

| [City Final Proposal - April 20, 2015](#)

AGREEMENT

| BETWEEN

CITY OF BOYNTON BEACH, FLORIDA

AND

**PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**

POLICE OFFICERS AND DETECTIVES

| **FOR A TERM ENDING SEPTEMBER 30, ~~2013~~[2015](#)**

TABLE OF CONTENTS
TO BE CORRECTED ON FINAL DOCUMENT

ARTICLE	PAGE NO
1 Preamble	4
2 Recognition	5
3 Non-Discrimination	6
4 Dues Deduction	7
5 Union Business	8
6 Bulletin Board	9
7 Promotions & Demotions	10
8 Vacancies and Probation	13
9 Management Rights	14
10 Advisory Committee	16
11 Hours of Work and Overtime	17
12 Wages	19
13 Seniority	24
14 Additional Monetary Benefits	26
15 Uniforms	31
16 Medical Expenses	33
17 Group Insurance	35
18 Leaves	37
19 Holidays	42
20 Funeral Expenses	44
21 Equipment Maintenance & Safety	45
22 Training	46
23 Career Path Program	48
24 Personnel Records	50
25 Legal Action	51
26 Discipline	52
27 Grievance and Arbitration Procedure	54
28 Rights of Bargaining Unit Members	
Under Investigation	58
29 Past Practices	59
30 Personal Vehicles	60
31 Department Polices, Rules & Regulations	61
32 Posting	62
33 Complete Agreement and Waiver Clause	63



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34	Severability	64
35	Duration	65
36	Take Home Vehicles	66
37	Longevity Pay	67
38	Detective First Grade	68
	Signature Page	69



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ARTICLE 1

PREAMBLE

This Agreement is entered into by the City of Boynton Beach, Florida, hereinafter referred to as the "City" and Palm Beach County Police Benevolent Association, [Inc.](#), 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.



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ARTICLE 2

RECOGNITION AND NOTICE

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

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

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

All notices to the City will be addressed to the City Manager with a copy to the City HR Director and mailed to 100 E. Boynton Beach Boulevard, Boynton Beach, FL 33435. If changes occur, the City will advise the PBA in writing of the names and addresses of other City representatives, if any, who are authorized to accept notices from the PBA. Notice by the PBA to anyone other than those persons designated by the City Manager does not satisfy legal notice and is not binding on the City.

~~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~~



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| _____ ~~West Palm Beach, Florida 33409~~
| _____ ~~Attention: General Counsel~~
|

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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~~ both Parties have an affirmative duty to act against discriminatory behavior when it occurs in their presence or comes to their attention. Discriminatory conduct by an employee can result in disciplinary action up to and including termination. Discriminatory conduct means any communication, verbal or non-verbal, which is unwelcome, objectionable, or not acceptable, desired, or solicited and relates to race, sex, color, religion, national origin, handicap, familial status, sexual orientation, age, or marital status.



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ARTICLE 4

DUES DEDUCTION

Upon receipt of a notice from the PBA and approved by the City which has been voluntarily executed by a City employee who is a member of the bargaining unit, the City will deduct from the pay due the employee, those dues and uniform assessments required to retain PBA membership as certified by the PBA. The total amount of deductions shall be remitted each month by the City to the Treasurer of the PBA. This authorization shall remain in full force and effect during the term of this Agreement or for thirty (30) days after notification of the revocation of the authorization to deduct by the employee.



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ARTICLE 5

UNION BUSINESS

Section 1. Elected PBA representatives who are on duty may~~will~~ be granted paid leave to engage in representation activities on behalf of the PBA or any member as follows:

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

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

A PBA representative employed by the City may~~shall~~ be permitted to take unpaid leave to attend functions of the PBA. ~~If the leave results in the City incurring overtime directly related to the absence, the City will not approve the request. provided that such leave shall be at no cost to the CITY and representatives shall use the PBA time pool.~~

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

Section 2. No employee ~~shall~~ may engage in PBA business or use City equipment or property while on duty except as referenced in Section 1.



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| **ARTICLE 6**
BULLETIN BOARD

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



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ARTICLE 7

ASSIGNMENT PAY

Employees may be assigned to or removed from specialty units at the discretion of the Chief of Police. With the exception of assignments to K-9, marine and motorcycle, assignments may not be declined if the assignment has been posted and less than two members apply for the assignment. An assignment taken involuntarily will not exceed 90 calendar days in total. Removal from an assignment is not subject to grievance. Only the following assignments have a temporary monetary benefit, which ends when the employee is removed from the assignment:

<u>ASSIGNMENT:</u>	<u>MONETARY VALUE:</u>
FTO ¹ (Field Training Officer)	7% when actively training for one or more full shifts.
PTO ¹ (Police Training Officer)	7% <u>when designated to training activities.</u>
SWAT (Special Weapons & Tactics) K-9 and Therapy Dog Unit	10% when engaged in actual response, not training. Employees assigned to the K-9 Unit or to work with a therapy canine will receive one (1) hour of overtime for K-9 care, equipment maintenance and vehicle cleaning for each regular day off, vacation day when the dog is not kenneled or otherwise boarded. K-9 officers will be allowed one (1) hour of duty time per work day to tend to K-9 care, equipment maintenance and vehicle cleaning. Employees on vacation will be credited one (1) hour per day for K-9 care, equipment maintenance and vehicle cleaning.
OIC (Officer in Charge)	7% following four (4) consecutive hours of assignment.
IIC (Investigator in Charge)	7% following four (4) consecutive hours of assignment.
Detectives	10% An employee with less than five (5) consecutive years acting as a Detective who is promoted outside


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~~the bargaining unit will have the ten percent (10%) assignment pay backed out prior to the calculation of their promotional increase.~~

Upon the ratification of this contract ~~the members agree that~~ no further promotions to the rank of DFG will occur ~~(the rank has been eliminated)~~. The members that ~~had~~ have been promoted into that position ~~in the past will be~~ are grandfathered in and remain ~~at~~ without reduction in their current ~~rank and~~ rate of base pay.

~~If a member currently holding the rank of~~ When a grandfathered DFG is promoted to SGT the following will happen for purposes of pay calculations:-

- Promotion with ~~If the member has been in the rank for~~ less than 5 years; ~~upon the day of promotion they will agree to lessen their~~ base pay ~~decreased~~ by 10% and then calculate the increase for the promotion.
- Promotion ~~If the member has been in the rank of DFG for~~ with five years or more ~~upon the date of promotion the~~ calculation will be based upon their current base ~~rate.~~ salary.

