




# CITY OF Boca Raton

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March 5, 2018

**TO:** Mayor and City Council

**FROM:** Leif J. Ahnell, C.P.A., C.G.F.O.  
City Manager 

**SUBJECT:** Resolution Approving a Collective Bargaining Agreement  
with the Fraternal Order of Police, Lodge 35.

## **RECOMMENDATION**

The attached Resolution approves a Collective Bargaining Agreement between the City of Boca Raton and the Fraternal Order of Police, (FOP), Lodge 35, for a three-year period from October 1, 2017 through September 30, 2020.

## **BACKGROUND**

The parties negotiated a successor agreement with significant changes in base pay to greatly assist the recruitment of new Police Officers to the City.

The agreed upon salary increases (from \$5,400 to \$6,300 per step in the first year) will make the City's police salaries one of the highest starting pays in Florida. The two (2) subsequent years' salaries will increase across the board at 3.0% per year. Additionally, the pension cap was revised from 77% to 84% to entice officers to stay longer.

The Union and the City negotiators agreed to a three (3) year Agreement for the period of October 1, 2017 through September 30, 2020.

The document has been provided to the Fraternal Order of Police, Lodge 35, for ratification. Staff will report on the status of the ratification prior to City Council's consideration of the resolution.

**FISCAL IMPACT:** The approximate incremental increased fiscal impact of this change for the term of the agreement (FY2018 through FY2020) is \$4.8 million. The incremental annual payroll cost of this contract over the current contract (including pension and FICA) is approximately \$1.4 million for FY2018. The 3-year total increased cost of this contract over the current contract is approximately 28%.

DOCUMENT ORIGINATED BY:

Mark H. Buckingham, SPHR, IPMA-SCP  
Director of Human Resources

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -



## RESOLUTION

42-2018

1  
2 A RESOLUTION OF THE CITY OF BOCA RATON  
3 AUTHORIZING THE MAYOR AND CITY CLERK TO  
4 EXECUTE THE 2017 - 2020 AGREEMENT BETWEEN THE  
5 CITY AND THE FRATERNAL ORDER POLICE LODGE #35;  
6 PROVIDING FOR SEVERABILITY; PROVIDING FOR  
7 REPEALER; PROVIDING AN EFFECTIVE DATE  
8

9 WHEREAS, the City of Boca Raton and the Fraternal Order Police Lodge #35 (FOP),  
10 have reached a tentative agreement between the City and the FOP; and

11 WHEREAS, the City of Boca Raton has received notification of the ratification of the  
12 Agreement by the FOP; and

13 WHEREAS, the City of Boca Raton desires to execute an Agreement with the FOP  
14 ("the Agreement") for the period of October 1, 2017 through September 30, 2020; and

15 WHEREAS, such Agreement has been prepared and a copy thereof is attached  
16 hereto; now therefore  
17

18 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA  
19 RATON:

Section 1. That the Mayor and City Clerk be authorized to execute the Agreement with the FOP, for the period of October 1, 2017 through September 30, 2020, a copy of which is attached hereto.

Section 2. If any section, subsection, clause or provision of this resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 3. All resolutions or parts of resolutions in conflict herewith shall be and hereby are repealed.

Section 4. This resolution shall take effect ten days after adoption, provided, however, that Article 33 (Wages) shall be retroactive to October 1, 2017, as more particularly specified in Article 42 (Duration).

PASSED AND ADOPTED by the City Council of the City of Boca Raton this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF BOCA RATON, FLORIDA

ATTEST:

Susan Haynie, Mayor

Susan S. Saxton, City Clerk

COUNCIL VOTE			
	YES	NO	ABSTAINED
MAYOR SUSAN HAYNIE			
DEPUTY MAYOR JEREMY RODGERS			
COUNCIL MEMBER ANDREA LEVINE O'ROURKE			
COUNCIL MEMBER SCOTT SINGER			
COUNCIL MEMBER ROBERT S. WEINROTH			



AGREEMENT  
BETWEEN  
THE CITY OF BOCA RATON  
AND  
THE FRATERNAL ORDER OF POLICE  
LODGE 35



October 1, 2017 through September 30, 2020



## ARTICLES OF CONTRACT

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## AGREEMENT

THIS AGREEMENT is entered into by the CITY OF BOCA RATON, FLORIDA, a municipal corporation, hereinafter referred to as the "CITY" and LODGE #35, FRATERNAL ORDER OF POLICE, hereinafter referred to as the "THE UNION"

## PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy as expressed in PART II, CHAPTER 447, Florida Statutes, is to promote harmonious and cooperative relationships between the City and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the City government; and

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations, therefore, the parties hereby agree:

ARTICLE 1  
RECOGNITION

SECTION 1: The City hereby recognizes the Union as the sole and exclusive bargaining agent for sworn personnel who perform the functions of Police Officer, Police Sergeant, and Police Lieutenant (hereinafter "employee").

SECTION 2: This representation shall be for the purposes of collective bargaining with the City with respect to wages, benefits, hours of work, and other terms and conditions of employment.

## ARTICLE 2

### MANAGEMENT RIGHTS

SECTION 1: The Union and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to determine the mission of the City and its various departments, divisions and other units of organization; set standards of service; establish and implement policies and procedures related to employment, promotions, position classification, discipline, transfer, assignment, and scheduling of employees; subcontract work; merge, consolidate, or close a department or any part thereof or expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency, or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement department policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City. The City has the right to suspend, demote, discharge, or issue letters of reprimand with just cause.

SECTION 2: If, in the discretion of the City Manager, it is determined that civil emergency conditions exist, i.e., riot, civil disorder or natural disaster, the provisions of this Agreement may be suspended for good cause by the City Manager during the time of such emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

SECTION 3: The City shall have the right to remove employees from the service of the City for non-disciplinary reasons, but because they are, in management's judgment, unfit for continued employment by the City as a Police Officer. The City shall not exercise this right without first offering counseling and/or remedial programs to the employee to correct the problem. The counseling will be offered and the City will bear the cost of any counseling if it is related to the problem and if the cost is justified by the likelihood of success in the City's opinion, based upon competent advice. The City will not exercise this right arbitrarily and capriciously. In the event of a grievance brought



to arbitration concerning the exercise of this right, the question to be decided by the arbitrator will be whether the termination was arbitrary and capricious.

ARTICLE 3  
REPRESENTATION

SECTION 1: Neither party in collective bargaining shall have any control over the selection of the bargaining representatives of the other party. The bargaining committee of both parties shall consist of not more than three (3) representatives.

SECTION 2: The Union shall be represented in all matters, except as may be designated for the purposes of Section 1 above, by its president or the president's designee. It shall be the responsibility of the Union to notify the City Manager, and the Chief of Police in writing, of any change in the designation of the president or the president's designee.

SECTION 3: The president and one other employee member of the Union shall be permitted reasonable access for reasonable periods of time to all departmental work locations to handle specific grievances and matters of application or interpretation of this Agreement. The exercise of such access rights by the president or other employee shall not interfere with their duties or duties of other employees and shall not be at the expense of the City.

ARTICLE 4  
LABOR MANAGEMENT COMMITTEE

SECTION 1: The Union and the City shall maintain a joint labor management committee consisting of no more than six (6) members; no more than three (3) of whom shall be appointed by the Chief of Police; and no more than three (3) of whom shall be appointed by the Union.

SECTION 2: The committee shall meet at least quarterly, and more often, if necessary, to discuss matters affecting the health, safety and working environment of employees, productivity, and the quality of police service to the community. It is recognized by the parties that the labor management committee is not a forum for collective bargaining, or for resolving specific grievances, but is a device for fostering communication. The Union agrees that all collective bargaining is to be conducted with City representatives designated for that purpose by the Chief of Police. There shall be no collective bargaining by the Union at any other level of City government.

SECTION 3: If a meeting is held during working hours of an employee participant, such participant may be excused without loss of pay for that purpose. Attendance at a meeting outside of regular working hours shall not be deemed as time worked.

SECTION 4: The meeting shall be held upon 10 days' notice of either party. If no notice is given, the meeting requirement shall be deemed waived for that quarter. All other meetings shall be scheduled by mutual agreement of the parties. Insofar as possible, meetings shall be scheduled during normal business hours at a mutually agreeable time. The position of chairperson shall be appointed by the Chief of Police. The committee may adopt such rules of order, as it deems necessary including the preparation of agendas and meeting minutes.

SECTION 5: All provisions for extra duty police employment shall be subject to discussion by the Labor Management Committee. The impact of any changes to current policy shall be subject to negotiation as required by Chapter 447, Florida State Statutes.

SECTION 6: The City will agree to make Police Department cars available for use in the Police Department's off-duty employment program subject to the off-duty employment policy that the Department can change, from time to time, at its discretion.

ARTICLE 5  
NON-DISCRIMINATION

SECTION 1: The City and the Union agree not to engage in any discriminatory activity prohibited by law.

SECTION 2: A claim of discrimination and/or retaliation by an employee against the City shall not be subject to the grievance or arbitration procedures contained in this Agreement, but shall only be subject to the method of review prescribed by law or by rules having the force and effect of law.

SECTION 3: All references in this Agreement to the male gender are used for convenience only, and shall be construed to mean both male and female employees.



ARTICLE 6  
PROHIBITION OF STRIKES

SECTION 1: No employee, Union, Officer, or agent shall instigate, promote, sponsor, or engage in any strike slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer.

SECTION 2: In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer, regardless of reasons for doing so, the Union shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities. If the Union fulfills in good faith all of the obligations under this section, the City agrees that the Union will not be liable for any damages resulting thereafter.

SECTION 3: The employee and the Union, individually and collectively, shall be liable for any damages which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this Article.

## ARTICLE 7 DUES CHECK-OFF

SECTION 1: Upon the written authorization of an employee, the City agrees to deduct from the wages of each employee the sum certified as Union dues, and before the seventh (7th) of the following month, transfer the sum electronically, to the Union Treasurer, together with a list of individuals who have paid and the amount each paid for that period. If any employee does not have a check due, or the check is not large enough to satisfy the assignments, no collection shall be made from the employee for that month.

SECTION 2: Individual employees desiring dues to be withheld from their paycheck shall sign a standard form witnessed by an authorized Officer of the Fraternal Order of Police, indicating their desire.

The form authorizing the deduction of dues and the form canceling the deduction of dues shall be the form agreed to between the parties hereto. The agreed upon form shall be furnished to the employees by the Fraternal Order of Police.

SECTION 3: Such dues will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the local Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Secretary/Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The City or any of its Officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding payment of such deductions to the assignee, the City and its Officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE 8  
BULLETIN BOARDS

SECTION 1: The City shall permit the Union to post notices of the Union's recreation and social functions, elections, or committee or subcommittee reports, meetings and the names and addresses of Officers, directors and representatives of the Union on the existing bulletin board located in or near the Police Department Briefing Rooms. All other material to be posted shall be subject to prior approval of the Chief of Police. The Union shall not post any notice containing material of a political nature or material tending to criticize or support any elected or appointed official, or employee of the City.

City email and other communication systems shall not be used to conduct union business without the prior approval of the Chief of Police, except to inform union members and the City of changes in the designation of the Union President.

ARTICLE 9  
DEPARTMENTAL RULES AND REGULATIONS

SECTION 1: Each employee and the Union will be provided electronic access to a copy of the Department Manual. Each revision to the Department Manual which is adopted, shall be available in an electronic format as soon as reasonably possible after adoption.



ARTICLE 10  
CIVIL SUITS

SECTION 1: Where the City may legally do so, the City shall furnish bargaining unit members the benefit of a legal defense and indemnity for compensatory damages in accordance with, and subject to the limitations of, Florida Statutes Sections 111.07, 111.071, and 768.28 (5) and (9). In accordance with Florida Statutes, no employee or agent of the City shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his/her employment or function, unless such employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

## ARTICLE 11

### SAFETY

SECTION 1: It is the policy of the City of Boca Raton to take all reasonable and practical steps to eliminate or reduce exposure of its employees to accident potentials that may produce injuries and financial losses. All employees have the responsibility for the safety of other employees within and under their control, as well as equipment and facilities under their direct control. The Boca Raton Police Services Department (BRPSD) and the City shall make a reasonable effort to maintain safe working conditions and equipment. Employees shall be responsible for wearing safety equipment and following safety rules, where circumstances reasonably permit.

SECTION 2: Crash investigations shall be conducted by the Department and determinations made in accordance with applicable Department directives.

SECTION 3: In October and April of each year, employees who have not had a preventable crash within the preceding six months shall receive a \$600 Crash-Free Bonus. Crash-Free Bonus monies shall be prorated for the time actively employed during the preceding six (6) months.

SECTION 4: The City shall provide periodic inspections and regular maintenance and service of all department vehicles. Unsafe vehicles will be replaced or repaired as appropriate. All vehicles shall have installed within them a device for the detection of carbon monoxide. Any City vehicle to be used by members of the bargaining unit will be taken to the City garage when the odometer reaches 25,000 miles and every 10,000 miles thereafter whereupon it shall be given a complete inspection to determine its operational suitability. This inspection shall include the engine, transmission, drive train, suspension system, air conditioning, electrical system, frame, brakes, and exhaust system.

SECTION 5: The Chief of Police or designated representative will provide vehicles necessary to meet operational needs of the Department.

SECTION 6: The partition between the front and rear seats in marked vehicles used for the transport of prisoners will be constructed of such material and security so as to afford maximum protection from physical attack.

SECTION 7: The City will provide employees with the Hepatitis-b vaccination, upon hire, unless employees have previously been given the vaccine or decline it. The City will provide employees with tuberculosis screening immediately upon the employee's notification of an on-duty exposure. The City will provide HIV testing to employees who experience an exposure to blood or other potentially infectious materials as defined by OSHA in CFR 1910.1030 Blood Borne Pathogens. Test results will be interpreted by the City's health provider or designated testing facility (or Boca Raton Regional Hospital for after hours assessments), to determine whether or not the employee has been infected.

ARTICLE 12  
PROBATIONARY EMPLOYEES

SECTION 1: All new employees shall be designated as probationary employees and shall remain in probationary status in their classification for one (1) year from the date they are sworn in as a police officer with the City of Boca Raton. Periods of absence during probation will extend the probationary period by the amount of the absence except for the use of funeral leave and compensatory time. All such new employees in a probationary status shall be eligible for membership in the FOP.

SECTION 2: Probationary employees shall enjoy the economic benefits herein and shall have access to the grievance procedure in disputes involving pay, monetary fringe benefits, and working conditions guaranteed by this Agreement. This contract shall not be deemed to provide rights of job protection to probationary employees.

SECTION 3: All Police Officer Candidates and employees hired on or after October 1, 1990, shall be subject to the conditions of the Boca Raton Police Department's employment agreement as set forth in Appendix "A".



## ARTICLE 13

### SENIORITY

SECTION 1: Seniority shall consist of continuous accumulated paid service, by rank, with the Department. Seniority shall be computed from the date of appointment to present rank. Seniority shall accumulate during absence because of illness, injury, vacation, military leave, or other authorized paid leave. If two or more employees obtain seniority on the same date, by rank, seniority standing by classification shall be determined by ranking on the certified promotional list, if applicable, or by the date of employment with the Police Services Department. If dates of employment are the same, then date of application for employment shall be used.

SECTION 2: Seniority shall govern vacation scheduling. Once annual leave is approved, it may not be cancelled without the authorization of the employee involved, unless there is an operational necessity. Seniority shall also be considered by management (but not necessarily controlling) when making assignments to particular schedules, shifts, and/or days off from among equally qualified persons of the same rank. Management retains the right, however, to determine work schedules, shift times, and days off, and its exercise of this right to assign personnel shall not be subject to the grievance procedure. Seniority as applied in Section 2 of this Article and in Article 14 shall mean the amount of time in the employee's present rank.

SECTION 3: Any employee who has attained permanent status may apply for reassignment within the Department. Such requests shall be in writing and shall indicate the specific assignment to which the employee would like to be moved, and his qualifications for the assignment.

The Department shall maintain such requests on file for a period of ninety (90) days. At the expiration of the ninety (90) day period, the employee may update the request. If a vacancy other than a promotional vacancy is to be filled, requests for reassignment shall be given due consideration before an involuntary assignment is considered or the position is filled by a new employee. Nothing herein shall be construed to prevent the Department from assigning or transferring employees involuntarily according to the needs of the department. The department shall make a good faith effort to post notification of vacancies at least seven (7) workdays prior to filling the position.

SECTION 4: In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has advanced to his

present classification from a lower classification in which he held a permanent appointment, shall be entitled to exercise displacement rights to that lower classification. Seniority in the lower classification shall be established according to the date of the employee's permanent appointment to that classification. Employees shall be reinstated according to seniority in the classification from which the employee was laid off, if otherwise qualified. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within twenty-one (21) days from the date of receiving notice of recall, he shall be considered to have resigned. The employee's service in the higher classification shall be deemed as time accrued in the lower classification.

SECTION 5: A transfer selection board shall be utilized for all non-supervisory assignments to the positions of investigator in the Investigative Services Bureau, traffic officer, marine officer, tactical officer, K-9 officer, community policing officer and crime prevention officer. All candidates for these positions must have at least two (2) years as a sworn police officer with the City of Boca Raton prior to the posting of the announcement and will have achieved an "Exceeds Expectations" or higher overall rating on their last performance evaluation. The board shall be comprised of three employees from the bureau in which the vacancy exists.

With the exception of the team commander positions and Field Training Program Coordinator(s), a transfer selection board shall also be utilized for all officers assigned to the Explosive Ordnance Disposal Team, Field Training Program, Special Weapons and Tactics Team, Underwater Search and Recovery Team, and Crisis Negotiation Team and any other specialty teams created during the term of this agreement. All candidates for these positions must have completed probation as a sworn police officer with the City of Boca Raton prior to the posting of the announcement and shall also have achieved an "Exceeds Expectations" or higher overall rating on their last performance evaluation. The board shall be comprised of three (3) members of the team at the discretion of the team's Commander/Coordinator. Officers shall only apply for Field Training Program vacancies in the bureau to which they are assigned.

The transfer selection board process shall consist of an oral interview and a review of each candidate's personnel file. Any selection criteria beyond the oral interview content shall be included in the Department's written directives. The City shall not change the selection criteria contained in the written directives within 60 days of the posting of the position announcement.

Vacancies shall be filled by selection from among those four (4) employees who achieve the highest score in the process. Any employee who has a higher score in the process than the person selected shall be notified in a counseling session with the Chief of Police or his/her designee as to the reasons why the employee was not selected. The list for transfer shall remain in effect for a period of ninety (90) calendar days from the date of posting. The results of the transfer selection board process shall be posted within 14 days of the completion of the transfer selection board interviews. The City reserves the right to assign employees to vacancies only if there are no qualified employees to fill the posted vacancies.

ARTICLE 14  
PROMOTION

SECTION 1: Promotional Process for Sergeant

(A) To be eligible to test for the rank of Sergeant, the candidate must be a BRPSD Officer for a minimum of five (5) consecutive years, or a sworn Police Officer in the State of Florida for five (5) consecutive years with three (3) of those years as a BRPSD Officer.

(B) The City will announce promotional processes for Sergeant at least forty-five (45) days in advance. The announcement will include the areas that the examination will cover. The City shall provide all materials to each employee taking the Sergeant examination.

(C) All promotions to the rank of Sergeant shall be made as a result of a competitive process utilizing a written exam prepared by an outside consultant and a panel interview.

(1) The panel for the interview shall consist of one Lieutenant selected by the Chief of Police, one Sergeant selected by the FOP, and one Sergeant selected by the other two panel members.

(2) Eligibility for participating in the Panel Interview component of the promotional process shall be conditioned on passing the written examination with a minimum score of 70%, carried to the fifth decimal point. The Panel Interview score must be 70% or greater to continue in the promotional process.

(D) A representative from the Union shall be permitted to observe the written examination and panel interviews.

E) Candidates will receive one-half ( $\frac{1}{2}$ ) point for each year of continuous service after the first five (5) years of continuous service as a BRPSD law enforcement officer up to a maximum of 2.5 points. An authorized leave of absence shall not be considered an interruption of continuous service for purposes of this Article.

(F) College points will be applied only if the employee has completed and received his/her degree and such degree is from a college listed in the U.S. Department of Education database of accredited postsecondary institutions and programs.

(1) College points will be applied in the following manner:

- (i) Two (2) points for a Bachelor's degree  
or
- (ii) Three (3) points for a Master's degree or higher.

(2) No more than three (3) college points may be applied.

(G) The promotional score shall be tabulated in the following manner.

a) Written examination	50%
b) Panel Interview	50%
c) Seniority points	As set forth in subparagraph (E).
d) College points	As set forth in subparagraph (F)

(H) After the completion of the entire promotional process, a final list shall be certified by the Director of Human Resources and immediately forwarded to the Chief of Police and the Union. The promotional list shall be valid for one (1) year from the date of certification.

(I) For each promotion to the rank of Sergeant, the Chief of Police shall select any one (1) of the top five (5) qualified candidates on the final list at any time there is a vacancy.

(J) Each promoted employee shall serve a one (1) year probationary period from the effective date of the promotion. For employees absent from work over 168 hours, the Chief of Police may extend the probationary period for the period of the absence(s) up to one (1) additional year to further evaluate an employee's performance.

## SECTION 2: Promotional Process for Lieutenant

- (A) To be eligible to test for the rank of Lieutenant, the candidate must have been a BRPSD Sergeant for two (2) consecutive years.
- (B) The City will announce the promotional processes for Lieutenant at least forty-five (45) days in advance. The announcement will include the areas that the examination will cover. The City shall provide all materials to each employee taking the Lieutenant examination.
- (C) All promotions to the rank of Lieutenant shall be made as a result of a competitive process utilizing a written examination prepared by an outside consultant and a panel interview.
  - (1) The panel for the Lieutenant interviews shall consist of one Captain selected by the Chief of Police, one Captain selected by the FOP, and one Captain selected by the other two panel members.
  - (2) Eligibility for participating in the Panel Interview component of the promotional process shall be conditioned on passing the written examination with a minimum score of 70%, carried to the fifth decimal point. The Panel Interview score must be 70% or greater to continue in the promotional process.
- (D) A representative from the Union shall be permitted to observe the written examination and panel interviews.
- (E) Candidates will receive one-half (½) point for each year of continuous service after two (2) years of continuous service as a BRPSD Sergeant up to a maximum of 2.5 points. An authorized leave of absence shall not be considered an interruption of continuous service for purposes of this Article.
- (F) College points will be applied only if the employee has completed and received his/her degree and such degree is from a college listed in the U.S. Department of Education database of accredited postsecondary institutions and programs.
  - (3) College points will be applied in the following manner:
    - (i) Two (2) points for a Bachelor's degree

or

(ii) Three (3) points for a Master's degree or higher.

