

AGREEMENT

BETWEEN

CITY OF BOYNTON BEACH, FLORIDA

AND

**PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**

POLICE LIEUTENANTS

FOR A TERM ENDING SEPTEMBER 30, 2019

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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 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 classification: Police Lieutenant 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.



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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 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 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 (s)he may be disciplined. The City may negate the employee's concern regarding discipline by written confirmation to the officer that (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 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 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 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.

Section 2. No employee 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 7L

TEMPORARY ASSIGNMENT

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



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ARTICLE 8L

VACANCIES AND PROBATION

- Section 1. 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. All newly promoted Police Lieutenants have a probationary period of one (1) year from the date of promotion.



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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.



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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 11L

OUTSIDE EMPLOYMENT

Section 1.

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.



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ARTICLE 12L

RATE OF PAY

Section 1.

Effective October 1, 2016, the minimum/maximum base pay for the bargaining unit position is:

Lieutenant: \$101,295.79 - \$125,269.14.

Year One (October 1, 2016 – September 30, 2017):

On the anniversary date as a Sworn Police Lieutenant with the department occurring on or after October 1, 2016, an employee will receive a lump sum payment of \$2,500.00, which will be paid in the second check of the month following the employee's anniversary date as a Sworn Police Lieutenant with the department.

No employee will receive a base wage increase that will take their base pay over top out pay.

Year Two (October 1, 2017 – September 30, 2018):

On the anniversary date as a Sworn Police Lieutenant with the department occurring on or after October 1, 2017, an employee will receive a lump sum payment of \$2,500.00, which will be paid in the second check of the month following the employee's anniversary date as a Sworn Police Lieutenant with the department.

No employee will receive a base wage increase that will take their base pay over top out pay.

Year Three (October 1, 2018 – September 30, 2019):

On the anniversary date as a Sworn Police Lieutenant with the department occurring on or after October 1, 2018, an employee will receive a lump sum payment of \$2,500.00, which will be paid in the second check of the month following the employee's anniversary date as a Sworn Police Lieutenant with the department.

No employee will receive a base wage increase that will take their base pay over top out pay.



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ARTICLE 13L

SENIORITY

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

Section 2. Seniority shall accumulate during all authorized leaves.

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

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

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

Section 6. Bargaining unit members who are demoted, voluntarily or involuntarily, will regain the rank from which they were promoted.



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ARTICLE 14L
CALL-BACK PAY

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

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



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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, 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.


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Section 4. Body Cameras: An Advisory Committee met to discuss the use of body cameras. The City and Union agree to re-open this section of the contract at the request of the City at any time during the contract in order to formalize language surrounding the use of body cameras.



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ARTICLE 16

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.



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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.

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.



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ARTICLE 17

GROUP INSURANCE

Section 1. Medical, Vision and Dental Insurance

Effective October 1, 2015, the sole medical benefit plan available to employees will be a High Deductible Health Plan (HDHP). The City shall pay the total HDHP medical, vision and dental insurance premium for all bargaining unit members while employed by the City. The members will pay the full cost of HDHP medical, vision and dental insurance for their dependents.

A. Medical Insurance:

Year One (October 1, 2016 – September 30, 2017):

1. The City will provide opportunities to convert an annualized total of up to one thousand dollars (\$1000.00) of any combination of sick and vacation time at the 100% conversion rate to help fund their HSA. This conversion can be done during the follow times:
 2. November 1, 2016 – November 30, 2016 (any amount up to an annualized total of \$1000.00)
 - April 1, 2017 – April 30, 2017 (any amount up to an annualized total of \$1000.00)
- For purposes of this Article, “annualized” means plan year October 1, 2016 through September 30, 2017.

Year Two (October 1, 2017 – September 30, 2018) and Year Three (October 1, 2018 – September 30, 2019):

The City and the Union agree to reopen this Article in July of each contract year if any of the following conditions are met:



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- a) The premium cost for dependent coverage increases by more than six percent (6%).
- b) A type of plan other than a High Deductible Health Plan will be offered
- c) The deductible amounts for the High Deductible Health Plan increases.
- d) If the City's Employee Health and Wellness Center is not operational by April 1, 2017.