~~The DFG's~~ Grandfathered DFGs assigned to the Liaison program will serve in that assignment for a maximum of a year ~~(from date of ratification)~~ assignment) and will not be reassigned to that program for a period of 24 months before repeating the assignment. Upon completion of the Liaison assignment they will ~~return to the Detective Bureau Division for their plain clothes assignment~~ resume their previous DFG duties. The liaison program may be started or stopped at the ~~C~~ Chief's discretion at ~~anytime~~ any time per the needs of the agency.

This article will take effect upon ratification of the contract and the provisions of the article will not be retroactive in regards to promotional pay calculations to the members who were promoted out of this CBA prior to ratification.

Effective 10/1/2014 the grandfathered DFG pay range will be \$54,373.67 - \$85,939.58 ~~\$5,128.77.~~

¹ See Appendix 1 for FTO & PTO program guidelines.



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ARTICLE 8

VACANCIES AND PROBATION

Section 1. ~~Consistent with the City's recruitment and selection policy (PPM Chapter 06);~~
*Vacant positions shall be filled by the City through recruitment and selection of employees on the basis of their qualifications and relative knowledge, abilities, and skills. The decision to fill a vacant position is reserved to the discretion of the City Manager.

Section 2. Police Officer Recruits that are sponsored by the agency have a probationary period of one year that starts after passing the FDLE certification exam.

Section 3. All newly hired certified officers have a probationary period of one (1) year from the date of hire.



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ARTICLE 9

MANAGEMENT RIGHTS

Section 1. It is the right of the City to determine unilaterally the purpose of its Police Department, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force

If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement or limited by law shall remain with the City.

~~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. To discipline and discharge employees.~~

~~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.~~

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~~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. Bargaining Unit employees are subject to random, reasonable suspicion, and post accident drug testing. Post accident testing may be required by a supervisor in accordance with rules approved by the City and the PBA. 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 a State certified laboratories laboratory for all drug testing.~~

~~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.~~



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ARTICLE 10

ADVISORY COMMITTEE

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

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

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



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ARTICLE 11

HOURS OF WORK AND OVERTIME

Section 1. The work cycle for bargaining unit members assigned to 11.5 hour shifts is a 28 day work cycle. The work cycle per bargaining members assigned to 8 and 10 hour shifts is a 7 day work cycle. For the purpose of calculating overtime, bargaining unit members assigned to the 11.5 hour shift will be paid overtime for all hours worked in excess of ~~171~~ 172 hours in a 28 day work cycle. For the purpose of calculating overtime, bargaining unit members assigned to the 8 or 10 hour shifts will be paid overtime for all hours worked in excess of 40 hours in a 7 day work cycle.

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

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

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

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

Example:

6:53 – 7:07 = 7:00

7:08 – 7:22 = 7:15

7:23 – 7:37 = 7:30

7:38 – 7:52 = 7:45

Section 2. Pursuant to Article 9, Section 1D, it is a Management Right to establish and change the starting and quitting times and the number of hours and shifts to be worked. ~~The City agrees that Individual~~ work schedules ~~will not be changed solely~~ may be flexed (hour for hour) by personnel assigned to specialty units, upon mutual agreement between employee and supervisor. ~~The City may flex-an specialty unit member's individual's schedule~~ for the purpose of avoiding the payment of overtime, no more than eight times per fiscal year, and/or overtime rates of pay as provided by this Agreement. ~~Flexing of time must occur only within a single work week.~~ pay period. Uniform Services (group) shift schedules shall not be changed without the City providing thirty (30) days advanced notice to the Union of the change. \

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

Section 4. An employee may engage in outside employment, (including off-duty detail or self-employment) with the approval of the City Manager and with the understanding that the employee's primary duty, obligation and responsibility is to the City. Outside employment shall not be permitted when the City Manager determines that such outside employment would result in a conflict of interest, interfere with the employee's City work schedule, or otherwise be a conflict with the employee's employment with the City. To request approval, an employee should:

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

ARTICLE 12

WAGES

Section 1. The first full pay period following ratification, employees who are actively employed on date of ratification, ~~the first pay period following ratification by both parties of October 1, 2014, whichever occurs first, the first pay period following ratification will receive a six percent (6%) increase to their hourly rate of pay retroactive to October 1, 2014. one-time wage adjustment as depicted in the matrix attached as Appendix 1. The percentage value of the increase is variable within the bargaining unit to reflect length of service and periods of wage freeze.~~ The step pay plan is discontinued.

Effective October 1, 2014, the minimum/maximum base pay for each bargaining unit position is:

Officer:	\$48,241.24 - \$76,247.00
Detective:	\$48,241.24 - \$76,247.00

~~The City and PBA will reopen wage negotiations in May 2015 for the wages for the third and final year of this Agreement (fiscal year 2015-16)~~

Effective October 1, 2015, employees will receive a three percent (3%) increase to their hourly rate of pay.

~~who have not reached top out pay will receive a six percent (6%) base wage increase. No employee will receive a base wage increase that will take their base pay over top out pay.~~

~~Section 1. — Effective October 1, 2012 the following chart contains the current pay scale that is effective for all members of the bargaining unit. Adoption of the following pay scale does not guarantee movement from one step to the next in this or any future year unless movement is specifically provided for in a subsequent Memorandum of Understanding or Collective Bargaining Agreement.~~

-		OCTOBER 2012
-	-	-



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-	-	-
-	STARTING	\$48,241.24
-	Step-1	\$50,610.23
P	Step-2	\$52,979.22
A	Step-3	\$55,348.21
T	Step-4	\$57,717.20
R	Step-5	\$60,086.19
O	Step-6	\$62,455.18
L	Step-7	\$64,824.17
L	Step-8	\$67,193.16
-	Step-9	\$69,562.15
-	Step-10	\$71,931.14
-	-	-
-	-	-
-	-	1.020
-	STARTING	\$54,373.67
D	Step-1	\$57,043.80
E	Step-2	\$59,713.94
T	Step-3	\$62,384.07
1st	Step-4	\$65,054.21
G	Step-5	\$67,724.34
R	Step-6	\$70,394.48
A	Step-7	\$73,064.62
D	Step-8	\$75,734.75
E	Step-9	\$78,404.89
-	Step-10	\$81,075.02

