous service in a job code. Whenever practical, seniority for purposes of vacation and Kelly days shall be defined as continuous service.

Section 2

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

1. Termination
2. Retirement excluding DROP
3. Resignation
4. Is absent for three (3) consecutive working days without notification to and approval by the City. An employee may be reinstated to his/her position if the position is still vacant, by a showing of good cause to the Department Director, subject to the review of the City Manager, of why notification was not possible within three (3) days.
5. Failure to report to the City Manager's Office intention of returning to work within ten (10) days of receipt of recall as verified by Certified Mail, Return Receipt.
- 6.. Fails to report to work at the termination of a leave of absence without pay.
7. Failure to report from Military Leave within the time limits prescribed by law.

Section 3

The City agrees that seniority shall govern the following matters:

1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority. Such lay-offs will be accomplished within the established rank structure.
2. Any employee of rank shall be permitted to drop a grade in rank to preclude layoff consistent with his or her seniority.
3. Employees shall be called back from lay-off according to their seniority. Such call backs will be accomplished within the established rank structure in Section 3-1 of this article.
4. Such actions will incorporate a certified letter to the employee who will specify a ten (10) day time limit for reply as to whether or not he/she wishes to be considered for his/her old position. In any event, no position will be held open longer than ten (10) days after the receipt of the certified letter advising that his/her old position is being held for them.

Section 4

The City shall have the right to determine the means of effectuating necessitated layoffs. The City may impose general across-the-board layoffs, potentially affecting all members of the Bargaining Unit equally, regardless of classification. The City may impose layoffs which may impact specific classifications only, or other layoff formats that the City chooses in order to operate and manage its affairs in all respects.

Section 5

Laid off employees who are qualified for an existing opening in the Public Safety Department of the same or lesser rank than their former position which they previously held and remain qualified for (including retaining required certifications) will be recalled for up to one (1) year from the time they are laid off. Laid off employees shall be recalled in reverse order in which they were laid off. In the event of a recall, the City shall notify the employee at their last known address of record with the City by certified mail, return receipt, of such recall and give the employee ten (10) days to reply. It is the responsibility of the employee to keep his/her current address on file with the City. No position shall be held open for an employee for more than ten (10) days after he/she has received the Notice of Recall.

ARTICLE 10 DRUG FREE WORKPLACE

Section 1

Drug tests may be administered by the City pursuant to the drug-free workplace program; Section 440.102, Florida Statutes; and the City of Greenacres Drug-Free Workplace Policy, Administrative Directive No. 26, as amended by this Agreement.

Section 2

All safety sensitive positions including regular and probationary officers, sergeants, paramedics, emergency medical technicians, paramedic lieutenants, communications supervisor, fire marshal, public safety dispatchers, and public safety aides employed by the City shall be subject to random screening for the presence of alcohol or drugs.

Section 3

The City will contract with an independent company to conduct two (2) random alcohol/drug screening tests each month.

Two (2) primary names and one (1) alternate will be randomly selected by the testing company.

The employee selected, upon notification, shall immediately report to the drug testing facility.

No employee shall be tested more than four (4) times in any twelve month period.

**ARTICLE 11
LEAVE POLICY**

Section 1

Leaves shall be in accordance with the established procedures of the City of Greenacres, except as modified below.

Section 2

Paid vacation for bargaining unit employees shall accrue in accordance with the following schedule:

	<u>24/48 Hour Employees</u>	<u>Other Employees</u>
1-5 years	3 shifts	80 hours
6-10 years	5 shifts	120 hours
11-20 years	7 shifts	160 hours
21 Or more years	8 shifts	200 hours

In the third week of November, the Department will advise employees of the available vacation time based on scheduling and staffing concerns. First round selection of vacation must be made between November 15th and December 15th. Selection will be made by seniority in rounds. Round one vacation must be in increments of at least one (1) week (40 hrs or 48 hrs). If an employee wants to select more than one (1) week of vacation during round one, additional weeks must be taken consecutively with the first week. After all employees have made their round one selection, employees may select any remaining vacation time by seniority.

