

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
TOWN OF LAKE CLARKE SHORES  
AND  
PALM BEACH COUNTY POLICE BENEVOLENT  
ASSOCIATION

October 1, 2016 - September 30, 2019

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## ARTICLE 1 PREAMBLE

THIS AGREEMENT is entered into by and between the TOWN OF LAKE CLARKE SHORES, FLORIDA, located within the County of Palm Beach, State of Florida (hereinafter referred to as the "Town"), and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the "PBA" or the "Association"), as the sole and exclusive bargaining representative of the employees within the certified bargaining units.

It is the purpose of this agreement to promote and maintain harmonious relations between the Town and the employees within the certified bargaining units; to provide for equitable and peaceful means of resolving grievances which may arise; and to establish fair wages, hours, terms and conditions of employment.

## ARTICLE 2 RECOGNITION

### Section 1.

The Town recognizes the PBA as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission, Certification 1843, with respect to the working conditions, rates of pay and other conditions of employment for those employees of the Police Department working within the certified unit, to-wit;

#### INCLUDED:

All sworn law enforcement officers of the Town of Lake Clarke Shores police department in the following classification: police officer and sergeant.

#### EXCLUDED:

All other employees of the Town of Lake Clarke Shores, excluding specifically the chief of police, lieutenant, any code enforcement officer formally designated by the town pursuant to sections 2-141 and 2-143 of the Town's code of ordinances, and all part-time and reserve law enforcement officers.

### Section 2.

The Town shall provide written notice and an opportunity to bargain with respect to the working conditions, rates of pay, and other conditions of employment for those within the aforesaid certified unit, as required by law to:

John Kazanjian, President

Palm Beach County Police Benevolent Association

2100 N. Florida Mango Road

West Palm Beach, Florida 33409

## ARTICLE 3 NON-DISCRIMINATION

### Section 1.

No bargaining unit member covered by this Agreement will be discriminated against by the Town because of membership in the PBA, or authorized activity as required in this Agreement on behalf of the PBA.

### Section 2.

Both the Town and the PBA oppose discrimination on the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status or religion. The Parties recognize that the Town has established an internal procedure to investigate and resolve cases of alleged discrimination which is in addition to existing and adequate procedures established by Palm Beach County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination under this Article cannot be processed through the contractual grievance/arbitration procedure, but shall only be subject to the method(s) prescribed under applicable federal, state or local law.

## ARTICLE 4 DUES DEDUCTION

The Town agrees to deduct the PBA dues of employees who individually and voluntarily certify, in writing, that they authorize such deductions in accordance with Section 447.303, Florida Statutes.

It shall be the responsibility of the PBA to notify the Town Administrator or the Manager's designee, in writing, of any change in the amount of dues to be deducted at least thirty (30) days in advance of any such change.

The PBA will indemnify, defend and hold the Town harmless against any and all claims suits, orders, and judgments initiated and issued against the Town as a result of any action taken or not taken by the Town under the provisions of this article. The Union further agrees to pay those reasonable expenses of the Town (including, but not limited to, reasonable attorney's fees and costs) in defending against such suits under the provisions of this article.

## ARTICLE 5 MANAGEMENT RIGHTS

It is the right of the Town to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Town to direct its employees, to take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. Unless expressly abridged by specific language of a provision of this Agreement, management retains and reserves unto itself all of its rights and privileges which it possessed at any time under law.

Management officials of the Town retain all rights, in accordance with applicable laws, including but not limited to the following:

- a. To manage and direct the employees of the Town.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- c. To suspend, demote, discharge or take other disciplinary action against employees for proper cause.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To maintain the efficiency of the operations of the Town and to set standards of police service to be offered to the public.
- f. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- g. To determine the organization of Town government.
- h. To determine the number of employees to be employed by the Town.
- i. To determine and implement the types and grades of positions of employees assigned to an organizational unit, department or project.
- j. To determine and implement effective internal security practices.
- k. To promulgate reasonable departmental rules and regulations not in conflict with the provisions of this Agreement.

The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted. If, in the sole discretion of the Town, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or exigencies, the provisions of this Agreement may be suspended by the Town during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.

Nothing in this Agreement constitutes or shall be deemed or interpreted as a waiver or limitation of employer/management rights as provided in section 447.209, Florida Statutes.

## ARTICLE 6 PBA REPRESENTATION/UNION BUSINESS

### Section 1.

The Town shall recognize one (1) member of the bargaining unit as an authorized PBA representative. The PBA shall be permitted to designate one (1) additional PBA representative as an alternate.

