

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF WEST PALM BEACH**

**AND**

**PALM BEACH COUNTY  
POLICE BENEVOLENT ASSOCIATION**

**Certified Unit No. 145 and  
Certified Unit No. 825**



**October 1, 2017 to September 30, 2020**

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## **ARTICLE 1.        PREAMBLE**

### **Section 1.**

In accordance with the State of Florida Public Employees Collective Bargaining statute and the City of West Palm Beach Ordinance Number 1281-75, this Agreement is entered into by and between the City of West Palm Beach, a municipal corporation in the state of Florida, hereinafter referred to as the "Employer" or "City" and the Palm Beach County Police Benevolent Association, hereinafter referred to as the "Association." This collective bargaining agreement is applicable for employees as defined in Certificate Number 145 and Certificate Number 825 as granted by the Public Employees Relations Commission on October 7, 1975 for Certificate number 145 and on February 14, 1989 for Certificate Number 825. The Collective Bargaining Agreement applies equally to both certified units except as stated herein.

### **Section 2.**

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic and entire agreement between the parties in the determinations of wages, hours, terms and conditions of employment.

### **Section 3.**

The parties recognize that the basic interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government, and by providing in the most efficient manner, superior public service to the citizens of the community.

### **Section 4.**

The Association recognizes that the City of West Palm Beach is firmly committed to securing equal employment opportunities and freedom from discrimination for all individuals within West Palm Beach, as set forth by its Affirmative Action Plan.

## **ARTICLE 2. RECOGNITION**

### **Section 1.**

The City of West Palm Beach hereby recognizes the Palm Beach County Police Benevolent Association 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:

- A. Certificate Number 145 granted by the Public Employees Relations Commission on October 7, 1975, comprised of all sworn officers of the City of West Palm Beach who hold the rank of Police Officer and Sergeant; and all other employees in the classifications of Crime Scene Investigator and Police Aide; excluding all other municipal employees, and specifically those managerial, confidential employees listed on Exhibit B of the certification, all non-sworn municipal employees working in the Police Department, and all others holding a rank above Sergeant; and
- B. Certificate Number 825 granted by the Public Employees Relations Commission on February 14, 1989, comprised of all sworn officers of the City of West Palm Beach who hold the rank of Lieutenant, excluding Police Lieutenant / Budget Officer, Police Lieutenant / Internal Affairs Officer, and all other employees of the City of West Palm Beach.



## **ARTICLE 3. DUES DEDUCTION**

### **Section 1.**

Upon receipt of a lawfully executed written authorization from an employee, the City agrees to deduct the current regular Association dues each payroll period and remit such deductions once each month to the duly elected treasurer of the Association within fifteen (15) working days from the end of the second pay period of the month. The Association will notify the City, in writing, thirty (30) days prior to any change in the regular Association 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. Deduction of dues will be made by the City when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the Association.

### **Section 2.**

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the City's payroll division with a copy to the Association. Revocation of dues will be made by the City when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the revocation by the employee.

### **Section 3.**

The Association agrees to remit to the City the amount of ten (10) cents per employee for the administrative and data processing cost of each change made in the regular monthly dues. Said remittance shall be due from the ASSOCIATION within fifteen (15) days from receipt of a statement from the City Treasurer's office.

### **Section 4.**

The Association 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 West Palm Beach to deduct from my wages each month, the current regular monthly dues and to transmit this amount to the treasurer of the Palm Beach County Police Benevolent Association.

Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature: \_\_\_\_\_

#### **INSTRUCTIONS TO STOP DEDUCTION OF UNION DUES**

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

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Section 5.

The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought and issued against the City as a result of any action taken or not taken by the City on account of payroll deductions of Association dues.

## **ARTICLE 4. MANAGEMENT RIGHTS**

### **Section 1.**

The Association recognizes the prerogatives of the City to operate and manage its affairs in all respects; and the powers and authority which the City has not abridged, delegated or modified by this Agreement are retained by the City. Management officials of the City retain the rights, in accordance with applicable laws, regulations, and provisions of the Civil Service Rules and Regulations including but not limited to the following:

1. To manage and direct the employees of the City.
2. To hire, promote, transfer, schedule, assign and retain employees in positions with the City.
3. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
4. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
5. To maintain the efficiency of the operations of the City and to set standards of police service to be offered to the public.
6. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
7. To determine the organization of City government.
8. To determine and effect the number of employees to be employed by the City.
9. To determine and effect the number, types and grades of positions of employees assigned to an organizational unit, department or project.
10. To determine and effect internal security practices.
11. To require employees to be in a physical and mental condition that allows them to effectively perform their normal duties.
12. To promulgate reasonable departmental rules and regulations not in conflict with the provisions of this Agreement.

The City's failure to exercise any one or more of its Management Rights from time to time will not be deemed a waiver of the City's right to exercise any one or more of its Management Rights at a later time.

### **Section 2.**

The City Commission has the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted.

Section 3.

If, in the sole discretion of the Mayor, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or exigencies, the provisions of this Agreement may be suspended by the Mayor or his/her designee during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.

## **ARTICLE 5.           ASSOCIATION BUSINESS**

### **Section 1.       Eligibility To Use Association Time Pool**

- A.   Up to a maximum of three (3) employees in any one instance shall be granted time off paid from the Association Time Pool for the purpose of conducting Association business; however, this does not preclude management from granting leave to more than three (3) employees if doing so does not unduly disrupt the operation of the department.
- B.   Such request must be submitted by and include authorization from the Association President if the absence is to be covered by payments from the Association Time Pool.
- C.   All requests for the use of the Association Time Pool shall be submitted by the President of the Association or his/her designee by use of telestaff at least three (3) work days in advance of the requested time off. However, this shall not preclude management from granting leave with less than three (3) workdays notice.
- D.   Use of Association Time Pool or time off may be denied if the absence of an Association representative creates insufficient manpower to maintain efficiency of operations within the Police Department.

### **Section 2.       Association Time Pool**

- A.   Each dues-paying Association member shall contribute four (4) hours of annual leave to the Association Time Pool on an annual basis.
- B.   Said four (4) hours will be deducted from each dues-paying Association member's time card in the second pay period of October.

### **Section 3.       Charges Against Association Time Pool**

- A.   Association Time Pool charges will be drawn in increments of one (1) hour and will be charged for all hours during which a bargaining unit member is in an on-duty release for conducting Association business.
- B.   A bargaining unit member shall have the right to request time off from the Association Time Pool for the purpose of conducting Association business and/or mutual interest business with the City including grievance hearings, investigations, interrogations, contract negotiations, legislative body meetings regarding the resolution of collective bargaining impasse procedures, and arbitrations.
- C.   Employees, up to a maximum of three (3), shall be permitted to attend negotiations on an on-duty status. Employees on an off-duty status shall not be carried on an on-duty status for the sessions.

**Section 4.      Documenting Use of Association Time Pool**

- A.      Charges against the Association Time Pool shall be documented by the use of telestaff. Approval for Association Time Pool Leave must be authorized by the Association President or his/her designee.
- B.      A record of all time donated and drawn against the Association Time Pool shall be kept by the Police Chief or his or her designee and Association President or his or her designee and a detailed summary submitted on October 1 and April 1 of each fiscal year to the Manager of Employee Relations.

**Section 5.      Association Executive Officers**

- A.      The West Palm Beach Police Benevolent Association President or an Executive Board Member of the County Police Benevolent Association who is a member of the West Palm Beach Police Department will be granted, up to a combined total of five hundred (500) hours to attend City, County or State public hearings or meetings, Legislative Sessions, Civic Association meetings, or fund raising activities for registered (IRS) charitable organizations. No reasonable request will be denied.

## **ARTICLE 6.           BULLETIN BOARDS**

### **Section 1.**

- A.     A bulletin board shall be provided in the patrol division briefing room, the administrative section, and the CID section.
- B.     Bulletin boards and the Lotus Notes City Bulletin Board may be used by the Association to post notices of:
  - 1.     Association meetings.
  - 2.     Association elections and their results.
  - 3.     Association recreational and social events.
  - 4.     Official Association business.
  - 5.     City Commission agenda and minutes.

### **Section 2.**

The Association may post meeting notices and special information notices on the bulletin boards or the Lotus Notes City Bulletin Board for a period not to exceed fourteen (14) days. Only one such notice will be posted at any one time. All Association notices will be submitted to the Police Chief or his/her designee for approval prior to being posted. Notices not approved shall be immediately removed from the bulletin boards or the Lotus Notes City Bulletin Board.

### **Section 3.**

All costs incidental to preparing and posting of Association material will be borne by the Association and in no way shall City facilities other than the approved bulletin boards and the Lotus Notes City Bulletin Board may be utilized for the dissemination of Association material.

**ARTICLE 7.           BARGAINING UNIT IDENTIFICATION****Section 1.**

The City agrees to provide to the Association, on an annual basis, a roster of the bargaining unit, including name, address, date of birth, social security number and current pay step.

**Section 2.**

The Association agrees to remit to the City the amount of \$25.00 annually for the administrative and data processing cost of providing said roster upon receipt of a statement from the City.



## ARTICLE 8. POLICE OFFICER'S BILL OF RIGHTS

This Article will be governed by FSS 112.532 in total. The Police Officer Bill of Rights per statute is as follows.

### Section 1.

**112.532 Law enforcement officers' and correctional officers' rights.**--All law enforcement officers and correctional officers employed by or appointed to a law enforcement agency or a correctional agency shall have the following rights and privileges:

#### (1) RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION.

Whenever a law enforcement officer is under investigation and subject to interrogation by members of his or her agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- (b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, or police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.
- (c) The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.
- (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.
- (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- (f) The law enforcement officer under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
- (g) The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.



- (h) If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.
- (i) At the request of any law enforcement officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.
- (j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

## **(2) COMPLAINT REVIEW BOARDS**

A complaint review board shall be composed of three members: One member selected by the chief administrator of the agency or unit; one member selected by the aggrieved officer; and a third member to be selected by the other two members. Agencies or units having more than 100 law enforcement officers shall utilize a five-member board, with two members being selected by the administrator, two members being selected by the aggrieved officer, and the fifth member being selected by the other four members. The board members shall be law enforcement officers selected from any state, county, or municipal agency within the county. There shall be a board for law enforcement officers whose members shall be from the same discipline as the aggrieved officer.

## **(3) CIVIL SUITS BROUGHT BY LAW ENFORCEMENT OFFICERS.**

Every law enforcement officer shall have the right to bring civil suit against any person, group of persons, or organization or corporation, or the head of such organization or corporation, for damages, either pecuniary or otherwise, suffered during the performance of the officer's official duties, for abridgment of the officer's civil rights arising out of the officer's performance of official duties, or for filing a complaint against the officer which the person knew was false when it was filed. This section does not establish a separate civil action against the officer's employing law enforcement agency for the investigation and processing of a complaint filed under this part.

## **(4) NOTICE OF DISCIPLINARY ACTION.**

- (a) No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any law enforcement officer unless such law enforcement officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.
- (b) Notwithstanding the provisions of s. 112.533(2), whenever a law enforcement officer is subject to disciplinary action consisting of suspension with loss of pay, demotion, or dismissal, the officer shall, upon request, be provided with a complete copy of the investigative report and supporting documents and with the opportunity to address the findings in the report with the employing law enforcement agency prior to the imposition of the disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. The contents of the complaint and investigation shall remain confidential until such time as the employing law enforcement agency makes a final determination whether or not to issue a notice of disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. This paragraph shall not be construed to provide law enforcement

officers with a property interest or expectancy of continued employment, employment, or appointment as a law enforcement officer.

**(5) RETALIATION FOR EXERCISING RIGHTS.**

No law enforcement officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this part.

**Section 2.                      Due Process**

To ensure that internal investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each officer, the following rules of procedure are established:

1. Interrogations shall be conducted between 8:00 AM and 5:00 PM, preferably at a time when the officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required. Nothing herein shall prohibit the adjustment of the schedule of the officer under investigation so that the interrogation can take place during business hours.

## **ARTICLE 9. DISCIPLINE AND DUE PROCESS**

### **Section 1. Progressive Discipline**

- A. The City has the right to discipline, demote, suspend, or take other disciplinary action against employees for unsatisfactory work, misconduct, or for other just cause.
- B. The City follows a system of progressive discipline in that the City imposes a level of discipline necessary to correct undesirable behavior. Actions taken may increase in severity if the original offense is not corrected or if a subsequent offense arises. Progressive discipline assures that discipline is administered consistently and in a non-discriminatory manner.
- C. Based on the severity of the offense, the disciplinary action imposed by the City for the first or subsequent offenses may include a suspension without pay, reduction in salary, demotion or discharge.
- D. Actions that may result in the immediate removal of an employee from the work site include, but are not limited to: criminal misconduct, arrest for domestic violence or assault, theft, insubordination, sabotage, any threat to the safety of employees or the public, and/or suspected drug or alcohol use on the job.
- E. Disciplinary actions are as follows:
  - 1. Verbal Reprimand: issued by management to verbally warn an employee about his/her conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the departmental working file or pending evaluation file.
  - 2. Written Reprimand: issued by management when a verbal reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal reprimand is not deemed by management to be sufficiently severe for the offense.
  - 3. Suspension: issued by management for the good of the City or for other just cause or when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is specified. A suspension must result in loss of pay or accumulated leave for the amount of hours set forth in the discipline. Therefore a suspended employee shall either deduct the hours of the suspension from their annual leave bank or in the alternative shall serve their suspension hours. If the employee chooses to serve the suspension hours (instead of deducting the hours from their annual leave accruals) the employee is not be permitted to "make up" the lost hours due to a suspension at any other time during any day a suspension is being served, the employee may perform contract work but will not be eligible for City overtime during the period the suspension is being served.



4. Termination of Employment: issued by management for just cause or when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards. A termination of employment is a permanent separation from employment with the City
5. Other types of disciplinary action may be appropriate including reduction in pay or reduction in classification (demotion).

## Section 2.      **Administrative Leave**

- A. Suspension with pay/administrative leave may be utilized for the purpose of an investigatory procedure or pending investigation and shall be imposed in keeping with provisions set forth in the Police Department Policies.
- B. **An officer who is placed on administrative leave for investigatory purposes for more than thirty (30) days and who is subsequently returned to duty as a result of being exonerated, or if all charges placed against him/her are unfounded or unsubstantiated, shall be paid missed overtime (City and Contract Details) that might have been worked had the officer remained on active duty.** Such determination of missed overtime shall be calculated by totaling the number of hours of overtime the officer worked in the fifty-two (52) pay periods preceding the administrative leave and then divide the sum by fifty-two (52) to determine the average number of hours of overtime worked per pay period. Then, the usual method by which overtime is computed shall be used to determine the missed opportunity pay for each pay period or fraction thereof that is due under the provisions set forth herein. The regular rate of pay that is used for the overtime calculation shall match the regular rate of pay that the officer earned each day during the period of the administrative leave. Such calculation shall be made beginning with the thirty-first (31<sup>st</sup>) day until the end of the administrative leave. This amount shall be paid as a lump sum at the end of the second pay period following the officer's return to duty.

Notwithstanding anything in this article to the contrary, any time spent on administrative leave/duty during an open criminal investigation by an outside, non-City of West Palm Beach agency shall not be compensable.

## Section 3.      **Code of Conduct**

It shall be the duty of an employee to maintain high standards of cooperation, efficiency and integrity in his or her conduct and work performance with the City in keeping with the Oath of Office; the laws of the United States, the State of Florida, and the City of West Palm Beach; provision(s) of Departmental or City Rule(s) or Regulation(s) and Standard Operating Procedure(s).

**Section 4. Due Process**

An employee being considered for discipline or termination of employment shall be notified of being considered for discipline or termination of employment in writing prior to action being taken and in accordance with provisions as set forth in Police Department S.O.P. I-9, Section VI. When law enforcement personnel assigned the responsibility of investigating the complaint prepares an investigative report or summary, regardless of form, the person preparing the report will comply with FSS 92.525.

**Section 5. Appeal of Disciplinary Action**

- A. The union may appeal any adverse formal disciplinary action(s) through the grievance/arbitration procedure, excluding written reprimands. Such appeal shall be filed in writing with the Senior Employee Relations Specialist within ten (10) working days of receipt of written notice of the disciplinary action.

The employee or Union may appeal a written reprimand and such appeal shall be limited to a determination made by the Human Resources Director or their designee is final and binding and not subject to arbitration.

- B. The Human resources Director or their designee shall respond in writing within ten (10) working days from date of receipt of any written disciplinary appeal.
- C. If the Human Resources Director or their designee upholds the disciplinary action, excluding written reprimands, the union may proceed to arbitration in accordance with Article 35, Section 2 Arbitration Referral.

**ARTICLE 10. PERSONNEL RECORDS****Section 1.**

The City agrees that all official personnel records shall be kept confidential to the extent provided by law.

**Section 2.**

The City agrees that upon request, an employee shall have the right to inspect his/her personnel records. No record(s) shall be hidden from a member's inspection. Anytime an entry that could be considered detrimental is made into an employee's record, he or she will initial the entry. The employee will be given a copy upon request. At his or her request, an employee or a former employee, for a period of up to one year after date of separation, shall be provided one copy of any document placed in the his/her file at no charge.

**Section 3.**

The City agrees that an employee shall have the right to include in his/her official personnel record a written and signed refutation (including signed witness statements) of any material he or she considers to be detrimental.

**Section 4.**

All such insertions will remain a permanent part of the employee's official personnel records.

**ARTICLE 11. LABOR-MANAGEMENT COMMITTEE****Section 1.**

By mutual agreement of the City and the Association, there is hereby established a joint Labor-Management Committee, which committee shall consist of not more than three (3) members designated by the Association, three (3) members designated by the Police Chief, and the City Administrator or his/her designee. The Association designates shall consist of persons from within the position classifications covered by this Agreement, and the management designates shall consist of persons within the department, but outside of the bargaining unit as herein defined.