Section 3

All requests for vacation shall be made at least five (5) days in advance. Vacations may be canceled in the event of an emergency as determined by the City.

Section 4

In the event that a shift is at minimum staffing levels, leave requests will be limited to one person per shift per division utilizing vacation time or the use of compensatory time in accordance with this Agreement. This will not preclude the use of compensatory time if the shift is below minimum staffing levels due to first round vacation selections.

Section 5

Employees hired before June 28, 2000, shall be covered by the existing sick leave policy, except as modified by this Agreement.

Fire Rescue employees assigned to work 24 hour shifts shall accrue sick leave at the rate of one-third shift each month, for a total of four (4) shifts per year.

Employees hired prior to June 28, 2000, who separate in good standing after ten (10) years of service with the City, shall receive compensation at their normal hourly rate for the total sick leave hours accumulated.

Bargaining unit employees may accumulate up to 960 hours of sick leave. Effective January 1, 2012, employees may use up to 48 hours annually of accrued sick leave as personal leave. Employees may opt to receive compensation for one-half of the total number of hours accumulated above 480. This compensation shall be paid at one-half the employee's regular rate per hour, such that for each half-hour of pay, one full hour sick leave will be deducted from the employee's accumulated sick time.

Employees hired after June 28, 2000 shall be covered by the following sick leave policy:

Years of Service	% of Sick Leave Payout
0 to 5	0%
5 to 10	25%
10+	50%
Normal Retirement*	100%

*When an employee is eligible for and applies for a retirement benefit under FRS or the City Plans.

Section 6

Employees working a 40 hour, 5/8 schedule who take sick leave on a holiday, the regularly scheduled day before or the regularly scheduled day after a holiday shall not receive holiday pay. Employees working any other schedule who take sick leave on a holiday, the calendar day before or the calendar day after a holiday shall not receive holiday pay. Employees who work on a holiday shall receive holiday pay notwithstanding any sick leave taken.

Section 7

The City reserves the right to require documentation supporting a request for funeral leave. Funeral leave may only be used to attend funeral services.

ARTICLE 12 INSURANCE

Section 1

For employees hired before September 1, 2010, the City shall pay 100% of the monthly premium of the base health, dental, and life insurance plans for bargaining unit members, and 50% of the monthly premium of the base health and dental plans for members desiring dependant coverage. For employees hired after September 1, 2010, the City shall pay 100% of the monthly premium of the base health, dental, and life insurance plans for bargaining unit members only. The City shall pay the same dollar amount that it pays toward the base City plan for unit members desiring coverage under the optional plan for themselves and/or their dependants, if applicable.

The City may alter coverage provided in this article only after providing the union with notice 10 days prior to the effective date of the change.

ARTICLE 13 UNIFORMS AND EQUIPMENT

Section 1

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

Section 2

Any uniform or related equipment initially supplied by the City, which is damaged or destroyed while an employee is acting in the performance of his/her official duties, shall be replaced by the City at no cost to the employee, provided the same is not the result of his/her negligence. Such claim of loss must be supported with reasonable proof and shall be subject to the approval of the Director of Public Safety or his/her designated representative.

Section 3 Police Uniforms and Equipment

All Police Officers are required to have a bullet-proof vest (Safety Device) for personal safety protection. The City shall provide Police Officers with Department approved bullet-proof vests as standard issue, and the employee shall be required to wear the bullet-proof vest at all times while on duty unless excused by guidelines established by the Director of Public Safety (e.g., training, plain clothes personnel). Police Officers who have had their vest for more than the manufacturer's guidelines may request a replacement and may have it replaced if the vest is no longer in serviceable condition as determined by the Police Officers or his designee. In cases where the employee's vest has been damaged or destroyed while acting in the line of duty, the vest shall be replaced by the City. Employees shall be required to sign and acknowledge a statement as follows: "You are required by your employer to wear a bullet-proof vest (safety device). In accordance with Florida Statutes, if an employee knowingly fails to wear a safety device that is required by the employer and an injury results because of that failure, then workers compensation benefits for that employee shall be reduced by 25%."