(4) No more than three (3) college points may be applied.

(G) The promotional score shall be tabulated in the following manner.

a) Written examination	50%
b) Panel Interview	50%
c) Seniority points	As set forth in subparagraph (E).
d) College points	As set forth in subparagraph (F)

(H) After the completion of the entire promotional process, a final list shall be certified by the Director of Human Resources of all candidates who passed the written examination and Panel Interview. The final list shall be immediately forwarded to the Chief of Police and the Union. The promotional list shall be valid for one (1) year from the date of certification.

(I) Each promotion to the rank of Lieutenant may be made by the Chief of Police from the list of qualified candidates.

(J) Each promoted employee shall serve a one (1) year probationary period from the effective date of the promotion. For employees absent from work over 168 hours, the Chief of Police may extend the probationary period for the period of the absence(s) up to one (1) additional year to further evaluate an employee's performance.

SECTION 3: Upon promotion to the rank of Sergeant or Lieutenant, an employee shall be moved to step one (1) for the newly promoted rank.



ARTICLE 15  
PERFORMANCE EVALUATIONS

SECTION 1: Employees shall be evaluated at least once a year using the current online evaluation system.

SECTION 2: Whenever possible, evaluations shall be made by the supervisor under whom the employee worked during the majority of the rating period. If an employee was assigned to more than one supervisor during a rating period, then the evaluation should be a collaborative process of all supervisors to whom the employee was assigned for at least 90 days in proportion to the amount of time assigned to each supervisor.

SECTION 3: Performance evaluations may be grieved, but not arbitrated either under the grievance procedure in this Agreement or under the grievance procedure provided in the Personnel Rules and Regulations of the City, but not both. Performance evaluations may only be challenged if:

- A. The overall rating is requires improvement; and
- B. The evaluation does not cover a period of time during which the employee was on probationary status.

SECTION 4: Before any modification to the Performance Evaluation System currently in place is made, a joint committee will develop recommendations for changes, if deemed appropriate, for review and approval by the Chief of Police. The decision of the City on any changes in the Performance Evaluation System is final.

## ARTICLE 16 GRIEVANCE PROCEDURE

SECTION 1: The following is the sole and exclusive method for the resolution of grievances, which are defined as disputes involving interpretation or application of the Agreement, and disputes involving disciplinary actions, except verbal supervisory coaching, and memoranda of counseling.

SECTION 2: Every effort shall be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit shall be advanced to the next step, provided such intent is communicated in writing to the appropriate management representative no later than ten (10) calendar days after the expiration of the time limit. Time limits provided herein may be extended if mutually agreed upon by management and the FOP representative. For the purpose of this article, the calculation of time periods shall begin on the day following the event giving rise to the grievance or on the day following the date when the grievant/FOP knew or should have known of the existence of the grievance. In the case of disciplinary actions, the time for processing the grievance shall begin to run on the day following the effective date of the disciplinary action, as set forth in the notice of disciplinary action.

SECTION 3: In the event the FOP refuses to initiate an employee's grievance at Step 1, the employee may advance his/her own grievance, and in that process, may utilize these procedures up to and including arbitration included in Article 17. The grievance shall be presented in the following manner:

STEP 1. The FOP, through any member of the Executive Board only, shall first present the grievance in writing to the employee's supervising Division Commander, within ten (10) calendar days of the date of occurrence of the event(s), which gave rise to the grievance. The grievance shall be hand delivered to the Division Commander. The supervising Division Commander shall respond in writing within ten (10) calendar days of the date of receipt of the written grievance. In the event the grievance does not include all of the information required below, the supervising Division Commander may request supplementation of the grievance, in which case the Division Commander's response to the grievance shall be due ten (10) days after the date on which the written revised grievance is received.

- (1) A statement of the grievance, including date of occurrence, and details and facts upon which the grievance is based.
- (2) The Article and section of the Labor Agreement alleged to have been violated.
- (3) The action, remedy, or solution requested.
- (4) The signature of the FOP.

STEP 2. Any grievance which cannot satisfactorily be settled with the Division Commander shall next be presented to the Chief of Police or the Chief's designee. The grievance as specified in writing in Step 1 shall be presented by the FOP to the Chief or the Chief's designee within ten (10) calendar days after the date of the response of the Division Commander. The Chief of Police or designee shall within ten (10) calendar days render a decision in writing.

STEP 3. In the event the FOP is not satisfied with the disposition of the grievance by the Chief of Police, The FOP shall have the right to appeal the decision to the City Manager within ten (10) calendar days of the date of the issuance of the Chief's decision. Such appeal must be accompanied by the filing of a copy of the original grievance, together with a letter signed by the FOP requesting that the Chief's decision be reversed. The City Manager shall within ten (10) days of the date of the appeal render a decision in writing.

STEP 4. If a grievance arises from the action of an official higher than the Step 1 management representative, the grievance may be initiated at Step 2, or 3, as appropriate, by the FOP submitting the grievance in writing within the time limits established for Step 1. The grievance shall be signed by the FOP.

## ARTICLE 17 ARBITRATION

SECTION 1: In the event a grievance processed through the grievance procedure as provided for in this Agreement has not been resolved, the FOP may refer the grievance to arbitration by notifying the City Manager in writing. With respect to discipline, only suspensions, involuntary demotions (excluding promoted employees during their probationary period, since such demotion is not grievable) or discharge of employment may be referred to arbitration. On all other disciplinary matters, the decision of the City Manager is final. Notification for Arbitration shall be made in writing within fifteen (15) calendar days after the date the City Manager renders a decision on the grievance, as specified in Step 4 of Article 16, Grievance Procedure. Nothing herein shall prohibit the extension of time mutually agreed to by the parties.

SECTION 2: Within fifteen (15) calendar days from the date of receipt of arbitration request, if the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be asked to submit a list of seven (7) names and resumes of arbitrators. Either party may reject one list. From the lists so submitted, the parties shall alternately strike names from the list, the first strike to be decided by a toss of a coin. When the name of one person remains, said person will serve as arbitrator. Within ten (10) days of receipt of the names and resumes, the parties shall meet to select an arbitrator as described above. All arbitration hearings, unless mutually agreed otherwise, shall be held in Boca Raton, Florida.

SECTION 3: The arbitrator shall limit his or her decisions strictly to the application and interpretation of the specific provisions of this Agreement and shall be without authority to make any decisions which are contrary to, or inconsistent with, adding to, or subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law, ordinance, rule, or regulation having force and effect of law. The arbitrator shall not have the authority to consider any matters not defined as a grievance in this Agreement nor any grievance which has not been processed in accordance with the provisions of this Agreement, provided that the arbitrator shall have within his or her authority the determination as to whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. If the arbitrator determines that the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed.

SECTION 4: The arbitrator's award shall be made within thirty (30) calendar days after the conclusion of the arbitration hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension. The award shall be in writing and signed by the arbitrator, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the termination of the issues submitted. The arbitrator shall deliver a copy to each party personally or by mail, unless the parties mutually agree otherwise. The arbitrator's award shall be final and binding on both parties.

SECTION 5: Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The arbitrator's fee and any other expenses, if any, shall be equally divided between the parties. Any party desiring the transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share said cost.

ARTICLE 18  
LEAVE OF ABSENCE

SECTION 1: One leave of absence without pay for a period not to exceed six (6) months may be granted, at the sole and exclusive discretion of the City Manager, to an employee in any fiscal year.

SECTION 2: An employee who is a member of a military reserve unit and who must attend annual field training sessions is entitled to leave of absence with pay not to exceed thirty (30) days each calendar year. Presentation of military orders should be made to the Department by the employee as far in advance of the military leave period as possible.

SECTION 3: An employee who is on duly authorized paid leave of absence will continue to maintain all benefits including seniority, longevity, and insurance benefits.

SECTION 4: Disabilities Not Compensable Under Workers' Compensation Law. Full-time, permanent employees in the classified service who are totally disabled from performing their duties as a result of a non-work related disability, which for female employees shall include pregnancy, may utilize their accrued leave and/or request a leave of absence without pay for the period of their disability, but such leave shall not exceed six (6) months. Such leaves shall be requested in accordance with this Article and Personnel Policy & Procedure Memorandum II-7.

SECTION 5: Upon request, the City will assign a pregnant female employee to a light duty status during the term of her pregnancy, provided her physician certifies that she is capable of performing such duties.

ARTICLE 19  
ANNUAL LEAVE

SECTION 1: Employees shall accrue annual leave for any month in which the employee was in a paid status for at least three-quarters (3/4) of the employee's assigned schedule. The amount of leave to be credited shall be in accordance with the following schedule:

0 through 5 full years	8 hours per month
More than 5, but less than 10 full years	10 hours per month
More than 10, but less than 15 full years	12 hours per month
15 full years and over	14 hours per month

SECTION 2: Paid annual leave may not be taken during the initial twelve (12) months probationary period.

SECTION 3: Employees may accrue annual leave to a maximum of 360 hours.

SECTION 4: Upon separation from City employment, employees shall be entitled to full compensation for any earned but unused annual leave. The provisions of this Section do not apply to probationary employees.



ARTICLE 20  
SICK LEAVE

SECTION 1: The City has a right to expect regular and dependable attendance from its employees. Sick leave is provided by the City as a form of economic security, and is not to be considered a right, which an employee may use for purposes other than bona fide personal illness, injury, legal quarantine, or sickness or injury within the immediate family. Employees claiming sick leave except for the reasons stated above, or claiming sick leave to the extent that the amount of absence becomes an abuse of the sick leave benefit shall be subject to disciplinary action.

SECTION 2: Sick leave shall be granted upon approval of the Chief of Police or designee to any full-time employee contracting any illness or disability which renders such employee unable to perform the duties required by the City or as provided in Section 5 of this Article.

SECTION 3: Employees shall notify the Chief of Police or designee of illness or disability, which occurs prior to the scheduled starting work time in accordance with department policy. The expected period of absence must be stated. When illness or disability occurs during work hours, the employee shall notify the Chief of Police or designee as soon as possible.

SECTION 4(A): Full-time employees shall accrue eight (8) hours sick leave per calendar month from the date of employment, provided that only those months during which the employee has been in a paid status three-quarters (3/4) or more of his/her regular workdays shall be counted. Sick leave shall be charged by the actual hours used, but in no case shall less than one quarter hour will be charged.

4(B): On an annual basis employees with over 960 sick leave hours as of October 1, shall receive a cash payout at a percentage of the employee's current hourly rate based upon the number of sick leave hours the employee used in the preceding fiscal year according to the following schedule below:

Employees at maximum of sick leave accrual.

Sick Leave Hours Used in the Preceding Fiscal Year	Sick Leave Payout Rate of Accrued Hours Over 960
0 – 12	75%
13 – 24	70%
25 – 36	65%
37 – 48	60%
49 – 60	55%
61 – 72	50%
73 – 84	45%
85 – 96	40%
97 – 108	35%
109 – 120	30%
> 120	25%

No employee shall receive this benefit and also be credited additional annual leave hours pursuant to SECTION 4C below, but the employee may choose to receive one or the other benefit. Family Medical Leave Act (FMLA) time shall not be counted as sick leave hours for the purposes of this provision.

4(C): Employees who have not reached the maximum sick leave accrual pursuant to Section 4(A) above, who are not separating from employment pursuant to SECTION 7 shall be credited additional annual leave hours in October of each year based upon sick leave hours the employee used in the preceding fiscal year based upon the following schedule:

Sick Leave Hours Used During the Preceding Fiscal Year	Additional Annual Leave Hours Granted for the Non-use of Sick Leave per Year
0 hours of sick leave used	8; 10; 12 (Depending upon assigned schedule) hours of additional annual leave credited to the employee's annual leave accrual
One (1) hour to twelve (12) hours of sick leave used	4; 5; 6 (Depending upon assigned schedule hours of additional annual leave credited to the employee 's annual leave accrual
Thirteen (13) hours to twenty-four (24) hours of sick leave used.	2.5; 3.5; 4.0 (Depending upon assigned schedule) hours of additional annual leave credited to the employee 's annual leave accrual.
More than twenty-four (24) hours of sick leave used	0 hours of additional annual leave credited to the employee 's annual leave accrual

The use of accumulated additional annual leave shall be requested and may be approved in accordance with the procedures in Article 19, Annual Leave. The employee shall not have the option to receive this benefit and also receive a payment for unused sick leave above the maximum accumulation of 960 hours.

SECTION 5: Forty (40) hours of sick leave time as provided for in this Article, may be requested per contract year for serious illness or injury in the employee's immediate family, which requires the personal care and attention of the employee, and is not qualified leave under the FMLA. For the purposes of this provision, immediate family will consist of the employee's husband or wife, or dependent children, or parents, or the employee's domestic partner (as defined in the City's Personnel Rules and Regulations) or his or her dependent children. Upon request of the Chief of Police, the employee shall be required to furnish such certification from the attending physician.

SECTION 6: No sick leave shall be allowed when an employee fails to present medical documentation of the illness or disability when such is requested by the Chief of Police after four (4) consecutive shifts of sick leave usage or for any illness regardless of the sick days used which reoccurs three times during a fiscal year. The legitimate use of sick leave for those employees injured in the line of duty shall not be cause to lower the rating in an employee's evaluation under the category of Attendance and Punctuality, unless the injury is caused by the employee's negligence.

SECTION 7: Upon an employee's permanent separation from the City, or upon death, the employee or the employee's beneficiary shall receive a payment for accumulated sick leave at a percentage of the employee's current hourly rate based upon the average per year of hours of sick leave used in the preceding twenty-four (24) month of employment before the date of permanent separation from employment according to the following schedule.

Annual Average of Sick Leave Hours Used in the Preceding Twenty-Four Months Prior to Date of Separation	Sick Leave Payout Rate
0 – 12	75.00%
13 – 24	70.00%
25 – 36	65.00%
37 – 48	60.00%
49 – 60	55.00%
61 – 72	50.00%
73 – 84	45.00%
85 – 96	40.00%
97 – 108	35.00%
109 – 120	30.00%
> 120	25.00%

## ARTICLE 21

### FUNERAL LEAVE

SECTION 1: In the event of the death of the mother, father, stepmother, stepfather, brother, sister, husband, wife, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, of an employee, step-child, step-sibling, or domestic partner of an employee (as defined in the City's Personnel Rules and Regulations) or of a domestic partner's child(ren), parents, siblings or grandparents, such employee shall be entitled to funeral leave for the purpose of arranging for, and attending, said relative's funeral for a period of time not to exceed three (3) work days for any one death.

SECTION 2: If it is necessary for the employee to leave the state in connection with a death as described and for the purposes set forth in Section 1 of this Article, up to five (5) workdays may be allowed, if necessary.

SECTION 3: An employee on funeral leave provided in this Article shall be paid for such hours, which the employee would normally be scheduled to work.

SECTION 4: The City reserves the right to require documentation supporting compliance with the provisions of this Article after the employee returns to work.

SECTION 5: The provisions of this Section shall not apply to employees who fail to contact the employer prior to taking such leave or as soon as possible thereafter.

## ARTICLE 22 DISABILITY LEAVE

SECTION 1: An employee who is disabled because of an injury arising out of and in the course and scope of employment with the City determined to be compensable under the provisions of the Worker's Compensation Law to an extent that he cannot perform any work, shall be entitled to disability leave at the employee's regular rate of pay as provided in this Article except where applicable State law provides a greater benefit. When in a disability leave status, an employee who is granted Worker's Compensation, Social Security, or other benefits will be paid the difference between those benefits and the employee's regular rate of pay for the hours the employee would otherwise have been regularly scheduled to work.

SECTION 2: When a City authorized physician and/or psychologist in consultation with the employee's physician and/or psychologist determines that the employee is medically or psychologically fit to return to work, the employee shall return to work or lose the benefits of this Article.

SECTION 3: An employee temporarily assigned to other work shall be paid at the employee's regular rate of pay and it is understood that an assignment to other work shall be considered as a temporary reassignment and shall not be considered a reclassification.

SECTION 4: No pay under this Article shall be allowed where the disability is feigned in the opinion of the City Physician and/or psychologist in consultation with the employee's principal treating physician and/or psychologist; where the disability is intentionally self-inflicted; or where the disability continues as a result of the employee's failure to fully cooperate with medical advice or corrective therapy; or where drugs/alcohol are present at the time of injury.

SECTION 5: Employees who receive retroactive or lump sum Worker's Compensation, Social Security, pension benefits, or other benefits for the period in which the employee receives pay under this Article shall reimburse the City for pay which would otherwise have been deducted in calculating payments under this Article or shall have such amounts deducted from future payments.

SECTION 6: The City will provide guidance as to the procedures to be followed in seeking pension benefits, upon request.

SECTION 7: Employees receiving benefits under this Article who are not performing work shall not accrue sick and annual leave or holiday benefits. When an employee has been on disability leave and/or in a light duty status with pay in excess of seven (7) calendar days of his annual rating period, his performance evaluation shall be based on those days in which he was in a work status. Light duty is considered a work status; therefore, seniority, performance evaluations, and step increases shall not be affected by light duty status resulting from a service-related disability.

SECTION 8: Subject to the provisions of this Article, employees are eligible for disability leave benefits within the period commencing on the day following 30 consecutive calendar days after date of the occurrence which gave rise to the original injury or following 30 consecutive calendar days after said injury first became disabling to the point where the employee could no longer perform within the employee's classification and ending 365 calendar days thereafter. Provided, however, that if prior to the expiration of this eligibility entitlement, the Pension Board rules on the employee's pension application, as submitted by the employee or the City Manager, the entitlement to disability leave shall terminate except when an appeal through the Pension Board's formal hearing is requested, if it is filed and pursued in a timely manner. The City will do its best, subject to the availability of light duty or special projects, as recommended by the Chief of Police and approved by the City Manager, to keep an employee in paid status until the first formal hearing before the Pension Board.

Upon the expiration of the employee's disability leave entitlement, as defined in this Section, the City Manager shall permanently reassign the employee to another classification in or out of the bargaining unit which the employee is fully qualified to perform; or if no such vacancy exists as of the date the disability leave entitlement expires, there shall exist just cause to terminate the employee. Similarly, refusal to accept a reassignment to another classification shall constitute just cause for termination.

SECTION 9: Nothing in this Article shall prevent the City from rehiring or reassigning an employee who was previously permanently reassigned or terminated under Section 8 above, provided:

- (A) The employee is, in the opinion of a City authorized physician and/or psychologist, in consultation with the employee's principal treating physician and/or psychologist, permanently recovered to the extent that he can perform in full the duties of a certified Police Officer, and;



- (B) The employee is otherwise fully qualified for the vacant position, including, without limitation, certification from the State of Florida as a certified Police Officer.

Should an employee be rehired or reassigned to a vacant position within the bargaining unit:

- (A) The employee shall retain his current or last rate of pay, whichever is higher, provided it does not exceed the maximum pay of the classification to which the employee is rehired or reassigned;
- (B) The employee's seniority within the Police Services Department shall be determined as if the employee was on a leave of absence.

SECTION 10: In the event of an off-duty injury that incapacitates an employee, rendering them unable to fulfill their duties, the Chief of Police may assign them light duty, if available, during such period of non-duty related disability. The Chief of Police shall determine the duration of such assignment.

SECTION 11: With respect to any disagreement regarding medical determinations made in Sections 2, 4 and 9(A) of this Article, the City's authorized physician and/or psychologist and the employee's principal treating physician and/or psychologist shall select a third qualified, licensed and neutral physician and/or psychologist to conduct an examination of the employee. The medical determination made by the neutral physician and/or psychologist shall be final and binding on all parties. All costs incurred emanating from the examination by the neutral physician and/or psychologist shall be divided and paid one half by the City and one half by the employee.

ARTICLE 23  
HOLIDAYS

SECTION 1: All employees covered by this Agreement shall be paid for twelve (12) holidays, as herein designated

SECTION 2: The following holidays shall be observed:

New Year's Day	January 1
Martin Luther King's Birthday	The third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Columbus Day	The second Monday in October
Veterans Day	November 11
Thanksgiving Day	The fourth Thursday in November
Christmas Day	December 25
Two Floating Holidays	Equal to two (2) shifts, depending upon the employees current shift assignment (i.e. an employee assigned to 12 hour shift would receive 24 hours of floating holiday time, while another employee assigned to an 8 hour shift will receive 16 hours of floating holiday time, etc.)

Whenever New Year's Day, Independence Day, Christmas Day, or Veterans Day falls on a Saturday, the Friday immediately preceding shall be observed. Whenever these specific holidays fall on a Sunday, the Monday immediately following shall be observed.

SECTION 3: For each observed holiday, an employee shall be entitled to eight (8) hours pay at an employee's regular rate of pay, provided that said employee is on authorized leave or works the scheduled work day before and after the holiday, provided that employees shall not receive holiday pay under this Section and pay for leave. In lieu of holiday pay on a holiday where an employee actually works, the employee may accrue such time as annual leave, subject to the maximum accrual rate for annual leave set forth in Article 19.

SECTION 4: An employee required to work an observed holiday shall be compensated at the employee's regular rate of pay for the hours actually worked. Employees covered by this Agreement will not be directed, on an individual basis, to take a holiday off on their normal workday unless the employee requests time off and the employee's request is approved by the department. Nothing in this Section shall be construed to limit the Department to suspend certain operations, sections, or units on the day observed as the holiday.

SECTION 5: Employees who wish to have holiday pay deducted from their paycheck and deposited in the Credit Union may do so by completing a form supplied by the employer for that purpose.

## ARTICLE 24 EQUIPMENT AND MAINTENANCE

SECTION 1: Each newly hired sworn Officer shall be issued the following equipment for use during the time of his employment with the City: six (6) shirts, four (4) pants, one (1) hat, one (1) winter jacket, one (1) windbreaker jacket, one (1) hat badge, one (1) whistle, embroidered name tags, one (1) uniform badge, EMDD Device, chemical agent and accessories to include handcuffs and case, one (1) service weapon, cartridge case and shells, holster, reflectorized raincoat, web gear and impact weapon. Newly hired sworn officers shall be issued either a National Institute of Justice Standard 0101.06 threat level II or IIIA ballistic vest based upon their preference. All sworn officers shall have the choice of a National Institute of Justice Standard 0101.06 threat level II or IIIA vest when their vest is scheduled to be replaced as a part of the normal replacement or when in disrepair at no cost to the employee. The City shall also replace a vest that no longer fits an employee once during their career at no cost to the employee.