### Section 2.

The PBA shall furnish the Police Chief with a written designation of its authorized representative and alternate within ten (10) days of the date on which this Agreement is fully ratified and shall thereafter notify the Police Chief of any change in its authorized representative or alternate within ten (10) days of the date on which such change occurs.

### Section 3.

The Town agrees to establish a PBA time pool bank to be used for PBA representatives to conduct Union business, as defined in this Article. PBA members covered by this Agreement shall donate six (6) hours of vacation or compensatory leave time each year to the PBA time pool bank. The initial deduction shall be made from each member's vacation leave during the first pay period in the month after ratification of this Agreement. In subsequent years, said deduction shall be made during the first week of January from each member's vacation time or, if then accrued, compensatory time, based upon a written directive from the member. All unused donated time will be carried over from year to year, but the total unused, banked time shall never exceed 168 hours. Leave Time contributed to the bank shall be paid out when used on a dollar for dollar basis at the rate of pay of the Union representative(s).

Charges against the PBA time pool under this Article shall be used for PBA advocacy regarding contract administration or negotiations, including grievances, collective bargaining or other concerns regarding wages, hours and terms and conditions of employment at the Town level and to attend PBA Board meetings and PBA training programs. Charges against the PBA time pool shall be documented by the use of a Leave Approval Form (vacation request form) to be completed for each separate request. The form shall have the approval signatures of the Chief of Police or his designee, and the Association President or his designee. The Chief of Police or his designee may approve or deny use of this leave based upon the operational needs of the Department, and proposed reason for leave. No PBA member covered by the Agreement shall donate greater than eighteen (18) hours of leave time pursuant to this Agreement. The above form must be submitted to the Chief or his designee a minimum of seventy two (72) hours prior to the time the employee is requesting to use the time pool bank. Submission made with less than seventy two (72) hours' notice may be

granted at the discretion of the Chief or his designee. In emergency situations the approval of time pool use may be obtained through the appropriate supervisor. Time spent by any employee that is compensated by use of the PBA time pool is not "hours worked" for the Town for purposes of calculating overtime under the Fair Labor Standards Act.

## ARTICLE 7 NO SOLICITATION AND USE OF BULLETIN BOARDS

### Section 1.

The PBA agrees that there shall be no solicitation of Town employees for membership in the PBA, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other solicitation activity of the PBA during the working hours of any Town employee who is involved in the solicitation; provided, however, that this Section shall not be construed to prohibit communication of official PBA business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the bargaining unit member's meal period. PBA representatives will be afforded ten (10) minutes twice a month to address line-ups, if any. This will also not preclude a member on duty from discussing a matter which arises on that shift with a representative for the PBA. Employees, or PBA representatives or any persons acting on their behalf are hereby prohibited from distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's meal break or in such areas not specifically devoted to the performance of the employee's official duties.

### Section 2.

The Town, together with the PBA, shall determine the location and type of bulletin boards that may be used by the PBA at the Town facilities. The PBA may use the bulletin boards only for the purpose of posting official PBA business notices and related information. No item shall be placed on any PBA bulletin board without being initialed by the PBA President or designee, and reviewed by the Town Manager or designee. All costs incidental to preparing and posting of PBA material will be borne by the PBA.

## ARTICLE 8 DISCIPLINE AND CORRECTIVE ACTIONS

### Section 1.

#### Code of Conduct and Corrective Actions

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

The Town may follow a system of progressive correction and discipline in that the Town, in its sole discretion, may impose a level of corrective action or discipline deemed necessary to correct undesirable behavior. Actions taken may increase in severity if the original offense is not corrected or if a subsequent offense arises.

Based on the severity of the offense, the action imposed by the Town for the first or subsequent offenses may include verbal counseling, written reprimands, suspension without pay, demotion, or termination

### Section 2.

Corrective Actions (grievable through Step 2 of the Grievance Procedure, but not subject to arbitration) are as follows:

Verbal Reprimands are disciplinary actions not arbitrable under this Agreement. Verbal Reprimands are issued by management to verbally warn an employee about his/her conduct or work performance and counsel the employee on how to improve.

A record of this warning is maintained in the departmental working file or pending evaluation file.

Written Reprimands are disciplinary actions not arbitrable under this Agreement. Written Reprimands are issued by management when a verbal reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal reprimand is not deemed by management to be sufficiently severe for the offense.

Demotions in rank or responsibility which are not accompanied by a suspension, a reduction in pay or benefits, or a loss of seniority are grievable through step 2 of the Grievance Procedure but are not arbitrable under this Agreement.