Section 4 Law Enforcement Personnel Uniform Allowance

Sworn plain-clothes law enforcement personnel in the bargaining unit shall receive an annual \$250.00 clothing allowance paid monthly. All law enforcement uniformed personnel and the Public Safety Aide (PSA) shall receive an annual \$420.00 uniform maintenance allowance paid monthly. Law enforcement uniformed and sworn personnel in the bargaining unit who have completed their probationary period will receive an annual \$120.00 shoe allowance.

Section 5 Fire Certified Personnel Uniforms

Each fiscal year, non-probationary fire certified personnel in the bargaining unit shall receive an uniform credit in the amount of four hundred (\$400.00) dollars to be used for the purchase of approved items from the City's selected vendor. The City shall provide needed firefighting gear to firefighters and uniforms to newly hired probationary employees. At the beginning of the fiscal year following completion of probation, the employee will be provided a four hundred (\$400.00) dollar uniform credit to be used for the purchase of approved items.

The name and rank of the supervisory EMS personnel shall be applied to newly issued uniforms, and the name and rank of non-supervisory EMS personnel shall be applied to uniforms after the employee completes probation.

The City shall pay one hundred dollars (\$100.00) per year to all fire certified personnel as a clothing maintenance allowance paid quarterly.

ARTICLE 14 WORKWEEK AND OVERTIME

Section 1

Except in the event of an emergency, the City reserves the right to change regular work schedules upon three (3) days notice. The Department may not change individual work schedules solely to avoid payment of overtime.

Law Enforcement personnel will work 168 hours over a 28 day work period.

Fire Rescue employees assigned to work 24 hour shifts shall work an average of 48 hours per week over a 21 day work period that includes a 24 hour shift off (Kelly day) every seventh (7th) shift.

The Department will advise employees of the available Kelly days based on scheduling and staffing concerns. Employees will rank each day of the week by order of their preference, and Kelly days will be determined on the basis of seniority. The Kelly day selection process will begin again November 1st of each year. Kelly days will take effect the first full pay cycle in January, commencing the following January. Kelly days are limited to one person per shift, per station.

Communications section personnel shall work a twelve (12) hour shift schedule, averaging forty-two (42) hours per week (36 hours one week, 48 hours the next).

Section 2

All law enforcement officers will be eligible for overtime or compensatory time after 168 hours worked in a 28-day work period.

Fire Rescue personnel assigned to work 24 hour shifts shall be eligible for overtime or compensatory time after 144 hours worked in a 21 day work period.

All other employees will be eligible for overtime or compensatory time after 40 hours worked in a 7-day work period.

Bargaining unit employees eligible to receive overtime will have the choice of payment for overtime time worked or compensatory time up to a maximum of 84 hours.

Compensatory time is limited to one person per shift, per unit, except as provided in Article 11, Section 4. Additional employees may have their requests for compensatory time granted if staffing permits. Requests shall be granted to the employee requesting compensatory time first, except that if two or more requests are received on the same calendar day (i.e., the date of request), the most senior

employee's request will be granted. Other employees whose requests were not granted shall have the option of receiving pay for the time requested.

Section 3

Only actual hours worked will be considered for purposes of determining eligibility for overtime compensation. Approved vacation leave and worker's compensation leave will be considered actual hours worked.

Section 4

Off-duty employees called out to work shall be paid a minimum of three (3) hours at straight time or overtime under Section 2 as applicable.

ARTICLE 15 SHIFT EXCHANGE

Section 1

Employees may exchange shifts or parts of shifts with another employee in the same classification (job code) with prior approval of the immediate supervisor of the employee requesting the exchange. Approval for exchanges of time shall not unreasonably be denied.

Section 2

Shift exchanges must be accomplished within twelve (12) months, except for Communications where they must occur within 1 pay cycle. Shift exchanges shall not result in the City incurring overtime liability it would not otherwise incur.

Section 3

Employees are responsible for making all exchanges, subject only to approvals as described above. An employee who accepts a shift exchange is responsible for working that exchange, and will be subject to disciplinary action for non-attendance.

