COLLECTIVE BARGAINING AGREEMENT

TOWN OF JUPITER ISLAND and the
PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

PERC CERTIFICATE NUMBER 1762 (2011)

OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018

PUBLIC SAFETY OFFICERS and CORPORALS

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PREAMBLE & DEFINITIONS

This COLLECTIVE BARGAINING AGREEMENT, hereinafter referred to as "Agreement," is entered into by and between the TOWN OF JUPITER ISLAND, Florida, hereinafter referred to as the "Employer," and PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "Union," and, together, referred to as "the Parties."

The general purpose of this Agreement is to provide for wages, hours and terms and conditions of employment for the employees covered by this Agreement, and to provide for an orderly and peaceful procedure for the resolution of differences, in order to ensure the efficient operation of the Town of Jupiter Island Public Safety Department. In case of conflict between this Agreement and any other of the Town's policies or practices, the language in this Agreement shall control. If this Agreement is silent as to any matter, the Town's policies or practices shall control.

The Parties to this Agreement affirm their mutual commitment to the goals of a skilled and productive public safety service and an amicable employer-employee relationship. The Parties to this Agreement also recognize and affirm that if, in the sole discretion of the Employer's Town Manager, it is determined that emergency conditions exist, the provisions of this Agreement may be suspended by the Employer during the time of such declared emergency.

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, where the context so permits.

As used throughout this Agreement:

"Base Rate of Pay" means a non-exempt employee's hourly rate.

"Day" means a calendar day.

"Director" means Chief of Public Safety.

"Employee" means only those employees of the Town of Jupiter Island Public Safety Department for whom the Union is, in Article 1 of this Agreement, recognized as the bargaining agent; a bargaining unit member.

"Employer" means the Town of Jupiter Island.

"Grievance" means a written complaint of an employee regarding the interpretation or application of a specific provision of this Agreement.

"Grievant" means an employee who has filed a grievance.

"May" means to have permission or liberty, but does not convey an obligation, to perform; the discretion to choose between two or more alternatives.

"Modified duty" includes temporary and part-time work as well as a modification of work duties and responsibilities.

"On Call" means that the employee is free to engage in his normal activities during the call period so long as he remains fit for duty, may be contacted by phone, pager or radio and remains in a reasonable commuting area of his assigned workplace.

"PSO" means public safety officer.

"Regular Rate of Pay" means an employee's base rate plus any adjustments to his wages associated with work performance.

"Recall" shall be defined as a Unit member having gone off duty after completing his shift, but called into work prior to returning for the next regularly scheduled shift.

"Shall" means to have an obligation or requirement to perform; it is a directory phrase that mandates action.

"Shift Day" means a period of twelve (12) hours.

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the Employer, participation in a deliberate and concerted course of conduct which adversely affects the services of the Employer, picketing or

demonstration in furtherance of work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

"Sworn Officer" means a PSO, Corporal or Sergeant.

"TJI" means Town of Jupiter Island.

"TJIPSD" means Town of Jupiter Island Public Safety Department.

"TJIPSDGO" means Town of Jupiter Island Public Safety Department General Orders.

"Town" means Town of Jupiter Island.

"Town Manager" means Town of Jupiter Island's Town Manager or in his absence, Deputy Town Manager.

"Vacation Period" means one or more contiguous vacation days not otherwise interrupted by scheduled work days.

"Will" means to have an obligation or a requirement to perform.

"Work Period" means a calendar period of fourteen (14) days.

"105%" means an increased benefit based on the ratio of hours an employee works each year (2,184) as compared to the hours worked by other non-sworn Town personnel (2,080).

ARTICLE 1

RECOGNITION

1.1 Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to the establishing of salaries, wages, hours and other terms and conditions of employment for those employees who are designated as being within the bargaining unit.

1.2 The bargaining unit covered by this Agreement is as stated in PERC Certificate Number 1762 (2011) and is defined as follows:

INCLUDED: All full-time public safety officers and corporals employed by the Town of Jupiter Island in the Department of Public Safety.

EXCLUDED: Sergeants, captain, chief, and all other employees of the Town of Jupiter Island.

ARTICLE 2

REPRESENTATIVES OF PARTIES FOR BARGAINING PURPOSES

2.1 The Employer agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in all matters involving wages, hours, and terms and conditions of employment or other official action called for by the Agreement.

2.2 The Union likewise agrees that during the term of this Agreement, the Union, its representatives, and constituents will deal only with the Town Manager or his designated representatives in matters involving wages, hours, and terms and conditions of employment.

2.3 Upon request by one party, the other party shall provide, in writing, the name(s) of its representative(s) within three (3) days of such request.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Except as expressly modified or restricted by specific provision of this Agreement, all statutory and inherent management rights, prerogatives, and functions are retained and invested exclusively in the Employer, including, but not limited to, the rights in its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the numbers of employees to be employed; to hire employees; to determine employees' qualifications; to assign and direct employees' work and training; to determine the requirements of jobs; to promote, demote, transfer, lay-off, recall to work; to set the standards of productivity and/or the services to be rendered; to maintain efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to use independent contractors to perform work or services except as specifically limited by other provisions of this contract; and to take whatever action is either necessary or advisable to determine, manage and to fulfill the mission of the Employer and to direct the Employer's employees.

3.2 The Town Manager is the only member of management who may interpret Management Rights established by this Agreement. Any question, interpretation or inquiry regarding any provision of this Agreement shall be submitted in writing to the Town Manager. The Employer's failure to exercise any one or more of its Management Rights from time to time will not be deemed a waiver of the Employer's right to exercise any one or more of its Management Rights at a later time.