Section 2. Promotion within the Bargaining Unit

~~Effective upon ratification of this contract, a member who is promoted within the bargaining unit will receive a ten percent (10%) increase to his/her base rate. The increase in rate will then be applied to the scale above, and, if it falls between two pay rates, the higher of the two rates will be applied as the new salary for the promoted member. If the new rate with the ten percent (10%) increase is still below the starting rate for this rank, the member will be brought to the starting rate upon promotion.~~

~~Section 3: Officers, while assigned as Field Training Officers and who have successfully completed the required 40-hour training and other department regulations, shall be compensated an additional five (5%), provided they fit the following criteria;~~

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~~1. Field Training Officer (FTO) DEFINED: Any sworn department member assigned to Uniform Services in Road Patrol capacity working on any Platoon in full uniform and marked police cruiser subject to the demands of receiving and handling calls for service from Communications as their daily routine are available to train newly employed personnel at a moments notice in the field.~~

~~A. The department will maintain two FTO's assigned to the Training Division responsible for newly hired probationary members' "In Service" instruction, to include Phase One of the Field Training Program.~~

~~B. The department will maintain two FTO's assigned to the Traffic Division responsible any/all traffic related training or instruction.~~

~~2. This member will be responsible for the "Field Training" of newly assigned probationary employees who will participate in an "In Service Program", ride in their police cars and be duly qualified to train and teach said new employee on day to day Police Patrol operations, functions and duties.~~

~~3. In the event the FTO is reassigned from Patrol, Traffic Div., or Training Div., (as defined in section 1. A&B) outside of this duty, they are no longer considered active FTO's and are no longer afforded any compensation.~~

~~4. The FTO is a voluntary assignment and not a promotion to any recognized rank.~~

~~5. An officer's assignment to FTO can be ended or suspended at the discretion of the Chief of Police.~~

~~Section 4. Assignment Pay~~

~~A. SWAT (Special Weapons & Tactics) Those members who have successfully completed testing and are selected as a member of the Police Department SWAT Team, shall be compensated an additional 10% for hazardous duty pay during those hours that the members are utilized in the resolution of hostage rescue, barricade incidents, or otherwise activated to perform some enforcement function as a team.~~

~~B. K-9 Unit. Members assigned to the K-9 Unit will receive one (1) hour of overtime for K-9 care, equipment maintenance and vehicle cleaning for each RDO, vacation day where the dog is not kenneled or otherwise boarded. K-9 officers will be allowed one (1) hour of duty time per work day to tend to K-9 care, equipment maintenance and vehicle cleaning. Members on vacation will be credited one hour per day for K-9 care, equipment maintenance and vehicle cleaning.~~

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~~Section 5. All bargaining members should at least make the current base salary. The following Officers Baldino, Schrecengost, Rivera, and Melo should be brought to the current starting pay effective upon ratification of this Agreement. The aforementioned officers will receive the increase of their earnings retroactively to the date of completion of their probationary status.~~

~~Section 6. In the event of the passage of a State Constitutional Amendment or State Legislative Enactment which will alter or affect the flow of revenue to the City during the term of this agreement, the wage/rate of pay articles of the Agreement may, at the written request of the City, be reopened for negotiations.~~

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

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


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ARTICLE 13
SENIORITY

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

Section 2. The City agrees that seniority shall govern, or in the case of layoffs be a factor in, the following matters:

- A. Filling temporary vacancies. See Article 14, Section 31.
- B. ~~Layoffs will be in reverse order of seniority.~~ When evaluating who will be retained in the event layoffs are necessary, the City will consider these factors:

Seniority 60~~50~~%
Evaluations (3~~20~~%)
Military Service (10%)
Non-required certifications or education (10%).

- C. Selection of day or night shift and starting time.
- D. Any special event (Holiday Parade, July 4th, or any other event) shall be offered through a rotating list of bargaining unit personnel based upon Department seniority. This section does not apply to special details which require specified and established training and skills.

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

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

Section 5. ~~Bargaining unit members who are demoted, voluntarily or involuntarily, and thereafter regain the rank from which they were demoted, shall not 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.~~



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

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

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ARTICLE 14
ADDITIONAL MONETARY BENEFITS

Section 1. Compensatory Time

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

~~Section 2. Special Detail Assignment~~

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

Section 31. Call back is defined as any time an officer is called into work when he/she is off duty, or when the work time is not contiguous with his/her assigned shift. In the event of call back the employee shall be compensated for the actual time worked, but not less than three (3) hours at the rate of pay one and one-half (~~1+1/2~~1.5) times his or her regular rate of pay. When an officer is called for call back he/she will be guaranteed a minimum of three (3) hours at time and one-half and at his/her supervisor's discretion the officer may be required to work the entire three hours or longer. When an officer is called for call back his/her supervisor will indicate as to whether or not he/she should arrive in uniform or in plain clothes, if the option is available. Call back procedure as outlined in Section 3 of this article will be utilized as follows:

- Step 1: Vacancies will be filled with the off-going shift platoon by seniority.
- Step 2: These vacancies will be first offered to all Road Patrol Officers called in through seniority list.
 - A. The list will start with the most senior road patrol officer eligible to work call-back overtime by ID number.
 - B. In the event the shift vacancy is filled, the list will reset to the most senior road patrol officer.
- Step 3: All other personnel eligible for call-back overtime by seniority.
 - A. Must be eligible to work the entire shift vacancy.
- Step 4: Detective First Grade personnel called in by seniority.



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A. Must be eligible to work the entire vacancy.

Step 5: Ordered in by reverse seniority.

| Section 42. Court Time

- A. Court time will be paid at time and one-half when the officer is not on his regular assignment. An officer on court time will be compensated a minimum of three (3) hours at time and one-half.
- B. An employee who has been instructed to remain on standby for court appearance purposes during the employee's off-duty hours shall be paid one-half the straight time hourly rate for each hour on standby up to a maximum of eight (8) hours of standby duty in any one day. A minimum payment of one (1) hour straight time shall be paid for all standby assignments. When an employee is required to stand by for eight (8) hours, the employee shall receive four (4) hours plus one (1) additional hour at straight time. If an officer does go to court he will be paid for the court time indicated in Section A and not receive standby time pay.
- C. Bargaining unit members may report directly to court without prior check in at the police station. Members are still required to document their attendance at the court house and submit documentation to the Department.