Section 4

Employees must work their end of all exchanges, and compensation in any other form may not be used to repay an exchange. If an employee quits and owes other employees exchanged shifts, the employees affected are not owed any compensation from the City.

Section 5

Shift exchanges for educational purposes will not be denied if they otherwise meet the requirements of this Article.

ARTICLE 16 SALARY PLAN

Section 1

Promotions – Employees who are promoted to sergeant, paramedic/fire lieutenant, or communications supervisor will be placed at the minimum of the new position or at a rate of 5% above their current rate of pay, whichever is higher.

Employees who are under the Dismissal for Lack of Performance Program shall not receive a salary increase or lump sum payment unless or until they achieve satisfactory performance.

First year

Effective October 1, 2010 and ending on September 30, 2011, or upon ratification, whichever last occurs, salaries shall remain the same as they were as of September 30, 2010; additionally, employees that have a minimum of one (1) year employment as of August 1, 2011, shall receive a lump sum payment in the amount of \$1,000 to be paid in the first pay period after ratification of the agreement.

Second Year

Effective October 1, 2011, all salaries shall be increased by 2% which has been reflected in the attached Salary Schedule; additionally, employees that have a minimum of one (1) year employment as of September 30, 2011, shall receive a lump sum payment of \$1,500 to be paid in the first pay period of January 2012.

Effective October 1, 2011, the Public Safety Aide position will receive a market adjustment in the amount of \$2,554 which has been reflected in the attached Salary Schedule.

Effective October 1, 2011, the Public Safety Dispatcher position will receive a market adjustment of 4% which has been reflected in the attached Salary Schedule.

Third Year

The CBA will be only re-opened to negotiate salaries that would be in effect from October 1, 2012 – September 30, 2013.

Section 2

Assignment Pay – Police Officers assigned to Investigator positions shall receive a 5% increase for the duration of that assignment. Sergeants assigned to

Investigations positions shall receive a 5% increase for the duration of that assignment.

Employees assigned to Training Officers, Crime Prevention Officer, Field Training Officers, Paramedic Training Officers, Communications Training Officers and Driver Engineers shall receive annual assignment pay of \$1,500.00, paid monthly, for the duration of that assignment, and shall be included in their regular rates of pay.

Firefighter/EMT's who become certified paramedics and take a paramedic assignment shall receive 15% assignment pay on top of their current Firefighter/EMT salary.

Filling a Temporary Vacancy – Non-supervisory employees, excluding Training Officers, Field Training Officers, and Paramedic Training Officers, assigned to fill a temporary vacancy for sergeant or paramedic/fire lieutenant to supervise one-half shift or longer shall have their regular rate of pay increased by 5% for said hours worked as a supervisor. Such employees must be on the eligibility list for the respective position they will be assigned to.

Section 3

Nothing in this Agreement will require the payment of wage increases of any kind after the expiration of the Agreement.

**ARTICLE 17
SAVINGS CLAUSE**

Section 1

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

ARTICLE 18
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 Grievance Procedure

A grievance shall be defined as a dispute over the interpretation or application of the specific provisions of this Agreement.

Section 2

Should the City wish to press a grievance, such grievance must be presented to the PBA for a response. The PBA shall have ten (10) working days in which to submit a written response. The City may appeal the PBA's response to arbitration pursuant to Section 4 of the procedure below.

Section 3

In a mutual effort to provide harmonious relations between the parties to this agreement, it is agreed to and understood by both parties that there shall be a procedure in this department for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this agreement as follows:

- Step 1. The aggrieved employee or a union representative may present a written grievance to his/her Captain/Division Chief within ten (10) working days of the occurrence or knowledge of the matter giving rise to the grievance. The Captain/Division Chief shall attempt to adjust the matter within his/her authority and respond to the party presenting the grievance within ten (10) working days.

- Step 2. If the grievance has not been satisfactorily resolved in Step 1, the PBA representative and/or the aggrieved employee may appeal the grievance to the Director of Public Safety, within ten (10) working days after the time the response from the previous step is due. The Director of Public Safety shall respond, in writing, within ten (10) working days to the employee and PBA.

