

AGREEMENT

BETWEEN

THE CITY OF GREENACRES

AND

PALM BEACH COUNTY POLICE

BENEVOLENT ASSOCIATION

October 1, 2013 – September 30, 2016

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	PREAMBLE	3
2	RECOGNITION	4
3	NON-DISCRIMINATION	5
4	DUES DEDUCTION	6
5	MANAGEMENT RIGHTS	8
6	POLICE OFFICER'S BILL OF RIGHTS	9
7	PBA REPRESENTATION	10
8	PBA BUSINESS	11
9	SENIORITY	12
10	DRUG FREE WORKPLACE	14
11	LEAVE POLICY	15
12	INSURANCE	17
13	UNIFORMS AND EQUIPMENT	18
14	WORKWEEK AND OVERTIME	20
15	SHIFT EXCHANGE	22
16	SALARY PLAN	23
17	SAVINGS CLAUSE	25
18	GRIEVANCE AND ARBITRATION PROCEDURE	26
19	WORK STOPPAGES	29
20	PENSION	30
21	CERTIFICATION AND TRAINING	31
22	TEMPORARY DISABILITY LEAVE	32
23	RESIDENCY	33
24	EDUCATION	34
25	OFF-DUTY CONTRACT DETAILS	35
26	EXERCISE EQUIPMENT	36
27	DONATION OF TIME	37
28	DURATION OF AGREEMENT	38

Attachment: Year 1 Salary Schedule (October 1, 2013-9/30/2014)

ARTICLE 1
PREAMBLE

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

The terms, provisions and conditions of the Agreement shall commence on the effective date shown in Article 28 of this Agreement.

ARTICLE 2 RECOGNITION

Section 1

The City hereby recognizes the Palm Beach County Police Benevolent Association Inc. as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2

The bargaining unit for which this recognition is accorded is as defined in Certificate Number 1236 granted by the Public Employees Relations Commission on January 4, 1999, comprised of all regular and probationary police officers, sergeants, communications supervisor, public safety dispatchers, and public safety aides employed by the City. Director, captains/division chief, Lieutenants, administrative secretary, secretary, clerk typist, records custodian, property clerk, records clerk and all other employees of the City of Greenacres are excluded from the bargaining unit.

Section 3

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

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

ARTICLE 3 NON-DISCRIMINATION

Section 1

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

Section 2

The parties recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is an addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4 DUES DEDUCTION

Section 1

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

Section 2

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

Section 3

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

Section 4

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

AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

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

Date:

Name:

Address:

Signature:

INSTRUCTION TO STOP DEDUCTION OF UNION DUES

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

Date:

Name:

Address:

Signature:

ARTICLE 5 MANAGEMENT RIGHTS

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

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

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

ARTICLE 6
POLICE OFFICERS' BILL OF RIGHTS

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

ARTICLE 7
PBA REPRESENTATION

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

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

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

ARTICLE 8 PBA BUSINESS

Section 1

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

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

- a) Kitchen – Station 1

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

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

Section 2

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

Section 3

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

ARTICLE 9 SENIORITY

Section 1

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

Section 2

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

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

Section 3

The City agrees that seniority shall govern the following matters:

1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority. Such lay-offs will be accomplished within the established rank structure.

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

Section 4

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

Section 5

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

ARTICLE 10 DRUG FREE WORKPLACE

Section 1

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

Section 2

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

Section 3

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

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

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

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

ARTICLE 11 LEAVE POLICY

Section 1

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

Section 2

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

1-5 years	80 hours
6-10 years	120 hours
11-20 years	160 hours
21 or more years	200 hours

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

Section 3

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

Section 4

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

Section 5

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

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

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

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

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

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

Section 6

Employees working a 40 hour, 5/8 schedule who take sick leave on a holiday, the regularly scheduled day before or the regularly scheduled day after a holiday shall not receive holiday pay. Employees working any other schedule who take sick leave on a holiday, the calendar day before or the calendar day after a holiday shall not receive holiday pay. Employees who work on a holiday shall receive holiday pay notwithstanding any sick leave taken. An employee, who normally works a 10.5 hour workday that falls on a holiday and is not assigned to work that holiday, shall receive 10.5 hours of holiday pay. Employees who work their regularly scheduled shift on a holiday shall receive 8 hours of holiday pay.

Section 7

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

ARTICLE 12 INSURANCE

Section 1

The City shall pay 100% of the monthly premium of the base health, dental, and life insurance plans for bargaining unit members, and 50% of the monthly premium of the base health and dental plans for members desiring dependent coverage. Employees desiring to add dependent coverage can do so in accordance with the provisions of the City's health insurance plan. The City shall pay the same dollar amount that it pays toward the base City plan for unit members desiring coverage under the optional plan for themselves and/or their dependents, if applicable.