**Section 2.**

This committee shall meet on a quarterly basis and meetings may be held during working hours if so approved by the Police Chief. However, in the event a presentation of a written agenda listing items for discussion is made by either party to the other party, a meeting will be set within seven (7) days of the receipt of said agenda.

**Section 3.**

The purpose of these meetings will be to discuss problems and objectives of mutual concern and to make the findings of said meetings available to the Police Chief for his/her review.



## **ARTICLE 12. SENIORITY**

### **Section 1.**

The City agrees that seniority shall consist of continuous accumulated paid service with the West Palm Beach Police Department. Seniority shall be computed from the date of appointment. Seniority shall accumulate during absences because of illness, injury, vacation leave, and military leave.

### **Section 2.**

The City agrees that seniority will govern the following matters:

1. Vacation for each calendar year shall be drawn by employees on the basis of seniority in rank, with the exception of patrol officers. Patrol officer vacations will be chosen by seniority within the shift assignment.
2. In the event of a vacancy on a shift, whenever feasible, senior qualified officers will have preference.
3. Each uniformed officer of the bargaining unit who will be assigned to days 1 and 2 and nights 1 and 2 will have his or her choice of shifts and shift start time based on seniority bidding. Bidding for shift assignments to take effect on the second pay period that begins on or after January 1 will be done during November of each year and the shift assignments will be posted by the second week of December.
4. In the event of a transfer from a specialized unit to days 1 and 2 and nights 1 and 2, the officer being transferred from the specialized unit will go to the shift from which his or her replacement came. When there are multiple shift transfers from specialized units to Patrol, seniority will govern the respective assignments. In the event of a single transfer, the officer will have to wait for the yearly bidding process to affect his or her seniority. In no event will the officer be allowed to bump through days 1 and 2 and nights 1 and 2 at the time of the initial transfer.
5. In the event of a vacancy in any division or unit (excluding a promotional vacancy), seniority will be considered whenever practicable.
6. Layoffs will follow the procedure outlined in the Civil Service Rules and Regulations as revised September 2008.
7. Seniority shall govern the days off assigned during each annual shift change or change of assignment to a specialized unit.
8. The parties acknowledge that qualifications are a major factor regarding assignment of acting supervisors. Therefore, the selection of acting supervisor(s) on each individual shift shall begin with the most qualified individual(s) on that shift as so determined by Police Department management.
9. Management will retain the right to transfer, schedule or assign personnel based on specialized assignments and departmental needs for up to two (2) positions per Platoon. Shift start time will be governed by Section 2 – 3 above.
10. In filling routine staffing requirements for holidays, special events requiring extra security, the City shall staff positions by ordering personnel to fill the positions by reverse order of seniority. Once an officer has been ordered to fill a position, he or she

will move to the top of the seniority list and shall not be ordered to fill another position until the seniority list has been exhausted. After the seniority list has been used for six (6) months, all officers will return to their proper positions, and officers shall be ordered to fill staffing positions off of the new list, as necessary. For the purpose of this article, the six (6) month seniority list shall commence from January 01<sup>st</sup> –June 30<sup>th</sup> and July 01<sup>st</sup> – December 31<sup>st</sup>.

### Section 3.

#### Non-Sworn Bargaining Unit Positions

1. Vacation for each calendar year shall be drawn by employees in non-sworn bargaining unit positions on the basis of seniority in the employee's current classification and seniority within the employee's shift assignment
2. Each non-sworn bargaining unit employee will select his or her choice of shift based on seniority of uninterrupted service in current classification. Shift bidding will take place during November of each year. Shift bid results will be posted during the second week of December and will take effect on the first pay period that begins on or after January 1.
3. Layoffs will follow the procedures outlined in the Civil Service Rules and Regulations as revised September 2008.

**ARTICLE 13. EMPLOYMENT AND PROMOTIONAL POLICY****Section 1.**

- A. Promotion eligibility lists shall remain in effect and may be utilized for promotions for two (2) years from the date of certification. Vacancies which occur prior to the expiration of a promotional eligibility list will be filled from the list existing at the time of the vacancy in accordance with Section 6 of this Article.
- B. The above requirement shall not apply when a promotional position is deleted from the budget, due to fiscal shortages or any City Commission authorized position re-appropriation.

**Section 2.**

- A. The City shall give a minimum notice of ninety (90) days before the scheduled promotional examination date. The notice shall include the examination date, the areas which the examination will cover, and the sources from which the examination is drawn. The examination materials shall reasonably reflect the job duties of the position. The City will provide all such reference material for the use of employees in preparing for the exam. The notice will be posted within the first work day (Monday-Friday) of June with a closing date of the last work day (Monday-Friday) in July at 11:59pm Eastern Standard Time.
- B. All promotional tests will be given during the month of September in even numbered years. The eligibility list created from this testing process will become effective January 1 of the next odd numbered year and be maintained for two years.
- C. The City and the Association agree that promotional tests shall be given as stated herein unless modified in writing by mutual consent. The City and the Association agree that such consent shall not be unreasonably withheld.

**Section 3.**

There will be no make-up promotional examinations. However, upon request and if suitable testing arrangements can be made with a state-approved police academy, a military base approved facility before a Commanding Officer or an accredited university, the City will make special testing arrangements to administer tests at the same date and time and under similar testing conditions to candidates who cannot appear at the regular test site due to: 1) City business, 2) approved bereavement leave requiring travel outside Palm Beach County pursuant to Article 14 Section 3 of this Agreement or 3) a health emergency involving the employee's immediate family, as defined in Article 14 Section 4 of this Agreement, requiring travel outside Palm Beach County, or 4) Military Service.

## Section 4.

### A. Examination Provisions

1. The City agrees to use only job related promotional examinations.
2.
  - a. The Police Sergeant's and Lieutenant's examinations will consist of three (3) portions, a written test, an assessment process, and an oral interview with the Promotional Review Committee. All three (3) portions of the promotional process must be completed to be considered for promotion.
  - b. The candidate must obtain a passing score of seventy-five 75% in each of the written and the assessment process portions of the examination(s) to be eligible to participate in the oral interview before the Promotional Review Committee. The scores on the written examination and the assessment process will be included as a weighted component in the calculation of final ranking.
3.
  - a. The City reserves the right to draft and submit an RFP to obtain the services of an outside test preparation vendor approved by the Director of Human Resources or his/her designee in collaboration with the PBA.
4. The assessment process consists of scenarios based upon Departmental Policy and Procedure, Florida State Statutes, Florida Legal Guidelines and a leadership and/or supervisor book(s) selected by the Promotional Review Committee.  
  
 The assessment process consists of the following exercises: an In-Basket, live scenarios consisting of a Citizen Complaint and a Subordinate Counseling Scenario. The scenarios shall be videotaped and graded by an outside company.
5. The Oral Interview Promotional Review Committee will be selected by the Chief of Police or his/her designee and will consists of four (4) police department representatives from a pool of assistant chiefs and captains, and a representative from the Human Resources Department, who serves as the committee's facilitator. The score on the oral interview will not eliminate candidates, but it will be included as a weighted component in the calculation of final ranking.

### B. Selection Process

Successful candidates will be ranked on the Civil Service Eligibility List for Police Sergeant and Lieutenant based on their passing scores in the written examination, assessment, and interview as follows:

Written Exam	40%
Assessment Process	40%
Oral Interview	20%

Seniority Points will be added to the above weighted composite score to establish the final rank on the list as follows: one-fourth of a point ( $\frac{1}{4}$  or 0.25) for each full year of uninterrupted City service as a Police Officer up to a maximum of five (5) points, as of the closing date of the promotional announcement. With no exceptions seniority points shall be given based on the applicant's seniority as of December 31, in the year that the test is to be given.

Educational points will be added to the above weighted composite score to establish the final rank on the list as follows:

One (1) point for an Associate's Degree

Two (2) points for a Bachelor's Degree

Three (3) points for a Masters or other Graduate Degree

The points are not cumulative and only one (1) educational degree may be converted into promotional test points. With no exceptions educational points shall be given based on the degrees the applicant has already earned and been conferred as of the closing date of the promotional applications. To receive educational points the applicant must be able to prove the degree was conferred by the application closing deadline. No educational points shall be awarded under any circumstances based on expected graduation dates or similar projections.

#### Section 5.

The City agrees that an Association representative who is not a participating candidate for the promotional position, designated in writing by the president of the Association, shall be permitted to sit in as an observer at promotional board hearings affecting members of the bargaining unit. Said representative, however, shall not be permitted to take part in any discussion, recommendation, or vote regarding the promotion of any individual within the bargaining unit.

#### Section 6.

All promotions made from the bargaining unit shall be made by utilizing a rule of five (5), i.e., each promotion must be made from among the then current top five (5) persons on the promotional eligibility list who have not been suspended within the two (2) year period prior to the date of the promotion for five (5) days or more for any one (1) incident, or a total of seven (7) days or more. No person shall be passed over for a promotion by selecting a lower ranked employee on more than four (4) occasions. The City can delay a promotion with respect to any person who is the subject of an active investigation by any law enforcement agency.

#### Section 7.     Police Sergeant

No employee will be admitted to an examination for the promotion to Police Sergeant until he or she has served at least four (4) years full-time regular (non-probationary) status employment as a City of West Palm Beach Police Officer. If the employee will obtain the four (4) year non-probationary requirement by December 31, in the year that the test is to be given then the employee will be admitted to sit for the examination. Applicants with four (4) years of regular status employment must have an Associate's degree, or equivalent semester credit hours (at least 60) from an accredited college or university.



If an employee does not meet the four (4) year requirement and does not possess an Associate Degree or sixty (60) semester credit hours as outlined in this section, but wishes to sit for the promotional examination, then that employee must have six (6) years of regular non-probationary status employment as a City of West Palm Beach Police Officer and thirty (30) college credits from an accredited college or university. If the employee will obtain the six (6) year requirement by December 31 in the year that the test is given then the employee will be admitted to sit for the examination.

#### Section 8.      Police Lieutenant

No employee will be admitted to an examination for the promotion to Police Lieutenant until he or she has at least one (1) year full-time regular (non-probationary) status employment as a City of West Palm Beach Police Sergeant. Applicants must have a Bachelor's Degree from an accredited college or university as of the closing date for the acceptance of applications. If the employee expects to obtain the one year (1) non-probationary requirement by December 31, in the year that the test is to be given then the employee will be admitted to sit for the examination.

If an employee does not meet the requirements as outlined in this section but wishes to sit for the Police Lieutenant promotional examination, then that employee must have four (4) years of regular non-probationary status employment as a City of West Palm Beach Sergeant and sixty (60) college credits accepted and approved by an accredited college or university. If the employee expects to obtain the four (4) year requirement by December 31 in the year that the test is to be given then the employee will be admitted to sit for the examination.

#### Section 9.      Promotional Postings and Application Process

With no exceptions, all promotional application postings shall be posted within the first work day (Monday-Friday) of June with a closing date of the last work day (Monday-Friday) in July at 11:59pm Eastern Standard Time. The City's online recruitment system shall be the sole determining factor as to whether an application is timely filed and thus accepted or rejected.

Applicants must pay close attention to the promotional process requirements under this Article as any applications which are time stamped by the online recruitment system as having been filed after 11:59pm EST will be rejected absent the applicant presenting evidence the online recruitment system was malfunctioning. Only complete applications with all required information, supporting documentation, attachments and certifications filed by the closing application date at 11:59pm EST will be accepted and considered.

The applicant shall have the burden of presenting evidence to the Human Resources Department demonstrating the online recruitment system was malfunctioning and that such malfunction was responsible for the inability of the applicant to timely apply. Simple applicant human error, not understanding how to apply or use the online recruitment system or the applicant's own computer or other technological system malfunction shall not be deemed as a reason to accept a rejected application. The applicant is solely responsible to ensure their application is complete and meets all the requirements of the posting and for contacting the Human Resources Department for assistance in a timely manner if they need clarification on the requirements, application process or with issues filing their application.

No exceptions to the processes, deadlines and requirements outlined in this article shall be made.

## **ARTICLE 14. LEAVES OF ABSENCE**

### **Section 1. Leave of Absence Without Pay**

Leave of absence without pay may be granted upon the recommendation of the Police Chief and the approval of the City Administrator for the following reasons:

- A. To recover from some temporary physical disability provided, however, that no such leave shall be given for a period to exceed ninety (90) days, unless such disability was caused by an injury without negligence on the part of the employee and received in the performance of his/her duty, in which latter case the period may be extended with the approval of the Police Chief. The vacancy thus caused shall be filled, if necessary, by temporary appointment.
- B. To enter upon a course of training or study calculated to improve the quality of his/her service, no such leave shall be given initially for a period to exceed six (6) months with the right to extend for a period not to exceed an additional six (6) months if approved by the City Administrator. Where a leave of absence is given, the vacancy thus caused shall be filled, if necessary, by a temporary appointment.
- C. To enter the Armed Services of The United States in any period of national emergency, and upon his/her release or discharge from service, an employee granted such leave shall be authorized to resume his/her position with his/her former status, provided that such person shall resume his/her employment within ninety (90) days after his/her discharge or release from military service. The position made vacant by the person going into military service shall be filled in the same manner as any other vacancy in the department.
- D. For special reason other than those above which is sufficient to constitute good reason for giving such leave, provided, however, that no such leave shall be given for a period to exceed six (6) months. A vacancy thus caused shall be filled, if necessary, by temporary appointment.
- E. Leave of absence without pay for less than ninety (90) days may be granted by the City Administrator upon recommendation of the Police Chief.

### **Section 2. Effect On Probationary Period**

Leave of absence during the probationary period shall extend such probationary period the length of time necessary to equal the leave. The employee shall return to the position upon expiration of the leave of absence and may return at a date prior to the expiration of leave of absence with the approval of the Police Chief.

Failure to return to the position upon expiration of the leave of absence will be considered as an automatic resignation.

### **Section 3. Bereavement Leave**

- A. An employee may be granted a maximum of three (3) days leave with pay, without charge to sick leave, annual leave, holiday time, or other accumulated time, due to the death of his or her own immediate family. The term "immediate family" shall mean spouse, registered domestic partner (defined as a person with whom the employee shares

a residence and within the context of a committed relationship), domestic partner's parent, domestic partner's child, domestic partners' grandparent, natural, adopted, foster or step-child, parent, step-parent, brother, sister, step-brother or step-sister, grandparent, grandchild, grandparent of spouse, daughter-in-law, son-in-law, father-in-law, mother-in-law, any person for whom the employee is a legal guardian, and a sole dependent residing in the same household if such sole dependent is an allowable deduction pursuant to the Internal Revenue Service. For purposes of this article a "day" shall be defined as a regular shift.

In the event that travel of four hundred (400) or more miles one way is required, an additional two (2) days leave will be granted by the Police Chief. The time approved for this additional leave shall not be coded as bereavement leave and shall be drawn from the employees leave account excluding sick leave.

- B. Within thirty (30) calendar days from the date the employee returns to work from a death in the family, the employee will provide and file a copy of the death certificate, obituary notice or other documented proof of the deceased family member. Said documentation will be forwarded through Police Administration to the Department of Human Resources. The City realizes that on occasion a death could occur outside the Continental United States which may result in a delay for the member to provide proof of the death via documentation. Under this circumstance the Police Chief or his/her designee may authorize an extension to the member to provide proof of death.

Failure to produce upon request a death certificate/obituary notice or other documented proof of the deceased family member will result in the employee reimbursing the City for any paid leave taken under this Article. Any employee found to have falsified his/her application for the use of bereavement leave will be disciplined up to and including termination.

#### Section 4. Sick Leave

##### A. Rate of Accrual

A regular full-time employee shall accrue sick leave at the rate of 3.69 hours each bi-weekly pay cycle actually worked to a maximum accumulation of nine-hundred-sixty (960) hours. Sick leave with pay shall be accumulated by an employee based on actual hours worked or actual hours of paid leave. An employee is not entitled to any leave day off with pay until he/she has completed three (3) months of continuous employment with the City. Sick leave will be administratively charged in increments of one (1) hour.

##### B. Sick Leave Incentive Program

1. An employee who utilizes less than twenty-four (24) hours (3 working days) of sick leave annually (the period of time from the end of the last pay period in a given calendar year until the end of the last pay period in the following calendar year) and who has a minimum sick leave balance of one hundred ninety-two (192) hours, may convert twenty-four (24) hours of sick leave to personal leave, or, in lieu thereof, receive cash payment.
2. Employees who utilize zero hours of sick leave in the calendar year (the period of time from the end of the last pay period in a given calendar year until the end of



the last pay period in the following calendar year) and who have a minimum sick leave balance in excess of 192 hours, in addition to the conversion privilege explained above in item #1, shall be allowed to convert a additional eight hours to personal leave only.

3. Earned personal leave may be utilized in the same manner as annual leave or may be accumulated and paid at the rate of one hundred percent (100%) at the employee's regular rate of pay at the time of termination of employment or retirement.

C. Conversion Upon Retirement or Termination Of Employment

Upon termination of employment, resignation or normal retirement, an employee having ten (10) years of service and above will be compensated at the rate of 50 percent (50%) of accumulated sick leave, up to a maximum accumulation of nine-hundred-sixty (960) hours, at the employee's regular rate of pay at the time of such termination of employment, resignation or normal retirement (i.e., maximum = 960 hours x 50% = 480 hours times regular rate of pay).