- Step 3. If the grievance is not satisfactorily resolved in Step 2, the aggrieved employee or the Association may appeal the grievance to the City Manager, in writing, within ten (10) working days of the date the response was due in Step 2. The City Manager shall respond in writing within ten (10) working days to the employee and the PBA.

Note: The time limits set forth may be waived only by mutual agreement, in writing, between the parties. If the PBA fails to advance a grievance within these time limits the grievance will be treated as withdrawn with prejudice. If the City fails to respond to the grievance within these time limits, the grievance will be treated as denied, effective on the date the response was due. For grievances relating to more than one (1) bargaining unit member, the PBA may file a

grievance on behalf of all affected PBA members at the Step at which there is authority to resolve the grievance.

Section 4 Arbitration Referral

1. If the grievance is not resolved at Step 3 of the Grievance Procedure, the PBA may, within (10) working days of the date of the response was due in Step 3, submit a request for arbitration to the City Manager. In general grievances, either the PBA or the City may request to take the issue or grievance to arbitration.
2. If the parties fail to mutually agree upon an arbitrator within ten (10) days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals from the Federal Mediation Conciliation Service (FMCS) shall be requested by either party, with a copy of the request sent to the other party. Within ten (10) days after the receipt of the list, each party may reject one panel. The party rejecting the panel will pay for the next panel. Once a panel is approved, the parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. The party bringing the grievance shall cross out the first name. Failure of the parties to select an arbitrator within thirty (30) days of receipt of the panel from FMCS will be considered a withdrawal of the grievance with prejudice.
3. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
4. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any issues not submitted.
5. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the union and employer, except as provided by law.
6. The arbitrator's fee and expenses shall be borne equally by the parties bringing the grievance.
7. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.
8. The arbitrator shall be requested to tender his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the hearing.
9. In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator, which

shall allow any monetary payment, damages or accruals for more than five (5) working days prior to the date when such grievance shall have been first submitted in writing.

10. Upon receipt of the arbitrator's award, corrective action, if any will be implemented as soon as possible.
11. If either party to this agreement requests a copy of transcripts of the arbitration hearings, both parties will share equally the cost of such transcripts.
12. If the party requesting arbitration does not advance the prosecution of the case by, at a minimum, scheduling a date for the hearing, within 60 days of the selection of the arbitrator or 120 days of the grievance being advanced to arbitration, whichever shall last occur, the grievance shall be deemed withdrawn.

Section 5

Employees of the City of Greenacres covered by this Agreement who are not members of the Union may have the option of availing themselves of the remedies under this Article or the City's Civil Service procedure with respect to the appeal of disciplinary action taken against them by the administration. Employees may avail themselves of only one remedy, and once an option has been chosen the other procedure shall be foreclosed to them. Employees who are members of the Union shall not have access to the City's Civil Service procedure. Non-Probationary employees may appeal disciplinary suspensions of greater than two days, disciplinary demotions or discharges to arbitration under this Article. Notwithstanding the above, non-probationary employees may appeal to arbitration a second suspension of two days or less received within one year. Non-probationary employees may appeal lesser disciplinary penalties through Step 3 of the grievance procedure, and the City Manager's response shall be final. Newly hired probationary employees shall not have the right to appeal discharge.

ARTICLE 19 WORK STOPPAGES

Section 1

There will be no strikes, work stoppages, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this Agreement. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the employees covered by this Agreement.

Section 2

Recognizing that Florida law prohibits the activities enumerated in Section 1 above, the parties agree that any member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.

Section 3

It is recognized by the parties that the activities enumerated in Sections 1 and 2 above, are contrary to the ideals of the professionalism and to the Public Safety Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article the City shall be entitled to seek and obtain legal and/or equitable relief available in any forum.

**ARTICLE 20
PENSION**

All eligible unit employees shall continue to participate in existing City pension plans.

**ARTICLE 21
CERTIFICATION AND TRAINING**

If an employee leaves the employment of the City within two (2) years of receiving his/her certification paid for by the City, he/she shall reimburse the City for the cost of sponsoring the employee's certification (law enforcement, fire, and paramedic) training. Such reimbursement shall be made in the following manner:

Within the 1 st year	100%
Within the 2 nd year	75%

The City is authorized to deduct these costs from the employee's final payout.