3.3 Nothing in this Article shall be construed as a waiver of the Union's rights to demand bargaining over the impact of any rule change that effects employees' terms and conditions of employment.

ARTICLE 4

NON DISCRIMINATION

4.1 Both the Employer and the Union recognize that discrimination on the basis of race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation or other protected status pursuant to state and federal law is unlawful. The parties also recognize that the Employer has established an internal procedure to investigate and resolve alleged cases of discrimination. Accordingly, allegations of employment discrimination shall not be processed through the contractual grievance/arbitration procedure.

4.2 No employee covered by this Agreement will be discriminated against by the Town because of membership in the Union, or authorized activity as required in this Agreement on behalf of the Union.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

5.1 The grievance procedure is intended to provide a quick and effective procedure for resolving employee grievances. Any portion of this Agreement, including its Preamble, is subject to the Grievance Procedure. The form of the Grievance shall be as set forth in Appendix 4 of this Agreement.

5.2 Complaints regarding the interpretation or application of a specific provision of this Agreement may be expressed orally by a bargaining unit member to his supervisor and resolved prior to the initiation of a formal grievance proceeding. In the event informal discussions fail to satisfactorily resolve a complaint, a grievance may be filed.

5.3 Grievances may be filed and are subject to the timeliness and processing provisions of the Town of Jupiter Island Ordinance 336 § 2-145 as adopted on December 13, 2011, a copy of which is appended hereto as Appendix 2 for reference only. Within seven (7) days of receiving the Town Manager's response as provided in Town of Jupiter Island Ordinance 336 § 2-145A, the grievant may appeal the decision to Step 4, the Grievance Resolution Board or the grievant may notify the Town Manager of an intent to arbitrate the grievance.

5.4 If the grievant determines to proceed pursuant to Step 4, the Grievance Resolution Board, the process shall end at the conclusion of the prescribed activities and the grievant shall have no further recourse. If a grievant determines to proceed pursuant to this Article 5, the process shall proceed as specified herein. No grievance may be arbitrated without the express written assent of the Union.

5.5 Once notice of intent to arbitrate has been presented to the Town Manager, and the Union has assented to arbitrate the matter, the Union may request the Federal Mediation and Conciliation Service for a list of five (5) qualified arbitrators. Within ten (10) days of receipt of the list, the Union or their attorney, then the Town Manager, shall each strike two names from the list. The arbitrator thus selected shall conduct the arbitration proceeding. The written decision of the arbitrator shall be final and binding upon all Parties.

5.6 The expense of the arbitrator shall be shared equally by the Union and the Employer. All expenses voluntarily incurred by a party, including but not limited to attorney fees, legal fees, court reporter charges, witness fees and other costs, shall be paid by the party incurring such costs.

ARTICLE 6

NO STRIKE

6.1 Neither the Union, nor any of its officers, agents and members, nor any Union members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slow down, sick out, concerted stoppage of work, illegal picketing, or any other interruption of the operations of the Employer.

6.2 Each employee who holds a position with the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article I, Section 6. Accordingly, the Union, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in the event of breach of this Article or the law by other employees and upon the request of the Employer, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

ARTICLE 7

This Article intentionally left blank in this Draft.

ARTICLE 8

COURT ATTENDANCE

An employee required to attend court, deposition, or any other administrative proceeding, pursuant to subpoena or other order *and* related to or arising from his duties with the Employer, and who is: *required to be absent* from a scheduled work day will receive his regular rate of pay for the hours he attends; *not required to be absent* from a scheduled workday will be paid the greater of two (2) hours or the actual hours he attends.

ARTICLE 9

RECALL

9.1 Except as provided in Article 9.2, an employee who is recalled to duty shall be compensated a minimum of two (2) hours or the actual time worked, whichever is greater.

9.2 An employee who is requested to provide early or late relief of a scheduled shift shall be compensated for the actual time worked.

9.3 Compensation for travel associated with recall shall be consistent with the requirements of the Fair Labor Standards Act.

9.4 Travel time for employees recalled to work from significant distances shall be considered time worked. The employee and Director shall jointly determine whether recall is appropriate if the recall will involve travel from a significant distance.

ARTICLE 10

HOURS OF WORK AND OVERTIME

10.1 The normal work period of the TJIPSD shall be eighty-four (84) hours each fourteen (14) days.

10.2 Overtime will be paid at the rate of one and one-half (1.5) times the employee's regular rate for all hours worked in excess of eighty-four (84) hours in a fourteen (14) day work period.

10.3 Overtime will be paid on the first payday following the work period in which it was earned.

10.4 Time paid but not worked including, but not limited to, Sick Leave, Vacation Leave, Holiday Leave and Compensatory Leave, shall not be counted as "hours worked" toward overtime in the work period.

10.5 Off-Shift Work

Employees shall perform off-shift work (overtime/special duty) as required by Director or Director's designee. Employees who wish to perform off-shift work are encouraged to list their names on the TJIPSD overtime/special duty roster. Employees who have included their names on the overtime/special duty roster shall be assigned to overtime/special duty detail first; once the roster is exhausted, overtime/special duty shall be assigned as required.

ARTICLE 11

UNIFORMS AND EQUIPMENT

11.1 Employees shall wear an approved uniform and shall use approved gear and equipment.

11.2 a. The Employer shall supply each employee with a supply of uniforms as shown below or the resources necessary to obtain such uniforms so that each employee has the following serviceable clothing/equipment as specified in G.O. 5.05.1, § IV.B.1. and, as applicable, § IV.C.1.

b. Employees shall return such uniforms to Employer when replacements are needed or when separating from the Employer.

c. Employees should expect to receive such uniforms requested within four (4) weeks of the request using form shown in Appendix 3.