### Section 3.

Disciplinary Actions (grievable through arbitration step) are as follows:

Suspensions are disciplinary actions that are arbitrable under this agreement. Suspensions are issued by management for proper cause when lesser action has not deemed by management to be sufficiently severe for the offense or when lesser action has not resulted in a satisfactory change in the employee's conduct or work performance. A suspension is a removal from the work site which includes loss of pay for the time specified. An employee who has been suspended may supplement his/her paycheck with accrued vacation or comp time.

Demotions in rank or responsibility which are accompanied by a suspension, a reduction in pay or benefits, or a loss of seniority are grievable through the arbitration step under this Agreement.

A termination of employment is a permanent separation from employment with the Town. A decision to terminate the employment of an employee may be made by management for proper cause.

## ARTICLE 9 NO STRIKES AND LOCKOUTS

Bargaining unit members covered by this Agreement and the Association, its officers, agents, and representative agree that they will not engage in any strike activities.

Bargaining unit members covered by this Agreement, the PBA or its officers, agents, or representative, agree that Section 447.505 of the Florida Public Employees Relations Act prohibits them individually or collectively from participating in a strike against the Town by instigating or supporting in any manner a strike. The Union also agrees to undertake its best effort to prevent or terminate any Strike.

Any violation of this section shall subject the violators to the penalties as provided by Section 447.507 of the Act.

## ARTICLE 10 COMPLIANCE WITH RULES AND REGULATIONS

The Town's Personnel Policy and the Town Police Department's General Orders, including any amendments thereto, are applicable to the bargaining unit members and are incorporated herein. If there is an express conflict between the Personnel Policy or General Orders, as amended, existing as of the effective date of this Agreement existing Personnel Policy or General Orders shall control. The Union agrees that the Town has the right to amend and/or modify its rules and regulations to the extent the Town-in its sole discretion-deems it necessary for the operation of the Police Department. The Town agrees that subsequent to the effective date of this Agreement, any addition, amendment, or modification of the Town's rules and regulations must not be in conflict with this Agreement.

It is agreed and understood that employees shall be provided with copies of any Policy, rule and regulation which are new and/or which replace, update and/or supersede the Town's or Department's present policies, rules and regulations. The Town in compliance with Article 2 of this agreement shall also provide the PBA with any changes in Policy, rule and regulation which are new and/or which replace, update and/or supersede the Town's or Department's present policies, rules and regulations.

## ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

1) Members of the bargaining unit will follow all lawful and reasonable written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein. The following rule applies to all employees: Obey first, grieve later.

2) A grievance is defined exclusively as a dispute involving the interpretation or application of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. The Union is under no obligation to process a grievance for an employee who is not a member of the Union; therefore nonmembers of the Union who are covered by this Agreement shall be responsible for filing their own grievances. The Town need not entertain or process under this Article any dispute, or other matter not meeting this definition.

3) No employer/management prerogative reserved solely to the authority of the Town by the terms of Article 5 of this Agreement shall be made the subject of a grievance under this article.

4) Grievances pertaining to more than one bargaining unit member may be filed by the Union on behalf of all affected members.

5) Grievances shall be processed in accordance with the following procedure:

Step 1: The Union shall present the grievance, in writing and dated, to the Police Chief, within 7 calendar days after knowledge of the act or omission that gave rise to the grievance. The Police Chief or his or her designee shall, within 7 calendar days of receipt of the written grievance, conduct a meeting with the Union. The Police Chief shall notify the Union in writing of the decision not later than 7 calendar days following the meeting date.

Step 2: If the grievance is not fully resolved at Step 1, the Union, within 7 calendar days of receipt of the answer provided in Step 1, may forward a copy of the original written grievance to the Town Administrator with a separate cover letter stating that the grievance is being advanced to Step 2. The Town Administrator may, but need not, hold a meeting with the Union regarding the grievance. The Town Administrator shall notify the grievant and the Union of the Town Administrator's decision within 7 calendar days following receipt by the Town Administrator of the grievance. The decision of the Town Administrator shall be determinative of the grievance (and such decision is final and binding under the terms of this Agreement, unless modified by a decision on an arbitrable grievance made in compliance with the following arbitration procedure).

Discipline or correction involving oral or written reprimands may be processed through Steps 1 and 2 of this Grievance Procedure and are not arbitrable. The decision of the

Town Administrator's decision on such grievances shall be final and binding on the parties. The grievant may write any rebuttal he or she wishes to the corrective action, which shall be included in the employee's personnel file along with the record of the discipline.