**ARTICLE 22
TEMPORARY DISABILITY LEAVE**

Section 1

Sworn/certified employees shall be permitted up to twelve (12) months to return to duty after sustaining: a serious injury in the line of duty caused by traffic at a scene or sustained during fire combat, treatment of a violent person, extrication, or apprehension of a violent person; or a serious wound (i.e., bullet, stab) while engaged in law enforcement activities.

Employees sustaining such injuries shall receive up to \$175 per week in addition to their workers' compensation benefits; provided that in no case shall they receive more than 100% of their average take home pay over the 13 calendar weeks before the date of the injury.

This section is intended to cover serious injuries that may occur due to the unique hazards of fire/rescue or law enforcement activities and is not intended to cover injuries that could be sustained by other non-special risk City employees.

Section 2

Except as provided for in this Article, bargaining unit employees who become temporarily disabled shall be covered by Council Policy 21, as amended.

**ARTICLE 23
RESIDENCY**

All employees must reside in one of the following counties: Broward, Glades, Hendry, Martin, Miami-Dade, Okeechobee, Palm Beach or St. Lucie. However, employees who are authorized to have a take-home vehicle must have and maintain residency in Palm Beach County as a condition of assignment and continued use of that vehicle.

**ARTICLE 24
EDUCATION**

The City is committed to advancing the education of its Public Safety employees and, towards that end, reimbursing employees' tuition at any accredited junior college, community college, college or university within the State of Florida. Courses must be job related and approved in advance of the start of the course by the City. Tuition will be reimbursed at rates not exceeding those paid by PBSC or FAU, and employees are limited to \$2,000 per calendar year in tuition reimbursement, subject to funding. Accordingly, upon completion of any accredited college, masters and/or doctoral level course, the City shall reimburse employees based upon a formula related to the grade the employee receives for the course, as follows:

<u>Grade</u>	<u>Reimbursement</u>
A	100%
B	85%
C	75%

If an employee leaves the employment of the City within three (3) years of receiving tuition reimbursement, he/she will reimburse the City for the tuition in the following manner:

Within the 1 st year	100%
Within the 2 nd year	75%
Within the 3 rd year	50%

The City is authorized to deduct these costs from the employee's final payout.

ARTICLE 25
OFF-DUTY CONTRACT DETAILS

The City shall make available the services of its Public Safety personnel off-duty subject to contracts by which non-supervisory and supervisory personnel hourly rates of pay shall be thirty dollars (\$30) and thirty-five dollars (\$35), respectively.

City personnel's earnings from off-duty contract details shall not be included and credited as earnings for purposes of calculating retirement benefits.

ARTICLE 26
EXERCISE EQUIPMENT

The City shall designate and equip a fitness area for use by unit members off-duty or during down-time. Injuries occurring while engaged in recreational activities, including gym workouts under this article, will not be considered within the scope of employment for purposes of compensability under workers' compensation.

**ARTICLE 27
DONATION OF TIME**

Section 1

Bargaining Unit personnel shall be able to donate vacation or sick time above 480 accumulated hours to other employees that are out of work due to sickness or injury. Non-probationary employees who have less than 480 hours of accumulated sick time may donate up to 24 hours in a 12-month period. Such donations shall be submitted to a PBA Representative, who shall provide the City, on an approved form, with the names of donors and number of hours donated, and the name of the person to whom the hours have been donated. Donations shall be entirely voluntary and no undue influence shall be exerted by anyone to require that unit members donate time.

Section 2

A Bargaining Unit member may not use donations of time unless and until his or her available leave balances (vacation, sick) and compensatory time have been exhausted. The total of all donated hours to an eligible employee shall not exceed 672 hours in a 12 month period from the date of signing the donation form.