11.3 The Employer shall supply each employee with a one hundred fifty dollar ($150) shoe allowance each year.

11.4 An employee may not modify his uniform, gear, or equipment without express authorization from the Director.

ARTICLE 12

WAGES

12.1a TJIPSD Public Safety Officers ("PSO") will be classified as follows:

Job Classification	Qualifications
PSO	PSOs in their first year of employment with TJIPSD
PSO I	PSOs who have completed their introductory periods with the TJIPSD, and Satisfactorily completed Field Training Program, and Attained certifications in Radar and ATV
PSO IIA[1]	PSOs who have attained PSO I status, and Completed two years of service with the TJIPSD, and Possess 50% of hours required (usually 30 hours) for Associates Degree[2] from accredited college or University and approved by the Town Manager, and Satisfactorily completed 100 hours of advanced training course electives approved by the Director based on a preapproved designed career path.
PSO IIB	PSOs who have attained PSO IIA status, and Possess Associates Degree from accredited college or University and approved by the Town Manager, and Satisfactorily completed 100 hours of advanced training course electives approved by the Director based on a preapproved designed career path.

[1] Four years of service as a sworn officer in police or public safety department may substitute for PSO status and years of service with the TJIPSD requirement *so long as* all current and prior education and training requirements are met.

[2] Program approval for this Degree and all other Degree programs in this Article must be secured from the Town Manager before the Employee commences the program.

PSO III[3]	PSOs who have attained PSO IIB status, and Completed five years of service with the TJIPSD, and Possess Bachelors Degree from accredited college or university and approved by the Town Manager, and Satisfactorily completed 160 hours of advanced training course electives approved by the Director based on a preapproved designed career path.
PSO IV[4]	Attained PSO III status, and Completed ten years of service with the TJIPSD, and Possess Masters Degree from accredited college or university and approved by the Town Manager, and Satisfactorily completed 80 hours of advanced training course electives approved by the Director based on a preapproved designed career path.

12.1b The Pay Ranges associated with the Public Safety Officer Classifications shall be as established by the Town from time to time.

12.1c PSOs progressing from one classification to the next shall receive a percent increase shown below. PSOs progressing multiple classifications shall receive the cumulative percent increase.

From	To	Increase
PSO	PSO I	2.5%
PSO I	PSO IIA	1.5%
PSO IIA	PSO IIB	1.5%
PSO IIB	PSO III	3.5%
PSO III	PSO IV	4%

12.2a TJIPSD Public Safety Corporals will be classified as follows:

[3] Eight years of service as a sworn officer in police or public safety department may substitute for PSO status and years of service with the TJIPSD requirement *so long as* all current and prior education and training requirements are met.

[4] Fourteen years of service as a sworn officer in police or public safety department may substitute for PSO status and years of service with the TJIPSD requirement *so long as* all current and prior education and training requirements are met.

Job Classification	Qualifications
Corporal	Corporals in the first year following promotion/hire with TJIPSD
Corporal I	Corporals who have completed their introductory/one-year probation periods with the TJIPSD, and Possess Associates Degree from accredited college or university approved by the Town Manager, and Satisfactorily completed 120 hours of investigative training courses *plus* satisfactorily completed additional 80 hours of advanced training course electives consistent with rank and approved by the Director.
Corporal IIA	Corporals who have attained Corporal I status, and Completed five years of service with the TJIPSD, and Possess at least 90 credit hours (AA + 30 credit hours) toward Bachelors Degree from accredited college or university approved by the Town Manager, and Satisfactorily completed 80 hours of advanced training course electives consistent with rank and approved by the Director.
Corporal IIB	Corporals who have attained Corporal IIA status, and Possess Bachelors Degree from accredited college or university approved by the Town Manager, and Satisfactorily completed 80 hours of advanced training course electives consistent with rank and approved by the Director.
Corporal III	Attained Corporal IIB status, and Completed ten years of service with the TJIPSD, and Possess Masters Degree from accredited college or university approved by the Town Manager, and Satisfactorily completed 80 hours of advanced training course electives consistent with rank and approved by the Director.

12.2b The Pay Ranges associated with the Corporal classifications shall be as established by the Town from time to time.

12.2c Corporals progressing from one classification to the next shall receive a percent increase shown below. Corporals progressing multiple classifications shall receive the cumulative percent increase.

From	To	Increase
Corporal	Corporal I	3%
Corporal I	Corporal IIA	1.75%
Corporal IIA	Corporal IIB	1.75%
Corporal IIB	Corporal III	4%

12.2d Upon ratification and presentation of documentation of inservice and formal educational requirements and provided employees meet all other requirements of a classification, PSOs and Corporals shall be advanced to the appropriate classification. Any adjustments to pay associated with said advancement shall be effective the date employee provides documentation. Employees shall be slotted into their appropriate classifications without increase until they progress to the next classification except as provided in 12.6 below.

12.3 TJIPSD employees shall not receive separate Fire/EMT incentives; Fire/EMT incentives are part of an employee's base rate. TJIPSD employees may receive such educational incentives for which they qualify pursuant to State statute *so long as that program is in effect*. TJIPSD employees may receive assignment pay when working as a Field Training Officer, a Marine Patrol Officer or other special assignments as may from time to time be appropriate as determined by the Town Manager.