6) If the grievance is arbitrable, and is not resolved by the foregoing grievance procedure, the Union, within seven (7) calendar days after the Town Administrator's decision in Step 2, may provide the Town Administrator a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union with respect to the unresolved grievance.

7) Within seven (7) calendar days from receipt of the written notice immediately above, the Parties shall confer to select an arbitrator. In the event the Parties fail to agree on an arbitrator, both parties shall, within seven (7) calendar days, jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and then the Town will alternately strike one name at a time from the list as not acceptable until only one remains and this person will be the arbitrator. The Town and the Union will alternate in the right to first strike arbitrators; the initial first strike being determined by a coin toss.

8) This article contemplates that the Town, the PBA, and the employee may be able to mutually agree in writing to a statement of the issue(s) to be arbitrated prior to the hearing. If same is accomplished, the arbitrator shall confine his decision to the agreed issue(s). If the parties fail to agree in writing to the issue(s) for arbitration, the arbitrator shall confine his consideration and decision to the issue(s) identified in the written statement of the grievance presented in Step 1 of the grievance procedure.

9) As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the Parties and consider the grievance. The decision of the arbitrator will be served upon the Town and the Union in writing. It shall be the obligation of the arbitrator to rule within thirty (30) calendar days after the close of the hearing. The failure of the arbitrator to issue a timely ruling shall not divest the arbitrator of jurisdiction to issue an award. The expense of the arbitration, including the fee and expenses of the arbitrator shall be borne equally by the parties. Each Party shall be exclusively responsible for compensating its own representatives and witnesses. The Town shall arrange for a court reporter to appear at any termination arbitration hearing, and the cost of the appearance fee shall be split equally by the parties.

10) The power and authority of the arbitrator shall be strictly limited to an interpretation of the express terms of this Agreement. He or she shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement to the Town or the Union or the employees, or to establish or change any wages or rate of pay in this Agreement.

11) No decision of any arbitrator or of the Town in one case shall create a basis for retroactive adjustment in any other case.

- 12) The parties intend that a "make whole" remedy be awarded, if applicable. All claims for back wages shall be limited to the amount of wages including lost overtime, that the employee otherwise would have earned from the Town.
- 13) The decision of the arbitrator shall be final and binding on both Parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either Party under Florida law.
- 14) It is agreed, with respect to this grievance and arbitration procedure, that:
- a) Any grievance, in order to be processed, must be submitted in writing at Step 1 as noted above and contain all of the following: a statement of the grievance and facts upon which it is based; each specific Article and subsection of this Agreement claimed to have been violated, and the remedy or correction requested. Grievances will be resolved at all later stages based on this statement of the grievance.
  - b) A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be barred. Failure on the part of the Town to respond within the time limit set forth at any step shall be deemed a denial, and require the Union to proceed to the next step.
  - c) A time limit at any stage of the grievance procedure may be extended by written and countersigned mutual Agreement of the Union and the Town Administrator, including by reciprocal emails agreeing to an extension. No extension of time shall be inferred by any conduct or verbal exchange between the Parties.
  - d) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after submission to Step 1 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit it may describe the unit generally.
  - e) Grievances and appeals of denials of a grievance may be delivered to a designated Town official by hand delivery or facsimile or email during the hours of 9:00 am until 5:00 p.m., Monday through Friday. Where the last day for such presentation falls on a Saturday, a Sunday or a holiday expressly recognized as such under this Agreement, presentation shall be considered timely if made on the next business day following such Saturday, Sunday or holiday.

## ARTICLE 12 VACATION

Bargaining unit members begin to accrue vacation upon employment and are eligible to take vacation after successfully completing twelve months of employment.

Vacation pay is calculated based on the employee's regular rate of pay in effect when vacation benefits are used. Vacation granted may not exceed the total amount accrued to an employee at the start of the bi-weekly pay period. Vacation will be chosen by seniority.

Bargaining unit members shall be allowed to accrue and carry forward unused earned vacation benefits in accordance with the chart below. Upon termination, resignation, or normal retirement bargaining unit members having ten (10) years of service shall be paid for accumulated vacation time to a maximum of 240 hours.