| Section 53. On Call

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

| Section 64. The City will establish the hours of work best suited to meet the operational and fiscal needs of the Department. Any officer who accepts and participates in a shift swap will follow the proper protocol. No officer shall pay or otherwise compensate a fellow officer for swapping shifts. If the officer is sick and cannot meet his/her obligation to work the shift, they are permitted to find a replacement without penalty. If any officer abuses this privilege by calling in sick the first time, they will lose the sick time (per hour) and be suspended from shift swaps for three (3) months. The second subsequent sick call will be a six (6) month suspension from shift swaps, and the third sick call could force the member to be permanently disqualified from shift swaps. The member calling in sick will not be penalized if they provide a legitimate excuse or provide documentation of being sick.

| Section 75. Shift Changes - Employer

Page 26 of 67

GL

TA – PBA

GL

TA – City

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

Section 86. The City agrees that any member required to be out of Palm Beach County to attend court, seminars, or for any other reason as a result of his/her duties as a police officer, except if the officer is ~~exclusively the plaintiff's party~~ in a personal civil action, will be paid his/her regular rate of pay for each day or partial day required for said purposes. There will be no overtime compensation.

Section 97. Officer in Charge (“OIC”) or Investigator in Charge (“IIC”)
Whenever a bargaining unit member is assigned to fulfill the responsibilities of a supervisor for a period of four (4) or more consecutive hours, his/her regular rate of pay shall be increased by ~~five~~ seven percent (~~57~~%) for all such hours.

~~A. —~~ The City agrees that when temporarily assigning a Police Officer supervisory duties (OIC or ICC), it shall designate the officer on-duty who is highest on the promotional list for Sergeant. If there is neither a promotional list nor an on-duty officer on the list, ~~if a list exists,~~ the City agrees to assign the most senior on-duty Field Training Officer as OIC. If there is not a Field Training Officer on duty, the City agrees to assign the most senior officer on duty.

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

ARTICLE 15

UNIFORMS

Section 1. The City will provide up to three (3) full uniforms per year and shoes every six (6) months on an as-need basis. Purchase of shoes shall be limited to \$150.00 per pair. The City will supply replacements for the parts of the uniform when replacement is appropriate, as determined by the Chief, and if adequate funds are available in the City Budget. The Detectives and other members of the bargaining unit assigned to plain clothes duty will receive, in lieu of uniforms, for clothing used at work, up to a total of \$1,600.00 a fiscal year, ~~paid-in~~ limited to \$400.00 installments at the end of each quarter and pro-rated as appropriate. For bargaining unit members assigned to plain clothes duty, who receive clothing, i.e. polo shirts, to wear in the performance of their duties, will have the cost of such clothing deducted from the \$400.00 in the quarter following the date such clothing was ordered.

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

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

Section 4. Body Cameras: An Advisory Committee will meet to discuss the use of body cameras. This Article will be reopened for negotiations in August 2015.



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ARTICLE 16

MEDICAL EXPENSES PHYSICIAN SERVICES AND IMMUNIZATIONS

Section 1.

- A. The City shall provide a thorough annual physical examination, for each bargaining unit member of the Police Department. Appointments for those examinations will be made by the Police Department administration and will correspond with the employee's on-duty time.
- B. It is the responsibility of the employee to ensure that the physical exam, as noted in Section 'A', and all necessary follow-up testing be completed in a timely manner, as scheduled. Failure to do so, due to the importance of certification of fitness for duty, will result in the employee being placed in an unpaid leave status until such time as the full exam process is completed. Employees will be given opportunities to schedule appointments and/or associated medical tests while on duty.
- C. Pursuant to the Florida Worker's Compensation Act, F.S. 440, as amended from time to time, and the Law Enforcement Heart and Lung Bill, F.S. 112.18, as amended from time to time, expenses related to diagnostic testing for an employee's 'fitness for return to duty', and expenses related to a duty-connected injury or illness will be the responsibility of the City.

Section 2. The City shall provide for any immunizations or medical treatment as needed for protection from cuts or exposure to disease suffered in the line of duty.

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

Section 3. Immunization

- A. The City shall provide an immunization schedule during the life of this Agreement for all bargaining unit members as a means of protection from the following:
- B. Hepatitis – Type B: Members who refuse to be immunized for Hepatitis Type B and who later contract that disease shall not be presumed to have contracted the disease while on duty.
- C. Hepatitis – Type A: Offered to all members of the bargaining unit covered by this agreement.



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TA – City

Members who refuse to be immunized for Hepatitis Type A and who later contract that disease shall not be presumed to have contracted the disease while on duty.

D. The City shall offer flu shots for all members as a means of protection from contracting the flu while working during flu season.

Section 4. It shall be mandatory for the City to notify the employee when documentation exists that the employee was significantly exposed to a communicable disease in the line of duty only after such documentation is brought to the attention of the City. If an employee contracts a communicable disease as listed in Section 112.181 of the Florida Statutes, as amended from time to time, then it shall be presumed that the employee contracted that disease while on duty, except as stated in this Article, Sections 3-B and 3-C. Record keeping and notification of known exposures shall be as required by Chapter 112.181 Florida Statutes, as amended from time to time.

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

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

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

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

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



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ARTICLE 17

GROUP INSURANCE

Section 1. Medical, Vision and Dental Insurance

The City shall pay the total medical, vision and dental insurance premium for all bargaining unit members. The members will pay the full cost of medical, vision ~~and all but \$7.00 (see Section 3 of this article) of the~~ dental insurance for their dependents. Existing ~~October 1, 2014~~ coverage levels and benefits shall remain in effect until September 30, ~~2013~~2015. ~~– In the event the City changes benefit options for employees after September 30, 2013, then the health insurance coverage for the employee and their dependants may be amended from time to time. The City and PBA will reopen this Article in August 2015 for the final year of this Agreement (fiscal year 2015-16).~~

~~Should the employees' cost to provide dependent coverage for their dependents increase more than 15 % during any fiscal year 2014-15 the City and PBA will reopen negotiations to bargain the impact of the increases on employees.~~

~~The review and selection of insurance coverage shall be made on an annual basis by the City. To that end, the City will form a benefits 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 benefits committee.~~

Section 2. Life Insurance

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

~~Section 3. — Dental Insurance~~

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

Section 43. The City shall pay the premium for a Fifty Thousand Dollar (\$50,000.00) life insurance policy to all bargaining unit members at no expense to the employee. The policy shall bear a double indemnify provision for death occurring in the line of duty. This shall be in addition to any other benefits required by State or Federal law.