D. Provision of Benefit

1. Sick leave with pay is a benefit provided by the City for regular employees so that they may have paid time off when unable to report for duty by reason of personal or family sickness or disability. Sick leave shall not be considered as a discretionary right, but rather as a privilege which shall only be used as defined by this article. No more than five (5) days of an employee's annual sick leave accrual may be used for the care of a sick or disabled member of the immediate family within any calendar year. The Police Chief may approve or disapprove an employee's request for sick leave with pay after making adequate investigation to determine the validity of the request under guidelines set forth in the City Sick Leave Policy. Immediate family shall include: spouse, registered domestic partner (defined as a person with whom the employee shares a residence and within the context of a committed relationship), domestic partner's parent, domestic partner's child, natural, adopted, foster or step-child, parent, step-parent, brother, sister, step-brother or step-sister, grandparent, grandchild, grandparent of spouse, daughter-in-law, son-in-law, father-in-law, mother-in-law, any person for whom the employee is a legal guardian, and a sole dependent residing in the same household if such sole dependent is an allowable deduction pursuant to the Internal Revenue Service.
2. The City has the right to expect regular and dependable attendance from an employee. The City's Family and Medical Leave Policy sets forth guidelines for the use of sick leave for serious illness and shall not be construed to reduce the sick leave benefits existing prior to the effective date of this contract.

E. Physician's Certificate

1. Management reserves the right to waive the physician's certificate requirement in cases where a physician's care is not necessary.
2. Requests for sick leave in excess of three (3) consecutive working days must be accompanied by a physician's certificate. The reason for such absence, the dates the employee or family member was under the physician's care and the day on which the employee was able to return to work shall be required for approval. No

employee shall be permitted sick leave that has not already been earned.

3. Sick leave records shall be maintained by the City on its computer-based payroll system and shall be the only official records. No sick leave with pay shall be granted except on the basis of such records, and no employee shall be permitted sick leave that has not already been earned.
4. No sick leave shall be granted to an employee who is injured while gainfully employed by an employer other than the City.
5. An employee who returns to work from a layoff status shall be credited with sick leave accumulated prior to being laid off, provided that such employee shall not accumulate such leave during his/her period of layoff and shall not be entitled to sick leave benefits during such layoff period.

**F. Sick Leave Standards**

1. The Police Chief or his/her designee shall review the quarterly use of sick leave by all employees. Any employee whose use of sick leave appears to be excessive or to form a pattern indicating possible abuse shall be placed on written notice.
2. A supervisor may initiate an immediate review of a particular incident or historical pattern of leave usage. Records indicating seven incidents of sick leave (or other leave with or without pay due to employee illness or injury) used within the preceding twelve calendar months or less will "red flag" an employee for review. An "incident" is defined as any absence from work explained by undocumented employee or family illness or injury. An employee will be allowed five (5) days of documented family illness which will not be counted as incidents against the seven incidents as noted above. An employee, subsequent to an investigation verifying abuse, may be required to provide physician's documentation of illness, injury or other health problem accounting for any questionable absence from work. Such documentation shall be provided to Human Resources to protect the privacy of the employee. If a legitimate health reason for the employee's absence is determined, the Police Chief shall take no further action regarding the absence in question. Absences caused by Family and Medical Leave, Worker's Compensation or Disability under the Americans With Disabilities Act will not be counted as an incident for purposes herein.
3. After review of an employee's sick leave, if the employee's explanation and/or documentation as may be required is not satisfactory, the Police Chief will have the specific authority to implement the following corrective measures:
  - a. Counsel the employee and document; or
  - b. Issue a written reprimand; or
  - c. Suspend the employee if counseling and written reprimand has not corrected the abuse of sick leave; or
  - d. Take stronger disciplinary action up to and including termination of employment where sick leave abuse continues.

## **Section 5. Annual Leave**

- A. Annual leave benefits for employees shall accrue pursuant to City Code 62-58. The current accrual and maximum carry forward, expressed in eight hour days is currently:

<b>YEARS OF SERVICE</b>	<b>ANNUAL ACCRUAL EXPRESSED IN EIGHT-HOUR DAYS</b>	<b>MAXIMUM CARRY FORWARD EXPRESSED IN EIGHT-HOUR DAYS</b>
01 – 04	13	26
05 – 09	17	34
10 – 14	20	40
15 – 19	21	42
20 or More	22	44

- B. Whenever feasible, bargaining unit employees will, in a continuous period, be permitted to use all accumulated annual leave.
- C. An employee shall not be eligible to use any annual leave days until he/she has successfully completed his/her initial six (6) months of employment.
- D. In scheduling a vacation, weeks in which a holiday falls will be scheduled in the same manner as other weeks. The City agrees to notify an employee at least one (1) week prior to the start of his or her vacation that he or she is to take an additional day of vacation. Should this not be possible, the City agrees to pay him or her a regular day's pay in lieu of an additional day's vacation.
- E. An employee will be permitted to take a "split" vacation. The "split" will be limited to two increments taken over a twelve-month period. A total consecutive four (4) week or more vacation shall also be permitted, subject to the approval of the Police Chief.
- F. A vacation will be chosen by seniority, with the exception of patrol officers. An officer assigned to patrol division will choose vacation based on departmental seniority within the shift assignment. If an employee chooses a "split" vacation on his/her first vacation choice, he/she is permitted to pick only the first portion of his/her vacation. The employee must then wait until the vacation list passes through all other remaining employees of the bargaining unit, at which time he/she shall then be eligible to select his/her second choice. No more than three (3) patrol officers per shift assignment will be allowed to take annual/vacation leave at any given time.

## **Section 6. Parental Leave**

- A. The City may provide a Parental Leave benefit to City employee classifications under this CBA. Should a Parental Leave benefit be provided, it shall be administered under the guidelines provided under City Leave Administration Policy 4-13. Parental Leave benefits may be modified or terminated at any time at the City's discretion.

## **ARTICLE 15. WORKERS' COMPENSATION AND DUTY DISABILITY LEAVE**

### **Section 1. Workers' Compensation**

- A. In accordance with provisions set forth hereunder (A-E) an employee covered by Florida Statute, Chapter 440, Workers' Compensation ("WC"), shall be authorized to be absent from full duty work due to an on duty injury or illness directly related to the performance of work until s/he reaches maximum medical improvement or 104 weeks, whichever comes first. Any injury occurring in the field shall be presumed to be a duty disability injury unless proven otherwise.
- B. An employee injured while:
1. responding to an unlawful act perpetrated by another; or
  2. responding to a dispatched call for service; or
  3. engaging in a law enforcement activity; or
  4. engaging in cardiovascular training, is interpreted to mean utilizing low impact stationary exercise equipment such as elliptical stair master, treadmills, rowing machines and stationary bicycles in Palm Beach County or the County in which the member resides; or, in addition, weight training in the Police Department or CityFit Wellness Gym; or
  5. engaging in firearms training or injured as a result of an accidental firearms discharge; or
  6. operating department equipment, such as a motor vehicle, bicycle, motorcycle, or boat.

An employee covered by Florida Statute, Chapter 440, Workers' Compensation, will receive 100% of his or her base salary, in lieu of Workers' Compensation as Duty Disability Leave (DDL) for up to one hundred eighty (180) calendar days.

An additional one hundred eighty (180) calendar days of DDL may be granted in the case of surgical intervention or hospitalization so long as medical certification clearly demonstrates such is required as the result of a WC-Compensable work injury for which Duty Disability Leave and Benefits were previously provided.

- D. The day the injury occurs shall be charged to administrative leave with pay if the treating physician advises that the employee is incapable of returning to work that day.
- E. Any dispute regarding interpretation of Section 1 regarding the "cause of injury" shall not be subjected to Article 35 of this Agreement (Grievance and Arbitration).

### **Section 2. Use of Leave Time**

- A. The employee shall earn and accrue leave credits as long as the employee is absent from work due to a workers' compensation on-duty injury and is using leave credits to supplement the Workers' Compensation payment. Employees on unpaid leave shall not earn or accrue leave credits.
- B. If the employee is using leave credits to supplement the Workers' Compensation payments, and a holiday occurs during his or her absence, the supplement for the holiday shall be charged to holiday pay, not accrued leave.



- C. In the event an employee receives sick leave compensation and is subsequently awarded Workers' Compensation for the same period of time, the employee shall reimburse the City for such amounts received as sick leave compensation and the City shall credit the employee's sick leave account with the number of days used as sick leave.
- D. Employee shall be required to cooperate in the treatment as prescribed by the City's designated Workers' Compensation physician(s) so as not to impede maximum medical improvement. Failure to cooperate in the WC treatment plan shall subject the employee to a change in work status and/or privileges including but not limited to separation from employment.

### Section 3.      **Return To Full and Normal Duties**

- A. An employee who is medically released to full duty shall notify the City within one regular City Hall business day. If indicated, a return to work date shall be determined by the Risk Management Division based upon a return-to-work evaluation and/or fitness for duty evaluation. An employee who is released to full duty shall be reinstated in accordance with the existing provisions of Chapter 440 of Florida Statutes, Workers' Compensation Act.
- B. Employees refusing to return to full duty following a medical release, to full duty shall receive no further salary or Workers' Compensation payments, nor leave accruals until returning to work. In the event the employee fails to return to work for a period of three consecutive workdays, the employee shall be deemed to have resigned.
- C. An employee's work schedule may be changed to avoid the payment of overtime, without the required two weeks' notice, to accommodate a member who is receiving medical treatment after returning to work for a previous injury received while on duty.

### Section 4.      **Light Duty**

#### **A.      Workers' Compensation Injuries**

As used in this Section the terms "light duty", "temporary reassignment", and "light duty, temporary reassignment" are intended to be interchangeable.

In the event an employee is unable to perform his/her full and normal duties as a result of a compensable workers' compensation injury, he/she shall be assigned to "light duty" as authorized to do so by the treating physician, and as available in the department. When assigned to "light duty", the employee shall be assigned to such duties that s/he is capable of performing in an eight (8) hour day, forty (40) hour week, Monday through Friday schedule. Such light duty for WC-compensable employees shall count towards and not exceed the cumulative 104 week limit described in Article 15, Section 1.A.

#### **B.      On Duty, Non-WC Compensable Injured Employees**

An employee who sustains an on duty injury not compensable pursuant to Florida Statute, Chapter 440, Workers' Compensation shall be authorized to be assigned to light duty for a period of up to 90 cumulative days and their status will be reevaluated by a medical care provider selected by the City every 90 days up to a total cumulative maximum of 360 days. After the first

90 day period if the employee is reevaluated and it is determined by the medical care provider that the employee will not be able to return to full duty capacity in position held as a law enforcement officer within a one (1) year period, then the employee will not be eligible for any further light duty assignment. Any time during the 360 cumulative day period if it is determined that the employee will not be able to return to full duty, the employee will not be entitled to any further light duty assignment and may be eligible for early retirement or release from employment based upon their inability to perform the essential functions of their regular position. Temporary reassignments for on duty, non-WC compensable injured employees shall not be for more than a total of 360 cumulative days in any continuous 48 month period.

**C. Off Duty and Non-WC Compensable Injuries or Medical Conditions:**

Up to five (5) non-probationary employees who are temporarily unable to perform the essential functions of their position due to a Off Duty and Non-WC compensable injury or medical condition shall be temporarily reassigned to a position for which they can perform job functions (Light Duty Assignment). More than five (5) non-probationary employees may be temporarily reassigned based solely and exclusively on management discretion; such discretionary assignments are not subject to Article 35, Grievance and Arbitration. All temporary reassignments will be made by the Department Director or his/her designee in collaboration with the Department of Human Resources.

The duration of temporary reassignments, if granted under Article 15, Section 4.C., shall be subject to the same durational and other limits of temporary reassignments under Section 4.C., above.

**D. Temporary Reassignment Criteria for On or Off Duty, Non-Compensable Injuries (Sections 4.B. and 4.C)**

A decision whether to grant a temporary reassignment and nature of any such temporary reassignment will be determined pursuant to the limitations set forth under Section 4 (C) above and the following provisions:

1. To be eligible for temporary reassignment, employees must be qualified to perform the essential functions of the position to which they may be temporarily reassigned.
2. Employees will only be reassigned to positions in their Department. The position must be one which, in the judgment of the Department Director in collaboration with the Director of Human Resources is amenable to being staffed on a temporary basis.
3. Employees seeking temporary reassignment must first provide a medical certification to the Department of Human Resources documenting the job functions the employee can safely perform. The Department Director in collaboration with the Division of Risk Management may require a second opinion by a medical care provider selected by the City. Fees of this nature would be borne by the City.
4. Employees on temporary reassignments will return to their regular positions immediately upon regaining the ability to perform the essential functions of their regular position, as determined by their medical care provider and/or the care provider selected by the Department Director in collaboration with the Risk Management Division.
5. Employees who have exhausted the allowable three hundred and sixty (360) days and cannot return to full duty and who retire or are released from employment due to same,

may reapply for employment and, upon such application, will have priority consideration for selection except for vacancies that are filled through the promotional process.

#### **Section 5. Other Provisions**

- A. Any employee on leave under this Article is required to immediately submit written notice to the City of any additional employment, whether self-employed or working for one or more other employer(s). Such notice must include the name of the company, its physical address, its telephone number, and the name of the supervisor. Timely completion of the City's Commission on Ethics Waiver Form is also required.
- B. Employees sustaining On Duty workers' compensation compensable injuries or On Duty non workers compensation compensable injuries will be allowed during working hours to go to his or her qualified medical provider for appointments or physical therapy. However, every effort must be made to schedule appointments either at the beginning or end of the employee's working day and notice must be given to their immediate supervisor prior to leaving the work site.
- C. Any absence or the charging of the absence to Workers' Compensation or duty disability leave under this Article shall not in any way be deemed an acceptance of the employee's claim for benefits under the Workers' Compensation Act. Such leave is entirely without prejudice to the City's position concerning such claim. In the event that the City successfully contests the claim, the employee shall be responsible to repay the City for the number of days of leave used prior to the ceasing of leave based on contest of the claim. Such repayment shall be taken first from the employee's accumulated sick leave and if no sick leave is available, from the employee's accrued vacation time. If the employee has no accrued leave, the City shall deduct payment for the time from any future payments to which the employee is entitled, whether as an active employee or a retiree. These repayment provisions may be waived, in the sole discretion of the City Administrator without prejudice to the City's position on the Workers' Compensation claim.
- D. All disputes regarding whether an employee's injury was duty or non-duty related, and/or compensable under the Worker's Compensation statute shall be handled exclusively through mechanisms provided under Florida Statute, Chapter 440. Any issue covered by Florida Statute, Chapter 440, including but not limited to whether an injury was duty or non-duty related, shall not be subject to Article 35 (Grievance and Arbitration) of this

Agreement. This Article shall in no way abridge the rights of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state laws.

**ARTICLE 16            PHYSICAL EXAMINATION****Section 1.**

- A. The City will require and provide medical evaluations which shall include physical examinations for eligible employees as follows:
  - 1. For initial hire and employment; or
  - 2. When mandated by applicable law or ordinance; or
  - 3. When required by the City to determine fitness for duty.
- B. Said examination will be performed by the City's medical director or other designated physician. Additional examinations, as directed by the City's medical director, will be provided if the annual examination indicates a condition which may leave an employee unfit to perform his or her normal duties. All examinations directed by the City's medical director will be conducted at no expense to the employee.

**Section 2.**

- A. The City will attempt to provide all physical examinations during an employee's on-duty time. Work schedules may be adjusted whether prior to the start or directly after the shift to accommodate scheduling the physical examination during duty hours.
- B. Each employee during his/her birth month will receive a medical evaluation and physical examination. Each physical examination may consist of the following components:
  - 1. An interval medical history.
  - 2. An interval occupational history, including significant exposures.
  - 3. Height and weight.
  - 4. Blood pressure.
  - 5. cursory physical examination and interview by a qualified physician.
  - 6. TB skin test every twelve (12) months
  - 7. HIV testing.
  - 8. Hepatitis A, B, and C screening.
  - 9. Fecal occult blood testing.
- C. A female employee may elect to have a pap smear performed by the City medical director at no cost to the employee. If an employee elects to have a pap smear performed by her own health care provider, the employee will incur all such costs.



Section 3.

- A. Beginning in October of each year, each employee during his/her birth month who has attained the age of twenty-five (25), then thirty (30), then thirty-five (35), then forty (40), and every year thereafter will receive a medical evaluation and physical examination that will consist of the following components:
1. EKG-12 lead tracing with cardiologist referral as so required and a treadmill stress test if indicated by the EKG results as interpreted by the City's contractual physician.
  2. A treadmill stress test will be given at age thirty-five (35) and at age thirty-eight (38). At age forty (40), an employee shall be given a stress echo cardiogram, then shall be given another stress echo cardiogram every other year thereafter unless recommended at earlier intervals by the City's contractual physician.
  3. SMA 25 w-CBC, thyroid panel, NMR Lipo Profile, HgbA1c blood test or equivalent screening with LDL and HDL cholesterol levels and triglyceride levels shown.
  4. Eye examination.
  5. Urine examination for albumin & sugar.
  6. Audiometer hearing test in a sound proof environment.
  7. Chest X-ray Once the employee is age forty (40), chest X-ray will be required every three (3) years after the forty (40) year examination, instead of annually.
  8. Fecal occult blood testing.
  9. HIV testing.
  10. Hepatitis A, B, and C screening.
  11. Lumbar evaluation.
  12. Spirometry.
  13. Starting at age 40 and each physical examination thereafter will include the prostate specific antigen (PSA) testing.
  14. A mammogram will be given at age thirty-five (35), then age forty (40), and then every year thereafter as part of the City-provided physical examination at no cost to the employee. If an employee elects to have a mammogram given by her own health care provider, the cost for such procedure will be incurred by the employee.
  15. Other job-related diagnostic testing as recommended by the City's medical director/clinic.

**Section 4.**

Employees shall be responsible for scheduling physical/medical examinations required under this article during off duty hours in a manner that does not interfere with their work schedules and responsibilities, and shall report for such physical/medical examinations when the employee is not scheduled to be on duty. Employees shall be informed of the need to schedule a physical during October of the fiscal year in which they are due for a physical. Employees shall receive a stipend for their time of \$100.00 upon completion of their physical, to include follow-up examination, for any non-stress test related examinations, or \$150.00 upon completion of their physical, to include the stress test and follow up examinations, for any stress-test related examinations. In order to be eligible to receive this stipend all phases of the physical examination must be completed during off duty hours.