Should none of the above-mentioned conditions be met, then the City and Union agree to the terms of Year One (with the understanding that the dates are modified to be reflective of that contract year) for the remaining years of the contract.

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. 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 18L

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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- D. Effective June 2, 2015, the provisions of the City's Management Package for additional vacation hours no longer apply to the bargaining unit.

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, family sick time, and/or FMLA coded leave during the previous quarter, nor has been absent from work or on leave other than non-FMLA vacation, scheduled sick, bereavement, compensatory time, and/or jury duty. 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 that they will accrue by September 30th 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. The request for this conversion must be received by the City's Finance Department between August 1st and September 1st. This conversion payout will occur by September 30th.
- C. Sharing Sick Leave


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1. The City 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 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.

Section 3. Personal Leave

Each member is granted and may use forty-six (46) hours of paid personal leave. Personal Leave for employees hired after ratification will be prorated. Unused Personal Leave will not be carried over from year to year, will not be paid if not used, and will not be paid out upon separation of



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employment. Personal time is to be scheduled in the same manner as vacation. This benefit sunsets at the termination of this Agreement.

Section 4. 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

HOLIDAY PAY

Section 1. Bargaining Unit Members will receive Holiday Pay in the following manner:

A. The second paycheck in October, members will receive 90 hours straight time Holiday Pay at current rate of pay on check date. This payment is for the following holidays:

- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day

B. The second paycheck in January, members will receive 75 hours straight time Holiday Pay at current rate of pay on check date. This payment is for the following holidays:

- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day

Section 2. Bargaining Unit Members must be actively employed on the paycheck date in order to receive the Holiday Pay in Section 1.

Section 3. Bargaining Unit Members who leave employment must pay back any holidays for which they were paid but were not employed on date of holiday. This payment will



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be deducted from the member's final pay check at the hourly rate at which the holiday was paid.

Section 4. New Hires will receive Holiday Pay on a pro-rated basis on the first paycheck of the month following date of hire. The proration will be calculated as follows:

- A. If hired between October 1st and January 1st, (s)he will receive Holiday Pay for only the holidays in Section 1A that occurred while (s)he was actively employed.
- B. If hired between January 2nd and September 30th, (s)he will receive Holiday Pay for only the holidays in Section 1B that occurred while (s)he was actively employed.

Section 5. There is no additional pay, premium or otherwise, for time worked on City-observed or actual holidays.

Section 6. There is no pay, premium or otherwise, to Bargaining Unit Members who do not work on City-observed or actual holidays.



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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 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 reimbursement for tuition and books, subject to budget appropriation, 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. Reimbursement rate percentages are as follows:

- "A" equals 100% of tuition and books
- "B" equals 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


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

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

C. Reimbursement for amounts over the IRS allowable calendar year tax-free benefit are subject to income tax withholding. The IRS allowable calendar year tax-free amount for January 1, 2016 through December 31, 2016 is \$5250.00. The IRS may adjust this amount each year.

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



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ARTICLE 23

RESERVED



TA - PBA



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ARTICLE 24

PERSONNEL RECORDS

Section 1. 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 2. Internal affairs investigatory files will be maintained in accordance with Fl. State Statutes.

Section 3. 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.


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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.



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Section 4. 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 increments of eight (8) hours loss of pay.

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 an 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 sixteen (16) hours.

MINOR DISCIPLINE is a:

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

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 fifteen (15) day time limit for requesting arbitration. If a meeting is requested, the fifteen (15) day time limit for requesting arbitration shall be abated. The request for appointment of an arbitrator must be made in writing within fifteen (15) 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. 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



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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) 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) 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 conduct interviews with the grievant, departmental staff, or members of the bargaining unit as part of his/her review of the discipline.


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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



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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 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 the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) on or before the fifteenth (15th) day deadline, with a copy to the City Manager. 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.



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

Section 11. 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 12. 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.


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ARTICLE 28

RESERVED

ARTICLE 29

RESERVED



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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.



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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.

The Drug Free Workplace Policy approved by the City and the PBA is attached as Addendum "A."



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ARTICLE 32

POSTING

Vacancies in positions or assignments will be posted in-house no less than fifteen (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.



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ARTICLE 33

COMPLETE AGREEMENT AND NON-WAIVER PROVISION

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 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



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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.