12.4 Nothing in this Article is intended to limit the ability of employees to participate in such compensation programs in the same manner as other Town personnel.

12.5 PSOs and Corporals working in a higher classification (WHC) for thirty or more continuous calendar days shall be paid an additional 5% over their base rate of pay for all hours worked during the period (WHC Incentive). A PSO or Corporal must work in a higher classification for 30 or more

continuous calendar days to receive any WHC Incentive. The WHC Incentive is paid only for hours worked.

12.6 The advanced training classes described in each Section 12.1a and 12.2a are not cumulative. This is to say that the advanced training classes described for each level of PSO or Corporal are in addition to the advanced training classes described for the level below.

ARTICLE 13

TRAINING

13.1 The Town shall pay for all training that is required, mandatory or necessary. Attendance at required, mandatory, and necessary training shall be treated as hours worked.

a. Training is deemed required when an employee is given a direct order by the Director to attend training.

b. Training is deemed mandatory when it is required by the State for recertification purposes as a Police Officer, Firefighter, or EMT.

c. Training is deemed necessary when it satisfies a departmental objective or requirement as identified by the Director.

13.2 The Town may pay for certain voluntary trainings. Attendance at voluntary training is not compensable and shall not be treated as hours worked. Voluntary training includes:

a. Training that an employee wishes to attend for personal career development (management or selected subject seminars); and

b. Training or courses to advance an employee's civilian education (completion of degree requirements).

13.3 Banked holiday leave may be used for such education and training opportunities that are not compensable or treated as hours worked.

13.4 All requests for training must be approved by the Director.

ARTICLE 14

HEALTH INSURANCE

The Employer will provide employee health & welfare benefits for employees on the same terms and conditions as provided to the Employer's non-bargaining unit employees. Employees shall be offered dependent coverage health insurance benefits on the same terms and conditions as provided to the Employer's non-bargaining unit employees.

ARTICLE 15

SICK LEAVE

15.1 Employees shall accumulate sick leave hours at the rate of one hundred five percent (105%) of the rate of accumulation of the Town's non-sworn personnel.

15.2 Sick leave begins to accumulate on the date of employment and shall accumulate up to a maximum of 240 hours.

a. Upon *retirement*, employees eligible for payment of sick leave will be paid fifty percent (50%) of the employee's accumulated regular sick leave not to exceed a maximum of 80 hours pay and fifty percent (50%) of the employees "reserved" sick leave so that the combined total shall not exceed 320 hours pay.

b. Upon *separation*, employees eligible for payment of sick leave – those employees who have been employed by the Town for at least ten (10) consecutive years – will be paid fifty percent (50%) of the employee's accumulated regular sick leave not to exceed a maximum of 80 hours pay and fifty percent (50%) of the employee's "reserved" sick leave so that the combined total shall not exceed a maximum of 160 hours pay.

ARTICLE 16

HOLIDAYS

16.1 Employees shall accumulate holiday hours at the rate of one hundred five percent (105%) of the rate of accumulation of the Town's non-sworn personnel.

16.2 Employees who work on an observed holiday shall receive 8.4 hours holiday pay and shall receive one and one half (1½) times their regular rate for all hours worked.

16.3 Employees who do not work on an observed holiday shall receive 8.4 hours holiday pay.

16.4 Employees may elect to bank their holiday pay as time that may be taken at a later date, so long as coverage is otherwise available. Any banked time remaining shall be paid to the employee at the Town's fiscal year end.

ARTICLE 17

VACATION

17.1 Employees shall accumulate Vacation Leave hours at the rate of one hundred five percent (105%) of the rate of accumulation of the Town's non-sworn personnel.

17.2 Vacation Leave shall accumulate according to the employee's current annual Vacation Leave allotment; at the end of any fiscal year, individual employee accumulations in excess of two times the employee's annual vacation leave allotment is forfeited.

17.3 Vacations shall be scheduled for each fiscal year no later than September 15 of the prior fiscal year.

a. No later than August 1 of the prior fiscal year, TJIPSD shall make available a vacation calendar from which employees shall select their vacation days. Once the most senior employee has selected his first desired vacation period, the vacation calendar shall move to the next senior employee for selection and so forth until all vacation leave is scheduled.

b. Once selected, an employee may adjust his vacation periods as dates are or become available.

c. One employee per shift may take vacation time off *so long as* coverage is otherwise available.

d. Scheduled vacations may be canceled based on coverage and for other exigent circumstances.

17.4 Vacations shall be scheduled in shift day increments unless specifically approved by the Director or Director's designee. Employees shall not be required to take vacation in blocks of time and there shall be no blackout periods.

17.5 The maximum amount of vacation leave an employee may be paid at separation is two times the employee's current annual vacation allotment.

ARTICLE 18

BEREAVEMENT LEAVE

18.1 The Employer will provide Bereavement Leave for employees on the same terms and conditions as provided to the Employer's non-bargaining unit employees such that the maximum Bereavement Leave that will be paid shall equal one hundred five percent (105%) of the Bereavement Leave that may be paid to the Town's non-sworn personnel.

ARTICLE 19

DUTY DISABILITY LEAVE

A bargaining unit member who sustains a serious injury/illness on-duty while in fresh pursuit (as defined in F.S. 112.19(d), Florida Statutes (2003)) or in the apprehension of a violent person, or who sustains a serious injury under extraordinary circumstances while engaged in Public Safety activities may receive a supplement to the Workers' Compensation that will provide 100% of his base salary.

a. This full-pay status shall be granted only after submission of medical certification which clearly demonstrates that the injury/illness is the result of one of the aforementioned criterion. A bargaining unit member may receive an amount equal to the difference of his Workers' Compensation benefit and his thirteen (13) week average take home pay for a maximum of 365 days from the date of injury.

b. All questions regarding eligibility for the supplemental payment provided in this section shall be resolved at the sole discretion of the Town Manager without resort to the grievance and arbitration procedure.