Section 3

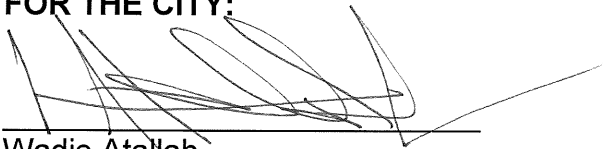
Donations shall be on an hour for hour basis, notwithstanding rates of pay.

**ARTICLE 28
DURATION OF AGREEMENT**

Except as otherwise provided herein, this Agreement shall be effective October 1, 2009~~10~~ and shall continue in force and effect until its expiration date, September 30, 2010~~3~~.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the 3rd day of October, 2011.

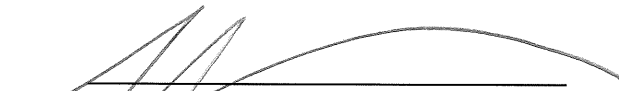
FOR THE CITY:



Wadie Atallah
City Manager



Witness – Denise McGrew, City Clerk

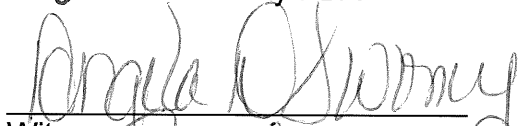


Robert Norton, Esq.
City of Greenacres, Labor Counsel

FOR THE PBA:



John Kazanjian, President
Palm Beach County PBA



Witness



Gary Lippman, General Counsel
Palm Beach County PBA

RESOLUTION NO. 2011-44

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT (ATTACHED HERETO AS EXHIBIT "A") BETWEEN THE CITY OF GREENACRES AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION FOR THE PERIOD OF OCTOBER 1, 2010, THROUGH SEPTEMBER 30, 2013; AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EFFECTUATE THE TERMS OF THE AGREEMENT.

WHEREAS, on behalf of certain public safety employees of the City of Greenacres, a collective bargaining unit was granted by the Public Employees Relations Commission on January 4, 1999; and

WHEREAS, the City of Greenacres recognizes that the Palm Beach County Police Benevolent Association is the exclusive representative of those certain public safety employees for the purposes of collective bargaining; and

WHEREAS, the Agreement (attached hereto as Exhibit "A") has been bargained collectively in the determination of wages and other conditions of employment between the City and the Palm Beach County Police Benevolent Association; and

WHEREAS, the Palm Beach County Police Benevolent Association presented the Agreement to members of the bargaining unit for a ratification vote on September 28, 2011; said contract agreement was ratified by the collective bargaining unit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

Section 1. The City Council of the City of Greenacres hereby ratifies the Collective Bargaining Agreement (attached hereto as Exhibit "A") between the City and the Palm Beach County Police Benevolent Association, for the period of October 1, 2010 through September 30, 2013.

Section 2. The City Council of the City of Greenacres hereby authorizes the appropriate City Officials to effectuate the terms of the Agreement.

RESOLVED AND ADOPTED this 3rd day of October, 2011.




Samuel J. Ferreri
Mayor

Attest:


Denise McGrew
City Clerk






Peter A. Noble
Deputy Mayor


Voted

(yes)




John Tharp
Councilman, District I

(yes)




Rochelle Gaenger
Councilwoman, District III

(yes)



Jonathan G. Pearce
Councilman, District IV


(yes)



Paula Bousquet
Councilwoman, District V

(yes)

Approved as to Form and Legal Sufficiency:



Pamela S. Terranova
City Attorney



City of Greenacres

5800 Melaleuca Lane • Greenacres • Florida • 33463-3515
Ph: 561-642-2017 • Fax: 561-642-2004 • Email: cm@ci.greenacres.fl.us

Samuel J. Ferreri
Mayor

Wadie Atallah
City Manager

Office of the City Clerk

Certification

State of Florida

County of Palm Beach

I, Denise McGrew, the undersigned authority, do hereby certify that the foregoing is a true, exact and correct copy of executed Resolution No. 2011-44 that was adopted by the City Council at the meeting of October 3, 2011.

Witness my hand and official corporate seal, this 4th day of October, 2011.



City of Greenacres, Florida

A handwritten signature in cursive script that reads 'Denise McGrew'.

**Denise McGrew
City Clerk**