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

ARTICLE 13 UNIFORMS AND EQUIPMENT

Section 1

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

Section 2

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

Section 3 Police Uniforms and Equipment

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

Section 4 Law Enforcement Personnel Uniform Allowance

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

ARTICLE 14 WORKWEEK AND OVERTIME

Section 1

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

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

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

Section 2

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

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

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

Compensatory time is limited to one person per shift, per unit, except as provided in Article 11, Section 4. Additional employees may have their requests for compensatory time granted if staffing permits. Requests shall be granted to the employee requesting compensatory time first, except that if two or more requests are received on the same calendar day (i.e., the date of request), the most senior employee's request will be granted. Other employees whose requests were not granted shall have the option of receiving pay for the time requested.

Section 3

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

Section 4

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

ARTICLE 15 SHIFT EXCHANGE

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

ARTICLE 16 SALARY PLAN

Section 1

Promotions – Employees who are promoted to sergeant or communications supervisor will be placed at the minimum of the new position or at a rate of 5% above their current rate of pay, whichever is higher. Thereafter, employees whose rate of pay upon promotion falls between the established salary levels for their position classification as shown on the attached pay plan will advance to the next salary level on October 1.

Section 2

First year; October 1, 2013 through September 30, 2014

Effective upon ratification, non-probationary employees will be placed into the pay salary levels shown on the attached salary schedule at the appropriate level based on current years of service in their position classification as of October 1, 2013. (e.g., a Police Officer with a hire date of 6/2/ 2007 will be placed at the 7-years of service level). Thereafter employees will receive a lump sum payment retroactive to Feb 20, 2014. Employees who exceed the pay for their specified years of service in a position classification will be placed into the next higher salary level. Employees who reach or exceed the maximum salary for their position shall not receive a salary increase.

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

Second Year

Effective October 1, 2014, employees who have completed (1) one year of service in their position classification as of October 1, 2014 will receive a 4% increase in their base salary. Employees who reach or exceed the maximum salary for their position shall receive a lump sum payment of the amount that exceeds the maximum salary. Further, any employee whose base salary as of October 1, 2014, exceeds the maximum salary for their position shall receive a 2.5% lump sum payment calculated on their base salary as of October 1, 2014.

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

Third Year

Effective October 1, 2015, employees who have completed (1) one year of service in their position classification as of October 1, 2015 will receive a 4% increase in their base salary. To advance to the next salary level, an employee must have a satisfactory performance evaluation for the prior evaluation period. Employees who

reach or exceed the maximum salary for their position will receive a 4% lump sum payment of the amount that exceeds the maximum. Further, any employee whose base salary as of October 1, 2015 exceeds the maximum salary for their position shall receive a 2.5% lump sum payment calculated on their base salary as of October 1, 2015.

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

Section 3

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

Employees assigned to, Community Relations/Training Sergeant, Community Relations/Training Officers, Field Training Officer, Communications Training Officers shall receive annual assignment pay of \$1,500.00, paid monthly for the duration of that assignment, and shall be included in their regular rates of pay.

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

Section 4

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

ARTICLE 17 SAVINGS CLAUSE

Section 1

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

ARTICLE 18 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 Grievance Procedure

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

Section 2

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

Section 3

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

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

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

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

Note: The time limits set forth may be waived only by mutual agreement, in writing, between the parties. If the PBA fails to advance a grievance within these time limits the grievance will be treated as withdrawn with prejudice.

If the City fails to respond to the grievance within these time limits, the grievance will be treated as denied, effective on the date the response was due. For grievances relating to more than one (1) bargaining unit member, the PBA may file a grievance on behalf of all affected PBA members at the Step at which there is authority to resolve the grievance.

Section 4 Arbitration Referral

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

9. In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator, which shall allow any monetary payment, damages or accruals for more than five (5) working days prior to the date when such grievance shall have been first submitted in writing.
10. Upon receipt of the arbitrator's award, corrective action, if any will be implemented as soon as possible.
11. If either party to this agreement requests a copy of transcripts of the arbitration hearings, both parties will share equally the cost of such transcripts.
12. If the party requesting arbitration does not advance the prosecution of the case by, at a minimum, scheduling a date for the hearing, within 60 days of the selection of the arbitrator or 120 days of the grievance being advanced to arbitration, whichever shall last occur, the grievance shall be deemed withdrawn.

Section 5

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

ARTICLE 19 WORK STOPPAGES

Section 1

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

Section 2

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

Section 3

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

ARTICLE 20
PENSION

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

ARTICLE 21
CERTIFICATION AND TRAINING

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

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

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

ARTICLE 22 TEMPORARY DISABILITY LEAVE

Section 1

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

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

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

Section 2

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

ARTICLE 23 RESIDENCY

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

ARTICLE 24 EDUCATION

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

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

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

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

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

ARTICLE 25
OFF-DUTY CONTRACT DETAILS

The City shall make available the services of its Public Safety personnel off-duty subject to contracts by which non-supervisory and supervisory personnel hourly rates of pay shall be as follows: non-supervisory personnel shall be paid thirty dollars (\$30) per hour, and supervisory personnel shall be paid thirty-five dollars (\$35), per hour only when serving in a supervisor capacity.