ARTICLE 20

BULLETIN BOARDS

20.1 The Employer will provide the Union with one bulletin board that will be used solely by the Union for posting Union notices of a businesslike, non-inflammatory nature.

20.2 All notices posted on these bulletin boards shall be reviewed, signed and dated by the Union President or his Designee and the Director of the TJIPSD before they are posted.

20.3 The Union President or his Designee shall check all bulletin boards regularly to ensure that only authorized materials are posted on the bulletin boards. Upon seeing unauthorized materials posted on a bulletin board or receiving notice that such materials are posted on a bulletin board, the Union President or his Designee shall cause such unauthorized postings to be removed immediately from the bulletin board. Additionally, the Director or his Designee may remove unauthorized postings from the bulletin board.

ARTICLE 21

UNION BUSINESS

21.1 Negotiations

The Union President or his Designee shall be allowed time off without pay to attend meetings with the Employer for the purpose of negotiating successor agreements or such other negotiations as provided for in this Agreement. Such meetings will be set at mutually agreed upon times and places.

21.2 Grievances, Hearings or Arbitrations

A Union representative may be granted time off without pay for processing of grievances or attending special master hearings or arbitrations related to this Agreement.

21.3 Union Time Pool

The Employer shall create and the Union shall administer a time pool that may be used to cover unpaid absences from work for such business described in this Article. The time pool shall be populated by the employees who shall each contribute four (4) hours each year from accumulated Vacation Leave into the pool. This donation is irrevocable and must be in increments of at least four (4) hours although there is no limit to the hours a Union member may donate. The hours in the Union time pool may be debited to cover unpaid time off for Union business. Any authorization to debit the Union time pool and credit the absent employee must be signed by two (2) of the Union's members, except that the Union time pool shall reimburse the Employer for any overtime resulting from absences from work related to this Article and no such authorization shall be required.

ARTICLE 22

WORK RULES

22.1 The parties recognize that the Employer currently has work rules, regulations, policies and implements procedures governing employment. The parties agree that the TJI and TJIPSD have the sole and exclusive discretion to formulate, amend, revise and implement such rules, regulations, policies and procedures.

22.2 In the event that any rule, regulation, policy or procedure conflicts with this Agreement, the language in this Agreement shall control.

22.3 Only the terms of this Agreement shall be subject to arbitration.

ARTICLE 23

RETIREMENT

The Employer will continue to provide retirement benefits for employees in keeping with the terms of the Town of Jupiter Island 401(a) Plan and the Town of Jupiter Island Deferred Compensation Plan, both adopted pursuant to Town of Jupiter Island Resolution 747, December 16, 2014.

ARTICLE 24

DUES DEDUCTION

24.1 The Employer shall deduct, 2 times each month, dues owed by a member to the Union from the salary of a member, so that dues are deducted from members' paychecks in 24 pay periods each year, provided that, prior to deduction, the Union has provided to the Employer a signed statement authorizing such deduction and the amount of the deduction from such member's salary. Such authorization may be canceled by the member upon thirty (30) days written notice thereof to both the Union and the Employer.

24.2 The Union shall pay Employer Forty Dollars ($40.00) each month, or as otherwise agreed in keeping with the provisions of this Article, for deducting Union dues from salaries. Payment shall be made no later than the 15th day of the month.

24.3 The Union hereby indemnifies the Employer from and against any and all claims on account of dues deducted pursuant to the provisions of this Article.

ARTICLE 25

DURATION OF AGREEMENT

25.1 This Agreement will commence on October 1, 2015, and will remain in effect until September 30, 2018.

25.2 The parties agree that Wages and two articles are subject to negotiations each fiscal year of this Agreement.

25.3 Should either party desire to reopen or renegotiate this Agreement as provided herein, that party shall notify the other party in writing no later than March 1 of that fiscal year except that in the first year of this contract, this date shall be no later than 60 days following ratification of the Agreement.

a. The party who wishes to reopen or renegotiate shall submit its proposed changes, in writing, either in the initial notice of negotiations or at the first meeting.

b. Both parties are obliged to meet and confer within twenty (20) days after receipt of written notice of the request for a meeting for collective bargaining purposes unless this time limit is extended by mutual consent.

ARTICLE 26

SAVINGS CLAUSE

26.1 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid or unlawful by any court action or by reason of any existing or subsequently enacted legislation, or State or Federal rule or regulation or Administrative Agency action, the remaining parts or portions of this Agreement shall remain in full force and effect.

26.2 In the event any provision of this Agreement, or the application of such provision should be rendered or declared invalid as described in 26.1 above, the Employer and the Union will, as soon as practical, meet to determine whether a replacement provision is necessary. If the Parties mutually agree that a replacement provision is necessary, the provision shall be prepared in keeping with the requirements of Article 27 of this Agreement.

ARTICLE 27

APPENDICES AND AMENDMENTS

27.1 Issues neither foreseen nor addressed during these negotiations and not included in this Agreement may be addressed by the Parties and included as an amendment by a mutually agreed Memorandum of Understanding ("MOU"). The form of the MOU shall be as set forth in Appendix 1 of this Agreement.