Physical exams must be initiated within sixty calendar (60 days) of their birthday in order to receive the stipend.

Notwithstanding anything to the contrary in this section bargaining unit members who are on a forty (40) hour workweek shall complete their physical examination within their scheduled work hours and shall not be entitled to any reimbursement under this section and no city overtime will be granted in order for a bargaining unit member to attend their physical examination.

## **ARTICLE 17. ALCOHOL AND SUBSTANCE ABUSE**

### **AUTHORITY**

The Substance Abuse Article is governed by the Drug Free Workplace Act of 1988, U.S. Department of Transportation regulations, Florida Statutes Section 440.102, Florida Administrative Code Chapter 59A24, City of West Palm Beach (City) Charter Section 3.01 (12), and City Code Chapter 62, and any amendments thereto.

The City of West Palm Beach (City) has a responsibility for the safe and effective delivery of public services. The use of illegal/illicit drugs and anabolic/androgenic steroids (steroids) by City employees, on or off the job, and the state of being under the influence of alcohol while at work are inconsistent with the law-abiding behavior expected by all citizens and the special trust placed in City employees as public servants. In light of these concerns and based on the authority cited above, the City strives to maintain a workplace free of drug and alcohol abuse.

A condition of employment for each employee is to refrain from reporting to work or working with the presence of illegal or illicit drugs, steroids or alcohol in his or her body.

Pursuant to Florida Statutes, the unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace is strictly prohibited.

### **PURPOSE**

The purpose of this Article is to ensure a workplace free of substance abuse and set forth guidelines for the consistent handling of substance abuse.

### **SCOPE OF APPLICABILITY**

All applicants and employees are covered by this Article and, as a condition of employment, are required to abide by the terms of this Article.

### **DEFINITIONS**

Adulterated Specimen is a specimen that contains a substance that is not expected to be present in human urine or contains a substance expected to be present, but is at a concentration that is not consistent with human urine.

Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols such as methyl and isopropyl, no matter how it is packaged or in what form the alcohol is stored, utilized or found.

Anabolic Steroids are defined as any drug or hormonal substance chemically and pharmacologically related to testosterone (other than estrogens, progestin's and corticosteroids) that promotes muscle growth.

Confirmed Positive is based upon a second analytical procedure used by the testing laboratory to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle to ensure accuracy.

Dilute Specimen Results means a urine specimen with creatinine specific gravity values that are lower than expected for human urine. (49 CFR Part 40)

Drug means both alcohol and controlled substances as listed in Schedules I through V of Florida State Statute, Chapter 893.

Drug Test means any chemical, biological, or physical instrumental analysis used for a urine drug test administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites.

Employee is a person who works for the City on a wage, salary or unpaid basis, who is subject to the control and direction of the City in the performance of their duties.

Employee Assistance (EAP) is an established program for employee assessment, counseling and/or possible referral to an alcohol and/or drug rehabilitation program.

Illicit Drugs includes drugs listed on Schedules I through V of Florida Statutes, Chapter 893 which are not legal; drugs which are legal, but not legally obtained; and/or drugs used in a manner or for any purpose which is not legal or prescribed.

Job Applicant for purposes of this Article is an individual who has applied for a position with the City, has been selected and offered the position contingent upon completion of a background check, post offer physical and drug test.

Licensed Physician is a physician that meets all the criteria as established in Florida State Statute Chapter 458, Medical Practice, or a physician licensed to practice medicine in another state under that state's established law regarding the licensure of medical practice physicians.

Medical Review Officer (MRO) is a licensed physician certified as a Medical Review Officer responsible for receiving and reviewing laboratory drug test results. The MRO assesses and determines whether an alternate medical or other acceptable explanation can account for a confirmed positive test result.

Negative result means when a specimen contains no drug or the concentration of drug is less than the cutoff concentration for the drug or drug class and that the specimen is a valid specimen (49 CFR Part 40)

Non-negative specimen means a urine specimen that is reported as adulterated, substituted, positive (for drug(s) or metabolites (s), and or invalid (49 CFR Part 40)

Positive Test Result indicates the presence of drug, alcohol or steroid (or its metabolite).

Refusal to Submit to Testing is defined as:

- Failure or refusal to appear, to submit for any test, or to submit a test sample,
- Failure to remain at the testing site until the testing process is complete,
- Failure to provide an adequate amount of breath for a breath alcohol test or a sufficient specimen for a drug test and the Medical Director has determined, through a required medical examination, that there was no adequate medical explanation for such failure, or
- Leaving the scene of an accident while driving City vehicle and not informing their supervisor and thereby avoiding to submit to a drug test.

Safety Sensitive Position are all positions governed by this agreement.

Specimen means a urine or oral fluid (saliva) sample collected from the human body capable of revealing the presence of drugs or their metabolites.

Split Sample means one urine specimen is collected. This collection of urine is then split into a primary (A) specimen and a (B) specimen.

Stepping Forward means that **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 a test resulting from being involved in a vehicle or industrial accident, the employee comes forward and requests assistance for substance abuse.

Steroid Test means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a steroid or its metabolites.

Unannounced Mandatory Testing is follow-up testing that the City will conduct at its sole discretion after an employee has completed an EAP.

## **STANDARDS AND PROCEDURES**

### **A. EMPLOYEE RESPONSIBILITIES**

Any employee who has firsthand knowledge or reasonably suspects that a City employee is using or has used drugs or alcohol in violation of this Article shall immediately report that information to the Police Chief or his/her designee and to the Human Resources Department Risk Management and Employee Relations Divisions. Failure of an employee to make such report could result in disciplinary action up to and including termination.

Any City employee who is arrested or convicted for a violation of a criminal drug statute must notify Risk Management and Employee Relations in writing of such arrest or conviction immediately but in no event later than five (5) calendar days subsequent to such arrest or conviction. Failure of an employee to make such report could result in disciplinary action up to and including termination.

### **B. USE OF PRESCRIPTION MEDICATIONS/DRUGS WHILE AT WORK, IN UNIFORM, OPERATING A CITY VEHICLE OR REPRESENTING THE CITY IN ANY CAPACITY.**

Employees should never use intoxicants or drugs that could cause impairment during work hours, unless prescribed by a physician licensed to practice medicine in the United States. An employee who is using a prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required or performed to ensure that the physician approves the use of the prescription medication while the employee is performing their job duties. If the prescribing physician determines that the employee cannot perform their assigned duties and/or job functions without impairment while taking the prescribed



medication, then the employee will be required to use their sick and/or FMLA leave, or unpaid leave if their leave pools are exhausted, until they can return to work. If the employee reports to work, the City will presume that the employee is not impaired. This Article will have no effect on employees' statutory rights under Florida Statute, Chapter 440, Workers' Compensation.

**C. TYPES OF DRUG TESTING:**

1. Post Offer Job Applicant Testing All applicants receiving conditional offers of employment will be tested for drugs and alcohol. Refusal to submit to testing, an adulterated specimen, or a confirmed positive will result in the immediate rejection of the applicant for employment. The applicant will not be eligible to apply for one (1) year from the date of the confirmed positive test result.
2. Fitness for Duty Testing Any employee required to submit to a fitness for duty medical examination will be drug tested as part of the examination.
3. Reasonable Suspicion Testing - Testing will be conducted based on reasonable suspicion that an employee is using, has used, or is abusing or has abused drugs or alcohol in violation of this Article. Reasonable suspicion is derived from specific, objective and particular facts and reasonable inferences. As illustrative, but not exhaustive examples, such facts and inferences may be based upon one or more of the following:
  - a. Observable phenomena while at work such as direct observation of drug use or the physical signs or manifestation of being under the influence of a drug observed by two different employees;
  - b. Abnormal conduct, violent or threatening behavior, erratic behavior while at work, or a significant deterioration in work performance including excessive absenteeism or tardiness observed by two different employees;
  - c. A report of drug or alcohol use while at work, provided by a reliable and credible source(s);
  - d. Evidence that an individual has tampered with a drug test during his or her employment with the City;
  - e. Evidence that the employee has attempted to use or used, attempted to possess or possessed, attempted to sell or sold, attempted to solicit or solicited, or attempted to transfer or transferred drugs or alcohol while working, while on the City's premises, representing the City or while operating a City motor vehicle, machine, or equipment; and/or
  - f. Evidence that an employee while off duty has attempted to use or used, attempted to possess or possessed, attempted to sell or sold, attempted to solicit or solicited, or attempted to transfer or transferred or transported illegal and/or illicit drugs, or is arrested and/or convicted for a drug related offense.

- g. An employee must be issued the Reasonable Suspicion Documentation Form prior to submitting to the test. A Shift Commander or higher shall present in writing to the employee the observations that have established the reasonable suspicion. An employee tested under reasonable suspicion will be placed on paid administrative leave pending the results of the drug test.

4. Mandatory Post Vehicular, Injury, Illness or Industrial Accident Testing:

Any employee operating a City vehicle who is involved in a motor vehicle accident where there was bodily injury which required transportation of any involved party to a medical facility or where any of the vehicles involved were mechanically inoperable shall submit to a post-accident drug and alcohol test.

The mandatory testing provision under this section does not apply to "Uses of Force" or "Injured Person Incidents".

Medical treatment will not be withheld or delayed for an employee in order to obtain post-accident drug testing.

It is the responsibility of the employee's on scene supervisor to ensure the employee involved in an accident submits to the required testing under this section immediately after the accident or in cases where the employee required medical treatment as soon as medical professionals can collect a test sample after receiving medical attention.

5. Random Testing:

Random selections of employees will be made by a third party contracted firm utilizing a Department of Transportation (DOT) approved random selection computer program. An employee selected for random testing shall be tested on the day his/her name is selected, if at work. If off that day, the employee shall be tested on his/her next day of work. The total number of random drug tests given per year will not exceed one hundred percent (100%) of the total number of employees. No more than ten percent (10%) of those selected for drug testing will be tested for alcohol. Urine will be used for the steroid test. All samples will be analyzed by an independent laboratory. All results will be reviewed by the MRO.

**D. METHODS/PROCEDURES FOR DRUG TESTING**

- 1. An employee shall be taken to a City authorized medical testing facility or mobile testing service provider by a supervisor for instances under this article where mandatory testing is required or in cases where reasonable suspicion testing is determined to be needed. The employee and the supervisor shall remain at the testing facility until the necessary specimen has been provided. Refusal to comply with an order to submit to testing, or leaving the testing facility prior to such test being completed shall result in termination of employment. It is the responsibility

of the supervisor to keep the test donor in his/her presence at all times during the transportation to and from the test site and remaining at the testing site through the completion of the test. In the event that the donor leaves the test facility without providing a sample the supervisor will report the incident to their immediate supervisor. Failure of the supervisor to follow these procedures or fails to report such incident will result in disciplinary action.

2. For random drug, alcohol or steroid testing the employee's supervisor does not need to personally take the employee to a City authorized medical testing facility for the test, however the employee has a duty to report to such City authorized medical testing facility immediately upon receipt of the testing order from their supervisor or internal affairs. The employee shall then submit the testing receipt demonstrating they submitted to the test to the Internal Affairs Division by their next work shift.

Breath alcohol testing shall be conducted at the City's sole discretion. If the initial test indicates a level of .04 or greater, a second breath test shall be conducted as a confirmation test. If the second test indicates a level of .04 or greater, it shall be considered a positive alcohol test and will result in termination of employment.

3. In cases where a urine split sample has been submitted for drug/steroid testing, the sample will be held in the event the employee challenges the test results.
4. If during testing, the employee cannot produce a urine specimen sufficient for testing, the specimen will be thrown out and the employee will be given up to 40 ounces of fluid over a three hour period until the employee can produce a sufficient specimen. If after three hours, the employee still cannot provide a sample, the collection process will end. If the employee refuses to drink fluids as directed or refuses to provide a new specimen, the collector will end the process and notify the City. The City will refer the employee to a licensed physician who is selected and paid by the City for a medical evaluation to determine whether there is a medical explanation for the employee's inability to produce a specimen. The physician will report the results back to the MRO, who will report the written conclusion to the City.
5. It shall be the employee's responsibility to provide correct and reliable contact information. Failure to provide correct contact information or to return a call from the MRO or the testing facility within twenty-four (24) hours may result in disciplinary action.
6. The City reserves the right to determine what sample will be collected for testing and can choose to collect either a urine or oral fluid (saliva) sample.

#### **E. CONSEQUENCES OF REFUSING TO SUBMIT TO A DRUG TEST**

Any employee who refuses to submit to drug and/or alcohol testing when required under this Article, or who alters, adulterates, or otherwise interferes with drug testing collection, samples, or analysis will be terminated from employment and may forfeit medical and/or indemnity benefits under Florida Workers' Compensation statute, and may forgo their rights under COBRA.



**F. POSITIVE TEST RESULTS**

1. Any confirmed positive drug test for an employee may result in termination of employment, except as provided for in Part I, Section I under Employee Assistance Program.
2. Any confirmed positive test for alcohol at or above .04 may result in termination of employment, except as provided for in Part I, Section I under Employee Assistance Program.
3. Positive Dilute results shall be considered the same as a positive test result and may result in termination of employment, except as provided for in Part I, Section I under Employee Assistance Program.

**G. DILUTE OR NEGATIVE DILUTE SPECIMEN RESULTS**

Dilute or Negative Dilute Specimen Results are not accepted by the City as valid results. Any employee with a dilute or negative dilute specimen result shall submit a second sample at their next work shift following a dilute or negative dilute result being received by the City. Any applicant for employment with a dilute or negative dilute specimen result shall submit a second sample within twenty four (24) hours following a dilute or negative dilute result being received by the City. The second drug test sample shall be an Oral Fluid (saliva) test instead of urine test. No other results are subject to re-testing requests under any circumstances.

**H. CHALLENGES TO TEST RESULTS**

1. After receipt of the confirmed positive test result from the MRO, the City will notify the employee in writing of the test result and the consequences of such results.
2. An employee who receives a confirmed positive drug test result may request a challenge to the test results with the MRO or designee within five (5) days notification. The challenge must be in writing, signed and dated by the test donor, and filed with Risk Management, Employee Relations and the MRO. The employee is responsible for proving that they complied with the timeliness requirements of this section.

At the employee's written request and sole expense, the split specimen will be tested at a Department of Health and Human Services (DHHS) certified laboratory of the employee's choosing. Such challenge must include the chain of custody specimen identification number.

## **I. ENFORCEMENT**

The City may take the following actions:

1. A job applicant with a confirmed positive, positive dilute, non-negative or adulterated drug test or confirmed positive alcohol test will not be hired. The applicant will not be eligible to apply for one (1) year from the date of the test result.
2. An employee with a confirmed positive, positive dilute, non-negative drug test or confirmed positive alcohol test may be subject to disciplinary action up to and including termination of employment.
3. Employees disciplined pursuant to this Article will be given notice of the right to a disciplinary hearing by the Police Chief or his/her designee with charges and explanation of the circumstances in writing. All discipline policies, and collective bargaining agreements will be observed, where applicable.
4. If an employee is injured in the scope of his/her employment and drug tests and/or other medical evidence indicates the presence of illegal and/or illicit drugs or alcohol in the employee's body at that time of the accident, and it can be concluded that the drug(s) or alcohol used contributed to the accident, the employee may be required to forfeit any medical or indemnity benefits available under Florida's Workers' Compensation statute, and may also forfeit eligibility for unemployment benefits. These penalties are in addition to any other penalties that may apply under this Article or under applicable law.
5. Employees terminated for violating this Article may forgo their rights under COBRA.

## **J. EMPLOYEE ASSISTANCE PROGRAMS**

1. Recognizing that there may be employees who have substance abuse issues, the City remains willing to assist in the resolution of these issues and encourages affected employees to seek help through the Employee Assistance Program (EAP) which is available to employees and eligible family members. The supervisor upon being notified by the employee will then promptly contact Risk Management and Employee Relations to initiate a mandatory supervisory referral to EAP. The City will not terminate employment, discipline or discriminate against an employee solely because an employee voluntarily seeks treatment for substance abuse or related issues unless otherwise stated in this Article.
2. The City provides an EAP and access to necessary and/or voluntary treatment and rehabilitation resulting from substance abuse. Access is available if the employee steps forward prior to being notified of the test being administered and requests assistance. Upon stepping forward and notifying the City the employee will then be placed into a mandatory EAP treatment program.



3. Pursuant to Florida Statutes, Chapter 440.102 (11), an employee who enters an EAP for substance abuse will be assigned to a position other than a safety sensitive position, or if such position in the Department is not available, the employee will be permitted to use any accrued leave time during his/her rehabilitation. The treatment program requires that an employee complete a program prescribed by the City's EAP provider. If the employee does not have leave accrual or exhausts all accrued leave time while participating in an EAP, they will then be placed on unpaid leave during the completion of the program. Failure to comply with the prescribed treatment program will result in termination of employment.
4. An employee who completes a rehabilitation or employee assistance program as described above, upon returning to work, will be subjected to unannounced mandatory testing at the City's sole discretion for a period of three (3) years from the return to work date.
5. An employee, who on the basis of such unannounced mandatory testing is found to be under the influence of alcohol, or an illegal or illicit drug after completing the rehabilitation program, shall not be given a second opportunity to access the Employee Assistance Program and will be immediately terminated from employment with the City, and will not be eligible for rehire.
6. If an employee who is selected for random drug testing discloses to their supervisor, before providing a testing sample, that they have used a medication prescribed for someone other than the employee, they shall have one opportunity to access the EAP. During the time that the employee is utilizing the EAP, the City will permit the employee to utilize any accrued leave time during his/her rehabilitation. Further, this section does not condone nor protect any employee from arrest, prosecution or conviction for violating of any law, rule or regulation prohibiting the use of prescription medication other than that which has been legally prescribed to the employee for his or her own use.