All employees are required to wear their Ballistic vest while in any issued uniform. The Chief of Police has the right to deviate from said policy (i.e. Marine Unit, Training, etc.). All issued equipment, including that listed above, which is damaged, lost, or stolen through negligence, will be replaced at the employee's expense. This provision shall not apply to motor vehicles. The Chief of Police may substitute the assigned equipment at his/her sole discretion.

SECTION 2: All employees will be authorized an annual payment for uniform and non-uniform maintenance in the amount of \$1,300. The payment shall be made in twenty-six equal installments and shall not be included in the definition of pensionable wages. Employees assigned as an investigator in the Investigative Bureau or to the Professional Standards Bureau shall receive an additional \$1,000 per year, paid and prorated as described above. The shoe allowance is included in this payment.

SECTION 3: To maintain the standards required by the Department for appearance, each uniformed employee will receive replacements of Department issued equipment as needed.

SECTION 4: The provisions of the City Take-Home Vehicle Program shall be as follows:

- All bargaining unit members who completed the Field Training Program and who live within Palm Beach or Broward County shall receive a take-home vehicle.

- Those bargaining unit members who live within the City limits shall be provided vehicles at no cost to the employee.
- Those bargaining unit members who are provided vehicles and who live outside the City limits shall pay \$20 month.

With the exception of the provisions of this Article the City may amend, from time to time, other provisions of the Take-Home Vehicle Program.

SECTION 5: The Chief of Police may suspend or terminate any employee's take-home vehicle privileges, including without limitation for a violation of Boca Raton Police Department Directive 41.237 LAW ENFORCEMENT OFFICERS TAKE HOME VEHICLE PROGRAM. The Union may file a grievance to such discipline as provided in Article 16 of this Agreement but may not arbitrate a suspension or termination of the take-home vehicle privilege.

SECTION 6: All employees assigned a take-home vehicle shall take whatever steps necessary to include in their personal automobile insurance policy liability coverage for bodily injury and property damage occurring while driving a City owned vehicle, sometimes referred to as "Extended Non-Owned Coverage," in an amount not less than \$100,000 per person and \$300,000 per occurrence (\$100,000/\$300,000).

SECTION 7: Employees assigned a take-home vehicle as of the effective date of this Agreement shall submit evidence of the required coverage identified in Section 6 above within thirty (30) days of the effective date of this Agreement or forfeit the take-home vehicle and, thereafter, shall submit evidence annually or upon renewal of the insurance policy or forfeit the vehicle. All other employees shall submit evidence of the required coverage identified in Section 6 above prior to delivery or assignment of a take-home vehicle and thereafter shall submit such evidence annually or upon renewal of the insurance policy or forfeit the vehicle.

SECTION 8: The rules and regulations, including assignment criteria, rules regarding personal use, and removal of take-home vehicle privileges, shall be at the discretion of the Police Chief pursuant to Police Department Directive 41.237.

ARTICLE 25  
TUITION REIMBURSEMENT

SECTION 1: The plan shall be applicable to any full-time employee of the City who has been employed by the City for a minimum of twelve (12) months prior to the date on which the employee makes the request for participation.

SECTION 2: This plan is applicable only to educational programs offered by post-secondary, accredited institutions.

SECTION 3: The employee must meet the entrance requirements of the educational institution offering the chosen program. The employee must have the approval of the City Manager or designee prior to enrollment in the program.

SECTION 4: The program and or course must be related to the needs of the City in that it has the potential to improve the performance level of the employee in the employee's present assignment or develops an employee's ability and knowledge to meet the need of future assignments within the City.

SECTION 5: Subject to the availability of funds in the employee's Department, upon completion of a course in an approved program, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade "C".....	50% Reimbursement
Course Grade "B" or "Pass".....	75% Reimbursement
Course Grade "A".....	100% Reimbursement

SECTION 6: Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic University for a Bachelor's degree program or Palm Beach State College for an Associate's degree program.

SECTION 7: If an employee voluntarily terminates employment within one (1) year of receiving a tuition refund, the employee shall reimburse the City for the amount received in the most recent refund by deduction from any final pay to which the employee would otherwise be entitled, or by such other means as may be necessary to recover the sum.

SECTION 8: During the term of this Agreement, an employee who has or acquires a baccalaureate degree from a college listed in the U.S. Department of Education database of accredited postsecondary institutions and programs shall receive a professional development bonus of \$150.00 annually. The bonus shall be payable upon verification of the educational attainment by the Chief of Police. The benefit shall be paid in the first payroll period in December.



ARTICLE 26  
MEDICAL INSURANCE

SECTION 1: The City will pay in full the single coverage premium for a basic medical, surgical, hospitalization, dental and vision care, and major medical insurance for all full-time probationary or permanent employees and any additional increases in the premium during the term of this Agreement for such coverage. The City reserves the right to select the carrier and to determine the level of benefits.

SECTION 2: The City shall maintain a plan for the payment of premium costs with pre-tax dollars under Section 125 of the Internal Revenue Service Code.

SECTION 3: Employees requesting dependent coverage will pay the employee contribution cost of such coverage and any additional increases in premiums during the term of this Agreement.

SECTION 4: Employees selecting single coverage under plan options other than the basic medical referred to in Section 1 above, will pay the additional cost of the employee contribution for such coverage and any additional increase in premiums during the term of this Agreement.

ARTICLE 27  
DEATH BENEFITS

SECTION 1: The City shall maintain Special Hazard Insurance for employees covered by this Agreement in the amount of \$25,000 per employee or in the amount established by Section 112.19, Florida Statutes, whichever coverage amount is greater.

SECTION 2: The City will support efforts to secure full benefits from the State Workers' Compensation, Social Security, and City Pension Plan, both administratively and legally, for the surviving family members of any employee killed in the line of duty.

ARTICLE 28  
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

SECTION 1: With the exception of Lieutenants, employees performing temporary work in a higher classification for an entire shift or more shall receive an eight percent (8%) supplement added to their base wage rate or the minimum of the higher classification, whichever is greater, for all hours worked in the higher classification, retroactive to the first day of the temporary assignment. Such supplement shall be paid in the appropriate payroll period.

ARTICLE 29  
LONGEVITY

SECTION 1: On December 1<sup>st</sup> of each year, employees with continuous uninterrupted service shall receive a longevity benefit on the following basis:

More than 10 full years, but less.....\$1,500  
than 15 full years

15 full years and over.....\$2,000

ARTICLE 30  
WORK WEEK AND OVERTIME

SECTION 1: Employees who are assigned to an eight (8) hour duty schedule will work ten (10) eight hour shifts in a fourteen (14) day work period, which shall constitute a normal work cycle. Employees who are assigned to a ten (10) hour duty schedule will work eight (8) ten hour shifts in a fourteen (14) day work period, which shall constitute a normal work cycle. Employees who are assigned to a twelve (12) hour duty schedule will work seven (7) twelve hour shifts in a fourteen (14) day work period, which shall constitute a normal work cycle. Employees on an eight (8) hour duty schedule or a ten (10) hour duty schedule who work in excess of eighty (80) hours in a fourteen (14) day work period will be paid overtime for all hours worked in excess of eighty (80) hours. Employees on a twelve (12) hour duty schedule who work in excess of eighty-four (84) hours in a fourteen (14) day work period will be paid overtime for all hours worked in excess of eighty-four (84) hours.

SECTION 2: SECTION 2: Employees with 18 or more years of continuous service with the City as a sworn employee and sworn employees employed prior to October 1, 2007, with 18 or more years of continuous service with the City, shall have the option to work one additional eight (8) hour shift per month to be determined by management, not to exceed ninety-six (96) hours in a twelve (12) month period and shall be paid at time and one half (1 1/2) his/her current base rate of pay for all hours worked. The assignment to be worked will be determined by management. Employees who have entered the Deferred Retirement Option Program (DROP) are not eligible for this shift in this section.

SECTION 3: For all overtime, scheduled and unscheduled, the employee assigned must be within one rank of the vacancy causing the overtime. For example, a Lieutenant may work an overtime shift for a Sergeant and a Sergeant may work an overtime shift for an Officer, but a Lieutenant shall not be permitted to work an overtime shift for an Officer without the express permission of the Chief of Police. Lieutenants may also work the Bicycle Unit Details, Wave Runner Details, ATV Details, Events (Concerts, Parades, Shows, Etc.) and Traffic Task Force but only if assigned by management. Details posted at the monthly detail selection meetings shall be available to Lieutenants at their regular overtime rate of pay. For compensation purposes, hours worked includes hours actually worked plus authorized leave. For the purpose of this Agreement, authorized leave shall include sick leave, annual leave, authorized paid leave, educational leave, holidays, and compensation leave.

SECTION 4: Overtime for work performed after the employee's tour of duty will only be paid after the employee has worked over fifteen (15) minutes.

SECTION 5: Notice of any change in employee's regular hours of work will normally be given when the employee is on an assigned work shift or within twenty-four (24) hours prior to the next scheduled duty shift, except where an emergency exists.

SECTION 6: Employees shall be paid for overtime or accrue and maintain compensatory time at their election, up to a maximum of eighty (80) hours. On or after the Ordinance Adoption Date (as defined in Section 1 of Article 34), employees shall be paid overtime or accrue and maintain compensatory time at their election up to a maximum of one hundred and twenty (120) hours.

SECTION 7: Employees who exceed a maximum accrual of compensatory time shall be compensated in cash.

SECTION 8: Work schedules will not be altered within a work cycle to avoid the payment of overtime, except in the case of department directed training programs.

SECTION 9: When an employee is issued disciplinary action, which would include suspension without pay, the City will determine whether the first twenty-four (24) hours will be served as time off without pay or deducted from the employee's annual leave bank. Additional hours may be deducted from the employee's annual leave bank and/or floating holiday time, at the employee's option.

## ARTICLE 31 COURT TIME

SECTION 1: Court time is that time an employee is required to appear in court or give a deposition as a result of action taken within the scope of employment. Compensation for the court time outside of the normal work period shall be a minimum of three (3) hours pay at time and one-half. Any additional overtime for each appearance will be compensated in accordance with the workweek and overtime Article. Employees shall be paid for one three hour call back if subsequent court appearances occur in the same three hour time period. Any court appearances immediately after the three hour minimum court period shall be a continuation of the three hour court call back period. Any additional court appearances in the same day but separated by 60 minutes or more and outside the initial court minimum time shall be subject to an additional three (3) hour minimum.

SECTION 2: No witness or subpoena fees will be accepted by an employee for an off duty appearance. Employees will be entitled to the IRS mileage allowance to and from the employee's place of permanent residence for a required court appearance outside the City limits of Boca Raton, unless a travel fee is paid by said Court or unless transportation is provided by the City. Employees will be permitted to accept deposition fees from private attorneys.



ARTICLE 32  
CALLBACK

SECTION 1: Employees ordered to return to duty not on their regularly assigned shift, shall be paid the actual time worked, but not less than three (3) hours at time and one-half.

SECTION 2: Callback rates shall apply to each successive incident whereupon an employee is called to duty outside the employee's normal working hours.

SECTION 3: Time and one-half pay described in Sections 1 and 2 will only apply to work performed outside normal duty hours.

SECTION 4: Employees returning to work on callback assignment may or may not be required to work the minimum hours for which payment is guaranteed at the sole discretion of an on-duty supervisor.

SECTION 5: During declared emergencies, call back provisions shall not apply to employees called in to address the emergency.

## ARTICLE 33

### WAGES

SECTION 1: Salaries will be increased on the step system in the following manner: Salaries shall be as listed in Appendix 'B' attached.

- Effective October 1, 2017 there shall be a \$5,400 to \$6,300 increase to each step as reflected in the attached Step Plan (as set forth in Appendix 'B').
- Effective October 1, 2018 there shall be a 3% increase to each step as reflected in the attached Step Plan (as set forth in Appendix 'B').
- Effective October 1, 2019 there shall be a 3% increase to each step as reflected in the attached Step Plan (as set forth in Appendix 'B').
- All Employees shall move through the steps of the Step Plan on their anniversary date, provided they receive a meets expectations evaluation.

SECTION 2: With the exception of additional compensation paid to Field Training Officers, no bargaining unit member's base salary may exceed the maximum salary set forth with respect to the applicable position. Bargaining unit members shall be rated "Significantly Exceeds Expectations", "Exceeds Expectations", "Meets Expectations", or "Requires Improvement".

SECTION 3: Field Training Officers shall receive an increase in their base rate of pay in the amount of 5% during their first three years of service as a Field Training Officer and 7.5% for all years after. The years serving as a Field Training Officer are cumulative and total and shall not be required to be consecutive. The designated employee(s) shall receive the monetary increase for the duration of the Field Training Officer assignment, whether in the process of training or not. The monetary increase shall commence in the pay period following the date this Agreement shall take effect. The City shall have the right to determine the selection of FTO's and the number of rank of Officer in the FTO program.

SECTION 4: Employees assigned as investigators, K-9 officers, and tactical patrol officers shall receive \$1,000.00 annually as assignment pay to be paid in two (2) \$500 increments in October and April.

ARTICLE 34  
PENSION

SECTION 1: Following ratification of this Agreement, the parties agree that the terms and provisions of Chapter 12 of the Code of Ordinances of the City of Boca Raton shall remain in effect, but shall be amended as provided below. For the purpose of this Article, "Ordinance Adoption Date" shall mean  (insert effective date of ordinance amending the pension plan).

A. For members retiring on or after the Ordinance Adoption Date, the maximum normal retirement benefit (when applied to the normal form of benefit) at the time of retirement shall be 84% of average monthly earnings. Past service purchased on or after the Ordinance Adoption Date shall not increase the maximum retirement benefit above 84%. For early retirement calculations, the maximum retirement benefit referenced above shall be applied before the reduction based upon early retirement.

B The City and the Union mutually agree that all premium tax revenues received pursuant to Chapter 185 Florida Statutes will continue to be used to reduce City pension contributions for as long as the City participates in Chapter 185, and that a share plan will be created but will not be funded until such time as the parties mutually agree to allocate premium tax revenues to the share plan.

C. On and after the Ordinance Adoption Date, employees who transfer from the General Employees' Pension Plan to become members of the Police and Firefighters' Retirement Plan ("Plan"), as authorized in Section 12-144, Code of Ordinances, shall not receive annual increases, pursuant to Section 12-153(12), Code of Ordinances, on the portion of the accrued pension benefit that was earned while a member of the General Employees' Pension Plan.

D. On and after the Ordinance Adoption Date, a member's election to participate in the Deferred Retirement Option Plan ("DROP"), pursuant to Section 12-153(9), Code of Ordinances, shall be made in writing on a form approved by the City and provided to the member by the Board of Trustees of the Plan and such election shall be irrevocable. As a condition of participating in the DROP, the member shall agree to: (1) terminate employment at the end of the DROP participation period, and (2) submit an irrevocable, unconditional letter of resignation prior to entering the DROP, which resignation shall occur on the date the DROP participation period ends. The DROP election form and letter of resignation shall be submitted to the Board and the City at least 30 days prior to the date the member begins participating in the DROP.

E. Section 12-154(1) and Section 12-154(2) of the Code of Ordinances, shall be amended to establish that, on and after the Ordinance Adoption Date, the cost to purchase past service credit for prior military or full time employment as a police officer shall be the greater of (1) the amount determined by multiplying the member's contribution rate on the date of purchase of past service credit by his or her earnings on the date of purchase of past service credit, and then multiplying the result by the number of year(s) of past service credit to be purchased or (2) the actuarial cost of the purchase of prior service credit as determined by the Plan's actuary. In no event shall the total number of years of past service credit purchased by an employee exceed five (5) years.

F. The ordinance shall be amended to eliminate the reference to Section 112.061, Florida Statutes in Section 12-134(6), Code of Ordinances, and to add that, on and after the Ordinance Adoption Date, trustees may be reimbursed for all necessary expenses incurred for trustee travel in accordance with the City's adopted travel policy.

ARTICLE 35  
SUBSTANCE ABUSE

SECTION 1: Bargaining unit employees shall not use, possess, dispense, or sell any drug/ chemical substance not prescribed for use by a licensed physician or any substance that is illegal in the State of Florida, (except where directed by the Chief of Police), and, shall not use prescribed medication in a manner that does not substantially conform to the direction of the prescribing physician. Also, self-impairment due to drugs, or alcohol to a blood/ alcohol measure of 0.04 or more while on duty is similarly prohibited. Any use of cannabis in any form is prohibited, even if prescribed by a physician or legally available.

SECTION 2: DRUG/ALCOHOL TESTING: Employees are subject to urinalysis and/ or blood testing as required by the City to detect the presence of drugs/ chemical substances and/ or alcohol when:

- (a) It is part of a scheduled physical examination, which is provided to the employee at City expense.
- (b) Management has a reasonable belief based on objective factors that the employee may be acting in violation of Section 1 of this Article.

SECTION 3: RANDOM TESTING: Because of the nature of its mission and the importance of its responsibility, the Police Department must provide its employees and the public with overt assurance that its sworn staff is unimpaired by drugs/chemical substances and/or alcohol while on duty. Toward that end, each employee shall be subject to chemical testing in compliance with the City's Drug and Alcohol Free Workplace Policy, as may be amended from time to time, at a time and place to be designated by the Chief of Police. Employees will be chosen from a blind list composed of employee I.D. numbers. During the term of this Agreement, the City may implement chemical testing on hair samples under the same conditions set forth in this and following sections.

SECTION 4: When chemical testing is being conducted in accordance with the provisions of sections 2 and 3 above, the employee shall simultaneously provide two separate specimen samples. Where the urinalysis of an employee specimen sample is positive for drugs/ chemical substances, a second test utilizing the second specimen sample shall be performed by a separate lab. Tests shall be a GC/MS or one of equivalent validity. A second hair test will be conducted in

accordance with the procedures of the lab conducting the hair analysis. Collection, transport, and storage of samples shall observe proper chain of custody and clinical procedures.

SECTION 5: (a) Refusal to submit to testing shall be cause for discharge. Submission to a chemical test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.

(b) Any challenge to reasonable belief shall be submitted to expedited arbitration. If the finding is for the City, the results will be released. If the arbitrator finds for the employee, the sample will be discarded. Pending the arbitration, the test sample will be frozen or otherwise preserved in a scientifically sound manner.

SECTION 6: Employees who are required to take prescription medicine which possesses possible side effects that may impair the safe performance of an employee's duties shall notify their immediate supervisors at the start of the work shift.

SECTION 7: (a) If the test results establish with reasonable scientific certainty that an employee is present at work with more than 0.04 blood/ alcohol level, the employee may be disciplined up to and including termination.

(b) If the test results establish with reasonable scientific certainty that an employee is in violation of Section 1 of this Article with regard to drugs/ chemicals, the employee shall be subject to discipline, up to and including termination.

(c) In any arbitration proceeding seeking review of disciplinary action under this Section, the City shall bear the burden of proof including the existence of reasonable belief and scientific certainty of the test results.

SECTION 8: Employees may, upon request, have a FOP representative present during the testing procedure, provided that the test will not be postponed for more than thirty (30) minutes to await a FOP representative.

SECTION 9: Where the reasonable belief arises, the employee will be directed to the City physician or a clinic/ hospital to give the sample. Urinalysis testing will be used in cases of suspected drug use. Blood testing will be used in cases of suspected alcohol use.

SECTION 10: The City shall provide referral guidance to employees seeking professional assistance in dealing with a drug or alcohol related problem, as long as the employee seeks assistance prior to being notified of their selection for a drug or alcohol test. Participation in such programs shall not mitigate or stay the implementation of discharge action against the employee for violation of this Article's provisions nor discipline/discharge for other drug/alcohol related offenses. Admission of a drug and/or alcohol problem incident to a timely request for assistance authorized by this Section shall not be used as a basis for discipline/discharge.

SECTION 11: An inconclusive test will result in an immediate retest of the split sample within twenty-four (24) hours of receipt of the inconclusive test results.



ARTICLE 36  
TIME POOL

SECTION 1: Each January members of the FOP bargaining unit, except for those employees in their initial probationary period, shall have 1.5 hours deducted from their annual leave bank in January and July of each fiscal year (3 hours total) and deposited in the FOP time pool account as authorized, levied, and certified in accordance with the Constitution and By Laws of the local Union to be used by bargaining unit employees designated by Boca Raton Lodge 35, FOP, for Union business activities which shall include meetings with the City's management and attendance at formal conventions and seminars. Additionally, in July of each year members may voluntarily donate additional hours to the time pool account using the appropriate form.

SECTION 2: Donations of time shall be authorized by the employee so donating, on an appropriate form, one copy of which shall go to the immediate supervisor (non-bargaining unit member), one copy to the Union, and one copy to the Human Resources Director. Time drawn against the time pool shall be with the approval of the Union President or designated representative. A record of all time donated and drawn against the above-mentioned pool of time, shall be accurately kept by the Police Department and the Union.

SECTION 3: Valuation of hours credited to the pool will be based on the rate of pay of each donor for hours credited in and on the rate of pay for each donee for hours charged out.

SECTION 4: A Union member shall be released from duty in accordance with the provisions of this Agreement only when the needs of the Police Services Department, as determined by the employee's immediate supervisor (non-bargaining unit member) have been met, but such release shall not be unreasonably denied. If the needs of the Police Services Department do not permit the release of the employee as requested, release of an alternate employee during the desired time may be requested.

SECTION 5: Any Union member shall be permitted to use time pool hours with the approval of the Union President. When the President or designee, is using time pool hours, they will remain reasonably available by telephone for consultation with the management of the Police Services Department or any FOP member.

SECTION 6: Any accident incurred by an employee whose time is being paid for by the Time Pool shall not be considered to have been incurred in the course and scope of his employment by the City within the meaning of Chapter 440, Florida Statutes as amended, except for injuries sustained in Palm Beach County while in the course of attempting to halt a felony in progress or apprehending a fleeing felon.

ARTICLE 37  
SAVINGS CLAUSE

SECTION 1: If any Article or Section of this Agreement should be found unlawful, invalidated, or unenforceable by a court of competent jurisdiction or by statute, 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 such finding, the parties will meet within thirty (30) days to negotiate a replacement Article or Section.

ARTICLE 38  
NO SMOKING POLICY

SECTION 1: All employees hired on or after October 1, 1990, shall abstain from the use of tobacco products, including electronic cigarettes (e-cigarettes), at all times during the period of their employment with the City while both on and off duty. Failure to comply with this provision may result in discharge.