Years of Service	Leave Days Per Year (8 hour day equivalent)	Earned Vacation Hours	Maximum Carry Forward (expressed in 8 hour days)
0 through 1	10	80	30 days
2 through 4	12	96	30 days
5 through 9	15	120	30 days
10 through 14	20	160	30 days
15 through 19	25	200	30 days
20 and over	30	240	30 days

## ARTICLE 13 USE OF SICK LEAVE, COMPENSATORY TIME, AND VACATION TIME

### Section 1

As set forth in the Town's Employee Handbook, the bargaining unit members recognize that the use of sick leave is a privilege that shall be allowed in case of personal sickness or disability, legal quarantine because of exposure to a contagious disease, or in the case of illness within the immediate family. The bargaining unit members shall accrue and request sick leave and the Town shall allow sick leave in accordance with the Sick Leave policy as set forth in the Town's Employee Handbook.

### Section 2

A bargaining unit member shall not use compensatory time or vacation time in lieu of sick leave so long as the bargaining unit member has annual and accrued sick leave available.

A bargaining unit member may use compensation time as sick time only after the bargaining unit member has completely exhausted the member's annual and accrued sick leave.

A bargaining unit member may use vacation time as sick time only after the bargaining unit member has completely exhausted both member's annual and accrued sick leave and accrued compensation time.

### Section 3

Except when using compensation time as sick time in accordance with Section 2, above, a bargaining unit member shall submit any and all requests for use of compensation time to the Chief of Police (of the Chief's designee) no fewer than seventy-two (72) hours in advance of the time sought to be taken.

Except when using vacation time as sick time in accordance with Section 2, above, a bargaining unit member shall submit any and all requests for use of vacation time to the Chief of Police (or the Chief's designee) no fewer than seven (7) days (168 hours) in advance of the time sought to be taken.

## ARTICLE 14 HOLIDAYS

### Section 1.

The Town recognizes certain designated holidays as set forth in the Town's Personnel Manual which are:

New Year's Day (January 1)

Martin Luther King Jr.'s Birthday (Third Monday in January)

President's Birthday (third Monday of February)

Memorial Day (last Monday of May)

Independence Day (July 4)

Labor Day (first Monday of September)

Armistice Veteran's Day (November 11)

Thanksgiving Day (fourth Thursday of November)

Day After Thanksgiving (fourth Friday of November)

Christmas Day (December 25)

### Section 2.

Those bargaining unit members who do not work on holidays designated in the Town's Personnel Manual shall receive eight (8) hours straight time pay for such holidays. Those bargaining unit members who work on holidays designated in the Town's Personnel Manual shall receive eight (8) hours straight time pay plus one and one half (1.5) his/her regular rate of pay for those hours he/she works on that holiday 24 hour period.

## ARTICLE 15 COURT APPEARANCES AND CALL BACKS

### Section 1.

Court appearances required of bargaining unit members which arise out of the member's performance of his or her other duties and responsibilities for the Town, and which occur outside of that bargaining unit member's regular shift, shall be treated as time worked, with a minimum of three (3) hours at a rate of one and one half (1.5) times the bargaining unit member's regular rate of pay for appearances in Court.

### Section 2.

Bargaining unit members who have left the work place and are ordered or otherwise directed to return to work shall be paid for three hours minimum at time and one half hour.

## ARTICLE 16 PERSONNEL RECORDS

Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his/her official files. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a duplicate copy of any item placed in his/her official files at no cost to the member. This Article will not be subject to the Grievance Procedure in this Agreement. Each member may obtain one copy of his/her complete personnel file at the regular charges used by the Town for public records requests. The bargaining unit member shall have the right to include in his or her personnel file/record, written refutation (including written statements) of any material he or she considers derogatory.

## ARTICLE 17 HEALTH INSURANCE BENEFIT

Bargaining unit members shall receive a monthly insurance stipend of \$900.00 toward the cost of insurance. Each member shall annually advise the Town, in writing, of the member's desired allocation of the stipend toward specific insurance coverage.

## ARTICLE 18 UNIFORMS AND MAINTENANCE ALLOWANCE

### Section 1

The Town shall furnish: 6 uniform shirts (4 short sleeve; 2 long sleeve) ; 2 uniform polo shirts; 4 uniform pants/trousers; and 1 pair of boots to all bargaining unit members who are required to wear such uniforms in the performance of their duties. The Town shall provide all bargaining unit members with a uniform allowance of a maximum of five hundred dollars (\$500.00) per year for the specific purpose of replacing unserviceable uniform items and footwear.

### Section 2

The Town shall provide a bullet proof vest to each police officer, which shall be worn by the Town's police officers at all times while on duty.

### Section 3

The Town shall provide all bargaining unit members with a uniform cleaning allowance of a maximum of five hundred dollars (\$500.00) per year for the specific purpose of laundering/cleaning uniforms.