#### **K. CONFIDENTIALITY OF RECORDS**

1. All information involving alcohol/drug testing (i.e., reports, statements, memoranda, drug test results, written or otherwise, received or produced as a result of this drug test) will be treated as confidential to the extent possible, consistent with the scope of this Article and applicable laws, rules or regulations.
2. Generally, information concerning drug test results may not be released without a written consent form signed voluntarily by the person tested. Drug test results may be released without consent if compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal, or if it is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. Moreover, the City, its agents, or the drug testing laboratory may have access to

the drug test information or use such information when consulting with legal counsel in connection with actions brought under this Article, or when the information is relevant to a defense in a civil or administrative matter.

## **L. DRUGS TESTED**

Employees may be tested for any or all of the substances listed on Schedule I through V of Florida Statutes, Chapter 893. The following is a partial list of Substances on Schedule I through V Florida Statutes Chapter 893:

Alcohol:	Beer, Wine, Booze, Liquor, Distilled Spirits, Malt Beverages, etc.
Amphetamines:	Speed, Uppers, Eve, Biphetamine, Desoxyn, Dexedrine, etc.
Barbiturates:	Downers, Phenobarbital, Butabarbital, Secobarbital, Tuinal, Amytal, etc.
Benzodiazepines:	Librium, Valium, Ativan, Azene, Clonopin, Dalomone, Diozegan, Halcion, Paxipam, Restoril, Serax, Tranxene, Verstran, Xanax, etc.
Cannabinoids:	Marijuana, Hashish, Hash, Hash Oil, Pot, Joint, Reefer, Spleaf, Roach, Grass, Weed, etc.
Cocaine:	Coke, Blow, Snow, Flake, Crack, etc.
Methaqualone:	Quaaludes, Ludes, etc.
Opiates:	Heroin, Codeine, Morphine, Opium, Dover's Powder, Paregoric, Parepectolin, etc.
Phencyclidine:	PCP, Angel Dust, Hog, etc.
Synthetic Narcotics:	Methadone, Dolophone, Metadose, Propoxyphene, Darvocet, Darvon N, Dolene, etc.

The following cutoff concentrations shall be applicable to determine whether specimens are negative or positive for the following drugs or classes of drugs:

	Initial Test <u>ng/ml</u>	Confirmation <u>ng/ml</u>
Total Cannabinoid Metabolites	50	15
Total Cocaine Metabolites	150	100
Opiates	2000	2000
Phencyclidine	25	25
Barbiturates	300	150
Benzodiazepine	300	150
Amphetamines	500	250
Methaqualone	300	150
Methadone	300	150
Propoxyphene	300	200

Alcohol shall be confirmed positive if both the initial and confirmation tests reveal an alcohol content of .04 or higher.

## **STERIODS TESTED**

Employees may be tested for any or all of the substances listed on Schedule III of Florida Statutes, Chapter 893. The following is a partial, not exhaustive, list of anabolic/androgenic steroids on Schedule III of the Florida Statutes Chapter 893:

Steroids: Bolasterone, Boldenone, 4-Chlorotestosterone, Fluoxymesterone, Furazabol, Mesterolone, Methandienone, Methandriol, Methenolone, Methyltestosterone, Nandrolone, Norethandrolone, Norethindrone, Oxandrolone, Oxymesterone, Oxymetholone, Stanozolol, Probenecid, Clenbuterol, Epitestosterone, etc.

The following cutoff concentrations shall be applicable to determine whether specimens are negative or positive for the following steroids and their associated metabolites. The laboratory will test for the presence of steroids and their associated metabolites.

Tetrahydrogestrinone	(THG) 2ng/mL
Methandrostenolone	2ng/mL
6 $\beta$ -hydroxyboldenone	"2ng/mL
3'-hydroxystanozolol	"2ng/mL
Oxymesterone	2ng/mL
Epitestosterone*	no cut-off use T/E ratio
Stanozolol	2ng/mL
Testosterone*	no cut-off use T/E ratio
Oxandrolone	2ng/mL
Clostebol	2ng/mL
Boldenone	2ng/mL
Fluoxymesterone	2ng/mL
6 $\beta$ -hydroxyfluoxymesterone	"2ng/mL
Clenbuterol	2ng/mL
19-Norandrosterone*	"2ng/mL
Nandrolone*	2ng/mL for males and 5ng/mL for females

\* Endogenous (Naturally occurring in the human body)

" Metabolite of anabolic steroid on list

**NEW DRUGS** - New drugs anabolic/androgenic steroids will automatically be added to the list of controlled substances based on amendments to the Florida Statutes and/or any federal law, rule, regulation or procedure.

## **M. 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, Biphetamine, 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, Guaiatuss 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.
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.

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.

## **TESTING LABORATORIES**

All testing of specimens for the presence of illegal/illicit drugs and/or steroids under this article will be performed by a state-approved testing laboratory.

All testing for alcohol under this article will be performed by a Certified Breath Alcohol Technician using a Certified Breath Alcohol Testing Device.

## **NOTICE TO EMPLOYER**

An employee who is taking any prescription drugs or steroids which could cause any impairment or adverse effects during work hours must obtain a certification from their prescribing provider that the employee can return to their normal work functions. Such documentation shall be submitted to the Human Resources Department prior to the employee resuming their duties while under the medication's effects. Failure to follow the procedure described herein may be subject to disciplinary action up to and including termination of employment with the City.

## **ARTICLE 18. EDUCATIONAL BENEFITS**

Employees will be eligible for Educational Benefits as provided for under this article.

Notwithstanding anything in this agreement to the contrary, Educational Benefits under this article shall be available as long as there are funds remaining in the corresponding line item of the annual budget allocated for this purpose when the request is made and as budgeted at the sole discretion of the City.

### Section 1.

- A. Education reimbursement eligibility is for classes and/or courses at an accredited junior college, community college, college or university within the State of Florida that are part of a program resulting in a two year degree, four year degree, or Master's degree or higher. Course work in pursuit of a college degree will be taken during the employees off time hours. To be eligible for reimbursement, the program must be related to a job within the City's classification plan which the employee holds or to which the employee may reasonably aspire or provides requisite training to reasonably qualify for a promotion or transfer. Approval to attend college related courses during assigned work hours will be at the discretion of the Bureau Commander.
- B. Training reimbursement eligibility is for classes and/or courses designed to increase job-related knowledge and/or improve job skills. Training includes, but is not limited to, the attainment of a license or certificate.

### Section 2.

- A. An employee may attend routine training during normal work hours. An employee will not be allowed to attend specialized training during normal work hours except when such training approved by their supervisor.
- B. Education reimbursement must be for job-related college coursework and is limited to twelve (12) semester hours (or the equivalent) with reimbursement for such coursework provided as established under City Higher Education Policy 4-19.
- C. Intent to pursue certification or license requirements must be requested no later than close of business (5:00pm EST) on March 7, prior to the intended fiscal year of enrollment.

### Section 3.

- A. Upon advance approval of the Police Chief, and contingent upon the availability of funds, the City will pay for or reimburse an employee for any mandatory continuing education/training necessary for certification, re-certification or renewal of license(s) appropriate for the position held.
- B. Employees who wish to participate in the educational reimbursement program must notify the Police Chief no later than close of business (5:00pm EST) on March 7, prior to the intended fiscal year of enrollment. Upon advance approval of the Police Chief and pending availability of funds, the City will pay for or reimburse the employee based upon



meeting the provisions as set forth in this Article. In the event of a declared financial emergency, the City will meet with the PBA to discuss the availability of funds for reimbursements.

#### Section 4.

Reimbursement will only be made by the City when an employee receives a grade of C or above, or in the case of Pass/Fail, a passing grade. There will be no reimbursement when a grade of Incomplete, Fail, D, F, or Withdrew is received.

#### Section 5.

An employee who voluntarily separates employment from the City within three (3) years from the date of hire for any reason is required to repay all costs of recruit or routine training excluding Region XII funded courses.

In accordance with City Policy 4-19 whenever an employee is voluntarily or involuntarily separated from employment within the first year of receiving higher educational reimbursement payment, the employee shall repay one hundred (100) percent of the amount paid; from one to two years of receiving higher educational reimbursement payment, fifty (50) percent of the amount paid. After two years following reimbursement, an employee who leaves the City is not required to repay the City any of the amounts paid for higher education. Any officer who is injured in the line-of-duty and receives a disability retirement due to such injury will not be required to repay to the City any higher educational reimbursement payment they may have received.

Employees within two years of eligibility of retirement are prohibited from receiving educational reimbursement monies.

**ARTICLE 19.      LEGAL BENEFITS****Section 1.**

The City shall, upon the request of an employee and after notice of the suit against the employee has been timely received by the office of the City Attorney, within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the complainant in the suit alleges that the employee was acting within the scope of his employment, even if the complainant also alleges in the alternative that the employee acted in bad faith, or with malicious regard of human rights, safety or property.

**Section 2.**

In those cases in which the City has reason to believe that there exists a substantial factual basis for the allegations in the suit of bad faith, malicious purpose or actions exhibiting wanton and willful disregard of human rights, safety or property, the employee shall be notified that he must provide his own defense at his own expense.

**Section 3.**

Should the City fail to provide a defense in any civil or criminal action for a covered employee acting in the scope of his employment and should the employee prevail in the underlying action, then the City shall reimburse all reasonable attorney fees and costs to the entity that pays for the defense of the covered employee.

**Section 4.**

The City will satisfy any settlement or judgments, except for punitive damages rendered in a suit against the employee as a result of his or her actions which occurred while he or she was acting within the scope and course of his employment, within the limits provided by law.

**Section 5.**

At any time after the City has undertaken the defense of an employee in a civil damage suit, the employee, at his or her own expense, may, with the permission of the City, hire counsel of his or her choice and substitute that counsel, with the consent of the applicable court, for the counsel provided by the City without affecting the employee's rights to indemnification under Section 4 of this Article, or for reimbursement of reasonable attorney's fees and costs as per Section 3 of this Article.

**Section 6.**

The employee agrees to cooperate fully with the City if the City undertakes the defense of the employee.

**ARTICLE 20. RESIGNATION**

Any employee who submits his or her resignation will be permitted to continue his/her employment for the one (1) week notice period or be paid for the one (1) week in lieu thereof at the discretion of the Police Chief.

## **ARTICLE 21. INSURANCE BENEFITS**

### **Section 1. Health and Hospitalization Coverage**

- A. The City agrees to provide health and hospitalization coverage through an employer sponsored provider for employees and their dependents under the same health insurance plan and plan design the City offers to its non-public safety employees in the percentage of monthly premium set forth below.

#### **MEDICAL AND HOSPITALIZATION EMPLOYER CONTRIBUTION**

<b>PPO</b>	
<b>SINGLE</b>	<b>95%</b>
<b>EE+1</b>	<b>75%</b>
<b>Family</b>	<b>75%</b>
<b>2 PBA Family</b>	<b>100%</b>
<b>Over Age Dependent</b>	<b>0%</b>

#### **Over Age Dependent Qualifications.**

Beginning January 1, 2011 any employee who elects to continue overage dependent coverage will be responsible to pay the actual cost of the premium as determined by the insurance carrier.

Overage Dependent Health Coverage between the ages of 26 to 30 years old.

#### **Period of eligibility:**

#1. To the end of the calendar year in which the child reaches the age of 25 if meeting all of the following:

The child is dependent upon the policyholder for support.

The child is living in the household of the policyholder, or the child is a full-time or part-time student.

#2. To the end of the calendar year in which the child reaches the age of 30, if:

The child is unmarried with no dependents,

The child is a resident of Florida or a full-time or part-time student; and

The child does not have insurance coverage under any private or public plan.

- B. As a result of the opening of the City's Employee and Family Health Center the City and the PBA (the "Parties") agree that on or before March 15<sup>th</sup> of each year of this agreement the Parties will meet to review and discuss possible plan design changes based on utilization of the Health Center and Health Plan savings. The parties agree to work cooperatively to provide the best possible benefit to employees at a fiscally responsible premium. Upon the effective date of any plan year's premium increase by the City's provider or providers, or by the City if the City is self-insured, under programs authorized by this Article, the parties agree to continue paying the same proportionate share of health and dental premiums after implementation of the proposed rate increase for health and dental insurance as was paid during the previous plan year.
- C. The plan design includes a base plan option as well as a "Buy Up" plan option. Employees who choose to enroll in the "Buy-Up" plan shall be responsible for the additional premium above what is contracted for in the Base plan.

#### Section 2.     **Dental Benefits**

- A. During each year of this agreement, the City agrees to provide dental benefits for employees and their dependents under the current plan design in the percentage of monthly premium set forth below.

<b>Single</b>	<b>100%</b>
<b>EE+1</b>	<b>69.8%</b>
<b>Family</b>	<b>42.1%</b>
<b>2 PBA Family</b>	<b>100%</b>

#### Section 3.     **Vision Benefits**

Vision care benefits, at no cost to employees, shall be provided by the City to the employee and his/her dependents.

#### Section 4.     **Life and Accidental Death Benefits**

- A. At no cost to an employee, a Life and Accidental Death and Dismemberment policy shall be issued in a face amount equal to one times an employee's annual base salary up to a maximum of one hundred thousand dollars.
- B. An employee shall have the option to obtain additional life insurance by purchasing a Voluntary Supplement Life Insurance policy in an amount equal to the employee's annual base salary, exclusive of overtime, stipends, incentives and other premium or add-on pay.
- C. An employee shall have the option to purchase Voluntary Dependent Life Insurance at their cost in accordance with the supplemental life insurance rate sheet.



**Section 5.      Employee Assistance Plan (“EAP”)**

The City shall make available at no cost to employees an Employee Assistance Program and provide employees up to six evaluative visits per year at no cost to employees.

**Section 6.      No Changes During Plan Year**

Other than for “change of life” status, an employee shall not be permitted to transfer membership from one health benefit plan to another or from one of the options listed in Section 1 of this article except during the annual group enrollment period.

**Section 7.      Voluntary Employee Benefits Association (“VEBA”)**

- A. The City shall continue to contribute to the West Palm Beach Police Benevolent Association Retiree Health Benefit Fund (hereafter known as “VEBA”) 4% of non-drop employee “pensionable” salary (excluding anyone not participating in the West Palm Beach Police Pension Fund).

**Section 8.**

An employee who can document that they are covered under their own or a spouse’s health insurance plan may “opt-out” of the City coverage. In the event of “opt-out”, an employee shall receive a payment of \$150.00 a month.

Additionally an employee may choose to “opt-out” of dental and vision insurance under this articles for themselves or a dependent, however notwithstanding anything to the contrary in this agreement opting out of dental and or vision insurance shall not result in any payment or reimbursement to the employee in any amount.

**ARTICLE 22. FUNERAL EXPENSES**

The City will provide an in-the-line-of-duty death benefit for funeral and burial expenses. Said amount of thirty thousand dollars (\$30,000) will be paid directly to the beneficiary of said employee.

## **ARTICLE 23. INCENTIVE PAY**

### Section 1.

An employee who is certified by the State of Florida to administer the Breathalyzer Test or any other machine or device, excluding roadside tests, authorized by the Police Chief to determine the amount of intoxicants or other stimulants in individuals will be paid at the rate of fifteen dollars (\$15.00) per test.

### Section 2.

One employee with the proper certification shall be designated by the Police Chief to service, maintain, and calibrate breathalyzer machines and such employee will be paid bi-weekly at the rate of \$34.62 for a total of \$900.12 per year. This amount will be fixed regardless of the time to make such repairs or calibrations, the number of breathalyzer machines, or the scope and intent of the maintenance, service or repair.

### Section 3.

Two (2) employees with the proper certification may be assigned in writing by the Police Chief as K9 Trainers. One (1) employee may be assigned as a trainer in the discipline of K9 Patrol and for the length of assignment be paid a stipend of two and one-half percent (2 ½%) of his/her base rate of pay. One (1) employee may be assigned as a trainer in the discipline of K9 Detection and for the length of assignment be paid a stipend of two and one-half percent (2 ½%) of his/her base rate of pay. If one (1) employee can be assigned to be the trainer for both disciplines, then for the length of time assigned will be paid a stipend of five (5%) percent of his/her base rate of pay.

### Section 4.

The City, during the term of this Agreement, shall continue to participate in the state incentive pay program.

**ARTICLE 24.        HAZARDOUS DUTY BENEFIT****Section 1.**

The City agrees that no employee will be required to ride a two wheeled motorized vehicle, excluding Segways. Only those employees who submit a written request giving voluntary consent will ride two wheeled motorized vehicles.

**Section 2.**

The City agrees that any employee assigned to ride a two wheeled motorized vehicle, excluding Segways, while so assigned, shall receive \$75.00 per pay period in addition to his or her regular salary, including when a temporary reassignment is necessary due to weather, staffing, or other operational needs as determined by the Chief of Police or his/her designee.

## **ARTICLE 25. UNIFORMS AND EQUIPMENT**

### **Section 1.**

The City shall furnish uniforms and duty belt systems to all employees who are required to wear such uniforms in the performance of their duties and agrees to replace unserviceable uniforms as required.

### **Section 2.**

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

### **Section 3.**

It shall be the responsibility of each officer to check any vehicle which has been assigned to him or her, to ensure it is in safe operating condition prior to use or operation. An employee will report any suspected unsafe condition to his/her immediate supervisor. If the supervisor believes that the vehicle is in such an unsafe condition to be a hazard to the operator or the public, the vehicle maintenance department shall be notified for appropriate disposition. The vehicle maintenance department shall be the final authority as to inspection and repairs needed to release a vehicle into service.