SECTION 2: The City may at its own expense provide voluntary classes to assist interested current employees who wish to stop smoking. No disciplinary action or other job sanction shall be taken against a current employee who either does not choose to participate or does not successfully complete any such voluntary programs.

ARTICLE 39  
INTERNAL AFFAIRS FILE

SECTION 1: Information contained therein shall be retained and/or destroyed in accordance with the recommended retention schedule for law enforcement agencies as established by the State of Florida Department of State.

## ARTICLE 40

### PHYSICAL FITNESS

SECTION 1: The parties agree that the nature of a employee's job is such that the welfare of fellow employees, citizens, and the Department can be served best if an adequate level of physical fitness is maintained. Accordingly, all employees must strive to maintain a level of fitness that is at least equal to the standards set forth in this Article. Employees must strive to meet the required standards by their anniversary date each year during the term of their employment.

SECTION 2: As part of scheduled in-service training, the Department will evaluate an employee's fitness on an annual basis, between the months of November and April for the initial test. The evaluations shall be an obstacle course style exercise as indicated in Appendix F. Failure of the Department to administer the fitness test as indicated above shall have no adverse effect on any bargaining unit member.

SECTION 3: The above testing shall be at a place designated by the Chief of Police or his designee. If an employee asks to defer testing due to physical incapacitation said request must be accompanied by a physician's statement, which specifically maintains that participation in the testing is incompatible with the employee's physical status. The statement must also indicate an estimated date whereupon testing may occur. At his discretion, the Chief of Police may seek a second medical opinion from the City Physician or his designee. Where testing has been deferred due to medical incapacitation, said testing shall proceed within ten days after medical clearance is received from the employee's personal physician or the City physicians. An employee shall then resume his normal testing cycle as if the deferral had not occurred.

SECTION 4: Employees who fail to achieve the passing standard must retake the examination within 60 days of the failed test(s). Employees will be re-tested every 60 days until a passing standard is achieved. Any employee that fails to achieve a passing standard on the second attempt shall not be eligible for any pay raise until said employee achieves the passing standard. Once the passing standard is achieved, the employee will be awarded any applicable pay raise effective on the date the standard was achieved and not be retroactively applied.

SECTION 5: All employees shall undergo an annual physical on their own time and at their own expense prior to their Physical Fitness Test and shall provide proof of such to the department prior to participating in the Physical Fitness Test.

ARTICLE 41  
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior agreements, unless expressly stated to the contrary herein and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

The Union and the City acknowledge that, during the negotiations which resulted in this Agreement, both had the unlimited opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, the Union and the City, for the duration of this Agreement, waive the right to bargain collectively over any term or condition of employment, even though such terms or conditions of employment may not have been within the knowledge or contemplation of the Union and the City at the time the parties negotiated this Agreement.



ARTICLE 42  
DURATION

This Agreement becomes effective on ratification by the City, and shall continue through September 30, 2020. Negotiations for a successor Agreement shall commence after notice by either party prior to June 1, 2020. Article 33 Wages will be retroactive to October 1, 2017, and will be implemented within sixty (60) days of ratification. Further, Article 30 Workweek and Overtime will be implemented within sixty (60) days of ratification.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2018.

FRATERNAL ORDER OF POLICE  
LODGE #35

THE CITY OF BOCA RATON,  
FLORIDA

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Ratified by the Union

Ratified by the City of Boca Raton

on the \_\_\_\_ day of \_\_\_\_\_, 2018

on the \_\_\_\_ day of \_\_\_\_\_, 2018

Confirmed by:

Confirmed by:

\_\_\_\_\_  
John T. Cagno, President  
Fraternal Order of Police, Lodge #35

\_\_\_\_\_  
Susan Haynie, Mayor  
City of Boca Raton

Attest:

By:

\_\_\_\_\_  
Susan Saxton  
City Clerk

\_\_\_\_\_  
Leif J. Ahnell, C.P.A., C.G.F.O  
City Manager

APPENDIX "A"  
AGREEMENT

This AGREEMENT is entered into by and between \_\_\_\_\_, herein referred to as "Applicant/Candidate", and the City of Boca Raton Police Services Department, herein referred to as "City" for the purposes set forth herein:

WHEREAS, THE APPLICANT/CANDIDATE has applied for employment with the Police Services Department of the City; and

WHEREAS, in order to properly train the Applicant/ Candidate for his/her duties as a Police Officer, it will be necessary for the City to expend and incur substantial expenses in the processes of training Applicant/Candidate to be a commissioned Police Officer; and

WHEREAS, both parties acknowledge that it is intended that the expenditures incurred by the City shall be recaptured by the City through services rendered by the Applicant/Candidate to the City's Police force after completion of the Applicant's/Candidate's training period; and

WHEREAS, Applicant/Candidate acknowledges that the City suffers a substantial loss of its training investment in the event he/she after completing police force instruction and training leaves the City's employment prior to two (2) years following completion of such training; and

WHEREAS, the parties agree that in order to induce the City to employ the Applicant/Candidate and provide Police Officer certification for the Applicant/Candidate and in consideration of the City incurring the expenses of training, the Applicant/Candidate agrees that he/she shall remain with the City police force for a term of at least two (2) years, unless prior thereto the Applicant/Candidate is terminated by the City.

WHEREAS, the City agrees to give credit for service rendered against the reimbursement obligation subsequent to completion of the field-training period in order to induce the trained Officer to remain with the City's employ.

NOW, THEREFORE, it is agreed as follows:

1. Reimbursement Obligation - The Applicant/Candidate, in consideration of the agreement by the City to provide formal police training through Palm Beach Community College or Broward Community College Police Academy to be followed upon successful completion thereof by a period of approximately twelve (12) weeks of field training under the supervision of experienced Boca Raton Police Officers, does hereby agree that, in the event employment with the City Police Services Department ceases due to any cause other than "termination" as defined below, within twenty-four (24) months from commencement of full-time service as a Police Officer, he/she will reimburse the City, or the City's Police Services Department for all expenses incurred in connection with hiring and training of the Applicant/Candidate. Reimbursement for the physical exam (except drug testing) shall be made to the Police and Fire Pension Fund.
2. Definition of "Termination" - "Termination" as used in this Agreement, shall mean any discontinuance of the Applicant's/Candidate's employment initiated by the City or mutually initiated by the City's Police Services Department and the Applicant/Candidate. Provided, however, that the City, in its sole discretion, can waive reimbursement. Any waiver of reimbursement by the City shall be valid only if in writing and signed by the City Manager of the City of Boca Raton.
3. Calculation of Reimbursement Obligation - The reimbursement obligation shall consist of the sum of all amounts expended by the Department in connection with hiring and training the Applicant/Candidate and is limited to the following:
  - a. Cost of polygraph, psychological and physical examination expenses in the amount of \$\_\_\_\_\_
  - b. Cost of Police academy training in the amount of \$\_\_\_\_\_
  - c. Expenses of non-mandatory training \$\_\_\_\_\_

TOTAL COST: \$\_\_\_\_\_

Applicant/Candidate shall execute a promissory note in the favor of the City of Boca Raton for the total costs reflected in paragraph 3 of this Agreement on or prior to the date of hire. Said promissory note shall excuse said debt of the principal amount in accordance with the terms set forth in paragraph 4 of this Agreement.

4. Credit for Continuous Employment - Credit for service rendered will be given against the reimbursement obligation at the rate of one twenty-fourth ( $1/24$ ) of the total reimbursement obligation for each four (4) weeks of continuous full-time employment subsequent to the completion of the field training period. Any change in the estimated reimbursement obligation would consequently result in a proportional change in the amount of credit for service. Any absence from work due to illness, non-duty related injury or other cause for a period greater than two weeks shall be excluded from the period of service for which credit will be given.

**APPENDIX 'B' SALARY SCHEDULES**

**Faternal Order of Police (FOP)**

**Step and Grade Schedule**

**2017-2018**

**POLICE OFFICER**

Step	1	2	3	4	5	6	7	8	9	10
Hourly	30.2969	31.6587	33.0823	34.5725	36.1298	37.7570	39.4580	41.2353	43.1019	45.0549
40 Hr. Annual	63,017.46	65,850.17	68,811.13	71,910.70	75,149.91	78,534.66	82,072.61	85,769.50	89,651.90	93,714.16
Shift Annual	66,168.43	69,142.60	72,251.74	75,506.34	78,907.48	82,461.29	86,176.27	90,057.90	94,134.55	98,399.90

**SERGEANT**

Step	1	2	3	4
Hourly	46.4684	48.5750	50.7776	53.0794
40 Hr. Annual	96,654.30	101,035.97	105,617.34	110,405.18
Shift Annual	101,486.99	106,087.80	110,898.28	115,925.41

**LIEUTENANT**

Step	1	2	3
Hourly	54.7296	57.2238	59.8336
40 Hr. Annual	113,837.66	119,025.40	124,453.98
Shift Annual	119,529.45	124,976.78	130,676.58

**APPENDIX 'B' SALARY SCHEDULES**

**Faternal Order of Police (FOP)**

**Step and Grade Schedule**

**2018-2019**

**POLICE OFFICER**

Step	1	2	3	4	5	6	7	8	9	10
Hourly	31.2058	32.6085	34.0748	35.6097	37.2137	38.8897	40.6417	42.4724	44.3950	46.4065
40 Hr. Annual	64,908.06	67,825.68	70,875.58	74,068.18	77,404.50	80,890.58	84,534.74	88,342.59	92,341.60	96,525.52
Shift Annual	68,153.47	71,216.96	74,419.36	77,771.59	81,274.72	84,935.11	88,761.47	92,759.72	96,968.68	101,351.80

**SERGEANT**

Step	1	2	3	4
Hourly	47.8625	50.0323	52.3009	54.6718
40 Hr. Annual	99,554.00	104,067.18	108,785.87	113,717.34
Shift Annual	104,531.70	109,270.54	114,225.17	119,403.21

**LIEUTENANT**

Step	1	2	3
Hourly	56.3715	58.9405	61.6286
40 Hr. Annual	117,252.72	122,596.24	128,187.49
Shift Annual	123,115.36	128,726.05	134,596.86



**APPENDIX 'B' SALARY SCHEDULES**

**Faternal Order of Police (FOP)**

**Step and Grade Schedule**

**2019-2020**

<b>POLICE OFFICER</b>										
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
Hourly	32.1420	33.5868	35.0970	36.6780	38.3301	40.0564	41.8610	43.7466	45.7269	47.7987
40 Hr. Annual	66,855.36	69,860.54	73,001.76	76,290.24	79,726.61	83,317.31	87,070.88	90,992.93	95,111.95	99,421.30
Shift Annual	70,198.13	73,353.57	76,651.85	80,104.75	83,712.94	87,483.18	91,424.42	95,542.57	99,867.55	104,392.36

<b>SERGEANT</b>				
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Hourly	49.2984	51.5333	53.8699	56.3120
40 Hr. Annual	102,540.67	107,189.26	112,049.39	117,128.96
Shift Annual	107,667.71	112,548.73	117,651.86	122,985.41

<b>LIEUTENANT</b>			
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
Hourly	58.0626	60.7087	63.4775
40 Hr. Annual	120,770.21	126,274.10	132,033.20
Shift Annual	126,808.72	132,587.80	138,634.86

## **Appendix F**

### **Physical Abilities Test**

The Physical Abilities Test (PAT) of Florida is consistent with national models and industry standards that have been validated by FDLE based upon statewide statistics. Tasks incorporated into the PAT were identified based upon job tasks analyses and a review of critical job responsibilities requiring physical proficiency. The PAT is designed to evaluate an individual's ability to perform these job tasks by evaluating physical conditioning, fine motor skills and aerobic capacity through a series of tasks performed in one continuous flow and within a set amount of time, to include:

1. Exiting a vehicle and opening trunk
2. 220 yard run
3. Obstacle course (repeated once)
4. Drag 150 lbs
5. 220 yard run (repeated once)
6. Dry firing of pistol with weak and strong hand
7. Placing items in trunk and returning to vehicle

#### **Task 1: Exit Vehicle/Retrieve Equipment from Trunk**

Abilities measured: eye hand coordination, reaction time, finger dexterity and flexibility

The officer begins the PAT seated in the driver's seat of a full size automobile with the safety belt fastened, hands on steering wheel at the ten and two o'clock position. The trunk key is located in the vehicle's ignition. A handgun and baton are lying in the vehicle's closed trunk (clear of any other equipment or distractions).

On the command to "GO" the stop watch is started and the officer proceeds as follows:

1. Unfasten safety belt and retrieve key from ignition
2. Exit vehicle with key in hand and close driver's door
3. Unlock and open trunk lid, leaving key in trunk lock
4. Retrieve pistol and baton and close trunk lid
5. Place pistol and keys on stool/bench. Retain possession of baton.
6. Begin 220 yard run with baton in hand

#### **Task 2: Run 220 yards**

Attributes measured: anaerobic capacity (muscular endurance)

1. Carry baton and run on flat surface to the designated 110 yard cone
2. Run around the cone and run 110 yards back to the start of the obstacle course

#### **Task 3: Obstacle Course**

Attributes measured: mobility, anaerobic capacity, flexibility and coordination

1. Carrying baton, pass through cones marking start of obstacle course
2. Climb/jump over 40 inch wall
3. Run ten (10) feet
4. Step/jump over a series of three (3) hurdles (24, 12 and 18 inches)
5. Run ten (10) feet
6. Serpentine through a forty (40) foot course of nine (9) cones spaced five (5) feet apart
7. Run ten (10) feet
8. Low crawl (eight) 8 feet under a series of three (3) open air 27 inch high barriers
9. Leave baton at the end of the low crawl and move to drag sled

## Appendix F

### Physical Abilities Test

*(If any hurdle or cone is knocked over or low crawl barrier displaced, the officer must stop and return to the beginning of that portion of the course and repeat it until successfully navigated.)*

#### **Task 4: Drag 150 Lbs**

Attributes measured: Muscular endurance, strength/power, flexibility, agility

1. From end of low crawl barriers, run fifty (50) feet move to drag sled
2. Drag/pull sled (fifty) 50 feet forward in a straight line around cone
3. Drag/pull move sled (fifty) 50 feet back to beginning point

*(Officer must drag/pull using strap only and cannot place strap around body to pull)*

#### **Task 5: Obstacle Course (repeat Task 3 in reverse)**

Attributes measured: mobility, anaerobic capacity, flexibility and coordination

Officer must pick up and retain baton at low crawl and retain for remainder of course

#### **Task 6: Run 220 yards (repeat Task 2)**

Attributes measured: anaerobic capacity (muscular endurance)

1. Carry baton and run to designated 110 yard cone
2. Run around the cone and run 110 yards back to the stool

#### **Task 7: Dry Fire Pistol**

Attributes measured: Strength/power, muscular endurance

1. Place baton on stool
2. Pick up pistol
3. Assume shooting stance with arms outstretched at shoulder height and parallel with ground
4. Fire six rounds with dominant hand and six rounds with non-dominant hand

#### **Task 8: Enter Trunk/Vehicle (repeat Task 1 in reverse)**

Attributes measured: eye hand coordination, reaction time, finger dexterity and flexibility

1. Open trunk with key inside lock
2. Place baton and pistol in vehicle trunk
3. Close trunk and remove key
4. Enter driver side of vehicle
5. Close driver side door
6. Insert key in ignition
7. Fasten safety belt
8. Place both hands on steering wheel

**MAXIMUM TIME ALLOWED TO PASS : 6 minutes and 4 seconds (6:04)**

AGREEMENT  
BETWEEN  
THE CITY OF BOCA RATON  
AND  
THE FRATERNAL ORDER OF POLICE  
LODGE 35



October 1, 2014~~17~~ through September 30, 2017~~20~~

## ARTICLES OF CONTRACT

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## AGREEMENT

THIS AGREEMENT is entered into by the CITY OF BOCA RATON, FLORIDA, a municipal corporation, hereinafter referred to as the "CITY" and LODGE #35, FRATERNAL ORDER OF POLICE, hereinafter referred to as the "THE UNION"

## PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy as expressed in PART II, CHAPTER 447, Florida Statutes, is to promote harmonious and cooperative relationships between the City and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the City government; and

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations, therefore, the parties hereby agree:

ARTICLE 1  
RECOGNITION

SECTION 1: The City hereby recognizes the Union as the sole and exclusive bargaining agent for sworn personnel who perform the functions of Police Officer, Police Sergeant, and Police Lieutenant (hereinafter "employee").

SECTION 2: This representation shall be for the purposes of collective bargaining with the City with respect to wages, benefits, hours of work, and other terms and conditions of employment.



## ARTICLE 2

### MANAGEMENT RIGHTS

SECTION 1: The Union and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to determine the mission of the City and its various departments, divisions and other units of organization; set standards of service; establish and implement policies and procedures related to employment, promotions, position classification, discipline, transfer, assignment, and scheduling of employees; subcontract work; merge, consolidate, or close a department or any part thereof or expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency, or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement department policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City. **The City has the right to suspend, demote, discharge, or issue letters of reprimand with just cause.**

SECTION 2: If, in the discretion of the City Manager, it is determined that civil emergency conditions exist, i.e., riot, civil disorder or natural disaster, the provisions of this Agreement may be suspended for good cause by the City Manager during the time of such emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

SECTION 3: The City shall have the right to remove employees from the service of the City for non-disciplinary reasons, but because they are, in management's judgment, unfit for continued employment by the City as a Police Officer. The City shall not exercise this right without first offering counseling and/or remedial programs to the employee to correct the problem. The counseling will be offered and the City will bear the cost of any counseling if it is related to the problem and if the cost is justified by the likelihood of success in the City's opinion, based upon competent advice. The City will not exercise this right arbitrarily and capriciously. In the event of a grievance brought



to arbitration concerning the exercise of this right, the question to be decided by the arbitrator will be whether the termination was arbitrary and capricious.

ARTICLE 3  
REPRESENTATION

SECTION 1: Neither party in collective bargaining shall have any control over the selection of the bargaining representatives of the other party. The bargaining committee of both parties shall consist of not more than three (3) representatives.

SECTION 2: The Union shall be represented in all matters, except as may be designated for the purposes of Section 1 above, by its president or the president's designee. It shall be the responsibility of the Union to notify the City Manager, and the Chief of Police in writing, of any change in the designation of the president or the president's designee.

SECTION 3: The president and one other employee member of the Union shall be permitted reasonable access for reasonable periods of time to all departmental work locations to handle specific grievances and matters of application or interpretation of this Agreement. The exercise of such access rights by the president or other employee shall not interfere with their duties or duties of other employees and shall not be at the expense of the City.

ARTICLE 4  
LABOR MANAGEMENT COMMITTEE

SECTION 1: The Union and the City shall maintain a joint labor management committee consisting of no more than six (6) members; no more than three (3) of whom shall be appointed by the Chief of Police; and no more than three (3) of whom shall be appointed by the Union.

SECTION 2: The committee shall meet at least quarterly, and more often, if necessary, to discuss matters affecting the health, safety and working environment of employees, productivity, and the quality of police service to the community. It is recognized by the parties that the labor management committee is not a forum for collective bargaining, or for resolving specific grievances, but is a device for fostering communication. The Union agrees that all collective bargaining is to be conducted with City representatives designated for that purpose by the Chief of Police. There shall be no collective bargaining by the Union at any other level of City government.

SECTION 3: If a meeting is held during working hours of an employee participant, such participant may be excused without loss of pay for that purpose. Attendance at a meeting outside of regular working hours shall not be deemed as time worked.

SECTION 4: The meeting shall be held upon 10 days' notice of either party. If no notice is given, the meeting requirement shall be deemed waived for that quarter. All other meetings shall be scheduled by mutual agreement of the parties. Insofar as possible, meetings shall be scheduled during normal business hours at a mutually agreeable time. The position of chairperson shall rotate ~~between the City and the Union on a semi-annual basis~~ **be appointed by the Chief of Police**. The committee may adopt such rules of order, as it deems necessary including the preparation of agendas and meeting minutes.

SECTION 5: All provisions for extra duty police employment shall be subject to discussion by the Labor Management Committee. The impact of any changes to current policy shall be subject to negotiation as required by Chapter 447, Florida State Statutes.

SECTION 6: The City will agree to make Police Department cars available for use in the Police Department's off-duty employment program subject to the off-duty employment policy that the Department can change, from time to time, at its discretion.

ARTICLE 5  
NON-DISCRIMINATION

SECTION 1: The City and the Union agree not to engage in any discriminatory activity prohibited by law.

SECTION 2: A claim of discrimination and/or retaliation by an employee against the City shall not be subject to the grievance or arbitration procedures contained in this Agreement, but shall only be subject to the method of review prescribed by law or by rules having the force and effect of law.

SECTION 3: All references in this Agreement to the male gender are used for convenience only, and shall be construed to mean both male and female employees.

ARTICLE 6  
PROHIBITION OF STRIKES

SECTION 1: No employee, Union, Officer, or agent shall instigate, promote, sponsor, or engage in any strike slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer.

SECTION 2: In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer, regardless of reasons for doing so, the Union shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities. If the Union fulfills in good faith all of the obligations under this section, the City agrees that the Union will not be liable for any damages resulting thereafter.

SECTION 3: The employee and the Union, individually and collectively, shall be liable for any damages which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this Article.

ARTICLE 7  
DUES CHECK-OFF

SECTION 1: Upon the written authorization of an employee, the City agrees to deduct from the wages of each employee the sum certified as Union dues, and before the seventh (7th) of the following month, transfer the sum electronically, to the Union Treasurer, together with a list of individuals who have paid and the amount each paid for that period. If any employee does not have a check due, or the check is not large enough to satisfy the assignments, no collection shall be made from the employee for that month.

SECTION 2: Individual employees desiring dues to be withheld from their paycheck shall sign a standard form witnessed by an authorized Officer of the Fraternal Order of Police, indicating their desire.

The form authorizing the deduction of dues and the form canceling the deduction of dues shall be the form agreed to between the parties hereto. The agreed upon form shall be furnished to the employees by the Fraternal Order of Police.

SECTION 3: Such dues will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the local Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Secretary/Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The City or any of its Officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding payment of such deductions to the assignee, the City and its Officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE 8  
BULLETIN BOARDS

SECTION 1: The City shall permit the Union to post notices of the Union's recreation and social functions, elections, or committee or subcommittee reports, meetings and the names and addresses of Officers, directors and representatives of the Union on the existing bulletin board located in or near the Police Department Squad Briefing Rooms. All other material to be posted shall be subject to prior approval of the Chief of Police. The Union shall not post any notice containing material of a political nature or material tending to criticize or support any elected or appointed official, or employee of the City.