## ARTICLE 19 REPLACEMENT OF PERSONAL PROPERTY

Replacement of lost or damaged personal property shall normally be the responsibility of the bargaining unit member. However, the Police Chief, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, sunglasses, contact lenses or wrist watches which are damaged as a result of a bargaining unit member being involved in an unavoidable physical altercation or accident in the line of duty. The bargaining unit member making the request for replacement of (or reimbursement for) damaged eyeglasses, sunglasses, contact lenses or wrist watch must provide the Chief of Police with a detailed report describing the incident which caused the damage. The bargaining unit member must also provide the Chief of Police with a certified estimate of the cost of the repair or replacement of the damaged eyeglasses, sunglasses, contact lenses or wrist watch. Reimbursement for damaged eyeglasses, sunglasses or contact lenses shall not exceed one hundred dollars (\$100.00). Reimbursement for damaged wrist watches shall not exceed fifty dollars (\$50.00).

The provisions of this article are not grievable and are not subject to the grievance and arbitration procedure of the Agreement.

## ARTICLE 20 RETIREMENT

1. The Parties agree that the retirement plans in place for all Town employees shall be applicable to the bargaining unit employees as well. The said retirement plan shall be subject to and governed by all applicable provisions of the Town's existing rules and regulations and all applicable provisions of law.
2. Upon retirement with at least ten years honorable service to the Town an employee shall receive a retirement badge, retirement photographic identification card and their duty firearm.
3. This article may be reopened by the Union in any subsequent year of this Agreement regarding the economic feasibility of a change in pension plan to the Florida Retirement System. This subsection is not intended to permit and shall not be construed as permitting the reopening of any other Article or provision of this Agreement in any subsequent year of this agreement.

## ARTICLE 21 TUITION REIMBURSEMENT

The Town shall provide Tuition Reimbursement not less than as provided to all other Town employees.

## ARTICLE 22 HOURS OF WORK AND OVERTIME

The work week is defined as (10) 8 hour shifts in a fourteen (14) day work cycle. The 14 day cycle shall consist of five days on, followed by two days off, followed by five days on, and followed by two days off. Day shifts are defined as 0700 Hours until 1500Hours. Afternoon shifts are defined as 1500 Hours until 2300 Hours and midnight shift is defined as 2300 Hours to 0700 Hours.

Any bargaining unit member working the midnight shift on the Sunday of the time change from Eastern Standard Time to Eastern Daylight Time shall be considered for all purposes to have worked eight (8) hours of straight time.

Any bargaining unit member working the midnight shift on the Sunday of the time change from Eastern Daylight Time to Eastern Standard Time shall be considered for all purposes to have worked eight (8) hours of straight time.

### Section 2

In the event of a vacancy between shift assignments, the filling of that vacancy shall be based on operational needs as determined by the Chief of Police or the Chief's designee.

### Section 3

All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by Chief of Police or the Chief's designee. All absences shall be properly recorded and charged.

### Section 4

Employees may be required to work extra duty in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short manning.

Employees shall be provided with no less than 4 hours' notice if they are ordered to return to work. If employees are ordered to come into work with less than 4 hours' notice, they shall not be subject to discipline if they can articulate a reasonable explanation for being unavailable. Same shift members (e.g. day shift, midnight shift) shall be called first, if feasible, to fill the vacant shift.

Hours of work for any employee shall not exceed 18 consecutive hours.

### Section 5

Overtime hours and overtime compensation shall be defined, calculated and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor. The Town will treat unit employees under Section 7(k) of the Fair Labor Standards Act, and will compensate non-exempt unit employees at one-and-one-

half times the regular rate of pay for hours worked in excess of 86 in a 14 day work cycle.

#### Section 6

All hours worked by employees, and all straight time compensation and overtime compensation shall be recorded, calculated and paid on the basis of actual hours worked in pay periods and work periods. No time not actually worked shall constitute hours worked for Fair Labor Standards Act purposes. All record keeping shall be in accordance with the requirements of the Fair Labor Standards Act. The manner of record keeping shall be at the Town's discretion.

#### Section 7

All overtime hours shall be paid in accordance with Section 5 of this Article, above, or, with the approval of the Chief of Police or the Chief's designee, through Comp Time at the same rate of one and one half (1.5) hours of Comp Time for each hour of overtime worked. No more than 42 hours of Comp Time may be accrued by any unit member. Accrued and unused Comp Time, up to a maximum of 42 hours, is only paid out at termination.

#### Section 8

Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of the Chief of Police or his designee, fairly and equitably by seniority on a rolling list.