#### **A. Take Home Vehicles**

1. Community Oriented Police Officers assigned a vehicle for their normal duties, and all active duty police officers who reside within the City who are employed and eligible for a take-home police vehicle may be assigned a take-home police vehicle in accordance with SOP I- 18. All other assignments of police vehicles, including take-home, will be in accordance with SOP I- 18. An assigned take-home vehicle remains with the officer until the officer moves outside the city or the vehicle is replaced with a new vehicle. All vehicles assigned to the rank of Police Officer or Sergeant within Field Operations will be pursuit rated and will be removed from Field Operations (Patrol) and replaced when the vehicle reaches eight (8) years of service or exceeds 140,000 miles. . All other vehicles assigned outside of Field Operations (Patrol) will be replaced when the mileage exceeds 140,000 miles and excludes any time limit based on vehicle age. Resident non-uniform officers who presently have assigned vehicles may be permitted to take those vehicles home unless a business necessity dictates otherwise. Uniform patrol officers may use their vehicles as take-home vehicles on their assigned work days provided that the taking home of the vehicle does not cause a shortage of vehicles needed for filling other shift assignments.



Management reserves the right to limit the number of take-home vehicles assigned to the One's and Two's Platoon that can be taken home.

2. Any officer who resides outside of the City limits and is assigned a take home vehicle will be required to pay a fuel surcharge. The following chart will be used to determine the fuel charge that will be assessed to each officer who has a take home vehicle. These costs will be paid through payroll deductions. All officers assigned a take home vehicle, who reside within the City and all K-9 officers will not be required to pay a fuel charge for the use of the City Vehicle.

<b>Distance</b>	<b>Assigned Work Days Patrol</b>	<b>Permanent Others</b>
0 -9 miles	\$15.00 per pay period	\$20.00 per pay period
10 – 20 miles	\$20.00 per pay period	\$30.00 per pay period
21 – 30 miles	\$30.00 per pay period	\$40.00 per pay period
31 -40 miles	\$75.00 per pay period	\$85.00 per pay period

3. Any officer who lives more than 40.0 miles one-way from Police Headquarters (600 Banyan Blvd.) will not be entitled to a take home a vehicle.
  4. City of West Palm Beach GIS System will be utilized in calculating mileage from Police Headquarters to the officer's place of residence to determine total distanced traveled. Mileage will be determined by a direct line from 600 Banyan Boulevard to the member's current address of record.
  5. Any time an officer changes his/her address they must follow Standard Operating Procedures Rules and Regulations 2 – 8. The new address will be used to determine if there will be a change in the fuel surcharge that the officer is required to pay. Such adjustment will become effective on the next full pay period after the date of the notification.
  6. The City's policy pertaining to take home vehicles is intended to and should be interpreted to meet all allowable exclusions from income under federal, state and/or local laws to the extent reasonably possible. To the extent that SOP 1-18 entitled "Take Home Vehicle Policy" or this Agreement may be read as inconsistent with the City's intent, this Agreement and SOP 1-18 are expressly conformed to meet the City's intent and to meet all such allowable exclusions.
  7. Officers who are on active assignment as Field Training Officers ("FTO's") and are assigned take home vehicles shall not be required to pay the fuel surcharge referenced under Section 3(A)(2).
- B. Detectives shall be allowed to drive their assigned vehicles to and from work under the following conditions and will be required to pay the same fuel charge as outlined in Section 3A above unless they reside within the City:

1. They will not engage in personal use of their assigned police vehicle while on duty.
2. The police vehicle will only be used for transportation between police headquarters, crime scene or other legitimate police business and home.
3. Detectives will keep the assigned vehicle available for all required maintenance. All required cleaning of the vehicle will be scheduled and completed in an on duty capacity.
4. All members will comply with West Palm Beach Police SOP I -18.

#### Section 4.

- A. All bargaining unit members will be provided a cleaning allowance of a six hundred and fifty (\$650.00) dollars.
- B. A shoe allowance of eighty (\$80.00) dollars will be provided annually in a lump sum no later than the second (2nd) pay period in November.
- C. The cleaning allowance as set forth herein shall be paid to an employee in a lump sum no later than the second pay period in November, or as otherwise stated in this Agreement, based on the employee's assignment as of October 1. Any new employee hired after October 1 but prior to the second (2nd) pay period in November shall be eligible to receive the appropriate uniform cleaning allowance.

#### Section 5.

The City will arrange to have each patrol vehicle thoroughly washed and cleaned, including the interior, on a weekly basis.

#### Section 6.

The City will provide each officer with a two-way portable radio for use while away from their patrol vehicle.

#### Section 7.

The City will arrange to have each patrol vehicle's speedometer calibrated every six (6) months and post such in a conspicuous position in each vehicle.

#### Section 8.

An employee will retain his or her weapon upon retirement, provided that the employee has served at least twenty (20) years as a City of West Palm Beach Police Officer and is eligible to immediately collect pension benefits under the City of West Palm Beach Police Pension Plan.

## **ARTICLE 26. WORKWEEK AND OVERTIME**

### Section 1.

- A. The placement of employees within the Police Department shall be in accordance with SOP 1 – 8 (Assignment to Specialized Positions/Components).
- B. No employee shall be required to remain on duty for more than forty (40) hours in any calendar week unless extra hours of duty are deemed necessary by the Police Chief, and additional compensation shall be paid thereupon. Such additional compensation shall be at the rate of one-and-one-half (1½) times his or her regular rate of pay.
- C. All City overtime and contract overtime, except overtime which is a continuation of specialized duties, shall be equally and fairly distributed among employees qualified to perform the overtime duty.

### Section 2.

- A. An employee assigned overtime to work a City-sponsored event or special event held on Thanksgiving Day: 1200-2400 hours, Christmas Eve: 1200-2400 hours on December 24, Christmas Day: 0000-2400 hours on December 25, New Year's Eve: 1200-2400 hours on December 31, or New Year's Day: 0000-2400 hours on January 1, shall be compensated at double the extra-duty rate as set forth in Article 31 Section 8.
- B. As set forth in Section 3 below, all other overtime will be compensated at time-and-one-half (1½) the employee's regular rate of pay.
- C. Overtime pay, when so granted, will normally be contained in the employee's next regular pay check following the time worked.

### Section 3.

- A. The City will establish the hours of work best suited to meet the needs of the community, but agree that work schedules will not intentionally be changed or altered to avoid the payment of overtime.
- B. "4/12 Schedule" for Patrol Division  
  
The "4/12 Schedule" described below is implemented in accordance with Section 207(k) of the Fair Labor Standards Act. Section 207(k) allows law enforcement officers to work 171 hours in a 28 day work period before the employer is required to pay overtime. The purpose of Section 207(k) is to allow public employers to balance the hours of work over an entire work period.

1. The Patrol Division will utilize the "4/12 work schedule.

2. During the period the 4/12 schedule is in use, the City will suspend the forty (40) hour work week as defined in this Agreement for employees assigned to the 4/12 schedule. Overtime will be compensated at time and one-half for any hours worked in excess of those regularly scheduled for that employee within any calendar week under the 4/12 schedule. Employees working the 4/12 schedule (without additional overtime hours as described above) shall be compensated for eighty (80) hours plus one half (½) of an hour at the employees overtime rate each pay period, by exception, regardless of actual hours worked under the 4/12 schedule.

3. Sick Leave, Vacation or Annual Leave.

Leave benefits will be granted on a per hour as-used basis based upon the scheduled work day or work week of the affected employee under the 4/12 schedule.

4. Holidays.

Holiday benefits shall be paid based on the employee's assigned work schedule or he/she will be entitled to bank the Holiday time for use at a future date during the current calendar year.

5. Disciplinary Action.

For purposes of disciplinary action, a "day" is defined as eight (8) hours. When an employee covered by this Agreement and working under the 4/12 schedule is subject to suspension, the suspension will be defined in days and hours. The employee may choose to work any difference between the suspension time as defined in hours and the employee's affected work days under the 4/12 schedule as defined in hours or use accrued vacation, compensatory, or personal leave on an hour for hour, or fraction thereof, basis.

#### Section 4.

Whenever a shift rotation occurs, no employee shall be forced to work a continuous shift. Employees rotating from the day to night shift will be entitled to at least eight (8) hours off duty before returning to work.

#### Section 5.

Employees will be given notice of any change in their regular hours of work at least two (2) weeks in advance of transfer, reassignment or change of shift except where an emergency exists. In the event of an emergency, if an employee is required to work beyond their normal duty hours during civil unrest, hurricane or other emergency conditions declared by the Police Chief will be entitled to pay at the rate of one-and-one-half (1.5) times his or her regular rate of pay.

## Section 6.

- A. An employee who is required to appear in court or at a deposition during a time that is not on or contiguous to his or her regular assigned shift shall be compensated at the overtime rate for a minimum of three (3) hours. Any and all subpoena fees shall be returned to the City.
- B. For the purposes of this article and subsection, each additional court appearance separated from the employee's previous court appearance by a period of more than sixty (60) minutes qualifies for compensation as described above. The sixty (60) minute time period is calculated from the time the employee is released by the court until the time stated on the next subsequent subpoena.
- C. For the purposes of this article and subsection, compensable time shall begin thirty (30) minutes prior to the scheduled appearance time set by the subpoena to compensate the employee for the time necessary to obtain and return documentation/evidence for court appearances or depositions.

## Section 7.

Any employee called back to work prior to the start of his next regularly scheduled shift shall receive a minimum of three (3) hours work at one-and-one-half (1½) times his regular rate of pay unless said three (3) hours run into his shift starting time, in which case the employee will be paid at one-and-one-half times (1½) only for that fraction thereof worked in advance of the shift starting time. For the purposes of this Article and Subsection, each additional call back to duty separated from the employee's previous duty by a period of more than sixty (60) minutes qualifies for compensation as described above. The sixty minute time period is calculated from the time the officer is released from previous duty.

## Section 8. Off-Duty Training

When an employee is required to attend training while off-duty they will be compensated at the rate of one-and-one-half (1½) times his/her regular rate of pay when required by the Police Chief or his/her designee to attend such training.

## Section 9.

Whenever possible, all court appearances that require a written or electronic subpoena to be served on an employee will be served at the earliest possible time by an officer authorized to do so by the court.

## Section 10.

An employee required to be out of Palm Beach County to attend court or for any other purpose as a result of his duties as a City police officer will be paid at his regular rate of pay for each day or partial day required for said purpose.



### Section 11.

The City recognizes that unusual circumstances may require that an employee finds it necessary to request a change of his regular scheduled shift. Without obligating the City to pay overtime, an employee may work for or change shifts with another employee performing similar duties. Such determination of duty compatibility and approval shall rest with the Police Chief or his/her designated representative. At least three (3) days verbal notice to his/her shift commander will be required. No reasonable request will be denied.

### Section 12.

- A. At the employee's discretion, in lieu of overtime pay, an employee may choose to accrue compensatory time. The accumulation of compensatory time shall be limited to a total maximum accrual of one-hundred-twenty (120) hours, inclusive of conversion to the time-and-one-half rate. Compensatory time will be granted if an employee notifies his immediate supervisor of the contemplated use of compensatory time at least sixteen (16) days prior to use. If less than sixteen (16) days notice is provided, the granting of compensatory time shall be at the discretion of the Division Commander.
- B. The exception to the sixteen (16) day requirement shall be the holidays as follows: the holidays of night shift Christmas Eve, Christmas, New Year's Eve, New Year's Day, and Thanksgiving. On the aforementioned holidays, management will determine the necessary manpower required to perform the police service, without going below minimum staffing, or if the member has scheduled mandatory training.
- C. The City may offer employees an opportunity to cash accrued compensatory time on an annual basis. The accrual shall not exceed the contractual maximum.

### Section 13.

An employee ordered to duty, exclusive of school, training, and the like, shall receive an additional three (3) hours pay at straight time for each full night the employee is kept away from his/her residence in the performance of such duty.

**ARTICLE 27.        SECONDARY EMPLOYMENT****Section 1.**

- A.     A request to work secondary employment shall be made annually, in writing by completing the required City form and submitting it to the Police Chief and the Human Resources Director for approval.
- B.     Secondary employment must be authorized in writing by both the Police Chief and the Human Resources Director.
- C.     The written request and the written response shall be maintained in the employee's personnel file.

**Section 2.**

Secondary employment shall not be permitted where such employment constitutes a conflict of interest or conflicts with regular employment.

**Section 3.**

No employee may accept secondary employment which will prevent his or her return to duty in the case of emergency as declared by the Police Chief, City Administrator, or Mayor.

## **ARTICLE 28. HOLIDAYS**

### Section 1.

The following days are considered holidays for essential personnel:

<b>New Year's Day</b>	January First
<b>Martin Luther King Day</b>	Third Monday in January
<b>President's Day</b>	Third Monday in February
<b>Memorial Day</b>	Last Monday in May
<b>Independence Day</b>	July Fourth
<b>Labor Day</b>	First Monday in September
<b>Columbus Day</b>	Second Monday in October
<b>Veteran's Day</b>	November Eleventh
<b>Thanksgiving Day</b>	Fourth Thursday in November
<b>Thanksgiving Holiday</b>	Friday following Thanksgiving
<b>Christmas Day</b>	December Twenty-Fifth

"Essential personnel" are defined as employees who are required to remain on duty during holiday closures, as designated by the Mayor, the City Administrator, or the Chief of Police or his/her designee. Holidays for non-essential personnel will fall on the days declared as holidays by the City.

The City will compensate employees who are on duty during a holiday with pay or deferred holiday benefits equal to each hour worked. Unused deferred holiday benefits are not subject to roll-over and will be paid out the last pay period of the fiscal year.

Those employees whose regular scheduled day off falls on a holiday will receive a maximum benefit of eight (8) hours of holiday pay or the employee can request "Holiday Saved" hours equal to the hours of the employee's regular assigned shift. Unused Holiday Saved hours are not eligible for pay out and are not eligible for roll-over. All Holiday Saved hours must be used or will expire by the last day of February of the following year.

If an employee is scheduled and assigned to work on a holiday and the employee has requested to have the holiday off, a leave request must be submitted and approved. The pre-approved authorization allows the employee to take the holiday off without charges to any leave accruals; and without compensation for holiday pay, Holiday Deferred or Holiday Saved hours.

An employee who wishes to use their accrued Holiday Deferred or Holiday Saved hours to take time off during the fiscal year must submit a leave request to his/her immediate supervisor.

**Leave requests** as stated in this article are subject to the following terms:

- Leave request must be submitted at least sixteen (16) days prior to the requested date (s) of leave; and

- If the leave request is submitted without the minimum sixteen (16) day notice, then authorization for such leave use shall be at the discretion of the Division Commander.

The employee will receive Holiday Saved hours equal to the number of hours charged when on Bereavement Leave. This will properly record the Bereavement Leave and allow holiday hours to be used at a later date. No dollars may be earned for any holiday benefits when on Bereavement Leave.

When an employee calls in sick on a Holiday, the employee will be charged sick leave and no holiday pay or holiday hours will be earned.

#### Section 2.

An employee shall also observe any other day specifically designated by the city commission for a holiday upon written notice of acceptance by the Association submitted to the Manager of Employee Relations.

#### Section 3.

In filling the routine staffing requirements for holidays, the required employees shall be assigned from the regular work roster. Any additions or deletions from that schedule will be based upon seniority in rank within the specialized unit, patrol division, uniformed specialized services, or SID. Any employee required to work shall be assigned on the basis of reverse order of seniority. For the purpose of this section, motorcycle officers and accident investigators shall be combined.

## ARTICLE 29. PENSION PLAN

### Section 1.

- A. Benefits regarding pension plans for employees holding the title of Police Officer shall be pursuant to Section 16, Article I within the City Charter, as amended by the legislature.
- B. Non-sworn members of the bargaining unit shall be included only in the Defined Contribution Retirement System of the City of West Palm Beach Retirement System, as amended.

### Section 2.

Amendments to the City of West Palm Beach Police Pension Fund may be made during the term of this Agreement to conform the System to this Article, or if negotiated by the parties pursuant to Chapter 447.

### Section 3.

- A. To the extent that the benefit accrual factor is less than three percent (3%) for active members with less than twelve years and six months of service at October 1, 1999, the supplemental pension distribution calculation herein and under paragraph (a)2. of subsection (12) of the Special Act shall be adjusted for employees who retire after October 1, 1999. The adjustment shall be to decrease the minimum return of eight and one-quarter percent (8.25%) needed to afford the supplemental pension distribution, where the amount of the reduction is zero if an employee has been credited with twelve years and six months of service or more with the three percent (3%) benefit accrual factor or one and one-quarter percent (1.25%) if an employee has been credited with no more than a two and one-half percent (2.5%) benefit accrual factor. If an employee has been credited with less than twelve years and six months of service at the three percent (3%) benefit accrual factor, then the accumulated amount over two and one-half percent (2.5%) for each year of service divided by one-half percent (.5%) divided by twelve and one-half (12.5) subtracted from one multiplied by one and one-quarter percent (1.25%) is the reduction from eight and one-quarter percent (8.25%). Effective October 1, 2011, the assumed rate of return will be lowered from 8.25% to 8.0%, and the benefit accrual factor shall be reduced prospectively to 2.68%.

An illustrative only example of the calculation of the minimum return for the supplemental pension distribution as described in this paragraph is as follows:

bar = Actual benefit accrual rate

$$.0825 - [1 - \{\text{sum}(\text{bar} - .025) / .005\} / 12.5] \times .0125$$

For example, if the actual benefit accrual rate was 2.7% for 20 years and 2.6% for 5 years during a 25 year career sometime in the future,

$$.0825 - [1 - \{((.027 - .025) \times 20 + (.026 - .025) \times 5) / .005\} / 12.5] \times .0125$$



$$= .0825 - [1 - \{(.002 \times 20 + .001 \times 5) / .005\} / 12.5] \times .0125$$

$$= .0825 - [1 - \{(.04 + .005) / .005\} / 12.5] \times .0125$$

$$= .0825 - [1 - \{.045 / .005\} / 12.5] \times .0125$$

$$= .0825 - [1 - 9 / 12.5] \times .0125$$

$$= .0825 - [1 - 0.72] \times .0125$$

$$= .0825 - .28 \times .0125$$

$$= .0825 - .0035$$

$$= .0790$$

Therefore, 7.90% is the minimum return required for the Supplemental Pension Distribution for this example career.