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ARTICLE 18

LEAVES

Section 1. Annual Leave - Vacation

A. All employees will follow the following vacation schedule:

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

B. Vacation requests may be submitted from 14 - 45 days in advance for vacation. In the event of conflicting requests for vacation dates, the senior member request shall prevail if it was submitted thirty (30) days prior to the date or dates requested. Vacations of two days or less may be made with twenty-four (24) hours advance notice or less. All other requests submitted less than 30 days shall be on a first come first serve basis regardless of seniority.

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

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Section 2. Sick Leave

A. Employees will earn ninety-six (96) hours of sick leave per year at the rate of eight (8) hours per month. The use of sick leave will be in accordance with the Personnel Policy Manual and Police Department Rules and Regulations, as applicable. Each bargaining unit member covered by this agreement is eligible to receive one bonus day of eight (8) hours for continuous attendance at work at the completion of each calendar quarter that the bargaining unit member has not used sick time during the previous quarter, nor has been absent from work or on leave other than those leave categories recognized in this document. Bonus days shall be counted as vacation leave and subject to the provisions set forth for use of vacation.

B. Employees who have more than one hundred twenty (120) hours of sick leave as of ~~October~~ September 1st, 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 any fiscal year~~. This conversion payout will occur by September 30th.

~~Section 3. — 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 80 hours, to be transacted anytime during the calendar year.~~

C. Sharing Sick Leave

1. ~~It shall be the policy of the~~ The City ~~to will~~ permit an employee to donate accrued sick leave time to another employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time when that employee has exhausted all accrued sick leave and vacation leave.

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

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

E. No member shall be placed on restricted sick leave unless that member has had a counseling session, with at least a Watch Lieutenant (Lieutenant rank only). During that counseling session, the member will be informed of the reasons he or she is being considered for restricted sick leave. At that time, the member will be given an opportunity to explain the sick days taken. When a member is placed on



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restricted sick leave, the member will be notified in writing of that fact. A unit member placed on restricted sick leave shall be re-evaluated in six months. If not re-evaluated within ten working days after the six month period the unit member will be removed from restricted sick leave. No employee shall be subjected to “house calls” by supervisors or their designees unless they have been placed on formal restricted sick leave or a documented reason for the visit is produced on each and every occasion and forwarded up the chain of command.

- F. At the employee's option, the employee may convert excess sick leave time as defined in accordance with this section to vacation time not to exceed forty (40) hours, to be transacted in the first month of the calendar year.

~~Section 4. Personal Time~~

~~A total of forty-six (46) hours for personal time per year will be allowed. Personal time will not be accumulated from year to year and will not be paid out upon termination of employment. Personal time is to be used in the same manner as vacation.~~

Section 3. Personal Leave

Each member is granted and may use forty-six (46) hours of paid personal leave. Year One (2014-15) will be prorated for the period from date of ratification to 10/1/15. Example: if the CBA is ratified 4/1/15, twenty-three hours of Personal Time may be used in the remainder of the fiscal year. The Year Two (2015-16) benefit will be the full forty-six (46) hours. Personal Leave for employees hired after ratification will be prorated. Unused Personal Leave will not be carried over year to year, will not be paid if not used, and will not be paid out upon termination of employment. Personal time is to be scheduled in the same manner as vacation. This benefit sunsets at the termination of this agreement.

Section 54. Bereavement Days

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

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ARTICLE 19

HOLIDAYS

Section 1. No employee's normal pay will be reduced because a holiday falls during the pay period.

Section 2.

The City will pay eight (8) hours of straight time pay for the following Holidays whether worked or not: will be as follows:

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

Section 23. An employee will receive 1.5 times their rate of pay for hours actually worked on the actual Holiday/holiday. pay will be at 1.5 times regular pay for all members of the bargaining unit whether or not the holiday is worked. If an employee's scheduled shift crosses the midnight day divide, (shift examples: 3:30 P.M. – 3:00 A.M. or 5:00 P.M. – 4:00 A.M.), the employee will receive 1.5 times their rate of pay for their entire shift.

Section 3. — Holiday Conversion

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



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

Section 43. The City agrees that bargaining unit members' hours of work and/or work schedules shall not be altered to avoid the payment of holiday pay or hours.

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ARTICLE 20

FUNERAL EXPENSES

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

Section 2. All employees shall, 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. In the event of conflicting claims for payment, the City will interplead the funds by court proceeding if the parties with conflicting claims cannot resolve their dispute within sixty (60) days.



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ARTICLE 21

EQUIPMENT MAINTENANCE & SAFETY

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

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

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



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ARTICLE 22

TRAINING

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

Section 2. Weapons Training.

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

Section 3. College Tuition Reimbursement

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

- "A" equals 100% of tuition and books
- "B" equals ~~100~~75% 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.

B. The City shall pay tuition and books reimbursement even if a course is not part of



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TA - City

a program leading to a degree providing that the course is job related and approved by the City Manager prior to registration of said course.

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



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ARTICLE 23

CAREER PATH PROGRAM

Section 1. The Career Path Program has been discontinued. Members participating in the program on date of ratification will continue to receive the 10% incentive until promoted out of the bargaining unit.

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

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

~~A.~~ Recognize and reward the officer through his/her training and educational achievements:

~~B.~~ Provide a career development path for Rank of Police Officer:

~~C.~~ Promote long term dedicated employees by offering incentives, alternatives and guidelines:

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

~~B.~~ Skill Level Two (II)

~~1.~~ Time in grade: 5–10 years continuous service

~~2.~~ Education Requirement (job related): 160 hours—Career Incentives or Training Courses

~~3.~~ Average or above average performance evaluation for the past two (2) years.

~~4.~~ Incentive pay increase—5%.

~~C.~~ Skill Level One (I)

~~1.~~ Time in grade: 10 plus years continuous service

~~2.~~ Educational Requirement: 400 hours—Career Incentives or Training Courses or a bachelor degree from an accredited college.

~~3.~~ Average or above average performance evaluation for the past two (2) years.

~~4.~~ Incentive pay increase—5% above the skill level (II) (total of 10% increase)

~~Section 4.~~ A Police Officer will need to declare the Career Path Program; being either career path or career incentive (however, if max out on career incentive, can use/pursue career path):

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

~~Section 6.~~ The Parties agree that the current Career Path Program shall be continued during the term of this Agreement and restricted to members currently participating in the

| [City Final Proposal - April 20, 2015](#)

| ~~program prior to October 1, 2007.~~



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ARTICLE 24

PERSONNEL RECORDS

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

Section 21. A personnel file for all City employees is maintained by the City's Human Resources Department. Employees may inspect and obtain copies of personnel files in accordance with Florida Law.