## ARTICLE 23 TRANSFERS AND SHIFT CHANGES

### Section 1.

It shall be the right of the Town to transfer bargaining unit members for operational necessity. Other than for transfers made necessary by an unexpected event, if a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off (except in the Departments or assignments excepted herein), seven (7) working days' notice will be provided prior to the transfer. This provision may be waived by mutual agreement of the Town and the bargaining unit member.

### Section 2.

Bargaining unit members who are involuntarily transferred to another assignment will retain and carry with them any approved vacation time. Involuntarily transferred bargaining unit members shall be entitled to use such time as previously scheduled.

### Section 3.

Bargaining unit members within the same rank and assignment may exchange individual shifts within the same fourteen (14) day work period with the prior written approval of the Chief of Police or his designee. All requests must be made in writing at least two (2) days prior to the date on which the shift is to be exchanged, must indicate the reasons for the request, when the shifts will be worked and paid back and must be approved twelve (12) hours prior to the start time of the shift to be exchanged. Bargaining unit members who agree to work a shift for another bargaining unit member are subject to discipline for nonattendance. An employee shall not work for two full consecutive shifts as a result of a shift exchange.

## ARTICLE 24 TRAINING

In service training, generally shall be conducted no less than quarterly. In service training generally shall be conducted on-site at the police department. Any change to the day of the training must be made at least fourteen (14) days prior to the day when the training would have occurred. The training may be cancelled for the quarter with reasonable notice.

The Town shall provide each bargaining unit member with the forty (40) hours of mandatory retraining required by the Florida Department of Law Enforcement. Any additional training shall be the sole prerogative of the Chief of Police or the Chief's designee and shall be based upon the needs of the Town and of the police department.

## ARTICLE 25 WAGES

Effective October 1, 2016, all bargaining unit members shall receive a 2% adjustment of their base pay.

Effective October 1, 2017, all bargaining unit members shall receive an adjustment of their base pay equal to the Consumer Price Index (CPI) plus one percent (1%), except that the adjustment shall in no event be less than 3% and in no event shall exceed 3.5%

Effective October 1, 2018, all bargaining unit members shall receive an adjustment of their base pay equal to the Consumer Price Index (CPI) plus one percent (1%), except that the adjustment shall in no event be less than 3% and in no event shall exceed 3.5%.

Bargaining unit members will receive a retroactive payment for all unpaid wage increases due from October 1, 2016 on the first pay period following ratification of this collective bargaining agreement by the bargaining unit members and by the Town Council.

## ARTICLE 26 WORKERS' COMPENSATION

### Section 1.

A bargaining unit member covered by Chapter 440, Florida Statutes, and in accordance with provisions set forth herein, shall be entitled to benefits in accordance with that Florida Statute.

### Section 2.

The Town agrees to bargain with the PBA in the next successive set of negotiations concerning providing short term disability benefits to bargaining unit members not less than it provides to all other Town Employees.

## ARTICLE 27 LIFE INSURANCE BENEFIT

The Town shall provide bargaining unit members with life insurance policies with terms and benefits not less than \$40,000 as a lump sum benefit.

## ARTICLE 28 BARGAINING UNIT MEMBERS' RIGHTS

Sworn law enforcement personnel shall be afforded all rights under Section 112.531 to 112.534, Florida Statutes, Law Enforcement Officers' and Correctional Officers' Rights. Any concerns of the Union or the bargaining unit member related to this Article are not subject to the grievance and arbitration procedure of this Agreement. The Town and the PBA acknowledge and agree that the proper forum for consideration and enforcement of the rights and obligations under the referenced statutes is a Florida court of competent jurisdiction and proper venue. Procedural issues regarding rights afforded under Section 112.531 to 112.534, Florida Statutes may be raised by any party to a grievance as evidentiary matters in the context of an otherwise arbitrable disciplinary action.

## ARTICLE 29 MOBILE AUDIO AND VIDEO RECORDERS

The Town and the PBA agree that when law enforcement officers' actions are subject to investigation, careful attention must be paid to the facts and circumstances unique to each call for service or activity. The Town and the PBA understand that the sounds and images captured on body-worn cameras, dash-cams, other video and audio recordings, and the data from vehicle locator systems can be valuable evidence material to the consideration of law enforcement officers' actions. The Town and the PBA agree, also, that the recordings are one of many factors reviewed in determining the reasonableness of a bargaining unit members actions and that the judgment of law enforcement officers at the scene of rapidly changing situations is vital when looking back at those officers' actions.