27.2 All appendices and amendments to this Agreement shall be numbered, dated and signed by the Parties, shall become part of this Agreement, and shall be subject to all provisions of this Agreement.

APPENDICES

Appendix	Description
1	Memorandum of Understanding Form
2	Town of Jupiter Island Ordinance 336 § 2-145
3	Uniform Request
4	Grievance Form

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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, 2018, 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 on the dates noted below.

FOR THE TOWN OF JUPITER ISLAND

Gene A. Rauth, Town Manager

FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

John S. Kazanjian, President

MEMORANDUM OF UNDERSTANDING

M.O.U. Number: (use date)

Contract Article: _____

Contract End Date: _____

Effective Date: _____

(Body of text goes here)

Management Team Members: Date of Signatures:

_____ _____
Chief

_____ _____
Town Manager

PBA Members: Date of Signatures:

_____ _____

_____ _____

ORDINANCE NO. 336

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING ORDINANCE NO. 245, AT SECTION 2-145, STEP 4, SO AS TO DELETE THE FOLLOWING LANGUAGE: "ALSO, IN THE EVENT OF A MATTER RELATED TO THE TOWN'S DRUG FREE WORKPLACE POLICY, THE TOWN COMMISSION SHALL REVIEW AND APPROVE ALL PERSONNEL DECISIONS."; AND, TO CONFORM AND CLARIFY THE REMAINING PROVISIONS OF ORDINANCE 245, PROVIDING FOR A METHOD OF EMPLOYEE GRIEVANCES; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF A GRIEVANCE RESOLUTION BOARD; PROVIDING FOR THE POWERS AND DUTIES OF SAID BOARD; PROVIDING FOR RESOLUTION OF INFORMAL GRIEVANCES; PROVIDING FOR RESOLUTION OF FORMAL GRIEVANCES; PROVIDING FOR INCLUSION INTO THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2, ADMINISTRATION, ARTICLE VI, BOARDS, COMMISSIONS AND COMMITTEES, BY CREATING A NEW DIVISION 2, GRIEVANCE RESOLUTION BOARD; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Ordinance No. 245 passed and adopted by the Town Commission on April 30, 1999, and amended July 10, 2000, is hereby amended by incorporating the language of said Ordinance in the Town's codified set of ordinances at Chapter 2, Administration, Article VI, Boards, Commissions and Committees, by including a new Division 2, incorporating therein, an amendment at Section 2-145, Step 4, so as to delete the reference to the Town Commission's review and approval of all personnel decisions related to matters involving the Town's Drug-Free Workplace Policy, and to conform and clarify the provisions of said Ordinance to read as follows:

CHAPTER 2

ADMINISTRATION

Article VI. Boards, Commissions and Committees

Division 2. Grievance Resolution Board

Sec. 2-140. Resolution of Employee Grievances.

It is declared that the public policy of the Town, and the purpose of this Ordinance, is to provide implementation of a procedure for review of certain employee grievances while maintaining the orderly and uninterrupted operations and functions of government and management. This procedure will provide the means to attempt to resolve disputes which may arise between employees and their supervisors.

Sec. 2-141. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Board means the Grievance Resolution Board.

Employee means any regular, full-time employee of the Town. Introductory employees are excluded from these provisions unless said employee is serving an introductory period on a promotional appointment status in a regular position.

Formal Grievance means a dispute or difference between employees and their supervisors involving formal disciplinary action, including dismissal, demotion, and/or suspension. Formal grievances may begin at Step 3 of the process.

Informal Grievance means a dispute or difference between employees and their supervisors involving a verbal counseling or reprimand. Informal grievances shall not advance past Step 2 of the grievance procedure.

Grievance Statement means a written statement of the grievance and the facts upon which it is based.

Grievance Form is the form provided by the Town of Jupiter Island used to file a grievance.

Sec. 2-142. Time Limitations.

The time periods set forth in this grievance procedure shall be strictly observed, and it shall be the responsibility of the aggrieved employee to ensure that the time limits for processing a grievance are met. If for any reason the aggrieved employee does not receive a timely response at any step of the process, it is the employee's responsibility to timely advance the grievance to the next step.

These time periods may be extended by mutual written agreement of the employee and the other party involved at any given step.

Sec. 2-143. Grievance Resolution Board.

A. *Authorized, empowered.* There is hereby authorized and empowered for each properly grievable occurrence a Grievance Resolution Board to hear employee appeals on formal grievances. The Board shall consist of three regular members and three alternate members serving staggered terms. One regular and one alternate member shall be appointed by the Town Commission, and one regular and one alternate member shall be appointed by the Town Manager. The appointees of the Town Commission and the Town Manager shall jointly appoint one regular and one alternate member. The members shall serve two-year terms and until his or her successor is appointed. One regular and one alternate member shall serve a term that expires April 30, 2000 (as the initial term expires the new term shall be two years) and two regular and two alternate members shall serve terms that expire April 30, 2001. The regular members shall select a chairperson at its first meeting following each round of appointments. Alternate members may act in the temporary absence of the regular member designated by the same entity that designated the alternate or when that regular member is disqualified in a particular case. The chair and other members shall devote such time as is necessary to perform their duties in a fair and impartial manner.

B. *Powers and Duties.* The function of the Board shall be to review unresolved employee formal grievances that have been properly processed pursuant to the Town grievance procedure as noted herein and submitted to the Board on a timely basis. Except as otherwise specified below, the Board shall have the power to establish its own procedures, schedule and conduct hearings, and take evidence and/or testimony from interested parties. All available written documents and reports relevant to

the formal grievance shall be submitted to the Board. All proceedings of the Board shall comply with the open records and open meetings requirements of Chapters 119 and 286, Florida Statutes.