**City email and other communication systems shall not be used to conduct union business without the prior approval of the Chief of Police, except to inform union members and the City of changes in the designation of the Union President.**

ARTICLE 9  
DEPARTMENTAL RULES AND REGULATIONS

SECTION 1: Each employee and the Union will be provided electronic access to a copy of the Department Manual. Each revision to the Department Manual which is adopted, shall be available in an electronic format as soon as reasonably possible after adoption.



## ARTICLE 10

### CIVIL SUITS

~~SECTION 1: The City shall upon timely notice by an employee, undertake the defense of any employee covered by this agreement against civil damage suits arising from and in connection with his/her employment.~~

~~SECTION 2: The City shall indemnify all member employees against judgments for compensatory damages rendered against a member employee in a civil damage suit arising from and in connection with duties performed by the employee in the scope of his employment for the City provided that the employee has not acted negligently or with malice. The City shall not indemnify any employee against judgments rendered in civil suits, which the City has not been given notice of and an opportunity to defend.~~

~~SECTION 3: The employee shall give notice as quickly as reasonably possible, but in no case longer than forty-eight (48) hours to the City of all injuries or damage to persons or property, including the employee himself, incurred by or witnessed by the employee while the employee is on duty.~~

~~SECTION 4: It shall be the duty of the employee to notify the City Attorney of being served with any civil action involving, or related to, the business of the City on the day of receipt or the first City business day thereafter.~~

~~SECTION 5: Failure to provide the notices required in Section 3 and 4 shall result in disciplinary action but shall not limit the City's obligation to provide defense and indemnification provided reasonable notice is given and the City's opportunity to defend is not adversely affected.~~

~~SECTION 6: The employee has the right to retain legal counsel of his choice at his own option and expense. The City shall make copies of discovery documents available to the employee at no cost to the employee; provided there is no disputed issue of liability between the City and the employee involved in the suit.~~

SECTION 1: Where the City may legally do so, the City shall furnish bargaining unit members the benefit of a legal defense and indemnity for compensatory damages in accordance with, and subject to the limitations of, Florida Statutes Sections 111.07, 111.071, and 768.28 (5) and (9). In accordance with Florida Statutes, no employee or agent of the City shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his/her employment or function, unless such employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

## ARTICLE 11

### SAFETY

SECTION 1: It is the policy of the City of Boca Raton to take all reasonable and practical steps to eliminate or reduce exposure of its employees to accident potentials that may produce injuries and financial losses. All employees have the responsibility for the safety of other employees within and under their control, as well as equipment and facilities under their direct control. The Boca Raton Police Services Department (BRPSD) and the City shall make a reasonable effort to maintain safe working conditions and equipment. Employees shall be responsible for wearing safety equipment and following safety rules, where circumstances reasonably permit.

SECTION 2: ~~The parties agree to forward crash investigations to the City's Accident Review Board for review.~~ **Crash investigations shall be conducted by the Department and determinations made in accordance with applicable Department directives.**

SECTION 3: In October and April of each year, employees who have not had a preventable crash within the preceding six months shall receive a \$600 Crash-Free Bonus. Crash-Free Bonus monies shall be prorated for the time actively employed during the preceding six (6) months.

SECTION 4: The City shall provide periodic inspections and regular maintenance and service of all department vehicles. Unsafe vehicles will be replaced or repaired as appropriate. All vehicles shall have installed within them a device for the detection of carbon monoxide. Any City vehicle to be used by members of the bargaining unit will be taken to the City garage when the odometer reaches 25,000 miles and every 10,000 miles thereafter whereupon it shall be given a complete inspection to determine its operational suitability. This inspection shall include the engine, transmission, drive train, suspension system, air conditioning, electrical system, frame, brakes, and exhaust system.

SECTION 5: The Chief of Police or designated representative will provide vehicles necessary to meet operational needs of the Department.

SECTION 6: The partition between the front and rear seats in marked vehicles used for the transport of prisoners will be constructed of such material and security so as to afford maximum protection from physical attack.

SECTION 7: The City will provide employees with the Hepatitis-b vaccination, upon hire, unless employees have previously been given the vaccine or decline it. The City will provide employees with tuberculosis screening immediately upon the employee's notification of an on-duty exposure. The City will provide HIV testing to employees who experience an exposure to blood or other potentially infectious materials as defined by OSHA in CFR 1910.1030 Blood Borne Pathogens. Test results will be interpreted by the City's health provider or designated testing facility (or Boca Raton Regional Hospital for after hours assessments), to determine whether or not the employee has been infected.

ARTICLE 12  
PROBATIONARY EMPLOYEES

SECTION 1: All new employees shall be designated as probationary employees and shall remain in probationary status in their classification for one (1) year from the date they are sworn in as a police officer with the City of Boca Raton. Periods of absence during probation will extend the probationary period by the amount of the absence except for the use of funeral leave and compensatory time. All such new employees in a probationary status shall be eligible for membership in the FOP.

SECTION 2: Probationary employees shall enjoy the economic benefits herein and shall have access to the grievance procedure in disputes involving pay, monetary fringe benefits, and working conditions guaranteed by this Agreement. This contract shall not be deemed to provide rights of job protection to probationary employees.

SECTION 3: All Police Officer Candidates and employees hired on or after October 1, 1990, shall be subject to the conditions of the Boca Raton Police Department's employment agreement as set forth in Appendix "A".

## ARTICLE 13

### SENIORITY

SECTION 1: Seniority shall consist of continuous accumulated paid service, by rank, with the Department. Seniority shall be computed from the date of appointment to present rank. Seniority shall accumulate during absence because of illness, injury, vacation, military leave, or other authorized paid leave. If two or more employees obtain seniority on the same date, by rank, seniority standing by classification shall be determined by ranking on the certified promotional list, if applicable, or by the date of employment with the Police Services Department. If dates of employment are the same, then date of application for employment shall be used.

SECTION 2: Seniority shall govern vacation scheduling. Once annual leave is approved, it may not be cancelled without the authorization of the employee involved, unless there is an operational necessity. Seniority shall also be considered by management (but not necessarily controlling) when making assignments to particular schedules, shifts, and/or days off from among equally qualified persons of the same rank. Management retains the right, however, to determine work schedules, shift times, and days off, and its exercise of this right to assign personnel shall not be subject to the grievance procedure. Seniority as applied in Section 2 of this Article and in Article 14 shall mean the amount of time in the employee's present rank.

SECTION 3: Any employee who has attained permanent status may apply for reassignment within the Department. Such requests shall be in writing and shall indicate the specific assignment to which the employee would like to be moved, and his qualifications for the assignment.

The Department shall maintain such requests on file for a period of ninety (90) days. At the expiration of the ninety (90) day period, the employee may update the request. If a vacancy other than a promotional vacancy is to be filled, requests for reassignment shall be given due consideration before an involuntary assignment is considered or the position is filled by a new employee. Nothing herein shall be construed to prevent the Department from assigning or transferring employees involuntarily according to the needs of the department. The department shall make a good faith effort to post notification of vacancies at least seven (7) workdays prior to filling the position.

SECTION 4: In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has advanced to his

present classification from a lower classification in which he held a permanent appointment, shall be entitled to exercise displacement rights to that lower classification. Seniority in the lower classification shall be established according to the date of the employee's permanent appointment to that classification. Employees shall be reinstated according to seniority in the classification from which the employee was laid off, if otherwise qualified. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within twenty-one (21) days from the date of receiving notice of recall, he shall be considered to have resigned. The employee's service in the higher classification shall be deemed as time accrued in the lower classification.

SECTION 5: A transfer selection board shall be utilized for all non-supervisory assignments to the positions of investigator in the Investigative Services Bureau, traffic officer, marine officer, tactical officer, K-9 officer, community policing officer and crime prevention officer. All candidates for these positions must have at least two (2) years as a sworn police officer with the City of Boca Raton prior to the posting of the announcement and will have achieved an "Exceeds Expectations" or higher overall rating on their last performance evaluation. The board shall be comprised of three employees from the bureau in which the vacancy exists.

With the exception of the team commander positions and Field Training Program Coordinator(s), a transfer selection board shall also be utilized for all officers assigned to the Explosive Ordnance Disposal Team, Field Training Program, Special Weapons and Tactics Team, Underwater Search and Recovery Team, and Crisis Negotiation Team and any other specialty teams created during the term of this agreement. All candidates for these positions must have completed probation as a sworn police officer with the City of Boca Raton prior to the posting of the announcement and shall also have achieved an "Exceeds Expectations" or higher overall rating on their last performance evaluation. The board shall be comprised of three (3) members of the team at the discretion of the team's Commander/Coordinator. Officers shall only apply for Field Training Program vacancies in the bureau to which they are assigned.

The transfer selection board process shall consist of an oral interview and a review of each candidate's personnel file. Any selection criteria beyond the oral interview content shall be included in the Department's written directives. The City shall not change the selection criteria contained in the written directives within 60 days of the posting of the position announcement.



Vacancies shall be filled by selection from among those four (4) employees who achieve the highest score in the process. Any employee who has a higher score in the process than the person selected shall be notified in a counseling session with the Chief of Police or his/her designee as to the reasons why the employee was not selected. The list for transfer shall remain in effect for a period of ninety (90) calendar days from the date of posting. The results of the transfer selection board process shall be posted within 14 days of the completion of the transfer selection board interviews. The City reserves the right to assign employees to vacancies only if there are no qualified employees to fill the posted vacancies.



## ARTICLE 14

### PROMOTION

~~SECTION 1: To be eligible to sit for the test for the rank of Sergeant, the candidate must be a BRPSD Officer for a minimum of five (5) consecutive years or five (5) years as a sworn Police Officer within the State of Florida with three (3) consecutive years as a BRPSD sworn Officer immediately preceding the date of the posting of the announcement. To be eligible to test for the rank of Lieutenant, the candidate must have been a BRPSD Sergeant for three (3) consecutive years, immediately preceding the date of the posting of the announcement with no advanced degree (A.A.) or two (2) consecutive years as a BRPSD Sergeant immediately preceding the date of the posting of the announcement, with a 2-year, A.A. degree (or the equivalent of sixty (60) semester hours) from an accredited institution. The City will announce promotional examinations at least forty-five (45) days in advance. The City shall also announce the areas the examination will cover. All materials shall be provided to each employee taking the examination for the entire time period between announcement of the examination and the examination.~~

~~SECTION 2: Upon promotion, an employee shall be moved to step one (1) for the newly promoted rank.~~

~~SECTION 3: All promotions covered by this Agreement shall be made as a result of a competitive process utilizing a written exam prepared by an outside consultant and a panel interview. The panel for Sergeant shall consist of one Lieutenant selected by the Chief of Police, one Sergeant selected by the FOP, and a Sergeant selected by the previously selected panel members. The panel for Lieutenant shall consist of one captain selected by the Chief of Police, one captain selected by the FOP, and a captain selected by the previously selected panel members.~~

~~Eligibility for participating in the Panel Interview component of the promotion process shall be conditioned on passing the written exam with a minimum score of 70% carried to the fifth decimal point. The Panel Interview score must be 70% or greater in order to proceed in the promotional process. Additionally, seniority points assigned on the basis of one-half (1/2) point for each year of continuous uninterrupted sworn service with the City that is greater than the minimum number of years of service required for the employee to be eligible for promotion shall be applied. Authorized leaves of absence, for the purpose of this Article, shall not be considered an interruption of continuous service. Seniority points shall not accrue during authorized leaves of absence; however,~~

~~college points based on one point for every thirty (30) semester hours of college course credits completed by the employee shall be applied.~~

~~SECTION 4: For promotion the composite promotional score calculated to the fifth decimal place shall be tabulated in the following manner:~~

- ~~a) Written examination ————— 50%~~
- ~~b) Panel Interview ————— 42.5%~~
- ~~c) College points ————— 5% (max)~~
- ~~d) Seniority points – (maximum) — 2.5% (max)~~

~~SECTION 5: The employee, within one week of the establishment of the promotional eligibility list, shall have the right to review all test materials pertaining to his individual scores.~~

~~SECTION 6: After the completion of the entire promotional examination process, including reviewing any challenges, a final list shall be certified by the Human Resources Director and immediately forwarded to the Chief of Police and the Union. The promotional list(s) shall be valid for one (1) year from the date(s) of certification.~~

~~SECTION 7: The Union may appoint a member who is not participating in the promotional process to consult with the Chief regarding the testing process.~~

~~SECTION 8: All promoted employees shall serve a one (1) year probationary period from the effective date of the promotion.~~

~~SECTION 9: Promotional vacancies shall be filled by selection from among those four (4) employees who achieve the highest score in the promotional process. The Chief of Police has the discretion to select any of the top four (4) on each promotional list at any time for vacancies, provided however, that no person on the promotional list shall be bypassed more than two (2) times with respect to each promotional list, except for just cause. For the purpose of this section, just cause shall include any suspension within eighteen (18) months or any requires improvement annual evaluation within the past two (2) years. For the purpose of this section, the date of the scheduled promotion and the date the bypassed employee receives and signs the requires improvement evaluation or suspension will be utilized when determining whether the person will be bypassed the third and any subsequent time. No employee may exceed the maximum of the salary~~

~~range set forth for the maximum step with respect to the applicable position with the exception of additional compensation paid to Field Training Officers.~~

#### **SECTION 1: Promotional Process for Sergeant**

(A) To be eligible to test for the rank of Sergeant, the candidate must be a BRPSD Officer for a minimum of five (5) consecutive years, or a sworn Police Officer in the State of Florida for five (5) consecutive years with three (3) of those years as a BRPSD Officer.

(B) The City will announce promotional processes for Sergeant at least forty-five (45) days in advance. The announcement will include the areas that the examination will cover. The City shall provide all materials to each employee taking the Sergeant examination.

(C) All promotions to the rank of Sergeant shall be made as a result of a competitive process utilizing a written exam prepared by an outside consultant and a panel interview.

(1) The panel for the interview shall consist of one Lieutenant selected by the Chief of Police, one Sergeant selected by the FOP, and one Sergeant selected by the other two panel members.

(2) Eligibility for participating in the Panel Interview component of the promotional process shall be conditioned on passing the written examination with a minimum score of 70%, carried to the fifth decimal point. The Panel Interview score must be 70% or greater to continue in the promotional process.

(D) A representative from the Union shall be permitted to observe the written examination and panel interviews.

E) Candidates will receive one-half (½) point for each year of continuous service after the first five (5) years of continuous service as a BRPSD law enforcement officer up to a maximum of 2.5 points. An authorized leave of absence shall not be considered an interruption of continuous service for purposes of this Article.

(F) College points will be applied only if the employee has completed and received his/her degree and such degree is from a college listed in the U.S. Department of Education database of accredited postsecondary institutions and programs.

(1) College points will be applied in the following manner:

(i) Two (2) points for a Bachelor's degree

or

(ii) Three (3) points for a Master's degree or higher.

(2) No more than three (3) college points may be applied.

(G) The promotional score shall be tabulated in the following manner.

a) Written examination 50%

b) Panel Interview 50%

c) Seniority points As set forth in subparagraph (E).

d) College points As set forth in subparagraph (F)

(H) After the completion of the entire promotional process, a final list shall be certified by the Director of Human Resources and immediately forwarded to the Chief of Police and the Union. The promotional list shall be valid for one (1) year from the date of certification.

(I) For each promotion to the rank of Sergeant, the Chief of Police shall select any one (1) of the top five (5) qualified candidates on the final list at any time there is a vacancy.

(J) Each promoted employee shall serve a one (1) year probationary period from the effective date of the promotion. For employees absent from work over 168 hours, the Chief of Police may extend the probationary period for the period of the absence(s) up to one (1) additional year to further evaluate an employee's performance.

## SECTION 2: Promotional Process for Lieutenant

- (A) To be eligible to test for the rank of Lieutenant, the candidate must have been a BRPSD Sergeant for two (2) consecutive years.
- (B) The City will announce the promotional processes for Lieutenant at least forty-five (45) days in advance. The announcement will include the areas that the examination will cover. The City shall provide all materials to each employee taking the Lieutenant examination.
- (C) All promotions to the rank of Lieutenant shall be made as a result of a competitive process utilizing a written examination prepared by an outside consultant and a panel interview.
  - (1) The panel for the Lieutenant interviews shall consist of one Captain selected by the Chief of Police, one Captain selected by the FOP, and one Captain selected by the other two panel members.
  - (2) Eligibility for participating in the Panel Interview component of the promotional process shall be conditioned on passing the written examination with a minimum score of 70%, carried to the fifth decimal point. The Panel Interview score must be 70% or greater to continue in the promotional process.
- (D) A representative from the Union shall be permitted to observe the written examination and panel interviews.
- (E) Candidates will receive one-half (½) point for each year of continuous service after two (2) years of continuous service as a BRPSD Sergeant up to a maximum of 2.5 points. An authorized leave of absence shall not be considered an interruption of continuous service for purposes of this Article.
- (F) College points will be applied only if the employee has completed and received his/her degree and such degree is from a college listed in the U.S. Department of Education database of accredited postsecondary institutions and programs.

(3) College points will be applied in the following manner:

(i) Two (2) points for a Bachelor's degree

or

(ii) Three (3) points for a Master's degree or higher.

(4) No more than three (3) college points may be applied.

(G) The promotional score shall be tabulated in the following manner.

a) Written examination 50%

b) Panel Interview 50%

c) Seniority points As set forth in subparagraph (E).

d) College points As set forth in subparagraph (F)

(H) After the completion of the entire promotional process, a final list shall be certified by the Director of Human Resources of all candidates who passed the written examination and Panel Interview. The final list shall be immediately forwarded to the Chief of Police and the Union. The promotional list shall be valid for one (1) year from the date of certification.

(I) Each promotion to the rank of Lieutenant may be made by the Chief of Police from the list of qualified candidates.

(J) Each promoted employee shall serve a one (1) year probationary period from the effective date of the promotion. For employees absent from work over 168 hours, the Chief of Police may extend the probationary period for the period of the absence(s) up to one (1) additional year to further evaluate an employee's performance.

SECTION 3: Upon promotion to the rank of Sergeant or Lieutenant, an employee shall be moved to step one (1) for the newly promoted rank.



ARTICLE 15  
PERFORMANCE EVALUATIONS

SECTION 1: Employees shall be evaluated at least once a year using the Halogen current online evaluation system.

SECTION 2: Whenever possible, evaluations shall be made by the supervisor under whom the employee worked during the majority of the rating period. If an employee was assigned to more than one supervisor during a rating period, then the evaluation should be a collaborative process of all supervisors to whom the employee was assigned for at least 90 days in proportion to the amount of time assigned to each supervisor.

SECTION 3: Performance evaluations may be grieved, but not arbitrated either under the grievance procedure in this Agreement or under the grievance procedure provided in the Personnel Rules and Regulations of the City, but not both. Performance evaluations may only be challenged if:

- A. The overall rating is requires improvement; and
- B. The evaluation does not cover a period of time during which the employee was on probationary status.

SECTION 4: Before any modification to the Performance Evaluation System currently in place is made, a joint committee will develop recommendations for changes, if deemed appropriate, for review and approval by the Chief of Police. The decision of the City on any changes in the Performance Evaluation System is final.

ARTICLE 16  
GRIEVANCE PROCEDURE

SECTION 1: The following is the **sole and exclusive method** ~~the procedure~~ for the resolution of grievances, which are defined as disputes involving interpretation or application of the Agreement, and disputes involving disciplinary actions, except verbal supervisory coachings, and memoranda of counseling.

SECTION 2: Every effort shall be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit shall be advanced to the next step, provided such intent is communicated in writing to the appropriate management representative no later than ten (10) calendar days after the expiration of the time limit. Time limits provided herein may be extended if mutually agreed upon by management and the FOP representative. For the purpose of this article, the calculation of time periods shall begin on the day following the event giving rise to the grievance or on the day following the date when the grievant/FOP knew or should have known of the existence of the grievance. In the case of disciplinary actions, the time for processing the grievance shall begin to run on the day following the effective date of the disciplinary action, as set forth in the notice of disciplinary action.

~~SECTION 3: The parties agree that the grievance procedure shall be the sole and exclusive method, except as otherwise provided, of resolving any dispute involving the application or interpretation of this Agreement, or any matter involving disciplinary action provided that any employee may, at the employee's option, pursue a grievance over discharge, suspension, or involuntary demotion through the procedures of the Civil Service Board rather than through this grievance procedure. An employee may utilize the grievance procedure provided in Section 4 or may utilize the civil service procedure, but not both. An employee utilizing the grievance procedure of Section 4 shall by such action conclusively abandon any right to Civil Service Board procedures. Filing a reply or request for a review of a decision of the City Manager regarding a suspension, involuntary demotion or dismissal or the filing of a request for a hearing before the Civil Service Board shall conclusively abandon any right to utilize the grievance procedures as provided in Section 4 of this Article.~~



SECTION 4 3: In the event the FOP refuses to initiate an employee's grievance at Step 1, the employee may advance his/her own grievance<sub>1</sub> and in that process<sub>1</sub> may utilize these procedures up to and including arbitration included in Article 17. The grievance shall be presented in the following manner:

STEP 1. The FOP, through any member of the Executive Board only, shall first present the grievance in writing to the employee's supervising Bureau Division Commander, within ten (10) calendar days of the date of occurrence of the event(s), which gave rise to the grievance. The grievance shall be hand delivered to the Division Commander. ~~Such contact between the FOP and the supervising Bureau Commander shall be in writing and identified as a grievance by the FOP.~~ The supervising Division Commander shall respond in writing within ten (10) calendar days of the date of receipt of the written grievance. In the event the grievance does not include all of the information required below, the supervising Division Commander may request supplementation of the grievance, in which case the Division Commander's response to the grievance shall be due ten (10) days after the date on which the written revised grievance is received.

- (1) A statement of the grievance, including date of occurrence, and details and facts upon which the grievance is based.
- (2) The Article and section of the Labor Agreement alleged to have been violated.
- (3) The action, remedy, or solution requested.
- (4) The signature of the FOP.

~~STEP 2. Any grievance, which cannot be satisfactorily settled with the employee's supervising Bureau Commander, shall next be presented by the FOP to the Division Commander within ten (10) calendar days of the date of the supervising Bureau Commander's reply.~~

~~The Division Commander shall render a decision on the grievance, in writing, within ten (10) calendar days after the date of the presentation of the grievance.~~

STEP 32. Any grievance which cannot satisfactorily be settled with the Division Commander shall next be presented to the Chief of Police or the Chief's designee. The grievance as specified in writing in Step 1 shall be presented by the FOP to the Chief or the Chief's designee within ten (10) calendar days after the date of the response of the Division Commander. The Chief of Police or designee shall within ten (10) calendar days render a decision in writing.