Section 3. Internal affairs investigatory files will be maintained in accordance with Fl. State Statutes.

Section 4. All bargaining unit members covered by this Agreement must be notified within 24 hours of the request in writing (E-mail is acceptable notification) when someone other than a City employee requests to review the bargaining unit members' personnel/I.A. file, unless the file is being inspected by a governmental agency (including IRS), or state attorney, in the conduct of a lawful criminal investigation when confidentiality of the investigation is requested. ~~file.~~



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ARTICLE 25

LEGAL ACTION

Section 1. In accordance with Florida Statutes, the City will provide legal defense for a member against any civil damage suits wherein said member is a named party and wherein the alleged damages were allegedly caused by the actions of said member while acting within the scope of his/her authority and within the course of his employment.

Section 2. The City will indemnify all members against judgments for compensatory damages entered against them as a result of their actions to the extent that the City is found liable for such actions.

Section 3. The City will select the Attorney who is to defend the employee relative to this Article.

Section 4. The employee will be responsible for filing any counterclaims at his/her expense.



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ARTICLE 26

DISCIPLINE

Section 1. The Parties recognize that the interests of the community and job security of the bargaining unit members depends upon the City’s success in providing proper and efficient services to the community. To this end, the City and the PBA encourage to the fullest degree, behavior which is positive and supportive of the goals of effective municipal management and public safety. The Parties recognize the need for progressive and appropriate discipline when an employee’s conduct and job performance are inconsistent with said goals.

Section 2. No bargaining unit member shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following disciplinary actions shall be utilized and, depending on the severity of the offense, the first action may be at any appropriate level including dismissal.

- A. Written Reprimand
- B. Suspension Without Pay
- C. Demotion
- D. Dismissal

Section 3. Any bargaining unit member who has been promoted consistent with and pursuant to Article 7 herein who, thereafter, is demoted shall be returned to the position and shift he or she occupied immediately prior to the promotion or to a position and shift consistent with his or her seniority as a sworn officer with the Police Department, whichever is more favorable for the member. Personnel re-entering the bargaining unit as provided above shall be placed in their respective Step Pay Plan based upon their completed years of sworn service with the City of Boynton Beach Police Department at the time of demotion.

Section 4. ~~No bargaining unit member shall be subject to demotion, termination, or a suspension without pay of more than two (2) daystwenty four (24) hours without first being afforded the right to a pre-determination conference with the City Manager.~~No Employee shall be subject to major discipline without first being afforded a pre-determination conference with the City Manager. No pre-determination conference shall be conducted with less than ten (10) calendar days’ notice to the Employee.

Section 5. Suspensions will be imposed in ~~is defined as~~increments of eight (8) hours loss of pay.



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

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



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ARTICLE 26B
APPEALS OF DISCIPLINARY ACTION

Discipline is classified as either major or minor.

MAJOR DISCIPLINE is a:

- termination,
- demotion, or
- suspension without pay of more than ~~twenty-four (24)~~ sixteen (16) hours.

~~No Employee shall be subject to major discipline without first being afforded a pre-determination conference with the City Manager. No pre-determination conference shall be conducted with less than ten (10) calendar day notice to the Employee.~~

MINOR DISCIPLINE is a:

- written reprimand,
- suspension without pay of sixteen (16) ~~twenty-four (24)~~ hours or less.

~~When considering the level of discipline to be imposed, all prior discipline received by an Employee shall be considered when a new discipline is contemplated, but not all prior discipline shall be given the same weight. By way of example: the older a discipline, the less its weight. A pattern of discipline over a short period of time has greater weight than sporadic discipline spread over an extended period of time.~~

~~Major and minor discipline may include a corrective component such as EAP, instruction, or training but the corrective component has no effect on the type of appeal that is available.~~

Appeals of disciplinary action shall be handled as follows:

MAJOR DISCIPLINE:

Major discipline may be by appeal to an arbitrator, by using the same procedure for appointment of an arbitrator as set forth in Grievance Article above. The Union may request review of the discipline by the City Manager provided it does so before the ~~ten (10)~~ fifteen (15) day time limit for requesting arbitration. If a meeting is requested, the fifteen (15) ~~ten-day (10)~~ time limit for requesting arbitration shall be abated. The request for appointment of an arbitrator must be made in writing within fifteen (15) ~~ten (10)~~ calendar days of notice of the City's disciplinary action or review by the City Manager is completed is review by the City Manager was timely requested.

The arbitrator may sustain, reverse, or modify the discipline set by the City Manager. The decision of the arbitrator is final and binding on the parties. If the arbitrator reverses the discipline in its entirety, the Employee will be made whole. ~~Here, the term "whole" means~~



TA – PBA



TA City

~~restoration of standard, objective base salary and benefit amounts which are calculated without the use of assumptions. This includes restoring all base salary back pay, leave benefits, automatic longevity bonuses, health insurance premiums, and standard retirement benefit contributions. “Whole” does not include any funds or benefits which the Employee might have received on a subjective basis, such as overtime, off duty details, discounts from third parties, performance-based bonuses, or performance-based salary increases. The total amount of funds and benefits issued by the City to the Employee shall be offset by any third party income the Employee earned during any period of termination, unpaid suspension, or demotion. Any and all procedures regarding arbitration which are not specifically set forth in this Section shall be governed by Article 27, Sections 4 through 9. The decision of the arbitrator is final and binding on the parties subject only to the rights of the parties to confirm, clarify, or set aside the award as set forth in the Florida Arbitration Code.~~

MINOR DISCIPLINE:

Written reprimands may not be appealed but the Employee may submit a written response provided the response is submitted within fifteen (15) ~~ten (10)~~ days of the written reprimand. If a written response is submitted by the Employee, it shall be attached to the written reprimand and placed in the Employee’s personnel file.

Suspensions without pay of sixteen (16) hours or less may be appealed to the City Manager whose decision shall be final. An appeal shall be filed in writing within fifteen (15) ~~ten (10)~~ days of notice of the suspension without pay. The City Manager shall render a decision within twenty (20) days of the appeal. The City Manager’s decision may be to sustain, fully reject, or lessen the discipline. The City Manager or her designee will ~~may~~ conduct interviews with the grievant, departmental staff, or members of the bargaining unit as part of his/her review of the discipline.