In all cases the Board shall be bound by and act with due regard for the Town's right to determine unilaterally the purpose of each department, set standards of services to be offered to the public, exercise control and discretion over organization and operations, direct employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. Nothing contained in this article shall diminish or impede the exercise of those management rights.

Sec. 2-144. Resolution of Informal Grievances.

A. Step 1.

The aggrieved employee shall present any grievance orally to his or her immediate supervisor within three (3) working days of the matter causing the complaint. Discussion will be informal for the purpose of resolving differences in the simplest and most direct manner. It is expected that most matters can be resolved at Step 1. If the employee is not satisfied with the results of the oral discussion with his or her immediate supervisor, the grievance may be presented in writing on the grievance form to the immediate supervisor within two (2) working days following the initial oral discussion. The immediate supervisor shall renderhis or her decision, in writing, within three (3) working days of receipt of the grievance form.

B. Step 2.

If the grievance is not resolved in Step 1, the employee may within five (5) working days of receipt of the immediate supervisor's written decision, , submit the written grievance to the employee's Department Head. If the employee's immediate supervisor is also the Department Head, the employee may proceed to Step 3.

The Department Head shall confer with the employee's immediate supervisor and with the employee, and shall investigate as he or she deems necessary to resolve the grievance. Within five (5) working days of the receipt of the written grievance, the Department Head shall then conduct a meeting with the employee, the supervisor, and any other relevant persons concerning the grievance. The Department Head shall give the employee a written decision on the grievance within two (2) working days of the meeting.

With regard to all informal grievances, the decision of the Department Head will be final.

Sec. 2-145. Resolution of Formal Grievances.

A. Step 3.

A grievance involving suspension, demotion or discharge may be introduced, in writing, to the Town Manager within seven (7) working days of the event giving rise to the grievance.

If the Department Head has not resolved the grievance at Step 2, the employee may forward the written grievance to the Town Manager within three (3) working days of receipt of the Department Head's written decision.

The Town Manager shall meet with the aggrieved employee within seven (7) working days after the receipt of the grievance. If a resolution of the grievance is not reached at this meeting, the Town Manager shall furnish a copy of his or her decision to the aggrieved employee within five (5) working days after the meeting.

An employee who is grieving suspension, demotion or discharge may appeal the Town Manager's decision to Step 4, the Grievance Resolution Board.

B. Step 4.

If the grievance is not resolved by written response of the Town Manager, the employee may, within seven (7) working days of receipt of the Town Manager's written decision, forward the written grievance to the Board, which shall, within a reasonable period of time, not to exceed 30 days, conduct a hearing on the matter. At the hearing, the Board shall consider only the grounds and reasons for the grieved discipline and shall only consider evidence relevant to the truth or falsity of those grounds and reasons. Upon conclusion of the hearing, the Board shall prepare findings of fact and, based on those findings, either affirm or reverse the grieved action. The Board shall render its decision in writing within fifteen (15) days of the hearing. If affirmed, the grievance resolution procedure ends at this Step. If reversed, the Town Manager shall review the Board's findings of fact and issue discipline consistent with the findings. The Board has no authority to modify any discipline that was ordered. Discipline will remain within the purview of the Town Manager. Notwithstanding the foregoing, if the Town Manager is an employee's

immediate supervisor, the Board has the authority to modify discipline ordered by the Town Manager.

In the event of a complaint involving the Town Manager, the Board will fulfill the investigatory and decision making role of the Town Manager in this process.

Section 2. Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability.

If any court of competent jurisdiction holds any word, part, section, paragraph or provision hereof to be unlawful or unconstitutional, such ruling or finding shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 5. Effective Date.

This Ordinance shall become effective immediately upon passage.

PASSED UPON FIRST READING THE 15th **DAY OF** November, **201**1.

PASSED AND ADOPTED UPON SECOND READING THE FOLLOWING PUBLIC HEARING THE 13th **DAY OF** December, **201**1.

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

Clerk

REQUISITION FORM

Appendix 3

JUPITER ISLAND PUBLIC SAFETY DEPARTMENT
UNIFORM / EQUIPMENT REQUISITION FORM

NAME: _____ **DIVISION / UNIT:** _____ **DATE:** _____

UNIFORMS		QTY
CLASS A		
LS SHIRTS (BLUE)- SIZE:	(2)	
UNIFORM PANTS - SIZE:	(2)	
DARK BLUE TIE	(1)	
HAT - SIZE: 71/4	(1)	
HAT RAIN COVER	(1)	
HAT ACORNS	(1)	
HAT STRAP	(1)	
HAT BADGE)	(1)	
CLASS B		
SS SHIRTS (BLUE)- SIZE:	(5)	
UNIFORM PANTS - SIZE:	(5)	
POLICE BALL CAP	(1)	
WINTER JACKET	(1)	
ID CARD	(1)	
NAME TAG	(1)	
EMT PIN	(1)	
FIRE PIN	(1)	
MOURNING BAND	(1)	
UNIFORM BADGE	(1)	
COMMEMORATIVE BADGE	(1)	
SPECIALTY BADGE	(1)	
CLASS C		
BLUE POLO SHIRT SIZE:	(3)	
BDU PANTS SIZE:	(3)	
BDU SHORTS SIZE:	(3)	