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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.



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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, 2019. 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.



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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) 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.



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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 coordinating off-duty details. The net rate of pay for off-duty details paid to the officer will be set by the PBA, but no less than \$35.00 per hour with a three (3) hour minimum.

Current Rates:

Regular Days:

Vendor Bill Rate: \$42.00/hour
Officer Rate: \$35.00/hour
City Admin Rate: \$ 7.00/hour

Holiday/Premium Days:

Vendor Bill Rate: \$52.00/hour
Officer Rate: \$45.00/hour
City Admin Rate: \$ 7.00/hour

Holidays and Premium Days Include:

New Year's Eve
New Year's Day
Super Bowl Sunday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Halloween
Thanksgiving Day
Day After Thanksgiving (Black Friday)
Christmas Eve
Christmas Day



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The City will act as the conduit for payment for off-duty details from the second party employer to the officer. Payment 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 \$7.00 dollars per hour for every detail worked to offset equipment costs.

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.

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.



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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.

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.


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ARTICLE 38L

NO STRIKE OR LOCK-OUT

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

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

Section 3. Each Sergeant who holds a position with the City occupies a position of special trust and responsibility in maintaining and bring about compliance with this Article and the strike prohibition in Florida Statutes 447.505 and the Constitution of the State of Florida. Accordingly, the Union, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other employees and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

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



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ARTICLE 39L

PENSION

Section 1. Bargaining Unit Members hired as Police Officers on or after October 1, 2015, and who thereafter are promoted into the Police Lieutenants' Bargaining Unit, will have a pension multiplier of three percent (3%).

Section 2. Upon ratification of this Agreement, the City and the Union conformed to the statutory requirement to negotiate provisions of SB 172, codified as Laws of Florida 2015-39 by entering into a Mutual Consent Agreement. The Mutual Consent Agreement is attached hereto as Addendum "B."

Section 3. The vesting period for Police Lieutenants hired on or after October 1, 2016 is ten (10) years.

Section 4. The City and Union agree to reopen this Article at the request of City during year three of this contract.



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ARTICLE 40L

WORKERS' COMPENSATION AND DUTY DISABILITY

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

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

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



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ARTICLE 41L

QUALIFICATIONS FOR A BARGAINING UNIT POSITION

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

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



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ADDENDUM "A"

DRUG FREE WORKPLACE POLICY

1.1 PURPOSE

The City of Boynton Beach is committed to providing a safe work environment for its employees and our community. Drug and alcohol abuse is national problem that is prevalent in society and impairs the health and safety of employees, promotes crime and harms our local community. Moreover, the illegal possession, use, sale, and distribution of controlled drugs are criminal acts that directly threaten the integrity of all employees in the City. The City is addressing this problem through its DRUG FREE WORKPLACE Program.

Substance abuse is a complex, yet treatable disease. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe and productive drug and alcohol free environment. We encourage those who use drugs or abuse alcohol to seek help in overcoming their problem. The City considers substance abuse to be an unsafe and counterproductive work practice.

1.2 SCOPE

This policy applies to all PBA collective bargaining unit members at the City of Boynton Beach.

1.3 DEFINITIONS

1. "Chain of Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to the final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storage of specimens and reporting test results
2. "Confirmation Test", "confirmed test" or "confirmed drug test" is a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
3. "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein. Threshold detection levels are established by Florida regulations. Therefore activities participated in while off duty may result in positive drug tests. For DOT covered employees, alcohol includes any intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols.



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Consumption of a preparation including alcohol (beverages or medicines) A list of the most common medications which may alter or affect a drug test are found in Section 1.5, Letter I of this policy. Employees and job applicants should review this list prior to submitting to a drug test.