STEP 43. In the event the FOP is not satisfied with the disposition of the grievance by the Chief of Police, The FOP shall have the right to appeal the decision to the City Manager within ten (10) calendar days of the date of the issuance of the Chief's decision. Such appeal must be accompanied by the filing of a copy of the original grievance, together with a letter signed by the FOP requesting that the Chief's decision be reversed. The City Manager shall within ten (10) days of the date of the appeal render a decision in writing.

STEP 54. If a grievance arises from the action of an official higher than the Step 1 management representative, the grievance may be initiated at Step 2, or 3, ~~or 4~~, as appropriate, by the FOP submitting the grievance in writing within the time limits established for Step 1. The grievance shall be signed by the FOP.

## ARTICLE 17

### ARBITRATION

SECTION 1: In the event a grievance processed through the grievance procedure as provided for in this Agreement has not been resolved, the FOP may refer the grievance to arbitration by notifying the City Manager in writing. With respect to discipline, only suspensions, involuntary demotions (excluding promoted employees during their probationary period, since such demotion is not grievable) or discharge of employment may be referred to arbitration. On all other disciplinary matters, the decision of the City Manager is final. Notification for Arbitration shall be made in writing within fifteen (15) calendar days after the date the City Manager renders a decision on the grievance, as specified in Step 4 of Article 16, Grievance Procedure. Nothing herein shall prohibit the extension of time mutually agreed to by the parties.

SECTION 2: Within fifteen (15) calendar days from the date of receipt of arbitration request, if the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be asked to submit a list of seven (7) names and resumes of arbitrators. Either party may reject one list. From the lists so submitted, the parties shall alternately strike names from the list, the first strike to be decided by a toss of a coin. When the name of one person remains, said person will serve as arbitrator. Within ten (10) days of receipt of the names and resumes, the parties shall meet to select an arbitrator as described above. All arbitration hearings, unless mutually agreed otherwise, shall be held in Boca Raton, Florida.

SECTION 3: The arbitrator shall limit his or her decisions strictly to the application and interpretation of the specific provisions of this Agreement and shall be without authority to make any decisions which are contrary to, or inconsistent with, adding to, or subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law, ordinance, rule, or regulation having force and effect of law. The arbitrator shall not have the authority to consider any matters not defined as a grievance in this Agreement nor any grievance which has not been processed in accordance with the provisions of this Agreement, provided that the arbitrator shall have within his or her authority the determination as to whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. If the arbitrator determines that the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed.

SECTION 4: The arbitrator's award shall be made within thirty (30) calendar days after the conclusion of the arbitration hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension. The award shall be in writing and signed by the arbitrator, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the termination of the issues submitted. The arbitrator shall deliver a copy to each party personally or by mail, unless the parties mutually agree otherwise. The arbitrator's award shall be final and binding on both parties.

SECTION 5: Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The arbitrator's fee and any other expenses, if any, shall be equally divided between the parties. Any party desiring the transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share said cost.

ARTICLE 18  
LEAVE OF ABSENCE

SECTION 1: One leave of absence without pay for a period not to exceed six (6) months may be granted, at the sole and exclusive discretion of the City Manager, to an employee in any fiscal year.

SECTION 2: An employee who is a member of a military reserve unit and who must attend annual field training sessions is entitled to leave of absence with pay not to exceed thirty (30) days each calendar year. Presentation of military orders should be made to the Department by the employee as far in advance of the military leave period as possible.

SECTION 3: An employee who is on duly authorized paid leave of absence will continue to maintain all benefits including seniority, longevity, and insurance benefits.

SECTION 4: Disabilities Not Compensable Under Workers' Compensation Law. Full-time, permanent employees in the classified service who are totally disabled from performing their duties as a result of a non-work related disability, which for female employees shall include pregnancy, may utilize their accrued leave and/or request a leave of absence without pay for the period of their disability, but such leave shall not exceed six (6) months. Such leaves shall be requested in accordance with this Article and Personnel Policy & Procedure Memorandum II-7.

SECTION 5: Upon request, the City will assign a pregnant female employee to a light duty status during the term of her pregnancy, provided her physician certifies that she is capable of performing such duties.

ARTICLE 19  
ANNUAL LEAVE

SECTION 1: Employees shall accrue annual leave for any month in which the employee was in a paid status for at least three-quarters (3/4) of the employee's assigned schedule. The amount of leave to be credited shall be in accordance with the following schedule:

0 through 5 full years	8 hours per month
More than 5, but less than 10 full years	10 hours per month
More than 10, but less than 15 full years	12 hours per month
15 full years and over	14 hours per month

SECTION 2: Paid annual leave may not be taken during the initial twelve (12) months probationary period.

SECTION 3: Employees may accrue annual leave to a maximum of 360 hours.

SECTION 4: Upon separation from City employment, employees shall be entitled to full compensation for any earned but unused annual leave. The provisions of this Section do not apply to probationary employees.

ARTICLE 20  
SICK LEAVE

SECTION 1: The City has a right to expect regular and dependable attendance from its employees. Sick leave is provided by the City as a form of economic security, and is not to be considered a right, which an employee may use for purposes other than bona fide personal illness, injury, legal quarantine, or sickness or injury within the immediate family. Employees claiming sick leave except for the reasons stated above, or claiming sick leave to the extent that the amount of absence becomes an abuse of the sick leave benefit shall be subject to disciplinary action.

SECTION 2: Sick leave shall be granted upon approval of the Chief of Police or designee to any full-time employee contracting any illness or disability which renders such employee unable to perform the duties required by the City or as provided in Section 5 of this Article.

SECTION 3: Employees shall notify the Chief of Police or designee of illness or disability, which occurs prior to the scheduled starting work time in accordance with department policy. The expected period of absence must be stated. When illness or disability occurs during work hours, the employee shall notify the Chief of Police or designee as soon as possible.

SECTION 4(A): Full-time employees shall accrue eight (8) hours sick leave per calendar month from the date of employment, provided that only those months during which the employee has been in a paid status three-quarters (3/4) or more of his/her regular workdays shall be counted. Sick leave shall be charged by the actual hours used, but in no case shall less than one quarter hour will be charged.

4(B): On an annual basis employees with over 960 sick leave hours as of October 1, shall receive a cash payout at a percentage of the employee's current hourly rate based upon the number of sick leave hours the employee used in the preceding fiscal year according to the following schedule below:

Employees at maximum of sick leave accrual.

Sick Leave Hours Used in the Preceding fFiscal yYear	Sick Leave Payout Rate of Accrued Hours Over 960
0 – 12	75%
13 – 24	70%
25 – 36	65%
37 – 48	60%
49 – 60	55%
61 – 72	50%
73 – 84	45%
85 – 96	40%
97 – 108	35%
109 – 120	30%
> 120	25%

No employee shall receive this benefit and also be credited additional annual leave hours pursuant to SECTION 4C below, but the employee may choose to receive one or the other benefit. Family Medical Leave Act (FMLA) time shall not be counted as sick leave hours for the purposes of this provision.

4(C): Employees who have not reached the maximum sick leave accrual pursuant to Section 4(A) above, who are not separating from employment pursuant to SECTION 7 shall be credited additional annual leave hours in October of each year based upon sick leave hours the employee used in the preceding fiscal year based upon the following schedule:



Sick Leave Hours Used During the Preceding Fiscal Year	Additional Annual Leave Hours Granted for the Non-use of Sick Leave per Year
0 hours of sick leave used	8; 10; 12 (Depending upon assigned schedule) hours of additional annual leave credited to the employee's annual leave accrual
One (1) hour to twelve (12) hours of sick leave used	4; 5; 6 (Depending upon assigned schedule hours of additional annual leave credited to the employees' annual leave accrual
Thirteen (13) hours to twenty-four (24) hours of sick leave used.	2.5; 3.5; 4.0 (Depending upon assigned schedule) hours of additional annual leave credited to the employees' annual leave accrual.
More than twenty-four (24) hours of sick leave used	0 hours of additional annual leave credited to the employees' annual leave accrual

The use of accumulated additional annual leave shall be requested and may be approved in accordance with the procedures in Article 19, Annual Leave. The employee shall not have the option to receive this benefit and also receive a payment for unused sick leave above the maximum accumulation of 960 hours.

SECTION 5: Forty (40) hours of sick leave time as provided for in this Article, may be requested per contract year for serious illness or injury in the employee's immediate family, which requires the personal care and attention of the employee, and is not qualified leave under the FMLA. For the purposes of this provision, immediate family will consist of the employee's husband or wife, or dependent children, or parents, or the employee's domestic partner (as defined in the City's Personnel Rules and Regulations) or his or her dependent children. Upon request of the Chief of Police, the employee shall be required to furnish such certification from the attending physician.

SECTION 6: No sick leave shall be allowed when an employee fails to present medical documentation of the illness or disability when such is requested by the Chief of Police after four (4) consecutive shifts of sick leave usage or for any illness regardless of the sick days used which reoccurs three times during a fiscal year. The legitimate use of sick leave for those employees injured in the line of duty shall not be cause to lower the rating in an employee's evaluation under the category of Attendance and Punctuality, unless the injury is caused by the employee's negligence.

SECTION 7: Upon an employee's permanent separation from the City, or upon death, the employee or the employee's beneficiary shall receive a payment for accumulated sick leave at a percentage of the employee's current hourly rate based upon the average per year of hours of sick leave used in the preceding twenty-four (24) month of employment before the date of permanent separation from employment according to the following schedule.

Annual Average <del>Of</del> Sick Leave Hours Used <del>in</del> <del>the</del> Preceding Twenty-Four Months Prior <del>To</del> Date <del>Of</del> Separation	Sick Leave Payout Rate
0 – 12	75.00%
13 – 24	70.00%
25 – 36	65.00%
37 – 48	60.00%
49 – 60	55.00%
61 – 72	50.00%
73 – 84	45.00%
85 – 96	40.00%
97 – 108	35.00%
109 – 120	30.00%
> 120	25.00%

ARTICLE 21  
FUNERAL LEAVE

SECTION 1: In the event of the death of the mother, father, stepmother, stepfather, brother, sister, husband, wife, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, of an employee, step-child, step-sibling, or domestic partner of an employee (as defined in the City's Personnel Rules and Regulations) or of a domestic partner's child(ren), parents, siblings or grandparents, such employee shall be entitled to funeral leave for the purpose of arranging for, and attending, said relative's funeral for a period of time not to exceed three (3) work days for any one death.

SECTION 2: If it is necessary for the employee to leave the state in connection with a death as described and for the purposes set forth in Section 1 of this Article, up to five (5) workdays may be allowed, if necessary.

SECTION 3: An employee on funeral leave provided in this Article shall be paid for such hours, which the employee would normally be scheduled to work.

SECTION 4: The City reserves the right to require documentation supporting compliance with the provisions of this Article after the employee returns to work.

SECTION 5: The provisions of this Section shall not apply to employees who fail to contact the employer prior to taking such leave or as soon as possible thereafter.

## ARTICLE 22 DISABILITY LEAVE

SECTION 1: An employee who is disabled because of an injury arising out of and in the course and scope of employment with the City determined to be compensable under the provisions of the Worker's Compensation Law to an extent that he cannot perform any work, shall be entitled to disability leave at the employee's regular rate of pay as provided in this Article except where applicable State law provides a greater benefit. When in a disability leave status, an employee who is granted Worker's Compensation, Social Security, or other benefits will be paid the difference between those benefits and the employee's regular rate of pay for the hours the employee would otherwise have been regularly scheduled to work.

SECTION 2: When a City authorized physician and/or psychologist in consultation with the employee's physician and/or psychologist determines that the employee is medically or psychologically fit to return to work, the employee shall return to work or lose the benefits of this Article.

SECTION 3: An employee temporarily assigned to other work shall be paid at the employee's regular rate of pay and it is understood that an assignment to other work shall be considered as a temporary reassignment and shall not be considered a reclassification.

SECTION 4: No pay under this Article shall be allowed where the disability is feigned in the opinion of the City Physician and/or psychologist in consultation with the employee's principal treating physician and/or psychologist; where the disability is intentionally self-inflicted; or where the disability continues as a result of the employee's failure to fully cooperate with medical advice or corrective therapy; or where drugs/alcohol are present at the time of injury.

SECTION 5: Employees who receive retroactive or lump sum Worker's Compensation, Social Security, pension benefits, or other benefits for the period in which the employee receives pay under this Article shall reimburse the City for pay which would otherwise have been deducted in calculating payments under this Article or shall have such amounts deducted from future payments.

SECTION 6: The City will provide guidance as to the procedures to be followed in seeking ~~Worker's Compensation, Social Security, and to~~ pension benefits, upon request.

SECTION 7: Employees receiving benefits under this Article who are not performing work shall not accrue sick and annual leave or holiday benefits. When an employee has been on disability leave and/or in a light duty status with pay in excess of seven (7) calendar days of his annual rating period, his performance evaluation shall be based on those days in which he was in a work status. Light duty is considered a work status; therefore, seniority, performance evaluations, and step increases shall not be affected by light duty status resulting from a service-related disability.

SECTION 8: Subject to the provisions of this Article, employees are eligible for disability leave benefits within the period commencing on the day following 30 consecutive calendar days after date of the occurrence which gave rise to the original injury or following 30 consecutive calendar days after said injury first became disabling to the point where the employee could no longer perform within the employee's classification and ending 365 calendar days thereafter. Provided, however, that if prior to the expiration of this eligibility entitlement, the Pension Board rules on the employee's pension application, as submitted by the employee or the City Manager, the entitlement to disability leave shall terminate except when an appeal through the Pension Board's formal hearing is requested, if it is filed and pursued in a timely manner. The City will do its best, subject to the availability of light duty or special projects, as recommended by the Chief of Police and approved by the City Manager, to keep an employee in paid status until the first formal hearing before the Pension Board.

Upon the expiration of the employee's disability leave entitlement, as defined in this Section, the City Manager shall permanently reassign the employee to another classification in or out of the bargaining unit which the employee is fully qualified to perform; or if no such vacancy exists as of the date the disability leave entitlement expires, there shall exist just cause to terminate the employee. Similarly, refusal to accept a reassignment to another classification shall constitute just cause for termination.

SECTION 9: Nothing in this Article shall prevent the City from rehiring or reassigning an employee who was previously permanently reassigned or terminated under Section 8 above, provided:

- (A) The employee is, in the opinion of a City authorized physician and/or psychologist, in consultation with the employee's principal treating physician and/or psychologist, permanently recovered to the extent that he can perform in full the duties of a certified Police Officer, and;

- (B) The employee is otherwise fully qualified for the vacant position, including, without limitation, certification from the State of Florida as a certified Police Officer.

Should an employee be rehired or reassigned to a vacant position within the bargaining unit:

- (A) The employee shall retain his current or last rate of pay, whichever is higher, provided it does not exceed the maximum pay of the classification to which the employee is rehired or reassigned;
- (B) The employee's seniority within the Police Services Department shall be determined as if the employee was on a leave of absence.

SECTION 10: In the event of an off-duty injury that incapacitates an employee, rendering them unable to fulfill their duties, the Chief of Police may assign them light duty, if available, during such period of non-duty related disability. The Chief of Police shall determine the duration of such assignment.

SECTION 11: With respect to any disagreement regarding medical determinations made in Sections 2, 4 and 9(A) of this Article, the City's authorized physician and/or psychologist and the employee's principal treating physician and/or psychologist shall select a third qualified, licensed and neutral physician and/or psychologist to conduct an examination of the employee. The medical determination made by the neutral physician and/or psychologist shall be final and binding on all parties. All costs incurred emanating from the examination by the neutral physician and/or psychologist shall be divided and paid one half by the City and one half by the employee.

ARTICLE 23  
HOLIDAYS

SECTION 1: All employees covered by this Agreement shall be paid for twelve (12) holidays, as herein designated

SECTION 2: The following holidays shall be observed:

New Year's Day	January 1
Martin Luther King's Birthday	The third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Columbus Day	The second Monday in October
Veterans Day	November 11
Thanksgiving Day	The fourth Thursday in November
Christmas Day	December 25
Two Floating Holidays	Equal to two (2) shifts, depending upon the employees current shift assignment (i.e. an employee assigned to 12 hour shift would receive 24 hours of floating holiday time, while another employee assigned to an 8 hour shift will receive 16 hours of floating holiday time, etc.)



Whenever New Year's Day, Independence Day, Christmas Day, or Veterans Day falls on a Saturday, the Friday immediately preceding shall be observed. Whenever these specific holidays fall on a Sunday, the Monday immediately following shall be observed.

SECTION 3: For each observed holiday, an employee shall be entitled to eight (8) hours pay at an employee's regular rate of pay, provided that said employee is on authorized leave or works the scheduled work day before and after the holiday, provided that employees shall not receive holiday pay under this Section and pay for leave. In lieu of holiday pay on a holiday where an employee actually works, the employee may accrue such time as annual leave, subject to the maximum accrual rate for annual leave set forth in Article 19.

SECTION 4: An employee required to work an observed holiday shall be compensated at the employee's regular rate of pay for the hours actually worked. Employees covered by this Agreement will not be directed, on an individual basis, to take a holiday off on their normal workday unless the employee requests time off and the employee's request is approved by the department. Nothing in this Section shall be construed to limit the Department to suspend certain operations, sections, or units on the day observed as the holiday.

SECTION 5: Employees who wish to have holiday pay deducted from their paycheck and deposited in the Credit Union may do so by completing a form supplied by the employer for that purpose.



ARTICLE 24  
EQUIPMENT AND MAINTENANCE

SECTION 1: Each newly hired sworn Officer shall be issued the following equipment for use during the time of his employment with the City: six (6) shirts, four (4) pants, one (1) hat, one (1) winter jacket, one (1) windbreaker jacket, one (1) hat badge, one (1) whistle, embroidered name tags, one (1) uniform badge, EMDD Device, chemical agent and accessories to include handcuffs and case, one (1) service weapon, cartridge case and shells, holster, reflectorized raincoat, web gear and impact weapon. Newly hired sworn officers shall be issued either a National Institute of Justice Standard 0101.06 threat level II or IIIA ballistic vest based upon their preference. All sworn officers shall have the choice of a National Institute of Justice Standard 0101.06 threat level II or IIIA vest when their vest is scheduled to be replaced as a part of the normal replacement or when in disrepair at no cost to the employee. The City shall also replace a vest that no longer fits an employee once during their career at no cost to the employee.

All employees are required to wear their Ballistic vest while in any issued uniform. The Chief of Police has the right to deviate from said policy (i.e. Marine Unit, Training, etc.). All issued equipment, including that listed above, which is damaged, lost, or stolen through negligence, will be replaced at the employee's expense. This provision shall not apply to motor vehicles. The Chief of Police may substitute the assigned equipment at his/her sole discretion.

SECTION 2: All employees will be authorized an annual payment for uniform and non-uniform maintenance in the amount of \$1,300. The payment shall be made in twenty-six equal installments and shall not be included in the definition of pensionable wages. Employees assigned as an investigator in the Investigative Bureau or to the Professional Standards Bureau shall receive an additional \$1,000 per year, paid and prorated as described above. The shoe allowance is included in this payment.

SECTION 3: To maintain the standards required by the Department for appearance, each uniformed employee will receive replacements of Department issued equipment as needed.

SECTION 4: The provisions of the City Take-Home Vehicle Program shall be as follows:

- All bargaining unit members who completed the Field Training Program and who live within Palm Beach or Broward County shall receive a take-home vehicle.

- Those bargaining unit members who live within the City limits shall be provided vehicles at no cost to the employee.
- Those bargaining unit members who are provided vehicles and who live outside the City limits shall pay \$20 month.

With the exception of the provisions of this Article the City may amend, from time to time, other provisions of the Take-Home Vehicle Program.

SECTION 5: The Chief of Police may suspend or terminate any employee's take-home vehicle privileges, including without limitation for a violation of Boca Raton Police Department Directive 41.237 LAW ENFORCEMENT OFFICERS TAKE HOME VEHICLE PROGRAM. The Union may file a grievance to such discipline as provided in Article 16 of this Agreement but may not arbitrate a suspension or termination of the take-home vehicle privilege.

SECTION 6: All employees assigned a take-home vehicle shall take whatever steps necessary to include in their personal automobile insurance policy liability coverage for bodily injury and property damage occurring while driving a City owned vehicle, sometimes referred to as "Extended Non-Owned Coverage," in an amount not less than \$100,000 per person and \$300,000 per occurrence (\$100,000/\$300,000).

SECTION 7: Employees assigned a take-home vehicle as of the effective date of this Agreement shall submit evidence of the required coverage identified in Section 6 above within thirty (30) days of the effective date of this Agreement or forfeit the take-home vehicle and, thereafter, shall submit evidence annually or upon renewal of the insurance policy or forfeit the vehicle. All other employees shall submit evidence of the required coverage identified in Section 6 above prior to delivery or assignment of a take-home vehicle and thereafter shall submit such evidence annually or upon renewal of the insurance policy or forfeit the vehicle.

SECTION 8: The rules and regulations, including assignment criteria, rules regarding personal use, and removal of take-home vehicle privileges, shall be at the discretion of the Police Chief pursuant to Police Department Directive 41.237.

ARTICLE 25  
TUITION REIMBURSEMENT

SECTION 1: The plan shall be applicable to any full-time employee of the City who has been employed by the City for a minimum of twelve (12) months prior to the date on which the employee makes the request for participation.

SECTION 2: This plan is applicable only to educational programs offered by post-secondary, accredited institutions.

SECTION 3: The employee must meet the entrance requirements of the educational institution offering the chosen program. The employee must have the approval of the City Manager or designee prior to enrollment in the program.

SECTION 4: The program and or course must be related to the needs of the City in that it has the potential to improve the performance level of the employee in the employee's present assignment or develops an employee's ability and knowledge to meet the need of future assignments within the City.

SECTION 5: Subject to the availability of funds in the employee's Department, upon completion of a course in an approved program, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade "C" .....	50% Reimbursement
Course Grade "B" or "Pass" .....	75% Reimbursement
Course Grade "A" .....	100% Reimbursement

SECTION 6: Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic University for a Bachelor's degree program or Palm Beach State College for an Associate's degree program.