DUTY BELT		L*	N*	QTY
GUN BELT	(1)			
PANTS BELT	(1)			
RADIO HOLDER	(1)			
HOLSTER	(1)			
MAGAZINE HOLDER	(1)			
FLASHLIGHT RING	(1)			
EXPAND BATON	(1)			
EXPAND BATON HOLDER	(1)			
HANDCUFF CASE	(1)			
HANDCUFFS	(1)			
GLOVE POUCH	(1)			
KEEPERS	(Set of 4)			
*OFC issued leather (L) and nylon (N) gear				

MISCELLANEOUS EQUIPMENT		
TICKET BOOK HOLDER	(2)	
METAL CLIPBOARD/REPORT HOLDER	(1)	
PORTABLE SERIAL #	(1)	
ELECTRONIC BUILDING KEY	(1)	
POLICE POLICY MANUEL CD #	(1)	
TOWN POLICY MANUEL #	(1)	
BALISTIC VEST SIZE:	(1)	
BALISTIC COVER	(1)	
TATICAL KNIFE	(1)	
EMT WATCH	(1)	
RAINCOAT SIZE:	(1)	

		QTY
BIKE SHORTS - SIZE:	(1)	
BIKE GLOVES	(1)	
BIKE SHOES - SIZE:	(1)	

WEAPONS			
DUTY	MAKE	MODEL	SERIAL
OFF DUTY	MAKE	MODEL	SERIAL

BUNKER GEAR		
FIRE BAG	(1)	
JACKET - SIZE:	(1)	
PANTS - SIZE:	(1)	
BOOTS - SIZE:	(1)	
NOMEX HOOD	(1)	
GLOVES - SIZE:	(1)	
SUSPENDERS	(1)	
HELMET W/ VISOR	(1)	
SPANNER WRENCHES	(2)	

SIGNATURE: _____

MX:My Documents\Uniform & Equipment Inventory

Grievance Form

Contract Period
10/1/2015 to 9/30/2018

Step 1: *The aggrieved employee shall present any grievance orally to his or her immediate supervisor within three (3) working days of the matter causing the complaint. Discussion will be informal for the purpose of resolving differences in the simplest and most direct manner. It is expected that most matters can be resolved at Step 1. If the employee is not satisfied with the results of the oral discussion with his or her immediate supervisor, the grievance may be presented in writing on the grievance form to the immediate supervisor within two (2) working days following the initial oral discussion. The immediate supervisor shall render his or her decision, in writing, within three (3) working days of receipt of the grievance form.*

Date presented to Supervisor:_____
Grievant's Signature:_____
Date of written response as to disposition of grievance from Supervisor to the Grievant:_____
Supervisor's Signature:_____

_____	_____	_____
Date of Grievance	Name of Grievant	Signature of Grievant

Grievance:

_____
_____
_____
_____
_____
_____

Describe the facts giving rise to the grievance:

_____

_____

_____

_____

_____

_____

This complaint involves the interpretation or application of the following Article or Articles (specify sections):

_____

_____

Step 2: *If the grievance is not resolved in Step 1, the employee may within five (5) working days of receipt of the immediate supervisor's written decision, submit the written grievance to the employee's Department Head. If the employee's immediate supervisor is also the Department Head, the employee may proceed to Step 3.*

The Department Head shall confer with the employee's immediate supervisor and with the employee, and shall investigate as he or she deems necessary to resolve the grievance. Within five (5) working days of the receipt of the written grievance, the Department Head shall then conduct a meeting with the employee, the supervisor, and any other relevant persons concerning the grievance. The Department Head shall give the employee a written decision on the grievance within two (2) working days of the meeting.

With regard to all informal grievances, the decision of the Department Head will be final.

Date written grievance to employee's Department Head:_____
Grievant's Signature:_____
Department Head's Signature:_____
Date written response received by Grievant:_____
Grievant's Signature:_____
Department Head's Signature:_____

Step 3: *If the Department Head has not resolved the grievance at Step 2, the employee may forward the written grievance to the Town Manager within three (3) working days of receipt of the Department Head's written decision.*

The Town Manager shall meet with the aggrieved employee within seven (7) working days after the receipt of the grievance. If a resolution of the grievance is not reached at this meeting, the Town Manager shall furnish a copy of his or her decision to the aggrieved employee within five (5) working days after the meeting.

Date Grievant filed grievance with Town Manager:_____
Grievant's Signature:_____
Town Manager's Signature:_____

Date Grievant met with Town Manager to resolve grievance:_____
Grievant's Signature:_____
Town Manager's Signature:_____

Date of written response as to disposition of grievance from the Town Manager to the Grievant:_____
Grievant's Signature:_____
Town Manager's Signature:_____

Step 4: *Within seven (7) days of receiving the Town Manager's response, the grievant shall notify the Town Manager of an intent to proceed to the Grievance Resolution Board.*

Date Grievant notified Town Manager of intent to proceed to the Grievance Resolution Board:_____
Grievant's Signature:_____
Town Manager's Signature:_____

(OR)

Within seven (7) days of receiving the Town Manager's response, the grievant shall notify the Town Manager of an intent to arbitrate the grievance.

Date Grievant notified Town Manager of intent to arbitrate grievance:_____
Grievant's Signature:_____
Union Representative's Signature/Assent to Arbitrate:_____
Town Manager's Signature/Assent to Arbitrate:_____

Date list of five (5) qualified Arbitrators received:_____
Union Representative's Signature:_____
Town Manager's Signature:_____

Date Arbitrator selected from list:_____
Name of Arbitrator selected from list:_____
Union Representative's Signature:_____
Town Manager's Signature:_____