**ARTICLE 30. SALARY PLAN****Section 1.**

- A. An employee hired to attend the police academy shall be hired at a rate five percent (5%) below starting police officer salary and shall be a provisional employee. Such employee shall remain a provisional employee until satisfactory completion of the police academy.
- B. After satisfactory completion of the police academy, the employee shall be a pre-probationary employee and such employee shall remain a pre-probationary employee until satisfactory completion of the FTO program and new employee orientation but shall advance to the minimum starting salary for a police officer Step 1 of the pay plan starting with the first bi-weekly payroll period subsequent to his or her graduation from the police academy and entry into the FTO program and new employee orientation.
- C. An employee shall begin initial hire probation upon the satisfactory completion of the FTO program and will be considered a probationary employee until one (1) year after completion of the FTO program.
- D. Such employee shall advance to Step 2 of the pay plan at the start of the first bi-weekly payroll period that is one (1) year from his or her date of hire.
- E. An employee who is hired with current certification will be hired at starting police officer salary Step 1 and shall progress one (1) step in each succeeding year based on satisfactory performance.
- F. No step increase shall be paid if an employee's performance review shows below standard performance. If the performance review report has not been completed by the employee's review date, the employee will receive the step increase as if he or she had received a satisfactory performance review report. If a below standard performance review rating is earned by the employee but is not reported to the employee until after the review date, the employee will revert to the previous step effective the date of the performance review report. The employee shall remain at the reduced salary until satisfactory performance is attained.
- G. An employee who demonstrates less than satisfactory performance shall be placed on a ninety (90) day plan for improvement. Failure to achieve acceptable progress shall be met with discipline up to and including termination of employment. An employee who demonstrates acceptable progress may be granted an additional ninety (90) days in which to demonstrate satisfactory performance. A Step increase shall not be granted until an employee meets all standards for performance.
- H. No employee's base rate of pay shall exceed the maximum base rate of pay established for his or her classification.
- I. Any change of pay status, for example, promotion, annual step increase, shall be effective at the beginning of the first payroll period subsequent to the date of the change.

Section 2:

- A. Effective with the first payroll period that begins on or after October 1, 2017, Step 1 of the Crime Scene Investigator pay plan shall be \$22.74677 by virtue of dropping three (3) steps from the bottom of the pay range and a new Step 10 will be added that will be 5% above Step 9. Employees in this job classification will receive no adjustment in pay as result of this change, with the exception of those employees whose salary is below the new step 1.
- B. Effective with the first payroll period that begins on or after October 1, 2017, Step 1 of the Community Service Aides pay plan shall be \$18.00227 by virtue of dropping two (2) steps from the bottom of the pay range and a new Step 11 will be added that will be 5% above Step 10. Employees in this job classification will receive no adjustment in pay as result of this change, with the exception of those employees whose salary is below the new step 1.
- C. Effective with the first payroll period that begins on or after October 1, 2017, Step 1 of the Sr. Latent Print Examiner pay plan shall be \$31.70170 by virtue of dropping one step from the bottom of the pay range and a new Step 6 will be added that will be 5% above Step 5. Employees in this job classification will receive no adjustment in pay as result of this change, with the exception of those employees whose salary is below the new step 1.
- D. Effective with the first payroll period that begins on or after October 1, 2017, Step 1 of the Latent Print Examiner pay plan shall be \$25.07830 by virtue of dropping five (5) steps from the bottom of the pay range and a new Step 8 will be added that will be 5% above Step 7. Employees in this job classification will receive no adjustment in pay as result of this change, with the exception of those employees whose salary is below the new step 1.
- E. Effective with the first payroll period that begins on or after October 1, 2017, a new step 12, 5% higher than Step 11 will be added to the Police Officer pay plan.
- F. Effective with the first payroll period that begins on or after October 1, 2017 the first step for the Police Sergeant pay plan shall be \$41.10000 by virtue of dropping one (1) step from the bottom of the pay range and a new step will be added to the pay plan that will be 5% above Step 3. Employees in this job classification will receive no adjustment in pay as result of this change.
- G. Effective with the first payroll period that begins on or after October 1, 2017 the first step for the Police Lieutenant pay plan shall be \$47.58000 by virtue of dropping one (1) step from the bottom of the pay range and a new step will be added to the pay plan that

will be 5% higher than Step 3. Employees in this job classification will receive no adjustment in pay as result of this change.

- H. All employees who are at the maximum of the salary plan for their corresponding job classification for the preceding twelve (12) months or more will have their salary adjusted to reflect the next step in the salary plan effective with the first payroll period that begins on or after October 1, 2017. All employees who have not been at the maximum of the salary plan for the preceding twelve (12) months or more will receive the next step on their anniversary date.
- I. Employees whose salary is adjusted to the new minimum of the step plan, will have their next review date changed to October 1 of the following year. At that time, they will be eligible to advance to the next step.

The Step Plan below shall take effect on the first full payroll period that begins on or after October 1, 2017:

### FY2017-2018

#### Police Officer

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Hourly	24.02153	25.22260	26.48373	27.80793	29.19832	30.65824
Annualized	49,964.77	52,463.01	55,086.16	57,840.48	60,732.51	63,769.13

	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>
Hourly	32.19114	33.80071	35.48000	37.25904	39.14000	41.10000
Annualized	66,957.57	70,305.47	73,808.38	77,498.80	81,420.24	85,491.15

#### Police Sergeant

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	41.10000	43.15659	45.31442	47.58000
Annualized	85,491.15	89,765.70	94,253.99	98,966.69

#### Police Lieutenant

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	47.58000	49.95915	52.45710	55.08000
Annualized	98,966.69	103,915.02	109,110.77	114,566.31

**Crime Scene Investigator**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Hourly	22.74677	23.88410	25.07830	26.33222	27.64884
Annualized	47,313.28	49,678.93	52,162.86	54,771.02	57,509.58
	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>	<b><u>Step 8</u></b>	<b><u>Step 9</u></b>	<b><u>Step 10</u></b>
Hourly	29.03128	30.48000	32.00699	33.63000	35.31000
Annualized	60,385.06	63,403.39	66,574.54	69,943.22	73,440.38

**Latent Print Examiner**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
Hourly	25.07830	26.33222	27.64884	29.03128
Annualized	52,162.86	54,771.02	57,509.58	60,385.06
	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>	<b><u>Step 8</u></b>
Hourly	30.48000	32.00699	33.63000	35.31000
Annualized	63,403.39	66,574.54	69,943.22	73,440.38

**Senior Latent Print Examiner**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>
Hourly	30.48284	32.00698	33.61000	35.29050	37.08000	38.93000
Annualized	63,404.30	66,574.52	69,903.24	73,404.24	77,118.50	80,974.43

**Community Service Aides**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>
Hourly	18.00227	18.90239	19.84752	20.83990	21.88189	22.97598
Annualized	37,444.73	39,316.98	41,282.85	43,347.00	45,514.33	47,790.04
	<b><u>Step 7</u></b>	<b><u>Step 8</u></b>	<b><u>Step 9</u></b>	<b><u>Step 10</u></b>	<b><u>Step 11</u></b>	
Hourly	24.12800	25.33000	26.59650	27.94000	29.34000	
Annualized	50,186.24	52,695.55	55,320.72	58,119.95	61,025.95	

The Step Plan below shall take effect on the first full payroll period that begins on or after October 1, 2018:

**FY2018-2019****Police Officer**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>
Hourly	24.02153	25.22260	26.48373	27.80793	29.19832	30.65824
Annualized	49,964.77	52,463.01	55,086.16	57,840.48	60,732.51	63,769.13
	<b><u>Step 7</u></b>	<b><u>Step 8</u></b>	<b><u>Step 9</u></b>	<b><u>Step 10</u></b>	<b><u>Step 11</u></b>	<b><u>Step 12</u></b>
Hourly	32.19114	33.80071	35.48000	37.25904	39.14000	41.51000
Annualized	66,957.57	70,305.47	73,808.38	77,498.80	81,420.24	86,346.06



**Police Sergeant**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
<b>Hourly</b>	<b><u>41.10000</u></b>	<b><u>43.15659</u></b>	<b><u>45.31442</u></b>	<b><u>48.06000</u></b>
<b>Annualized</b>	<b><u>85,491.15</u></b>	<b><u>89,765.70</u></b>	<b><u>94,253.99</u></b>	<b><u>99,956.36</u></b>

**Police Lieutenant**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
<b>Hourly</b>	<b><u>47.58000</u></b>	<b><u>49.95915</u></b>	<b><u>52.457100</u></b>	<b><u>55.63000</u></b>
<b>Annualized</b>	<b><u>98,966.69</u></b>	<b><u>103,915.02</u></b>	<b><u>109,110.77</u></b>	<b><u>115,711.98</u></b>

**Crime Scene Investigator**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
<b>Hourly</b>	22.74677	23.88410	25.07830	26.33222	27.64884
<b>Annualized</b>	47,313.28	49,678.93	52,162.86	54,771.02	57,509.58
	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>	<b><u>Step 8</u></b>	<b><u>Step 9</u></b>	<b><u>Step 10</u></b>
<b>Hourly</b>	29.03128	30.48000	32.00699	33.63000	35.66000
<b>Annualized</b>	60,385.06	63,403.39	66,574.54	69,943.22	74,174.78

**Latent Print Examiner**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
<b>Hourly</b>	25.07830	26.33222	27.64884	29.03128
<b>Annualized</b>	52,162.86	54,771.02	57,509.58	60,385.06
	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>	<b><u>Step 8</u></b>
<b>Hourly</b>	30.48000	32.00699	33.63000	35.66000
<b>Annualized</b>	63,403.39	66,574.54	69,943.22	74,174.78

**Senior Latent Print Examiner**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>
<b>Hourly</b>	30.48284	32.00698	33.61000	35.29050	37.08000	39.32000
<b>Annualized</b>	63,404.30	66,574.52	69,903.24	73,404.24	77,118.50	81,784.17

**Community Service Aides**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
Hourly	18.00227	18.90239	19.84752	20.83990	21.88189	
Annualized	37,444.73	39,316.98	41,282.85	43,347.00	45,514.33	
	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Hourly	22.97598	24.12800	25.33000	26.59650	27.94000	29.63000
Annualized	47,790.04	50,186.24	52,695.55	55,320.72	58,119.95	61,636.21

The Step Plan below shall take effect on the first full payroll period that begins on or after October 1, 2019:

### FY2019-2020

#### Police Officer

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Hourly	24.02153	25.22260	26.48373	27.80793	29.19832	30.65824
Annualized	49,964.77	52,463.01	55,086.16	57,840.48	60,732.51	63,769.13
	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>
Hourly	32.19114	33.80071	35.48000	37.25904	39.14000	41.93000
Annualized	66,957.57	70,305.47	73,808.38	77,498.80	81,420.24	87,209.52

#### Police Sergeant

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	<u>41.10000</u>	<u>43.15659</u>	<u>45.31442</u>	<u>48.54000</u>
Annualized	<u>85,491.15</u>	<u>89,765.70</u>	<u>94,253.99</u>	<u>100,955.92</u>

#### Police Lieutenant

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	<u>47.58000</u>	<u>49.95915</u>	<u>52.457100</u>	<u>56.19000</u>
Annualized	<u>98,966.69</u>	<u>103,915.02</u>	<u>109,110.77</u>	<u>116,869.10</u>

#### Crime Scene Investigator

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Hourly	22.74677	23.88410	25.07830	26.33222	27.64884
Annualized	47,313.28	49,678.93	52,162.86	54,771.02	57,509.58
	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
Hourly	29.03128	30.48000	32.00699	33.63000	36.02000
Annualized	60,385.06	63,403.39	66,574.54	69,943.22	74,916.53

#### Latent Print Examiner

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	25.07830	26.33222	27.64884	29.03128
Annualized	52,162.86	54,771.02	57,509.58	60,385.06
	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hourly	30.48000	32.00699	33.63000	36.02000
Annualized	63,403.39	66,574.54	69,943.22	74,916.53

**Senior Latent Print Examiner**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>
<b>Hourly</b>	30.48284	32.00698	33.61000	35.29050	37.08000	39.71000
<b>Annualized</b>	63,404.30	66,574.52	69,903.24	73,404.24	77,118.50	82,602.01

**Community Service Aides**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	
<b>Hourly</b>	18.00227	18.90239	19.84752	20.83990	21.88189	
<b>Annualized</b>	37,444.73	39,316.98	41,282.85	43,347.00	45,514.33	

	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>	<b><u>Step 8</u></b>	<b><u>Step 9</u></b>	<b><u>Step 10</u></b>	<b><u>Step 11</u></b>
<b>Hourly</b>	22.97598	24.12800	25.33000	26.59650	27.94000	29.93000
<b>Annualized</b>	47,790.04	50,186.24	52,695.55	55,320.72	58,119.95	62,252.57

Employees who were grandfathered into receiving longevity benefits provided under prior collective bargaining agreements continue to receive the longevity benefits they were receiving prior to this agreement taking effect. Notwithstanding anything in this agreement to the contrary any Longevity benefits provided by the City to grandfathered employees shall be applicable and paid out only on hours worked by the employee and shall not be applicable to any type of accrued leave balance, lump sum payments or any other type of final payout which the employee may receive upon separation from employment with the City.

**Section 3. Field Training Officer**

- A. An employee who is assigned by the Police Chief to serve as a Field Training Officer/FTO Sergeant shall receive additional pay in the amount of five percent (5%) of his or her base rate of pay.
- B. FTO pay ceases when the FTO assignment ends or the officer no longer performs the FTO duty, whichever occurs sooner. Examples of the assignment ending include, but may not be limited to, the officer taking another assignment outside the patrol division or receiving a promotion.

**Section 4. Pay Increases upon Promotion**

- A. Pay Increase Upon Promotion

An employee promoted to a higher rank shall receive effective at the beginning of the payroll period subsequent to such promotion, a five percent (5%) increase in base rate of pay or the minimum base rate of pay for the position, whichever is greater. Step increases which would have occurred within 30 days following the date of promotion shall also be granted.

- B. Promotional Probationary Period

The promotional probationary period shall be one (1) year. Effective at the beginning of the payroll period subsequent to successful completion of six (6) months of work at the

higher rank, such employee shall move to the next pay step but shall retain probationary status. Future step increases shall be at one year intervals thereafter, contingent upon satisfactory performance reviews.

**C. Rejection of Promotional Probation**

If at the end of six (6) months of promotional probation, an employee's performance in the higher rank is deemed by the Police Chief or his/her designee to be deficient, the employee shall be given a written report detailing where improvement is needed using, wherever possible, specific examples of deficiencies. If sufficient improvement is not shown during the remainder of the promotional probationary period the employee shall be returned to their previous rank and their salary will be reduced by five (5%) percent step that the employee held prior to promotion plus any step increase the employee would have received absent the promotion.

**Section 5. Crime Scene Certification Program**

**A. Non-sworn employees in the crime scene unit will be provided:**

1. One set of the required publications for the three levels of crime scene certifications.
2. A vehicle, if available, and on-duty time to take the required examinations for the certifications.
3. Reimbursement of the testing fee if they pass the certification examinations.

**B. The value rating for each certification and level is different dependent upon the difficulty of attainment. This would be reflected in the value rating assigned to the different certifications.**

1. Crime Scene Level 1: Shall receive \$25.00 a month upon receipt of certification to be paid bi-weekly at the rate of \$11.54 for a total of \$300.04 per year.
2. Crime Scene Level 2: Shall receive \$50.00 a month upon receipt of certification to be paid bi-weekly at the rate of \$23.08 for a total of \$600.08 per year.
3. Crime Scene Level 3: Shall receive \$100.00 a month upon receipt of certification to be paid bi-weekly at the rate of \$46.16 for a total of \$1,200.16 per year.

**C. Crime Scene Investigators will be able to get certified for the level they are qualified for and skip the lower levels. Crime Scene investigator's will only receive compensation for the highest level certification obtained.**

#### **D. Crime Scene Investigator Probationary Period**

The position of Crime Scene Investigator is one that is technical in nature and therefore the probationary period for a new Crime Scene Investigator will be twelve (12) months in duration ("probation"). If in the opinion of the Crime Scene Supervisor, a Crime Scene Investigator has not achieved the level of competency needed to fulfill the responsibilities of the position by the end of probation, probation may, in the CITY's sole discretion, be extended by the CITY for up to ninety (90) calendar days. If probation is extended, 30 days prior to the conclusion of probation, the City shall set forth and provide to the subject employee, in a written performance improvement plan, the specific deficiencies which must be corrected in order for the probationary CSI to be re-considered for regular status. Any conflicting provision in the current collective bargaining agreement regarding probationary employees or probationary status of CSIs is superseded by this provision.

#### **Section 6. Latent Print Examiner Certification Program**

- A. Non-sworn employees in the crime scene unit are entitled to the following:
  - 1. The City will reimburse the testing fee if the CSI passes the certification examinations.
  - 2. Latent Print Examiner: Shall receive certification pay of five percent (5%) added to his/her base salary at the start of the first pay period following receipt of certification and shall receive such certification pay so long as the certification is maintained.
- B. The Latent Print Examiner shall be recognized as a separate certification from the Crime Scene Certification.

#### **Section 7.**

- A. An employee assigned by the Police Chief to serve as K-9 handler shall work a normal week that consists of 33 hours on-duty and 7 hours off duty for dog care compensated at his or her regular hourly base rate of pay. For a week in which they have worked forty hours on duty, a K-9 handler shall be compensated at time and one half his or her base rate of pay for one hour per non-duty day when required to care for a dog.
- B. Nothing herein shall alter or abridge management's right to determine the methods, means and personnel by which City operations are to be conducted.