The rates provided herein shall be increased \$10.00 per hour for Public Safety personnel working the following holidays:

New Year's Day
Thanksgiving
Christmas Eve
Christmas Day

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

ARTICLE 26
EXERCISE EQUIPMENT

The City shall designate and equip a fitness area for use by unit members off-duty at Headquarters and Station 2. Injuries occurring while engaged in recreational activities, including gym workouts under this article, will not be considered within the scope of employment for purposes of compensability under workers' compensation.

ARTICLE 27

DONATION OF TIME

Section 1

Bargaining Unit personnel shall be able to donate vacation or sick time above 480 accumulated hours to other employees that are out of work due to sickness or injury. Non-probationary employees who have less than 480 hours of accumulated sick time may donate up to 48 hours in a 12-month period. Such donations shall be submitted to a PBA Representative, who shall provide the City, on an approved form, with the names of donors and number of hours donated, and the name of the person to whom the hours have been donated. Donations shall be entirely voluntary and no undue influence shall be exerted by anyone to require that unit members donate time.

Section 2

A Bargaining Unit member may not use donations of time unless and until his or her available leave balances (vacation, sick) and compensatory time have been exhausted. The total of all donated hours to an eligible employee shall not exceed 1152 hours in a 12 month period from the date of signing the donation form.

Section 3

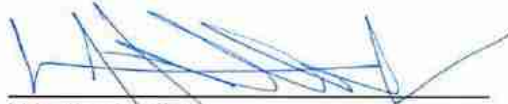
Donations shall be on an hour for hour basis, notwithstanding rates of pay.

**ARTICLE 28
DURATION OF AGREEMENT**

Except as otherwise provided herein, this Agreement shall be effective October 1, 2013 and shall continue in force and effect until its expiration date, September 30, 2016.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the 11th day of June, 2014.

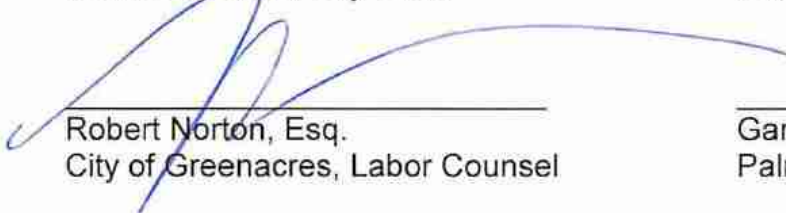
FOR THE CITY:



Wadie Atallah
City Manager



Denise McGrew, City Clerk



Robert Norton, Esq.
City of Greenacres, Labor Counsel

FOR THE PBA:



John Kazanjian, President
Palm Beach County PBA



Witness



Gary Lippman, General Counsel
Palm Beach County PBA

City of Greenacres Salary Schedule Year 1 (October 1, 2013-9/30/2014)

Police Officer		Communications Supervisor		Dispatcher	
Year	Salary	Year	Salary	Year	Salary
1	\$45,138.00	1	\$44,492.58	1	\$36,477.00
2	\$46,944.00	2	\$46,272.28	2	\$37,936.00
3	\$48,821.00	3	\$48,123.77	3	\$39,454.00
4	\$50,774.00	4	\$50,048.10	4	\$41,032.00
5	\$52,805.00	5	\$52,050.02	5	\$42,673.00
6	\$54,917.00	6	\$54,132.02	6	\$44,380.00
7	\$57,114.00	7	\$56,297.30	7	\$46,155.00
8	\$59,399.00	8	\$58,549.19	8	\$48,001.00
9	\$61,774.00	9	\$60,891.16	9	\$49,921.00
10	\$64,245.00	10	\$63,326.80	10	\$51,918.00
11	\$66,815.00	11	\$65,859.88	11	\$53,995.00
12	\$69,487.00	12	\$68,494.27	12	\$56,155.00
13	\$72,267.00				
Public Safety Aide		Sergeant			
Year	Salary	Year	Salary		
1	\$31,454.00	1	\$63,513.00		
2	\$32,713.00	2	\$66,053.00		
3	\$34,021.00	3	\$68,695.00		
4	\$35,382.00	4	\$71,443.00		
5	\$36,797.00	5	\$74,301.00		
6	\$38,269.00	6	\$77,273.00		
7	\$39,800.00	7	\$80,364.00		
8	\$41,392.00	8	\$83,578.00		
9	\$43,048.00	9	\$86,922.00		
10	\$44,770.00				
11	\$46,560.00				
12	\$48,423.00				





City of Greenacres

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Ph: 561-642-2017 • Fax: 561-642-2004 • Email: cm@ci.greenacres.fl.us

Samuel J. Ferreri
Mayor

Wadie Atallah
City Manager

Office of the City Clerk

Certification

State of Florida

County of Palm Beach

I, Denise McGrew, the undersigned authority, do hereby certify that the foregoing is a true, exact and correct copy of executed Resolution No. 2014-19 that was adopted by the City Council at the meeting of July 21, 2014.

Witness my hand and official corporate seal, this 29th day of July, 2014.



City of Greenacres, Florida

A handwritten signature in blue ink that reads "Denise McGrew".

Denise McGrew
City Clerk