ARTICLE 27
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member or the PBA which involves the interpretation or application of, or compliance with, the provisions of this Agreement. Appeals of disciplinary action are not grievances but may be brought following the procedures set forth in Article 26 B.

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~~request 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 request must be timely filed with to made timely by a Submission to Dispute Resolution filed with the American Arbitration Association (AAA) or Federal Mediation and



TA - PBA



TA - City

Conciliation Service (FMCS) on or before the fifteenth (15th) day deadline, with a copy to the City Manager. 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. The rules for conduction the arbitration will not be the rules of AAA or FMCS unless agreed to by the City and PBA, but will be governed by the terms of this Agreement.~~

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

Section 5. The arbitrator will be selected by mutual strike, with the Grieving party striking first. Each Party has a one-time right to strike the entire panel. After an arbitrator has been selected, the arbitration hearing shall be held on a date mutually agreeable to the City and the Union.

Section 6. 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.

Section 7. A transcript of the proceeding will be made, unless waived by both Parties. The cost, including the arbitrator's copy, will be shared equally by the Parties with the PBA share not to exceed \$500.00.

Section 8. The arbitrator shall render an Award within thirty (30) days of receipt of the briefs, if any, or of the transcript if Parties have agreed to submit the transcript in lieu of briefs.

~~Section 5. — Expedited Arbitration~~

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

- ~~(1) The selection of an arbitrator must be completed within fifteen (15) working days of receipt of an arbitrators panel provided by the FMCS. Failure to strike the arbitrators panel and select an arbitrator within fifteen (15) working days will result in the untimely Party's acceptance of the timely Party's selection of any arbitrator from the FMCS or AAA list provided.~~



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~~(2) After an arbitrator has been selected, the arbitration hearing shall be held no later than thirty (30) days thereafter, unless the arbitrator is unavailable within this thirty (30) day period.~~

~~(3) Briefs, if any, must be filed with the arbitrator no later than thirty (30) days after the close of the Hearing or after receipt of the transcript, if a transcript is requested. By mutual agreement of the Parties, the transcript may be submitted to the arbitrator in lieu of briefs.~~

~~(4) The arbitrator shall render an Award within thirty (30) days of receipt of the briefs, if any, or of the transcript if the Parties have agreed to submit the transcript in lieu of briefs.~~

Section 69. 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 710. ~~Probationary employees (nor the PBA on their behalf) do not have the right to file grievances or disciplinary appeals.~~ A probationary employee may not grieve any matter concerning assignment, or discharge for reasons of failure to meet performance standards.

Section 811. 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 912. 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.



TA - PBA



TA - City

ARTICLE 28

RIGHTS OF BARGAINING UNIT MEMBERS UNDER INVESTIGATION

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



TA – PBA



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ARTICLE 29

PAST PRACTICES

All employment practices listed below shall remain in effect:

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

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TA – PBA

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TA – City

ARTICLE 30

PERSONAL VEHICLES

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

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



TA – PBA



TA – City

ARTICLE 31

DRUG TESTING

The City is a Drug Free Workplace and has established a Drug Free Workplace Policy. Bargaining Unit employees are subject to random, reasonable suspicion, and post-accident drug testing. Post-accident testing may be required by a supervisor in accordance with rules approved by the City and the PBA. 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 a State certified laboratory for all drug testing.

DEPARTMENTAL POLICIES, RULES AND REGULATIONS

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

~~Section 2. — In the event the City intends to amend or revise an existing rule or intends to implement any new rule, it shall give no less than thirty (30) days written notice to the Union. The notice will include the intended implementation date of the amendment. as required by law and this Agreement.~~



TA - PBA



TA - City

ARTICLE 32

POSTING

Vacancies in positions or assignments will be posted in-house no less than ~~(30)~~ thirtyfifteen (15) days before the application deadline for the position or assignment. Anyone applying for a posted position must meet the qualifications on the final day of posting; for example, while the applicant may not be eligible at the time his/her application is submitted, if the applicant will satisfy all of the qualifications by the final day of posting, the application shall be accepted and considered.



TA - PBA



TA - City

ARTICLE 33

COMPLETE AGREEMENT AND NON-WAIVER PROVISION CLAUSE

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

Section 2. There is no past practice which results in a monetary benefit except as set forth expressly in this Agreement. All bargaining unit members are covered under the terms of this Agreement, Departmental Rules and Regulations and the City's Personnel ~~Police~~-Policy Manual and not under any Civil Service Rule/Regulation and heretofore in existence. When the City or Police Department intends to modify Department Rules and Regulations or the City's Personnel Policy Manual the City will provided written notice to the PBA. The notice will include a description of the change and an implementation date which shall be no less than 45 days from the date of notice. If the PBA believes that that modification constitutes a change to wages, benefits or conditions of employment, PBA will have 10 days from date of notice to advise the City if the PBA is requesting pre-implementation or post implementation impact bargaining and to identify with specificity the manner in which the modification affects the rights of its members. The PBA response shall include 3 dates and times when the PBA is available to meet with the City to discuss/bargain the modification, excluding dates in the first 10 days following the PBA request. When bargaining is requested, it shall begin no less than 10 days following the PBA's request and shall be concluded within 14 days following the first bargaining session. Unless otherwise agreed to by the City and PBA during their bargaining, the modification will take effect as initially announced by the City, subject to the PBA's right to continue impact bargaining. This provision is not a waiver, restraint or limitation on the City's management right to determine unilaterally the purpose of its Police Department, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. All reference to days in this section means calendar days, inclusive of Saturdays, Sundays and Holidays.

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

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



TA – PBA


TA – City

ARTICLE 34
SEVERABILITY

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

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



TA - PBA



TA - City

ARTICLE 35

DURATION

This Agreement shall take effect when ratified by the members of the collective bargaining unit and the City Commission and shall remain in effect until September 30, ~~2013~~ 2016, ~~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, 2013, all of the provisions of this Agreement shall remain in full force and effect during the time intervening, including the periods during which the Parties are negotiating a successor Agreement and/or are engaged in impasse proceedings.~~ No base wage increase, step, cost of living, or other compensation adjustments, except increases resulting from an assignment, shall be paid beyond September 30th of each year, except as provided in a subsequent Memorandum of Understanding or Collective Bargaining Agreement.