4. "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
5. "Employee" means an individual who works for salary, wages, or other remuneration for the City and is covered by the workers compensation act.
6. "Employee Assistance Program" (EAP) is an established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.
7. "Employer" means an agency within state government that employs individuals for salary, wages, or other remuneration.
8. "Initial drug test" means a screening procedure of the blood and/or urine of employees and job applicants for the presence of alcohol and illegal drugs in accordance with the Florida Drug Free Workplace Program and appropriate Florida administrative rules.
9. "Job Applicant" means a person who has applied for a position with the City and has been offered employment conditioned upon successfully passing a drug test.
10. "Mandatory-testing position/Safety-sensitive position" means with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to F.S. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
11. "Medical Review Officer (MRO)" means a licensed physician with knowledge of prescription drugs, pharmacology and toxicology of drugs, who may be responsible for receiving and reviewing all positive confirmed test results and who may be responsible for contacting all individuals who test positive in a confirmation test to inquire about possible medications which could have caused a positive result. The MRO need not be an employee of the City.
12. "Prescription or Nonprescription Medication" means a drug or medication obtained pursuant to a prescription as defined by F.S. 893.02 or a medication that is authorized


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pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

13. "Reasonable Suspicion Drug Testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing may not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:

- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
- d. Evidence that an individual has tampered with a drug test during employment with the current employer.
- e. Information that an employee has caused, or contributed to, an accident while at work:
 - i. If a bargaining unit member is involved in an accident in which the member was driving a City owned vehicle, and any one of the following occurs: an individual dies, an individual suffers a bodily injury and receives medical treatment away from the scene of an accident, one or more vehicles (whether operated by a City employee or not) incurs "disabling damage" as the result of the occurrence, or is transported away from the scene by a tow truck or other vehicle, and under any circumstances when the bargaining unit member is issued a traffic citation.
 - ii. "Disabling damage" means damage that precludes departure of any vehicle from the scene of the occurrence in its usual manner. Disabling damages includes damage to vehicles that could have been operated but would have been further damaged if so operated. Disabling damage does not include damage that could be remedied temporarily at the scene of the occurrence without special tools or parts; a flat tire with no spare available, minor scrapes/scratches to the exterior of the vehicle; or damage to headlights, taillights, turn signals, horns or windshield wipers that make them



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inoperative.

- iii. An order to submit to post accident testing can be made by a Police Sergeant or higher rank. Any bargaining unit member ordered for a post-accident drug test may, at the member's option, be accompanied to the testing by an available Union Representative. The Union Representative shall act as a quiet observer to the testing procedure and shall not interfere with the testing procedures or direct questions or comments to the testing personnel. The unavailability of a Union Representative shall not preclude the post-accident drug testing from taking place.
 - iv. Refusal to submit to an order for post-accident drug testing, or intentionally delaying a post-accident drug test can result in termination; however, nothing herein shall abrogate a bargaining unit member's right to challenge the results of the drug test.
 - f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
14. "Special-Risk Position" means a position that is required to be filled by a person who is certified under Chapter 633, Fire Prevention and Control or Chapter 943, Department of Law enforcement.
15. "Specimen" means a tissue or product of the human body including blood, urine, or saliva capable of revealing the presence of alcohol and/or illegal drugs or their metabolites.
16. "Stepping Forward" means that an employee comes forward and requests assistance for substance abuse *prior* to being selected for a random drug test, or prior to being ordered to submit to a reasonable suspicion drug test, fitness for duty evaluation, or prior to being involved in an accident or sustaining an injury, which requires drug testing.

1.4 POLICY

- A. It is the policy of the City that an employee found with the presence of alcohol, illegal drugs, or prescription medication in levels exceeding prescribed dosage in his/her system, in possession of, using, selling, trading or offering for sale illegal drugs or alcohol during working hours, may be subject to disciplinary action up to and including termination. A refusal to submit to a drug test is grounds for immediate termination.

An employee reporting for work visibly impaired and that is unable to properly perform required duties, will not be allowed to work. The supervisor should first attempt to seek another supervisor's opinion of the employee's status. Then the supervisor should


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consult privately with employee with the observation, to rule out any problem(s) that may have been caused by prescription drugs.

If, in the opinion of both supervisors, the employee is considered impaired, the employee should be drug tested by an authorized provider and then provided safe transportation home. An impaired employee must not be allowed to drive and if necessary can be transported home by a supervisor or another employee.

It is the responsibility of the City's supervisors to counsel with an employee whenever they see changes in performance that suggest a potential employee problem. The supervisor may suggest that the employee voluntarily seek help from the employee assistance program or decide that the severity of the observed problem is such that a formal referral to the EAP should be made.