SECTION 7: If an employee voluntarily terminates employment within one (1) year of receiving a tuition refund, the employee shall reimburse the City for the amount received in the most recent refund by deduction from any final pay to which the employee would otherwise be entitled, or by such other means as may be necessary to recover the sum.

SECTION 8: During the term of this Agreement, an employee who has or acquires ~~at least 90 semester hours toward a baccalaureate degree~~ **from a college listed in the U.S. Department of Education database of accredited postsecondary institutions and programs.** ~~in Public Administration, Business Administration, Law Enforcement, Criminal Justice or who is awarded a Masters Degree in those disciplines~~ shall receive a professional development bonus of \$150.00 annually. The bonus shall be payable upon verification of the educational attainment by the Chief of Police. The benefit shall be paid in the first payroll period in December.

ARTICLE 26  
MEDICAL INSURANCE

SECTION 1: The City will pay in full the single coverage premium for a basic medical, surgical, hospitalization, dental and vision care, and major medical insurance for all full-time probationary or permanent employees and any additional increases in the premium during the term of this Agreement for such coverage. The City reserves the right to select the carrier and to determine the level of benefits.

SECTION 2: The City shall maintain a plan for the payment of premium costs with pre-tax dollars under Section 125 of the Internal Revenue Service Code.

SECTION 3: Employees requesting dependent coverage will pay the employee contribution cost of such coverage and any additional increases in premiums during the term of this Agreement.

SECTION 4: Employees selecting single coverage under plan options other than the basic medical referred to in Section 1 above, will pay the additional cost of the employee contribution for such coverage and any additional increase in premiums during the term of this Agreement.

~~SECTION 5: The FOP reserves the right and option to discontinue medical insurance through the City in favor of an Insurance Trust Fund (FOP Health Plan) for calendar year 2016 and/or 2017. The FOP shall notify the City no later than June 1 of the calendar year preceding the proposed change of its intent to opt out of the City's medical insurance plan and to provide medical insurance through the FOP Health Plan. The City and the FOP shall negotiate the City's contribution to the FOP Health Plan, provided the FOP gives timely notice. In the event the parties do not reach an agreement by June 30, the parties mutually agree to maintain medical insurance coverage as outlined in Sections 1 through 4 of this article for the remainder of this contract term.~~

ARTICLE 27  
DEATH BENEFITS

SECTION 1: The City shall maintain Special Hazard Insurance for employees covered by this Agreement in the amount of \$25,000 per employee or in the amount established by Section 112.19, Florida Statutes, whichever coverage amount is greater.

SECTION 2: The City will support efforts to secure full benefits from the State Workers' Compensation, Social Security, and City Pension Plan, both administratively and legally, for the surviving family members of any employee killed in the line of duty.

ARTICLE 28  
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

SECTION 1: **With the exception of Lieutenants**, employees performing temporary work in a higher classification for an entire shift or more shall receive an eight percent (8%) supplement added to their base wage rate or the minimum of the higher classification, whichever is greater, for all hours worked in the higher classification, retroactive to the first day of the temporary assignment. Such supplement shall be paid in the appropriate payroll period.

ARTICLE 29  
LONGEVITY

~~SECTION 1: On December 1, 2014 employees with continuous uninterrupted service shall receive a longevity benefit on the following basis: (the amount authorized by the collective bargaining agreement in effect on September 30, 2014):~~

~~More than 5 full years, but less..... \$ 600  
than 10 full years~~

~~More than 10 full years, but less..... \$1,025  
than 15 full years~~

~~15 full years and over..... \$1,225~~

~~Effective 1, 2015, o~~On December 1<sup>st</sup> of each year, employees with continuous uninterrupted service shall receive a longevity benefit on the following basis:

More than 10 full years, but less.....\$1,500  
than 15 full years

15 full years and over.....\$2,000



ARTICLE 30  
WORK WEEK AND OVERTIME

SECTION 1: ~~Eighty (80) hours within a fourteen (14) day period shall constitute a normal work cycle for employees covered by this Agreement. Employees may be assigned to a work cycle, which provides for regular work assignments, which are more or less than eighty (80) hours within a fourteen (14) day period, provided that the assigned hours worked average eighty (80) hours per fourteen (14) day period over a reasonable period of time, not to exceed three (3) months. Employees who are assigned to a twelve (12) hour duty schedule will normally work seven (7) twelve (12) hour shifts in a two (2) week period. These employees will be given a twelve (12) hour shift off with pay every six (6) weeks.~~

Employees who are assigned to an eight (8) hour duty schedule will work ten (10) eight hour shifts in a fourteen (14) day work period, which shall constitute a normal work cycle. Employees who are assigned to a ten (10) hour duty schedule will work eight (8) ten hour shifts in a fourteen (14) day work period, which shall constitute a normal work cycle. Employees who are assigned to a twelve (12) hour duty schedule will work seven (7) twelve hour shifts in a fourteen (14) day work period, which shall constitute a normal work cycle. Employees on an eight (8) hour duty schedule or a ten (10) hour duty schedule who work in excess of eighty (80) hours in a fourteen (14) day work period will be paid overtime for all hours worked in excess of eighty (80) hours. Employees on a twelve (12) hour duty schedule who work in excess of eighty-four (84) hours in a fourteen (14) day work period will be paid overtime for all hours worked in excess of eighty-four (84) hours.

SECTION 2: Employees with 18 or more years of continuous service with the City as a sworn employee and sworn employees employed prior to October 1, 2007, with 18 or more years of continuous service with the City, ~~shall have the option to work this shift and shall be paid at time and one half (1 1/2) his/her current base rate of pay for all hours worked. Employees with 18 or more years of service assigned to a ten (10) hour shift schedule or an eight (8) hour shift schedule shall have the option to work one additional eight (8) hour shift per month to be determined by management, not to exceed ninety-six (96) hours in a twelve (12) month period and shall be paid at time and one half (1 1/2) his/her current base rate of pay for all hours worked. The assignment to be worked will be determined by management. Employees who have entered the Deferred Retirement Option Program (DROP) are not eligible for this shift in this section. shall not exceed eighty four (84) hours in this section.~~

SECTION 3: ~~Hours worked in addition to the normally scheduled total work hours within the fourteen (14) day period shall be compensated at time and one-half (1 1/2) the employee's base rate of pay.~~ For all overtime, scheduled and unscheduled, the employee assigned must be within one rank of the vacancy causing the overtime. For example, a Lieutenant may work an overtime shift for a Sergeant and a Sergeant may work an overtime shift for an Officer, but a Lieutenant shall not be permitted to work an overtime shift for an Officer without the express permission of the Chief of Police. Lieutenants may also work the Bicycle Unit Details, Wave Runner Details, ATV Details, Events (Concerts, Parades, Shows, Etc.) and Traffic Task Force but only if assigned by management. Details posted at the monthly detail selection meetings shall be available to Lieutenants at their regular overtime rate of pay. For compensation purposes, hours worked includes hours actually worked plus authorized leave. For the purpose of this Agreement, authorized leave shall include sick leave, annual leave, authorized paid leave, educational leave, holidays, and compensation leave.

SECTION 4: Overtime for work performed after the employee's tour of duty will only be paid after the employee has worked over fifteen (15) minutes.

SECTION 5: Notice of any change in employee's regular hours of work will normally be given when the employee is on an assigned work shift or within twenty-four (24) hours prior to the next scheduled duty shift, except where an emergency exists.

SECTION 6: Employees shall be paid for overtime or accrue and maintain compensatory time at their election, up to a maximum of eighty (80) hours. On or after the Ordinance Adoption Date (as defined in Section 1 of Article 34), employees shall be paid overtime or accrue and maintain compensatory time at their election up to a maximum of one hundred and twenty (120) hours.

SECTION 7: Employees who exceed a maximum accrual of compensatory time shall be compensated in cash.

SECTION 8: Work schedules will not be altered within a work cycle to avoid the payment of overtime, except in the case of department directed training programs.

SECTION 9: When an employee is issued disciplinary action, which would include suspension without pay, the City will determine whether the first twenty-four (24) hours will be served as time off without pay or deducted from the employee's annual leave bank. Additional hours may be

deducted from the employee's annual leave bank and/or floating holiday time, at the employee's option.

~~SECTION 10: When employees are required to attend the Southern Police Institute, at Louisville, F.B.I. National Academy, or Northwestern Traffic Academy, they will receive a weekly stipend of \$125 when no meals are provided and \$75 when meals are provided. Receipted copying costs will be reimbursed. These payments are in lieu of per diem costs.~~

## ARTICLE 31

### COURT TIME

SECTION 1: Court time is that time an employee is required to appear in court or give a deposition as a result of action taken within the scope of employment. Compensation for the court time outside of the normal work period shall be a minimum of three (3) hours pay at time and one-half. Any additional overtime for each appearance will be compensated in accordance with the workweek and overtime Article. Employees shall be paid for one three hour call back if subsequent court appearances occur in the same three hour time period. Any court appearances immediately after the three hour minimum court period shall be a continuation of the three hour court call back period. Any additional court appearances in the same day but separated by 60 minutes or more and outside the initial court minimum time shall be subject to an additional three (3) hour minimum.

SECTION 2: No witness or subpoena fees will be accepted by an employee for an off duty appearance. Employees will be entitled to the IRS mileage allowance to and from the employee's place of permanent residence for a required court appearance outside the City limits of Boca Raton, unless a travel fee is paid by said Court or unless transportation is provided by the City. Employees will be permitted to accept deposition fees from private attorneys.

ARTICLE 32  
CALLBACK

SECTION 1: Employees ordered to return to duty not on their regularly assigned shift, shall be paid the actual time worked, but not less than three (3) hours at time and one-half.

SECTION 2: Callback rates shall apply to each successive incident whereupon an employee is called to duty outside the employee's normal working hours.

SECTION 3: Time and one-half pay described in Sections 1 and 2 will only apply to work performed outside normal duty hours.

SECTION 4: Employees returning to work on callback assignment may or may not be required to work the minimum hours for which payment is guaranteed at the sole discretion of an on-duty supervisor.

**SECTION 5: During declared emergencies, call back provisions shall not apply to employees called in to address the emergency.**

ARTICLE 33  
WAGES

SECTION 1: Salaries will be increased on the step system in the following manner: Salaries shall be as listed in Appendix 'B' attached.

- Effective October 1, 2014 ~~17~~ there shall be a \$5,400 to \$6,300 increase ~~2%~~ increase to each step as reflected in the attached Step Plan (as set forth in Appendix 'B').
- Effective October 1, 2015 ~~18~~ there shall be a 23% increase to each step as reflected in the attached Step Plan (as set forth in Appendix 'B').
- Effective October 1, 2016 ~~19~~ there shall be a 23% increase to each step as reflected in the attached Step Plan (as set forth in Appendix 'B').
- All Employees shall move through the steps of the Step Plan on their anniversary date, provided they receive a meets expectations evaluation.

SECTION 2: With the exception of additional compensation paid to Field Training Officers, no bargaining unit member's base salary may exceed the maximum salary set forth with respect to the applicable position. Bargaining unit members shall be rated "Significantly Exceeds Expectations", "Exceeds Expectations", "Meets Expectations", or "Requires Improvement".

SECTION 3: Field Training Officers shall receive an increase in their base rate of pay in the amount of 5% during their first three years of service as a Field Training Officer and 7.5% for all years after. The years serving as a Field Training Officer are cumulative and total and shall not be required to be consecutive. The designated employee(s) shall receive the monetary increase for the duration of the Field Training Officer assignment, whether in the process of training or not. The monetary increase shall commence in the pay period following the date this Agreement shall take effect. The City shall have the right to determine the selection of FTO's and the number of rank of Officer in the FTO program.

SECTION 4: Employees assigned as investigators, K-9 officers, ~~to the Investigative Bureau and tactical patrol officers~~ shall receive \$1,000.00 annually as assignment pay to be paid in two (2) \$500 increments in October and April.

## ARTICLE 34

### PENSION

~~SECTION 1: Following ratification of this Agreement, the parties agree that the terms and provisions of Chapter 12 of the Code of Ordinances of the City of Boca Raton shall remain in effect, but shall be amended as provided below. For the purpose of this Article, "Ordinance Adoption Date" shall mean April 14, 2015.~~

A. ~~For members retiring on or after the Ordinance Adoption Date, the maximum normal retirement benefit (when applied to the normal form of benefit) at the time of retirement shall be 77% of average monthly earnings. Notwithstanding the foregoing, for members who have purchased past service pursuant to Section 12-154 on or before the Ordinance Adoption Date, the maximum retirement benefit of 77% shall be increased to include the percentage attributable to the previously purchased past service, but in such event the maximum normal retirement benefit (when applied to the normal form of benefit) at the time of retirement shall not exceed 87.5% of average monthly earnings. Past service purchased after the Ordinance Adoption Date shall not increase the maximum retirement benefit above 77%. For early retirement calculations, the maximum retirement benefit referenced above shall be applied before the reduction based upon early retirement.~~

B. ~~On and after the Ordinance Adoption Date, the calculation of all retirement benefits, elections, adjustments, and any other payments/calculations shall include the actuarial impact of the "annual increases," including, but not limited to, any optional forms of pension benefits.~~

C. ~~The maximum retirement benefit specified in Subsection A above does not apply to "annual increases" or "retirement supplements" as provided for in the Plan. For example, a member could receive a normal retirement benefit calculated as provided in Subsection A (subject to the maximum benefit), and in addition receive a retirement supplement of \$10.50 per month per year of continuous service. Further, a member may also receive, in addition to the normal retirement benefit, increases in the benefit above the maximum as a result of "annual increases" after retirement.~~

D. ~~Any member employed as of the Ordinance Adoption Date (i) who becomes vested in the Plan (in accordance with the terms of the Plan), and (ii) who terminates employment (iii) without immediate eligibility for retirement under the "normal retirement date" provision of the Plan (See Section 12-153(1), Code of Ordinance), shall not receive any "annual increases" (See Section 12-153(12), Code of Ordinances) applicable to the period of service after the Ordinance Adoption Date. Any member who commences employment on and after the Ordinance Adoption Date who terminates employment without immediate eligibility for retirement under the "normal retirement date" provision of the Plan shall not receive any "annual increases."~~



~~E. On and after the Ordinance Adoption Date, the definition of Average Monthly Earnings, as set forth in the Plan, shall be amended to provide that the Average Monthly Earnings shall be based on the arithmetic average calculated using "the three (3) consecutive years immediately preceding the actual retirement or termination date of a member or the date the member begins participation in the DROP." Notwithstanding the foregoing, for the period from the Ordinance Adoption Date through September 30, 2017, the Average Monthly Earnings shall be based on the arithmetic average calculated using the greater of: (a) the definition of Earnings in effect on the date immediately prior to the Ordinance Adoption Date (the 2 year average), or (b) the definition of Earnings set forth in the preceding sentence.~~

~~F. The definition of Earnings, as set forth in the Plan, shall be amended to provide that, on and after the Ordinance Adoption Date, "continuous service benefit (annual longevity)" shall no longer be included.~~

~~G. The definition of Earnings, as set forth in the Plan, shall be amended to provide that, for members commencing employment on and after the Ordinance Adoption Date, "overtime compensation" shall no longer be included.~~

~~H. Effective October 1, 2014, the contribution rate for all members shall be increased to eleven and one-half percent (11.5%) and Section 12-133(1)(b), Code of Ordinances shall be amended as follows:~~

~~Commencing October 1, 2004 and until October 26, 2010, police officer members of the retirement system shall make regular contributions to the trust fund at a rate equal to 9.2 percent of their annual earnings. Commencing October 26, 2010 and until September 30, 2014, police officer members of the retirement system shall make regular contributions to the trust fund at a rate equal to 10.2 percent of their annual earnings. Commencing October 1, 2014, police officer members of the retirement system shall make regular contributions to the trust fund at a rate equal to 11.5 percent of their annual earnings. In the event the city's contribution to the trust fund, made pursuant to subsection (3) herein, should decrease to less than 10.2 percent as determined by an annual actuarial valuation report for the plan establishing the required city contribution for the fiscal year beginning on October 1, the contribution made by police officer members shall be reduced to 9.2 percent commencing with the second payday immediately following October 1 of the plan year specified in the annual actuarial valuation report.~~

~~I. On and after the Ordinance Adoption Date, "annual increases" as provided in Section 12-153(12), Code of Ordinances, shall be amended for members who elect to participate in the DROP as follows: the commencement of payment of the "annual increase" shall be delayed for a period of three (3) years following the date of entry into the DROP, or for a period of one (1) year following the date of termination of employment, whichever is earlier. For members who do not participate in the DROP, "annual increases" shall be as provided in Section 12-153(12), Code of Ordinances.~~



J. ~~All references in the Plan to a maximum benefit, applicable to the period after the Ordinance Adoption Date, of 75% shall be modified to refer to the maximums referenced in Section A, above.~~

K. ~~There shall not be, as a result of the modifications provided herein, any reduction in any member's accrued benefit. Further, there shall be no changes to benefits, past or future, for any member who is immediately eligible for retirement under the "normal retirement date" provision of the Plan (See Sections 12-131(1) and 12-153(1), Code of Ordinance) as of the Ordinance Adoption Date.~~

SECTION 1: Following ratification of this Agreement, the parties agree that the terms and provisions of Chapter 12 of the Code of Ordinances of the City of Boca Raton shall remain in effect, but shall be amended as provided below. For the purpose of this Article, "Ordinance Adoption Date" shall mean [ ] (insert effective date of ordinance amending the pension plan).

A. For members retiring on or after the Ordinance Adoption Date, the maximum normal retirement benefit (when applied to the normal form of benefit) at the time of retirement shall be 84% of average monthly earnings. Past service purchased on or after the Ordinance Adoption Date shall not increase the maximum retirement benefit above 84%. For early retirement calculations, the maximum retirement benefit referenced above shall be applied before the reduction based upon early retirement.

B A. The City and the Union mutually agree that all premium tax revenues received pursuant to Chapter 185 Florida Statutes will continue to be used to reduce City pension contributions for as long as the City participates in Chapter 185, and that a share plan will be created but will not be funded until such time as the parties mutually agree to allocate premium tax revenues to the share plan.

C. B. On and after the Ordinance Adoption Date, employees who transfer from the General Employees' Pension Plan to become members of the Police and Firefighters' Retirement

Plan ("Plan"), as authorized in Section 12-144, Code of Ordinances, shall not receive annual increases, pursuant to Section 12-153(12), Code of Ordinances, on the portion of the accrued pension benefit that was earned while a member of the General Employees' Pension Plan.

D. G. On and after the Ordinance Adoption Date, a member's election to participate in the Deferred Retirement Option Plan ("DROP"), pursuant to Section 12-153(9), Code of Ordinances, shall be made in writing on a form approved by the City and provided to the member by the Board of Trustees of the Plan and such election shall be irrevocable. As a condition of participating in the DROP, the member shall agree to: (1) terminate employment at the end of the DROP participation period, and (2) submit an irrevocable, unconditional letter of resignation prior to entering the DROP, which resignation shall occur on the date the DROP participation period ends. The DROP election form and letter of resignation shall be submitted to the Board and the City at least 30 days prior to the date the member begins participating in the DROP.

E. D. Section 12-154(1) and Section 12-154(2) of the Code of Ordinances, shall be amended to establish that, on and after the Ordinance Adoption Date, the cost to purchase past service credit for prior military or full time employment as a police officer shall be the greater of (1) the amount determined by multiplying the member's contribution rate on the date of purchase of past service credit by his or her earnings on the date of purchase of past service credit, and then multiplying the result by the number of year(s) of past service credit to be purchased or (2) the actuarial cost of the purchase of prior service credit as determined by the Plan's actuary. In no event shall the total number of years of past service credit purchased by an employee exceed five (5) years.

F. E. The ordinance shall be amended to eliminate the reference to Section 112.061, Florida Statutes in Section 12-134(6), Code of Ordinances, and to add that, on and after the Ordinance Adoption Date, trustees may be reimbursed for all necessary expenses incurred for trustee travel in accordance with the City's adopted travel policy.

ARTICLE 35  
SUBSTANCE ABUSE

SECTION 1: Bargaining unit employees shall not use, possess, dispense, or sell any drug/ chemical substance not prescribed for use by a licensed physician or any substance that is illegal in the State of Florida, (except where directed by the Chief of Police), and, shall not use prescribed medication in a manner that does not substantially conform to the direction of the prescribing physician. Also, self-impairment due to drugs, or alcohol to a blood/ alcohol measure of .05 **0.04** or more while on duty is similarly prohibited. **Any use of cannabis in any form is prohibited, even if prescribed by a physician or legally available.**

SECTION 2: DRUG/ALCOHOL TESTING: Employees are subject to urinalysis and/ or blood testing as required by the City to detect the presence of drugs/ chemical substances and/ or alcohol when:

- (a) It is part of a scheduled physical examination, which is provided to the employee at City expense.
- (b) Management has a reasonable belief based on objective factors that the employee may be acting in violation of Section 1 of this Article.

SECTION 3: RANDOM TESTING: Because of the nature of its mission and the importance of its responsibility, the Police Department must provide its employees and the public with overt assurance that its sworn staff is unimpaired by drugs/chemical substances and/or alcohol while on duty. Toward that end, each employee shall be subject to chemical testing in compliance with the City's Drug and Alcohol Free Workplace Policy, as may be amended from time to time, at a time and place to be designated by the Chief of Police. Employees will be chosen from a blind list composed of employee I.D. numbers. During the term of this Agreement, the City may implement chemical testing on hair samples under the same conditions set forth in this and following sections.

SECTION 4: When chemical testing is being conducted in accordance with the provisions of sections 2 and 3 above, the employee shall simultaneously provide two separate specimen samples. Where the urinalysis of an employee specimen sample is positive for drugs/ chemical substances, a second test utilizing the second specimen sample shall be performed by a separate lab. Tests shall be a GC/MS or one of equivalent validity. A second hair test will be conducted in

accordance with the procedures of the lab conducting the hair analysis. Collection, transport, and storage of samples shall observe proper chain of custody and clinical procedures.

SECTION 5: (a) Refusal to submit to testing shall be cause for discharge. Submission to a chemical test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.

(b) Any challenge to reasonable belief shall be submitted to expedited arbitration. If the finding is for the City, the results will be released. If the arbitrator finds for the employee, the sample will be discarded. Pending the arbitration, the test sample will be frozen or otherwise preserved in a scientifically sound manner.

SECTION 6: Employees who are required to take prescription medicine which possesses possible side effects that may impair the safe performance of an employee's duties shall notify their immediate supervisors at the start of the work shift.