1. The Town and the PBA agree that whenever a bargaining unit member is directed to submit a report and/or is requested to provide a voluntary or compelled statement pertaining to actions captured on recordings accessible to the Town the bargaining unit member shall be afforded the opportunity to review any and all such recordings and date in advance of submitting his or her report and/or to providing his or her statement.

a. The Town and the PBA agree that bargaining unit members are entitled to privacy when engaged in personal conversations or activity during their shifts outside the presence of suspects, detainees, and unrelated third parties.

b. In consideration of the foregoing understandings and agreements, the Town agrees that body-worn cameras, dash-cams, in-vehicle mobile video and audio recording systems cannot and shall not be activated by any person(s) other than the bargaining unit members wearing the cameras and operating the vehicles. The Town agrees that review of the recordings shall be limited to official investigations in consequence of incidents, complaints or as otherwise as provided in this Agreement,

c. The recorded sounds and images of bargaining unit members may be used for training purposes with the consent of the identifiable bargaining unit members. Should a bargaining unit member consent to the use of his or her image and the request to refrain from such use is, in the discretion of the Chief of Police or his designee, outweighed by the good of the Town or the police department, the Town agrees to black out or otherwise obscure the identity of the member during any training where the video is displayed.

## ARTICLE 30 SEVERABILITY

Should any final decision of any Court of competent jurisdiction or administrative agency or any federal, state or local legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null and void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

## ARTICLE 31 LAYOFFS

1. A layoff shall refer to an involuntary separation because of a lack of work or lack of funds. Non-reappointment of a temporary employee does not constitute a layoff.
2. If the Town determines that a layoff is necessary because of a lack of work or lack of funds, the following procedures shall apply:
  - a. When the Town determines that there is a need for implementation of any procedures outlined in this Article, the Town agrees to immediately notify the Union. The Union may submit a written request to the Town to meet and confer with the Union on the bargaining unit impact.
  - b. If layoffs occur the order of layoffs shall be:
    - i. Temporary Employees
    - ii. Part-time Employees
    - iii. Probationary Employees
    - iv. Full time Employees. In the event that layoffs of full time employees are necessary, the Town shall accomplish necessary layoffs based upon the specific operational needs of the Town (i.e., the needs of the Town and the specialized knowledge, skills, experience, or training of an employee) as determined by management in accordance with Article 5 of this Agreement. The order of layoffs of full time employees shall be:
      - (1) Patrol officers;
      - (2) Motor officers;
      - (3) Marine officers;
      - (4) Detectives;
      - (5) EMT officers;
      - (6) Sergeants.
3. **Employee Notice of Layoff** - An employee who is to be laid off shall receive notice of such layoff from the town no later than sixty (60) days prior to the effective date of layoff. Such notice shall be in writing and mailed by certified mail, return receipt requested, to the employee's last known address
4. **Retreat Rights** - An employee who has received a notice of layoff may elect to return to any classification, he/she has served as a permanent employee during the period preceding the layoff, provided there has been no break in service.

5. **Tie-Breaking in the Order of Layoff** -A tie exists when two (2) or more permanent employees in a classification undergoing layoff have the same hire date. The Town shall break ties in establishing the layoff order of permanent employees by considering only the following factors:
  - a. Date of hire
  - b. Total time employed by town (i.e any previous continuous Town employment)
  - c. Date of application
  
6. **Reemployment Rights/Opportunities** -The Town shall enter the names of laid-off permanent employees on a reemployment list within a classification, in order of seniority. An employee's name shall remain on the reemployment list until he/she returns to a position in the same classification held at the time of layoff. In no case shall a name remain on the reemployment list for more than five (5) years.

## ARTICLE 32 ENTIRE AGREEMENT

This Agreement contains the entire contract, understanding, undertaking and agreement of the Parties hereto and supersedes any prior or contemporaneous agreements, contracts, understanding or arrangements between or among the Parties regarding the terms and conditions of employment governed by this Agreement, and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein or by law.

SIGNATURE PAGE

Except as otherwise provided herein, this Agreement shall be effective upon ratification, and shall continue in force and effect from its ratification until its expiration date of September 30, 2019 or otherwise until a successor Agreement is ratified by the Parties.

IN WITNESS, THEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives

**FOR THE TOWN OF  
LAKE CLARKE SHORES**

**FOR THE PALM BEACH COUNTY  
POLICE BENEVOLENT ASSOCIATION**

\_\_\_\_\_  
Robert M.W. Shaloub, Mayor

\_\_\_\_\_  
John Kazanjian, PBA President