B. USE OF PRESCRIPTION MEDICATIONS/DRUGS WHILE ON DUTY

1. Prescription drugs prescribed by the employee's physician, who is licensed to practice medicine in the United States, may be taken during working hours in strict accordance with the provisions of the Policy. Employees should never use intoxicants or drugs that could cause impairment during work hours. An employee who is using a prescription medication while on the job shall do so in strict accordance with medical directions.
2. It is the employee's responsibility to notify the prescribing physician of his/her job requirements/functions to ensure that the physician approves the use of the prescription medication while the employee is performing his/her job duties. It is recommended that the employee provide his/her physician with a copy of the FDLE standards for law enforcement officers so the physician is aware of the physical requirements of the position.
3. It is the employee's responsibility to immediately notify the Director of Human Resources and Risk Management or designee when (s)he is prescribed any medication that is considered a controlled substance on Schedules II, III, or IV as defined and amended from time to time in Florida Statutes 893.03. Failure to disclose this information may result in disciplinary action up to and including termination of employment. The Director of Human Resources and Risk Management may require the employee to provide a note from his/her prescribing physician stating that the employee is able to perform the functions of a law enforcement officer while taking the medication as prescribed.
4. The employee shall notify the Director of Human Resources and Risk Management or designee if the use of his/her properly prescribed medications/drugs (other than


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those considered a controlled substance on Schedules II, III, or IV as defined and amended from time to time in Florida Statutes 893.03) will affect the employee's work performance.

5. If the prescribing physician determines that the employee cannot perform his/her job duties without impairment while taking the prescribed medication, then the employee will be required to use his/her sick and/or FMLA leave, or unpaid leave if his/her leave pools are exhausted, until (s)he can return to work. If the employee reports to work, the City will presume that the employee is not impaired.
6. Abuse of prescription drugs will not be tolerated.

A. Conditions of Pre-Employment

The City will conduct a pre-employment screening examination designed to prevent hiring individuals who use drugs.

1. To determine the suitability of employees to work for the City the following pre-employment conditions are established:
 - a) Job Applicants in mandatory-testing positions, safety-sensitive positions, and/or special-risk positions will be tested prior to employment for drug use and alcohol use.
 - b) Any job applicant, as defined in the above-section, who refuses to submit to drug and alcohol testing as part of the pre-employment testing process will be refused employment.
 - c) Any job applicant who tests positive for drugs or alcohol use will be refused employment.
 - d) Confidentiality will be maintained pursuant to this policy.

B. Employee Compliance

It shall be a condition of continued employment for all employees to submit to drug and alcohol screening under the policy. If there is a conflict between this policy and the collective bargaining agreement, the collective bargaining agreement shall control. Refusal to submit to drug testing is grounds for immediate termination. Refusal to submit to drug testing is not a waiver of the employee's right to challenge both the order and the test outcome.

C. Employee Assistance Program



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The City offers an Employee Assistance Program (EAP) which provides help to employees and their families who suffer from various difficulties including alcohol or drug abuse.

In addition to the City's EAP Program, below is a list of local assistance programs and local drug and alcohol rehabilitation programs:

- a) Narcotics Anonymous Help Line : 561-848-6262
- b) Drug Abuse Foundation of Palm Beach County : 561-278-0000
- c) Palm Beach Al-Anon/Al-a-Teen Information : 561-882-0308
- d) Alcoholics Anonymous (Palm Beach County) : 561-655-5700
- e) Comprehensive Alcoholism Rehabilitation Program : 561-844-6400

It is the responsibility of each employee to seek assistance before drugs and alcohol lead to performance problems.

1. Use of the employee assistance program, on a voluntary basis, will not affect the determination of appropriate disciplinary action.
2. An employee's decision to seek assistance from the Employee Assistance Program on a voluntary basis *prior* to any incident warranting disciplinary action will not be used as the basis for disciplinary action or in any disciplinary proceeding.