The following Articles are subject to reopened negotiations in ~~May~~ August 2015 for the ~~third~~ final year of this Agreement (2015-16):

Article 15 – Uniforms

Article 17 - Group Insurance



TA – PBA



TA – City

ARTICLE 36

TAKE HOME VEHICLES

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

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

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

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

| Section 5. A member who lives beyond the twenty (20) mile radius described in paragraph 2 above will be assigned a specific vehicle from the pool but may not take his/her car home.



TA - PBA



TA - City

ARTICLE 37

LONGEVITY PAY

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

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

~~Employees will receive a cash Lump Sum Bonus as follows:~~

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

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

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

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

~~On the employee’s twenty-fifth (25th) anniversary a lump sum payment of \$2500.00~~

~~This 25th 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 25th year of service and is not enrolled in the DROP plan will receive this payment on October 1, 2007. All other employees will receive this payment upon their actual anniversary date.~~

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

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



TA – PBA



TA – City

ARTICLE 37
OFF-DUTY DETAILS (Secondary Employment)

All off-duty details (worked performed for a second party employer) require prior written approval by the Chief of Police or his designee. Police Department Index Code 712 applies except as modified in this Article.

The City will continue ~~PBA will~~ coordinating ~~e~~ off-duty details. ~~directly with interested second party employers.~~

The net rate of pay for off-duty details paid to the officer will be set by the PBA, but no less than \$30.00 per hour with a three hour minimum. ~~Collection is the responsibility of the officer and the PBA.~~

The City will act as the conduit for ~~P~~payment for off-duty details ~~shall be made directly~~ from the second party employer to ~~the PBA, which shall in turn pay~~ the officer. Payment ~~of~~ to the officer is contingent on collection from the second party employer.

Any payments for off duty detail work performed on behalf of a second party employer shall not be considered compensation for pension calculation purposes¹.

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

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

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

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

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

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

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

Any police officer may not work more than 24 hours of overall off-duty details during any 7-day work period. Exception would be when officer is on vacation (minimum of 40 hours leave) then the 24-hour limitation may be exceeded.


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

The program changes outlined above will take effect ~~1/1/15~~ the first of the month following 90 days after ratification.

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

ARTICLE 38
DETECTIVE FIRST GRADE

The rank of Detective First Grade has been eliminated. See Article 7, Assignment Pay regarding the grandfathered rights of employees who previously achieved that rank.; ~~now having been fully re-established in the agency and organizational chart will continue as follows. The current promotional list will immediately expire upon ratification of this contract. Newly promoted Detective First Grade must subsequently complete a one (1) year probationary period. The promotional list shall be valid for one year from the date the official list is published.~~



TA - PBA



TA - City

NEW ARTICLE

PENSION

Section 1. Bargaining Unit Members hired on or after October 1, 2015 will have a pension multiplier of three percent (3%).



TA – PBA



TA – City

Agreed to this 2nd day of June, 2015, by and between the respective Parties through the authorized representatives of the PBA and the City.

PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION

[Signature]
Witness
[Signature]
Witness

By: [Signature]
John Kazanjian, President
By: [Signature]
Gary Lippman, General Counsel

CITY OF BOYNTON BEACH

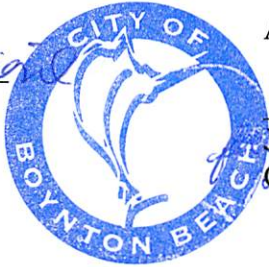
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Witness

By: [Signature]
Mayor - Jerry Taylor

[Signature]
Witness

ATTEST:
[Signature]
Janet M. Prainito
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:
[Signature]
City Attorney



[Signature]
City Manager

Ratified by City Commission
6-2-15
Date

Ratified by Union
5.22.2015
Date

GL
TA - PBA

[Signature]
TA - City

APPENDIX 1 (Referenced in Article 7)

FIELD TRAINING AND POLICE TRAINING OFFICERS

The PTO and FTO programs will work in concert to prepare and evaluate newly hired officers.

1. Field Training Officer (FTO) DEFINED: Any sworn department member assigned to Uniform Services in Road Patrol capacity working on any Platoon in full uniform and marked police cruiser subject to the demands of receiving and handling calls for service from Communications as their daily routine are available to train newly employed personnel in the field.
2. Police Training Officer (PTO) DEFINED: A sworn member of the Administrative Services Division who has been selected, in accordance with Article 32, and who has completed the requisite training as defined by the department's Index Code on the PTO program.
 - a. Officers who are in training will occasionally require training from members of other specialized units within the department, (e.g. Traffic, K-9, etc.) The officers from those specialized units who provide this training will receive seven percent (7%) incentive pay for hours worked in this training capacity. This training incentive pay will be retroactive to the hours of their assignment.
3. PTOs and FTOs will be responsible for training all newly assigned probationary employees.
4. In the event a PTO is reassigned from the PTO unit to any other duty assignment, they will no longer be considered a PTO and will no longer receive their assignment pay.
5. Assignment as a PTO or FTO is not a promotion to any rank.
6. An officer's assignment as a PTO or FTO can be ended or suspended at the discretion of the Chief of Police.

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RESOLUTION R15-063

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH, FLORIDA AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION (PBA) FOR THE OFFICER AND DETECTIVE BARGAINING UNIT FOR THE PERIOD OF OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the Palm Beach County PBA successfully negotiated a new three year Collective Bargaining Agreement; and

WHEREAS, the Agreement was ratified by the Bargaining Unit of the Union; and

WHEREAS, the City Commission of the City of Boynton Beach deems it to be in the best interests of the residents and citizens of the City to ratify and execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby ratify the Collective Bargaining Agreement between the City of Boynton Beach and the Palm Beach County PBA for the Officer and Detective bargaining unit for the period of October 1, 2013 through September 30, 2016, and authorizes the Mayor and City Clerk to sign the Agreement, a copy of which is attached hereto as Exhibit "A".

Section 3. This Resolution will become effective immediately upon passage.

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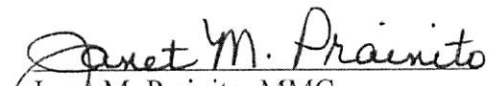
PASSED AND ADOPTED this 2nd day of June, 2015.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Jerry Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice Mayor – Joe Casello	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner – David T. Merker	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner – Mack McCray	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner – Michael M. Fitzpatrick	<input checked="" type="checkbox"/>	<input type="checkbox"/>

VOTE 5-0

ATTEST:


Janet M. Prainito, MMC
City Clerk