SECTION 7: (a) If the test results establish with reasonable scientific certainty that an employee is present at work with ~~.05~~ **more than 0.04** or ~~more~~ blood/ alcohol level, the employee may be disciplined **up to and including termination.**

(b) If the test results establish with reasonable scientific certainty that an employee is in violation of Section 1 of this Article with regard to ~~illegal~~ drugs/ chemicals, the employee shall be discharged **subject to discipline, up to and including termination.**

(c) In any arbitration proceeding seeking review of disciplinary action under this Section, the City shall bear the burden of proof including the existence of reasonable belief and scientific certainty of the test results.

SECTION 8: Employees may, upon request, have a FOP representative present during the testing procedure, provided that the test will not be postponed for more than thirty (30) minutes to await a FOP representative.

SECTION 9: Where the reasonable belief arises, the employee will be directed to the City physician or a clinic/ hospital to give the sample. Urinalysis testing will be used in cases of suspected drug use. Blood testing will be used in cases of suspected alcohol use.

SECTION 10: The City shall provide referral guidance to employees seeking professional assistance in dealing with a drug or alcohol related problem, **as long as the employee seeks assistance prior to being notified of their selection for a drug or alcohol test.** Participation in such programs shall not mitigate or stay the implementation of discharge action against the employee for violation of this Article's provisions nor discipline/discharge for other drug/alcohol related offenses. Admission of a drug and/or alcohol problem incident to a **timely** request for assistance authorized by this Section shall not be used as a basis for discipline/discharge.

SECTION 11: An inconclusive test will result in an immediate retest of the split sample within twenty-four (24) hours of receipt of the inconclusive test results.

## ARTICLE 36

### TIME POOL

SECTION 1: Each January members of the FOP bargaining unit, except for those employees in their initial probationary period, shall have 3 1.5 hours deducted from their annual leave bank in January and July of each fiscal year (6 3 hours total) and deposited in the FOP time pool account as authorized, levied, and certified in accordance with the Constitution and By Laws of the local Union to be used by bargaining unit employees designated by Boca Raton Lodge 35, FOP, for Union business activities which shall include meetings with the City's management and attendance at formal conventions and seminars. Additionally, in July of each year members may voluntarily donate additional hours to the time pool account using the appropriate form.

SECTION 2: Donations of time shall be authorized by the employee so donating, on an appropriate form, one copy of which shall go to the immediate supervisor (non-bargaining unit member), one copy to the Union, and one copy to the Human Resources Director. Time drawn against the time pool shall be with the approval of the Union President or designated representative. A record of all time donated and drawn against the above-mentioned pool of time, shall be accurately kept by the Police Department and the Union.

SECTION 3: Valuation of hours credited to the pool will be based on the rate of pay of each donor for hours credited in and on the rate of pay for each donee for hours charged out.

SECTION 4: A Union member shall be released from duty in accordance with the provisions of this Agreement only when the needs of the Police Services Department, as determined by the employee's immediate supervisor (non-bargaining unit member) have been met, but such release shall not be unreasonably denied. If the needs of the Police Services Department do not permit the release of the employee as requested, release of an alternate employee during the desired time may be requested.

SECTION 5: Any Union member shall be permitted to use time pool hours with the approval of the Union President. When the President or designee, is using time pool hours, they will remain reasonably available by telephone for consultation with the management of the Police Services Department or any FOP member.

SECTION 6: Any accident incurred by an employee whose time is being paid for by the Time Pool shall not be considered to have been incurred in the course and scope of his employment by the City within the meaning of Chapter 440, Florida Statutes as amended, except for injuries sustained in Palm Beach County while in the course of attempting to halt a felony in progress or apprehending a fleeing felon.

ARTICLE 37  
SAVINGS CLAUSE

SECTION 1: If any Article or Section of this Agreement should be found unlawful, invalidated, or unenforceable by a court of competent jurisdiction or by statute, 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 such finding, the parties will meet within thirty (30) days to negotiate a replacement Article or Section.



ARTICLE 38  
NO SMOKING POLICY

SECTION 1: All employees hired on or after October 1, 1990, shall abstain from the use of tobacco products, including electronic cigarettes (e-cigarettes), at all times during the period of their employment with the City while both on and off duty. Failure to comply with this provision may result in discharge.

SECTION 2: The City may at its own expense provide voluntary classes to assist interested current employees who wish to stop smoking. No disciplinary action or other job sanction shall be taken against a current employee who either does not choose to participate or does not successfully complete any such voluntary programs.

ARTICLE 39  
INTERNAL AFFAIRS FILE

SECTION 1: ~~All bargaining unit members' Internal Affairs files will be reviewed on an annual basis.~~  
Information contained therein shall be retained and/or destroyed in accordance with the recommended retention schedule for law enforcement agencies as established by the State of Florida Department of State.

## ARTICLE 40 PHYSICAL FITNESS

SECTION 1: The parties agree that the nature of a employee's job is such that the welfare of fellow employees, citizens, and the Department can be served best if an adequate level of physical fitness is maintained. Accordingly, all employees must strive to maintain a level of fitness that is at least equal to the standards set forth in this Article. Employees must strive to meet the required standards by their anniversary date each year during the term of their employment.

SECTION 2: As part of scheduled in-service training, the Department will evaluate an employee's fitness on an annual basis, between the months of November and April for the initial test. The evaluations shall be an obstacle course style exercise as indicated in Appendix F. Failure of the Department to administer the fitness test as indicated above shall have no adverse effect on any bargaining unit member.

SECTION 3: The above testing shall be at a place designated by the Chief of Police or his designee. If an employee asks to defer testing due to physical incapacitation said request must be accompanied by a physician's statement, which specifically maintains that participation in the testing is incompatible with the employee's physical status. The statement must also indicate an estimated date whereupon testing may occur. At his discretion, the Chief of Police may seek a second medical opinion from the City Physician or his designee. Where testing has been deferred due to medical incapacitation, said testing shall proceed within ten days after medical clearance is received from the employee's personal physician or the City physicians. An employee shall then resume his normal testing cycle as if the deferral had not occurred.

SECTION 4: Employees who fail to achieve the passing standard must retake the examination within 60 days of the failed test(s). Employees will be re-tested every 60 days until a passing standard is achieved. Any employee that fails to achieve a passing standard on the second attempt shall not be eligible for any pay raise until said employee achieves the passing standard. Once the passing standard is achieved, the employee will be awarded any applicable pay raise effective on the date the standard was achieved and not be retroactively applied.

SECTION 5: All employees shall undergo an annual physical on their own time and at their own expense prior to their Physical Fitness Test and shall provide proof of such to the department prior to participating in the Physical Fitness Test.

ARTICLE 41  
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior agreements, unless expressly stated to the contrary herein and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

The Union and the City acknowledge that, during the negotiations which resulted in this Agreement, both had the unlimited opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, the Union and the City, for the duration of this Agreement, waive the right to bargain collectively over any term or condition of employment, even though such terms or conditions of employment may not have been within the knowledge or contemplation of the Union and the City at the time the parties negotiated this Agreement.

ARTICLE 42  
DURATION

This Agreement becomes effective ~~October 1, 2014,~~ on ratification by the City, and shall continue ~~for a term of three (3) years through September 30, 2017~~20. Negotiations for a successor Agreement shall commence after notice by either party prior to June 1, 201720. Article 33 Wages will be retroactive to October 1, 2017, and will be implemented within sixty (60) days of ratification. Further, Article 30 Workweek and Overtime will be implemented within sixty (60) days of ratification.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 201518.

FRATERNAL ORDER OF POLICE  
LODGE #35

THE CITY OF BOCA RATON,  
FLORIDA

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Ratified by the Union

Ratified by the City of Boca Raton

on the \_\_\_\_ day of \_\_\_\_\_, 201518 on the \_\_\_\_ day of \_\_\_\_\_, 201518

Confirmed by:

Confirmed by:

\_\_\_\_\_  
John T. Cagno, President  
Fraternal Order of Police, Lodge #35

\_\_\_\_\_  
Susan Haynie, Mayor  
City of Boca Raton

Attest:

By: \_\_\_\_\_  
Susan Saxton  
City Clerk

\_\_\_\_\_  
Leif J. Ahnell, C.P.A., C.G.F.O  
City Manager

APPENDIX "A"  
AGREEMENT

This AGREEMENT is entered into by and between \_\_\_\_\_, herein referred to as "Applicant/Candidate", and the City of Boca Raton Police Services Department, herein referred to as "City" for the purposes set forth herein:

WHEREAS, THE APPLICANT/CANDIDATE has applied for employment with the Police Services Department of the City; and

WHEREAS, in order to properly train the Applicant/ Candidate for his/her duties as a Police Officer, it will be necessary for the City to expend and incur substantial expenses in the processes of training Applicant/Candidate to be a commissioned Police Officer; and

WHEREAS, both parties acknowledge that it is intended that the expenditures incurred by the City shall be recaptured by the City through services rendered by the Applicant/Candidate to the City's Police force after completion of the Applicant's/Candidate's training period; and

WHEREAS, Applicant/Candidate acknowledges that the City suffers a substantial loss of its training investment in the event he/she after completing police force instruction and training leaves the City's employment prior to two (2) years following completion of such training; and

WHEREAS, the parties agree that in order to induce the City to employ the Applicant/Candidate and provide Police Officer certification for the Applicant/Candidate and in consideration of the City incurring the expenses of training, the Applicant/Candidate agrees that he/she shall remain with the City police force for a term of at least two (2) years, unless prior thereto the Applicant/Candidate is terminated by the City.

WHEREAS, the City agrees to give credit for service rendered against the reimbursement obligation subsequent to completion of the field-training period in order to induce the trained Officer to remain with the City's employ.

NOW, THEREFORE, it is agreed as follows:

1. Reimbursement Obligation - The Applicant/Candidate, in consideration of the agreement by the City to provide formal police training through Palm Beach Community College or Broward Community College Police Academy to be followed upon successful completion thereof by a period of approximately twelve (12) weeks of field training under the supervision of experienced Boca Raton Police Officers, does hereby agree that, in the event employment with the City Police Services Department ceases due to any cause other than "termination" as defined below, within twenty-four (24) months from commencement of full-time service as a Police Officer, he/she will reimburse the City, or the City's Police Services Department for all expenses incurred in connection with hiring and training of the Applicant/Candidate. Reimbursement for the physical exam (except drug testing) shall be made to the Police and Fire Pension Fund.
2. Definition of "Termination" - "Termination" as used in this Agreement, shall mean any discontinuance of the Applicant's/Candidate's employment initiated by the City or mutually initiated by the City's Police Services Department and the Applicant/Candidate. Provided, however, that the City, in its sole discretion, can waive reimbursement. Any waiver of reimbursement by the City shall be valid only if in writing and signed by the City Manager of the City of Boca Raton.
3. Calculation of Reimbursement Obligation - The reimbursement obligation shall consist of the sum of all amounts expended by the Department in connection with hiring and training the Applicant/Candidate and is limited to the following:
  - a. Cost of polygraph, psychological and physical examination expenses in the amount of \$\_\_\_\_\_
  - b. Cost of Police academy training in the amount of \$\_\_\_\_\_
  - c. Expenses of non-mandatory training \$\_\_\_\_\_

TOTAL COST: \$\_\_\_\_\_



Applicant/Candidate shall execute a promissory note in the favor of the City of Boca Raton for the total costs reflected in paragraph 3 of this Agreement on or prior to the date of hire. Said promissory note shall excuse said debt of the principal amount in accordance with the terms set forth in paragraph 4 of this Agreement.

4. Credit for Continuous Employment - Credit for service rendered will be given against the reimbursement obligation at the rate of one twenty-fourth ( $1/24$ ) of the total reimbursement obligation for each four (4) weeks of continuous full-time employment subsequent to the completion of the field training period. Any change in the estimated reimbursement obligation would consequently result in a proportional change in the amount of credit for service. Any absence from work due to illness, non-duty related injury or other cause for a period greater than two weeks shall be excluded from the period of service for which credit will be given.

**APPENDIX 'B' SALARY SCHEDULES**

**Fraternal Order of Police (FOP)**

**Step and Grade Schedule**

**2014-2015**

<b>POLICE OFFICER</b>										
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Hourly</b>	26.6250	27.9084	29.2536	30.6636	32.1416	33.6909	35.3146	37.0170	38.8014	40.6714
<b>Annual</b>	55,380.00	58,049.47	60,847.49	63,780.29	66,854.53	70,077.07	73,454.37	76,995.36	80,706.29	84,596.51

<b>SERGEANT</b>				
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Hourly</b>	41.8914	43.9106	46.0272	48.2457
<b>Annual</b>	87,134.11	91,334.05	95,736.58	100,351.06

<b>LIEUTENANT</b>			
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Hourly</b>	49.6932	52.0881	54.5990
<b>Annual</b>	103,361.86	108,343.25	113,565.92

**APPENDIX 'B' SALARY SCHEDULES**

**Faternal Order of Police (FOP)**

**Step and Grade Schedule**

**2017-2018**

<b>POLICE OFFICER</b>										
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Hourly</b>	30.2969	31.6587	33.0823	34.5725	36.1298	37.7570	39.4580	41.2353	43.1019	45.0549
<b>40 Hr. Annual</b>	63,017.46	65,850.17	68,811.13	71,910.70	75,149.91	78,534.66	82,072.61	85,769.50	89,651.90	93,714.16
<b>Shift Annual</b>	66,168.43	69,142.60	72,251.74	75,506.34	78,907.48	82,461.29	86,176.27	90,057.90	94,134.55	98,399.90

<b>SERGEANT</b>				
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Hourly</b>	46.4684	48.5750	50.7776	53.0794
<b>40 Hr. Annual</b>	96,654.30	101,035.97	105,617.34	110,405.18
<b>Shift Annual</b>	101,486.99	106,087.80	110,898.28	115,925.41

<b>LIEUTENANT</b>			
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Hourly</b>	54.7296	57.2238	59.8336
<b>40 Hr. Annual</b>	113,837.66	119,025.40	124,453.98
<b>Shift Annual</b>	119,529.45	124,976.78	130,676.58

**APPENDIX 'B' SALARY SCHEDULES**

**Fraternal Order of Police (FOP)**

**Step and Grade Schedule**

**2015-2016**

<b>POLICE OFFICER</b>										
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Hourly</b>	27.1576	28.4666	29.8387	31.2769	32.7846	34.3647	36.0209	37.7574	39.5771	41.4848
<b>Annual</b>	56,487.84	59,210.63	62,064.50	65,055.95	68,191.76	71,478.58	74,923.47	78,535.39	82,320.37	86,288.38

<b>SERGEANT</b>				
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Hourly</b>	42.7282	44.7888	46.9477	49.2106
<b>Annual</b>	88,876.74	93,160.70	97,651.22	102,358.05

<b>LIEUTENANT</b>			
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Hourly</b>	50.6870	53.1299	55.6909
<b>Annual</b>	105,428.96	110,510.19	115,837.07

**APPENDIX 'B' SALARY SCHEDULES**

**Fraternal Order of Police (FOP)**

**Step and Grade Schedule**

**2018-2019**

<b>POLICE OFFICER</b>										
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Hourly</b>	31.2058	32.6085	34.0748	35.6097	37.2137	38.8897	40.6417	42.4724	44.3950	46.4065
<b>40 Hr. Annual</b>	64,908.06	67,825.68	70,875.58	74,068.18	77,404.50	80,890.58	84,534.74	88,342.59	92,341.60	96,525.52
<b>Shift Annual</b>	68,153.47	71,216.96	74,419.36	77,771.59	81,274.72	84,935.11	88,761.47	92,759.72	96,968.68	101,351.80

<b>SERGEANT</b>				
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Hourly</b>	47.8625	50.0323	52.3009	54.6718
<b>40 Hr. Annual</b>	99,554.00	104,067.18	108,785.87	113,717.34
<b>Shift Annual</b>	104,531.70	109,270.54	114,225.17	119,403.21

<b>LIEUTENANT</b>			
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Hourly</b>	56.3715	58.9405	61.6286
<b>40 Hr. Annual</b>	117,252.72	122,596.24	128,187.49
<b>Shift Annual</b>	123,115.36	128,726.05	134,596.86

**APPENDIX 'B' SALARY SCHEDULES**

**Fraternal Order of Police (FOP)**

**Step and Grade Schedule**

**2016-2017**

<b>POLICE OFFICER</b>										
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Hourly</b>	27.7007	29.0359	30.4354	31.9025	33.4401	35.0520	36.7414	38.5125	40.3687	42.3145
<b>Annual</b>	57,617.46	60,394.67	63,306.63	66,357.20	69,555.41	72,908.16	76,422.11	80,106.00	83,966.90	88,014.16

<b>SERGEANT</b>				
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Hourly</b>	43.5838	45.6846	47.8867	50.1948
<b>Annual</b>	90,654.30	95,023.97	99,604.34	104,405.18

<b>LIEUTENANT</b>			
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Hourly</b>	51.7008	54.1025	56.8048
<b>Annual</b>	107,537.66	112,720.40	118,153.98

**APPENDIX 'B' SALARY SCHEDULES**

**Fraternal Order of Police (FOP)**

**Step and Grade Schedule**

**2019-2020**

<b>POLICE OFFICER</b>										
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Hourly</b>	32.1420	33.5868	35.0970	36.6780	38.3301	40.0564	41.8610	43.7466	45.7269	47.7987
<b>40 Hr. Annual</b>	66,855.36	69,860.54	73,001.76	76,290.24	79,726.61	83,317.31	87,070.88	90,992.93	95,111.95	99,421.30
<b>Shift Annual</b>	70,198.13	73,353.57	76,651.85	80,104.75	83,712.94	87,483.18	91,424.42	95,542.57	99,867.55	104,392.36

<b>SERGEANT</b>				
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Hourly</b>	49.2984	51.5333	53.8699	56.3120
<b>40 Hr. Annual</b>	102,540.67	107,189.26	112,049.39	117,128.96
<b>Shift Annual</b>	107,667.71	112,548.73	117,651.86	122,985.41

<b>LIEUTENANT</b>			
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Hourly</b>	58.0626	60.7087	63.4775
<b>40 Hr. Annual</b>	120,770.21	126,274.10	132,033.20
<b>Shift Annual</b>	126,808.72	132,587.80	138,634.86

## **Appendix F**

### **Physical Abilities Test**

The Physical Abilities Test (PAT) of Florida is consistent with national models and industry standards that have been validated by FDLE based upon statewide statistics. Tasks incorporated into the PAT were identified based upon job tasks analyses and a review of critical job responsibilities requiring physical proficiency. The PAT is designed to evaluate an individual's ability to perform these job tasks by evaluating physical conditioning, fine motor skills and aerobic capacity through a series of tasks performed in one continuous flow and within a set amount of time, to include:

1. Exiting a vehicle and opening trunk
2. 220 yard run
3. Obstacle course (repeated once)
4. Drag 150 lbs
5. 220 yard run (repeated once)
6. Dry firing of pistol with weak and strong hand
7. Placing items in trunk and returning to vehicle

#### **Task 1: Exit Vehicle/Retrieve Equipment from Trunk**

Abilities measured: eye hand coordination, reaction time, finger dexterity and flexibility

The officer begins the PAT seated in the driver's seat of a full size automobile with the safety belt fastened, hands on steering wheel at the ten and two o'clock position. The trunk key is located in the vehicle's ignition. A handgun and baton are lying in the vehicle's closed trunk (clear of any other equipment or distractions).

On the command to "GO" the stop watch is started and the officer proceeds as follows:

1. Unfasten safety belt and retrieve key from ignition
2. Exit vehicle with key in hand and close driver's door
3. Unlock and open trunk lid, leaving key in trunk lock
4. Retrieve pistol and baton and close trunk lid
5. Place pistol and keys on stool/bench. Retain possession of baton.
6. Begin 220 yard run with baton in hand

#### **Task 2: Run 220 yards**

Attributes measured: anaerobic capacity (muscular endurance)

1. Carry baton and run on flat surface to the designated 110 yard cone
2. Run around the cone and run 110 yards back to the start of the obstacle course

#### **Task 3: Obstacle Course**

Attributes measured: mobility, anaerobic capacity, flexibility and coordination

1. Carrying baton, pass through cones marking start of obstacle course
2. Climb/jump over 40 inch wall
3. Run ten (10) feet
4. Step/jump over a series of three (3) hurdles (24, 12 and 18 inches)
5. Run ten (10) feet
6. Serpentine through a forty (40) foot course of nine (9) cones spaced five (5) feet apart
7. Run ten (10) feet
8. Low crawl (eight) 8 feet under a series of three (3) open air 27 inch high barriers
9. Leave baton at the end of the low crawl and move to drag sled

## Appendix F

### Physical Abilities Test

*(If any hurdle or cone is knocked over or low crawl barrier displaced, the officer must stop and return to the beginning of that portion of the course and repeat it until successfully navigated.)*

#### **Task 4: Drag 150 Lbs**

Attributes measured: Muscular endurance, strength/power, flexibility, agility

1. From end of low crawl barriers, run fifty (50) feet move to drag sled
2. Drag/pull sled (fifty) 50 feet forward in a straight line around cone
3. Drag/pull move sled (fifty) 50 feet back to beginning point

*(Officer must drag/pull using strap only and cannot place strap around body to pull)*

#### **Task 5: Obstacle Course (repeat Task 3 in reverse)**

Attributes measured: mobility, anaerobic capacity, flexibility and coordination

Officer must pick up and retain baton at low crawl and retain for remainder of course

#### **Task 6: Run 220 yards (repeat Task 2)**

Attributes measured: anaerobic capacity (muscular endurance)

1. Carry baton and run to designated 110 yard cone
2. Run around the cone and run 110 yards back to the stool

#### **Task 7: Dry Fire Pistol**

Attributes measured: Strength/power, muscular endurance

1. Place baton on stool
2. Pick up pistol
3. Assume shooting stance with arms outstretched at shoulder height and parallel with ground
4. Fire six rounds with dominant hand and six rounds with non-dominant hand

#### **Task 8: Enter Trunk/Vehicle (repeat Task 1 in reverse)**

Attributes measured: eye hand coordination, reaction time, finger dexterity and flexibility

1. Open trunk with key inside lock
2. Place baton and pistol in vehicle trunk
3. Close trunk and remove key
4. Enter driver side of vehicle
5. Close driver side door
6. Insert key in ignition
7. Fasten safety belt
8. Place both hands on steering wheel

**MAXIMUM TIME ALLOWED TO PASS : 6 minutes and 4 seconds (6:04)**