On the other hand, using EAP will not be a defense to the imposition of disciplinary action where facts providing violation of this policy are obtained outside of the EAP. Accordingly, the purpose and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

3. Through the EAP, the City will provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse.
4. Upon successful completion of a drug and/or alcohol treatment program an employee may be released to resume work but will be subject to drug testing on a random, periodic basis, at least quarterly, and for up to two years thereafter as a condition of continued employment. These stipulations may be incorporated in a Last Chance Agreement.
5. An individual's participation in the program will not be made part of any personnel records and will remain confidential to the extent necessary to comply with this policy. Medical and insurance records, if any, will be preserved in the same confidential manner as all other medical records and be retained in



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a separate file as provided by law.

D. Management's Responsibility

The City will maintain screening practices to identify employees who use illegal drugs or abuse alcohol. Department Heads are responsible for implementing this Drug Free Work Place policy. It is the responsibility of the supervisors to observe the behavior of employees on the job as a precaution against unstable or unreliable behavior which could threaten the safety and well-being of employees and the community.

1. Supervisors are responsible for maintaining a safe work environment by monitoring employees' behaviors and performance.
2. In the event a supervisor has a reasonable suspicion that an employee may be under the influence of drugs or alcohol, the employee must be sent for reasonable suspicion drug testing. A form for documenting cause for a reasonable suspicion drug test is attached.
3. In all cases when an employee is to be removed from duty for drug testing, the Department Head and Human Resources & Risk Management should be immediately notified.

E. Employee's Responsibility

1. It is each employee's responsibility to be fit for duty when reporting for work and to inform his/her supervisor if (s) he is under prescription or non-prescription medication which may affect job performance.
2. In the event an employee observes behavior in another employee, which raises a doubt as to that employee's ability to perform work in a safe, reliable and trustworthy manner, the employee should report this behavior to his/her supervisor.
3. Employees, who enter drug or alcohol treatment and/or rehabilitation program voluntarily at the request or insistence of the City or, as a condition of continued employment are required to fully participate in and complete the recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program will be responsible for payment of the treatment and/or program. If the employee fails to comply with the treatment and/or program, the employee will be subject to discipline, up to and including termination.

F. Medical Review Officer's (MRO) Responsibilities


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1. The MRO will review all information from the testing laboratory in the event of a positive, confirmed test. The MRO will review any information from the employee or job applicant regarding the use of medication or other relevant medical information set forth in the form submitted prior to drug testing.
2. The MRO may request that the testing laboratory provide quantification of test results.
3. The MRO will provide confirmed test results to the Human Resources representative from the City.

1.5 PROCEDURE

In order to maintain a drug and alcohol free work environment, the City will test for the presence of alcohol and drugs in the following circumstances:

1. **Pre-employment:** Job applicants who have been offered a position of employment and whose job requirements are that of a mandatory-testing, safety-sensitive, or special-risk position are required to take a drug and alcohol test.
2. **Reasonable suspicion:** Employees who are determined to be under reasonable suspicion of drug or alcohol use (as defined herein), are required to take a drug and alcohol test.
3. **Post-incident:** Employees are required to take a drug and alcohol test when the employee is involved in a job-related incident, which results in any of the following: (a) discernable property damage, (b) disabling vehicle damage [see 13.e. (i-iv)] (c) the employee receiving medical attention as a result of a work-related injury or accident, or (d) the employee receiving a citation. [See 13.e. (i-iv)].
4. **Random Testing:** Employees are subject to random drug testing. On a monthly basis, a designated Police Officer uses www.random.org to generate a list of three (3) PBA members who will be randomly tested for that month. A Union Representative signs off on this list. In addition, members assigned to Vice are tested once every six (6) months.
5. **Fitness for duty:** All employees who are subject to routine annual medical examinations are required to take a drug and alcohol test as part of their medical examination.
6. **Follow-up:** All employees who have been referred to an employee assistance



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program or rehabilitation program by the City for drug and/or alcohol abuse are required to take drug and alcohol tests on a quarterly basis for up to two (2) years after their return to work. These stipulations may be codified in a Last Chance Agreement.

A. Consequences of Refusing a Drug Test

1. An employee who refuses to submit to a drug and alcohol test will be subject to immediate termination. An employee who refuses to submit to a drug test forfeits his/her eligibility for all workers' compensation medical and indemnity benefits.
2. A job applicant, as defined in section 1.3, #9, who refuses to submit to a drug and alcohol test will not be hired.