#### **Section 8. Extra-Duty Detail**

- A. Extra duty detail is any approved detail requiring the use of law enforcement authority contracted through the department by a private entity and paid at the contract rate as stated herein. This does not include events or occurrences within the city that require police presence and may dictate assignment of police operations. The Department will regulate extra duty employment to ensure the employment does not reflect negatively on the profession or the Department.



However, any officer who wishes to dispute a suspension from extra duty details may not be required to serve the disciplinary action until the dispute process has been completed. This dispute resolution process is excluded from the grievance/arbitration procedure set forth in Article 35, and shall consist of an informal hearing for the officer to offer mitigating circumstances relating to the suspension with the Field Operations Bureau Chief or designee, a City of WPB Employee Relations employee, the officer involved and/or a PBA Representative if requested. The hearing shall take place within five (5) working days of the notice of suspension. The decision of the Field Operations Bureau Chief or designee will be final and binding.

- B. Extra-duty employment minimum rates of pay are listed below. Any vendor requesting to exceed the minimum shall secure approval by the Chief of Police or his/her designee in writing and in advance of the extra duty employment.

Police Officers:	\$40.00 per hour
Police Sergeants:	\$45.00 per hour
Police Lieutenants:	\$50.00 per hour

C. Extra-Duty Employment Details

1. Details requiring the assignment of five (5) or more officers require the assignment of a sergeant to supervise the detail.
2. The assignment of more than ten (10) officers requires the assignment of an additional sergeant.
3. The assignment of more than fifteen (15) officers requires the assignment of a lieutenant.
4. A detail of between five (5) and ten (10) officers that basically is traffic direction may require that a supervisor be assigned to a fixed post and not act in a supervisory capacity.
5. Extra-duty employment on Thanksgiving Day (1200-2400 Hours), Christmas Eve (1200-2400 Hours), Christmas Day (0000-2400 hours), New Year's Eve (December 31 from 1200-2400 hours) and New Year's Day (0000-2400 hours) shall be compensated at double the above designated rate.
6. No personnel above the rank of Lieutenant shall be permitted to sign up for extra-duty employment details until said jobs are posted for 24 hours.

D. Contract Overtime and Special Events Details

1. No personnel above the rank of Lieutenant, nor any Police Service Aide or Reserve Police Officer shall be permitted to sign up for contract overtime details until said jobs are posted unlimited for 24 hours.
2. Whenever a contract overtime detail is posted late (e.g., The Kravis Center), no personnel above the rank of Lieutenant, nor any Police Service Aide or Reserve

- Police Officer shall be permitted to sign up for said detail until it has been posted for 24 hours.
3. No personnel above the rank of Lieutenant, nor any Police Service Aide or Reserve Police Officer shall be permitted to sign up for a Special Event (e.g., Sun Fest), unless and until it has been posted for 24 hours.
  4. No personnel above the rank of lieutenant, nor any Police Service Aide or Reserve Police Officer shall be permitted to sign up for a “pop-up” detail/job unless and until it has been posted for 24 hours.
  5. Whenever any contract overtime “cancellation” is posted by an officer, for whatever reason, and an alert is sent out to all eligible personnel giving them the opportunity to sign up for the detail, and the detail is not taken after three (3) hours then, anyone above the rank of Lieutenant, Police Service Aid, or Reserve Officer may sign up for the detail. If the contract overtime job assignment is cancelled within less than three (3) hours of the detail start time, anyone above the rank of Lieutenant can sign up for the detail. Anyone that cancels an assigned job with less than three (3) hours prior to the start time will be counted as a missed detail.
  6. The Special Events Coordinator shall be allowed to select one assistant for administrative duties during any multiple day event, or any events requiring fifteen (15) or more officers. All other positions must be posted on Power Details.
  7. Sworn probationary officer hired after October 1, 2012 may sign up for contract overtime only if there is a Supervisor assigned to the detail.
  8. Probationary employees shall be eligible to work overtime sixty days (60) days after successful completion of the field training program.

#### Section 9.

A pay error shall be reported to the Police Department Administrative Services Coordinator by the employee as soon as possible. The Department Administrative Services Coordinator shall recommend to the Police Chief an appropriate pay adjustment. The Police Chief shall forward an appropriate pay adjustment recommendation to the Human Resources Director. Any undisputed pay error shall be corrected within thirty (30) days’ notice to the Human Resources Director by the Police Chief. Correction shall take effect retroactively up to two years back from the date correction is made. In no case shall the City be obligated to pay retroactive salary corrections for more than two (2) years. Nothing in this section, however, shall preclude the City from making longer retroactive corrections, should the City deem in its sole discretion, that it is proper to do so.

## **Section 10. PFC and MPO Certification**

### **(PFC) CERTIFICATION REQUIREMENTS**

Patrol Experience	Seven years of service with the City of West Palm Beach Police Department including four years Patrol experience assigned as an officer working a zone
Performance Evaluation	Ratings of meets standards for two of the last four years and no less than a satisfactory for the remaining two years. Review of disciplinary record for previous three years
College	Thirty (30) completed college level credits in a related field. Transcript required for verification if grade reports are not on file in the training division or four (4) years of military service with only an Honorable Discharge,
Career Development Courses	Total of 120 hours of outside training courses, approved by FDLE Criminal Justice Standards and Training Commission, not including mandatory in-service training

Skill Level A: Has served a minimum of one month in three different duty assignments, Recommended Specialized Assignments:		
CIT	Range Master	Recruiter/Applicant Processor
C.I.D.	S.W.A.T.	U.S.S.
SID	Bomb Team	PAL
C.O.P.	DIVE TEAM	Certified Instructor
F.T.O.	C.A.T./Q.R.T.	Planning/Research
A.I.U.	HOSTAGE/NEGOTIATIONS	Evidence
Motor Patrol	Aviation Unit	Internal Affairs
K-9	Dispatch	Chemical Agent Specialist
Honor Guard	Gang Unit	Crime Prevention
DUI Unit	Accreditation	IRU/NET/HOPE
Task Force	Catchment Detail	Field Force
EDU	Training Specialist	PAL

### **Recommended Specialized Assignments:**

Certified State Instructor	Rifle Operator	Laser Operator
Shotgun Operator	Radar Operator	Breath Test Operator
Certified Bike Operator	Taser Operator	Sage Operator
Pepperball Operator	Chemical Munitions	Command Vehicle Operator

**(MPO) CERTIFICATION REQUIREMENTS**

Patrol Experience	Ten years of service with the City of West Palm Beach Police Department including six years Patrol experience assigned as an officer working a zone
Performance Evaluation	Minimum of two meets standards evaluations in the last four years and no less than two satisfactory evaluations for the remaining two years. Review of disciplinary record for the previous three years.
College	A.A. degree in a related field or sixty (60) completed hours of college level credits in a related field. Transcript required for verification if grade reports are not on file in the training division or four (4) years of military service with only an Honorable Discharge,
Career Development Courses	Total of 240 hours of training courses, approved by FDLE Criminal Justice Standards and Training Commission
Skill Level A	Has served a minimum of one month in three different duty assignments. As per entry into the police officer first class position

Skill Level B: Has served a minimum of 1 year total in any of the following special assignments:  
Recommended Specialist Assignments:

C.I.D.	S.W.A.T.	U.S.S.
S.I.D.	Bomb Team	C.I.T.
C.O.P.	Dive Team	Recruiter
F.T.O.	C.A.T./Q.R.T.	Planning/Research
A.I.U./T.H.I.	Hostage Negotiation	Mall Patrol
Motor Patrol	Aviation Unit	Mall Unit
K-9	Dispatch	Chemical Agent Specialist
Evidence	Truancy Coordinator	Honor Guard
Applicant Processor	Gang Unit	DUI Unit
Accreditation	I.R.U./N.E.T./H.O.P.E.	Task Force
Catchment Detail	Bicycle Unit	Training Specialist

**Recommended Skills Sets:**

Certified Instructor	Rifle Operator	Laser Operator
Shotgun Operator	Radar Operator	Breath Test Operator
Certified Bike Operator	Taser Operator	Sage Operator
Pepperball Operator	Chemical Munitions	Command Vehicle Operator

An employee who attains the rating of MPO shall receive, at the start of the first pay period following attainment, a five percent (5%) increase in base salary. An Employee who attains the rating of PFC shall receive, at the start of the first pay period following attainment, a two and one half (2 ½) percent increase in base salary. No employee may receive both the MPO and the PFC increase in base salary at the same time during the same pay period.

**ARTICLE 31. PROHIBITION OF STRIKES****Section 1.**

Employees covered by this Agreement and the ASSOCIATION and its officers, agents and representatives, agree that they will not engage in any strike activities.

**Section 2.**

- A. Employees covered by this Agreement, the ASSOCIATION, its officers, agents, and representatives, agree that Section 447.505 of the Florida Public Employees Relations Act prohibits them individually or collectively as public employees or the ASSOCIATION from participating in a strike against the City of West Palm Beach, the employer, by instigating or supporting in any manner, a strike.
- B. Any violation of Article 38, Section 2, shall subject the violator(s) to the penalties as provided by Section 447.507 of the Florida Public Employees Relations Act.



**ARTICLE 32. 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.

**Section 2.**

In the event of invalidation of any article or section of this Agreement, both the City and the Association agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 33. MAINTENANCE OF CONDITIONS****Section 1.**

- A. All job benefits in effect at the time of the execution of this Agreement heretofore authorized by the Mayor or Police Chief, shall remain in full force and effect for the duration of this Agreement.
- B. Job benefits provided by Ordinance, Code of the City, or Commission of the City, not specifically provided for, or abridged by this Agreement, shall remain in full force and effect for the duration of this Agreement.

**Section 2.**

The City and the Association will meet at the request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this Agreement, provided, however, no changes shall be made except when a waiver or where the change is negotiated in accordance with Chapter 447, Florida Statutes.

## **ARTICLE 34. GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 1. Grievance Procedure**

- A. In a mutual effort to provide harmonious relations between the parties to this Agreement, it is agreed and understood by both parties that there shall be a procedure for the resolution of any and all disputes between the parties arising from the application or interpretation of this Agreement as follows:

Step 1. The aggrieved employee, with or without a union representative, may present a written signed grievance to his/her immediate supervisor within five (5) calendar days of the occurrence or knowledge of the matter giving rise to the grievance. The immediate supervisor shall attempt to adjust the matter and respond to the parties presenting the grievance within five (5) working days.

Step 2. If, after thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the Association representative and/or the aggrieved employee may appeal the grievance or dispute to his/her Division Commander, which must be signed and in writing, within five (5) working days after the immediate supervisor's response is due. The Division Commander shall respond within five (5) working days.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the Association representative and/or the aggrieved employee may appeal the grievance, which must be signed and in writing to the Police Chief within five (5) working days after the time the immediate supervisor's response is due. The Police Chief shall respond, in writing, within ten (10) working days to the Association.

Step 4. If the grievance has not been satisfactorily resolved at Step 3, the Association representative and/or the aggrieved employee may present a signed written appeal to the Senior Employee Relations Representative within (7) working days after the Police Chief's response is due. The Senior Employee Relations Representative shall respond in writing within ten (10) working days to the Association representative.

- B. Affected personnel of the department will follow these procedures where they are organizationally feasible. In all other instances, the procedure will be initiated at the appropriate step within the organizational unit concerned. The time limits set forth may be waived only by mutual agreement, in writing, between the parties.

If the Association or employee fails to follow any prescribed time limits or other requirements in this Article, the grievance is deemed withdrawn with prejudice not to re-file. If the employer fails to follow any prescribed time limits, the grievance is forwarded to the next step in the process.

## Section 2.     **Arbitration Referral**

- A. If the grievance is not resolved at Step 4 of the Grievance Procedure, or the appeal of a disciplinary action is upheld as outlined in Article 9, Section 5, only the Association may, within five (5) working days, submit a signed written request for arbitration to the Senior Employee Relations Specialist. Only the Association or the City may request to take the grievance to arbitration. The arbitration request must specify the contract articles and terms believed to have been violated; reference to "all other terms that may apply" or words to that effect constitutes insufficient notice and shall be disregarded.
- B. The party requesting arbitration shall, within ten (10) working days after timely submission under Section 2.A., submit the grievance in writing to the Federal Mediation and Conciliation Service ("FMCS") with a copy to the non-requesting party, and request a list of seven (7) arbitrators from which one (1) shall be selected by alternate striking.

Within ten (10) work days after the receipt of the list of qualified neutrals from the FMCS, the party requesting arbitration shall contact the other party so that they shall confer and alternately cross out the names on the list, and the remaining name shall be the arbitrator. A coin toss shall determine which party strikes first under this procedure, after which time the party striking second at the outset hereunder shall strike first and, thereafter, the Parties shall alternate first strikes.

- D. Within ten (10) working days after the selection of the arbitrator, both parties shall confer and select a mutually agreed upon date for such arbitration to be heard. It shall be the responsibility of the party requesting arbitration to obtain the dates that are available from the arbitrator who will hear the arbitration.

If the requesting party fails to move forward within thirty (30) days after the selection of the arbitrator then the arbitration shall be deemed withdrawn. Any extension of time must be reduced to writing, agreed upon by both parties and signed by the party not requesting arbitration.

- E. All arbitration hearings will be held at either the Association offices or at a designated City location on an alternating basis.
- F. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
- G. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his or her decision solely to the interpretation or application of the Agreement. The arbitrator shall allow pre-arbitration discovery to be conducted by the parties in accordance with Florida Statutes, Chapter 682. The arbitrator shall not have the authority to determine any other issues not submitted.

- H. **The decision of the arbitrator shall be final and binding upon the Union and Employer.**



- I. The arbitrator's fees and expenses shall be borne by the losing party as determined by the arbitrator. Where the Association represents the aggrieved employee in the arbitration proceeding, and the arbitrator determines in favor of the City, the Association will be considered to be the losing party, and will bear the full cost and expenses. In the event of a compromise award, the arbitrator's fee and expense shall be borne equally by the parties to the arbitration.
- J. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.
- K. 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 alleged accruals for more than five (5) calendar days prior to the date when such grievance shall have been submitted in writing.
- L. In both contract cases and in discipline cases, corrective action, if any, shall be implemented as soon as possible, but no later than fifteen (15) calendar days after receipt of the arbitrator's award. In termination of employment cases involving reinstatement, the reinstatement shall commence with the start of the next payroll period.
- M. The Association, or the City may request that a transcript be made of the arbitration; however, the party desiring the transcript of the arbitration hearings shall be responsible for the cost of such transcript.
- N. Post-hearing briefs may be directed by mutual agreement of the City and the Association.
- O. The arbitration may proceed in the absence of any party who, after due notice, fails to be present. If the employee grieving fails to appear at an arbitration, the arbitrator shall hear the evidence and render a decision thereon. If the City fails to appear and if no evidence is offered in support of the City's charges, the arbitrator may render a decision by default or may hear evidence offered by the grievant and render a decision thereon. An award shall not be made solely on the default of a party.
- P. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
- Q. When both sides have completed their presentations, the arbitrator shall ask whether either party has any further evidence to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare and note the hearing closed.
- R. The award shall be rendered promptly by the arbitrator, and unless otherwise agreed by the parties, not later than twenty (20) calendar days from the date of the closing of the hearing.
- S. The awards shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.



- T. The expenses of non-City employee witnesses for either side shall be paid by the party producing such witnesses. City employees called as witnesses shall be paid if called during normal working hours. The arbitrator may limit testimony which s/he deems repetitive and/or unnecessary.
- U. The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties.
- V. The decision rendered by the arbitrator will be final and binding on the specific issue involved. The arbitrator shall have the authority to determine the precedential value of prior arbitration decisions involving the City and the Association and shall be as consistent as possible. Prior awards, where the basis of the decision is no longer applicable may be specifically overruled.

### Section 3.      **Resignation Prior To Arbitration**

The acceptance by the City of the resignation of an employee who appealed from a termination of employment before the scheduled date of an arbitration shall act to nullify the hearing and the proceedings shall be dismissed without judgment. Any person resigning under such circumstances shall forfeit all his/her rights, including an appeal or grievance of such disciplinary action. The Association shall be responsible for all fees and charges associated with a cancellation of arbitration due to resignation as set forth herein except where a grievant is represented by his/her own attorney in which case the employee shall be responsible for all fees and charges.

### Section 4      **Exclusive Remedy**

An employee who elects to go to arbitration must present all claims, whether based on local, state or federal law before the arbitrator. This excludes claims pre-empted by local, state or federal law.

**ARTICLE 35. DURATION OF AGREEMENT****Section 1.**



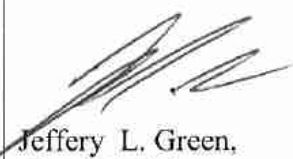



Except as otherwise provided herein, this Agreement shall be effective October 1, 2017, subject to ratification by the Association and final approval by the City Commission of the City of West Palm Beach, and shall continue in full force and effect until its expiration date on September 30, 2020.

**Section 2.**

Negotiations for a successor agreement shall commence on or about March 1, 2020, or earlier if mutually agreed to by the parties.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the 15<sup>TH</sup> day of SEPTEMBER 2017.

Approved as to form and legality

By: <u>9/13/17</u> FOR THE CITY OF WEST PALM BEACH	FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION
 Geraldine Muoio Mayor Date: <u>9/15/17</u>	 John Kazanjian President Date: <u>8/11/17</u>
 Jeffery L. Green, City Administrator Date: <u>8/2/17</u>	 Dennis Hardiman, President, CWPB-PBA Date: <u>8/9/17</u>
 Jose Luis Rodriguez, Chief Human Resources Officer Date: <u>8/8/17</u>	 Rick King, Legal Counsel Date: <u>8/9/17</u>