B. Actions Following a Positive Confirmed Test

The City may administer disciplinary action, up to and including termination, for any employee who has a positive, confirmed drug or alcohol test.

C. Confidentiality

Confidentiality of records concerning drug and alcohol testing will be maintained to the extent necessary to comply with this policy. All information, reports, memos and drug test reports, written or otherwise, received by the City through the drug testing program will be kept confidential as provided by law.

The City's Employee Assistance Program, laboratories, drug and alcohol rehabilitation programs who receive or have access to information concerning drug test results shall keep all information confidential. No such information will be released unless there is a voluntary written consent, signed by an employee or job applicant, except where such release is compelled by a court pursuant to an appeal taken under this section, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

The City will maintain records concerning drug testing separate and apart from an employee's or job applicant's file.

D. Reporting of Use of Medication

Employees and job applicants may confidentially report the use of prescription or non-prescription medication both before and after having a drug test.



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E. Notice of Common Medications

A list of most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test, is listed below in section H. Employees and job applicants should review this list prior to submitting to a drug test.

F. Medication Information

An employee or job applicant may consult with the testing laboratory for technical information regarding prescription and non-prescription information.

G. Employee Assistance Program

Refer to the Employee Assistance Program Policy for the name, address and telephone number of the City's current provider or contact the Human Resources and Risk Management Department.

H. Drugs to be Tested

In accordance with F.S. 893.03 as amended from time to time, the following is an illustrative and non-exhaustive list of drugs that will be tested:

1. Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors, resulting in a 0.04 or higher. A positive Breath Alcohol Test will be confirmed by a Blood Alcohol Test.
2. Amphetamines
3. Cannabinoids
4. Cocaine
5. Phencyclidine (PCP)
6. Hallucinogens
7. Opiates
8. Methaqualone
9. Barbiturates
10. Benzodiazepines
11. Synthetic Narcotics
12. Designer Drugs
13. A metabolite on any substance listed herein
14. Anabolic/Androgenic Steroids.

A list of drugs by brand names or common names includes:

Opium

Dover's Powder, Paregoric, Parepectolin



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<i>Morphine</i>	Morphine, Pectoral Syrup
<i>Codeine</i>	Tylenol with Codeine, Empirin with Codeine, Robitussin A-C, Hydrocodone, Coke Crack
<i>Heroin</i>	Diacetylmorphine, horse, smack
<i>Hydromorphone</i>	Dilaudid
<i>Meperidine</i>	Demerol, Mepergan
<i>Methadone</i>	Dolophine, Methadone, Methadose
<i>Other Narcotics</i>	Laam, Leritine, Numorphan, Percodan, Tussiones, Fentanyl, Darvon, Talwin, Lomotil, Lorcet, Vicodin, Percocet
<i>Chloral Hydrate</i>	Noctec, Sommos
<i>Barbiturates</i>	Phenobarbital, Tuinal, Amvital, Nembutal, Seconal, Lotusate
<i>Benzodiazepines</i>	Atavan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril
<i>Methaqualone</i>	Quaalude
<i>Methamphetamine</i>	Methyl Ice
<i>Glutethimide</i>	Doriden
<i>Other Depressants</i>	Equanil, Miltown, Noludar, Placidyl, Valmid

NEW DRUGS - New drugs will be added to the list of controlled substances based on amendments to the Florida Statutes and/or any federal law, rule, regulation or procedure after a review with the Labor-Management Committee.

PRESCRIPTION DRUGS

Many prescription drugs can alter or affect drug tests. Due to the large number of obscure brand names and the constant marketing of new products, this list is illustrative and not exhaustive.

Alcohol: All liquid medications containing ethyl alcohol (ethanol). Read the label for alcohol content.

Amphetamines: Pbetrol, Biphphetamine, Desoxyn, Dexedrine, Didrex, Lonamine, Fastin.

Cannabinoids: Marinol (Dronabinol, THC).

Cocaine: Cocaine, HCl topical solution (Roxanne)

Phencyclidine: Not legal by prescription

Methaqualone: Not legal by prescription

Opiates: Paregoric, Parepectolin, Donnagel PG, Norphine, Tylenol with Codeine, Emperine with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), MS Contin and Roxano (morphine sulfate), Percodan, Vicodin, Tussiorganidine, etc.

Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorianl, Fioricet, Esgic, Butisol, Mebarel, Butabarbital, Butalbital, Phrenilin, Triad, etc.



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Benzodiazepine: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tanzene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.
Methadone: Dolophone, Metadose, etc.
Propoxyphene: Darvocet, Darvon N, Dolene, etc.

ANABOLIC/ANDROGENIC STEROID TESTING

Federal law placed anabolic steroids in Schedule III of the Controlled Substances Act (CSA) as of February 27, 1991.

An employee or job applicant who is contacted by the MRO may confidentially report the use of prescription medication(s) because the presence of these medications in the body may have affected the outcome of the test.

I. Challenge of Test Results

1. An employee or a job applicant who receives a positive confirmed test result may, within five (5) working days, submit information to the Director of Human Resources & Risk Management, with copies to the Union and Police Chief, explaining or contesting the test result and explaining why the test result does not constitute a violation of the City's policy.
2. If the explanation or challenge of the employee or job applicant is unsatisfactory to the City, the City will provide a written explanation as to why the employee or job applicant's explanation is unsatisfactory, and a copy of the report of positive confirmed test results will be provided to the employee or job applicant.
3. An employee may further challenge the results of the test in a court of competent jurisdiction or, if the drug was administered due to a workplace injury, by filing a claim for benefits with a judge of compensation claims, pursuant to Chapter 440, Florida Statutes.
4. If an employee or job applicant contests the drug test results he/she must notify the Medical Review Officer (MRO):

Donald Bucklin, MD
28035 Ave Stanford West
Valencia, CA 91355
Phone: 1-800-340-3810

This policy has been adapted from the City of Boynton Beach policy and is specific to Palm Beach County Police Benevolent Association Police Officers and Detectives.



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UNION CONTRACT - ADDENDUM "B"

MUTUAL CONSENT AGREEMENT

(Use of Insurance Premium Tax Revenue)

This Mutual Consent Agreement is entered into between the CITY OF BOYNTON BEACH, a Florida municipal corporation, whose address is 100 E. Boynton Beach Boulevard, Boynton Beach, FL 33435 (the "CITY") and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION ("PBA") POLICE OFFICERS AND DETECTIVES, POLICE SERGEANTS, AND POLICE LIEUTENANTS.

WHEREAS, the 2015 Florida Legislature enacted legislation (Chapter No. 2015-39, Laws of Florida), hereinafter "Legislation" regarding the use of insurance premium tax revenue ("IPTR"); and

WHEREAS, the City has a retirement pension plan and fund for police officers known as the Boynton Beach Police Officers' Pension Fund ("Fund") that exceeds the minimum benefits and minimum standards established by the State of Florida for public employee firefighter pension plans as set forth in chapter 185, Florida Statutes; and

WHEREAS, the Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent of the members' collective bargaining representative (PBA).

NOW THEREFORE, the City and Unions agree as follows:

1. The foregoing Whereas clauses are true and correct.
2. The total of sixty thousand dollars (\$60,000) of IPTR whether base premium tax revenue or additional premium tax revenue, received by the City will be used to reduce the City's unfunded liability to the Boynton Beach Police Officers' Pension Fund. These funds will be provided to the City in \$30,000 increments by November 2017 and November 2018.
3. This Consent Agreement takes effect when signed by PBA and City.

Signature Page follows



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THE CITY OF BOYNTON BEACH


Lori LaVerriere, City Manager

ATTEST:

City Clerk

**BOYNTON BEACH POLICE OFFICERS AND DETECTIVES, POLICE SERGEANTS, AND
POLICE LIEUTENANTS**


John Kazanjian, President

APPROVED AS TO LEGAL FORM:



City Attorney

Agreed to this ____ day of _____, by and between the respective Parties through the authorized representatives of the PBA and the City.

**PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**

Witness

Witness

By:  
John Kazanijian, President
By: _____
General Counsel

CITY OF BOYNTON BEACH

Witness

By: _____
Mayor - Steven Grant

ATTEST:

Witness
City Clerk

**APPROVED AS TO FORM
AND CORRECTNESS:**

City Attorney


City Manager

Ratified by City Commission

Ratified by Union

Date

Date

TA - PBA



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