

**PALM SPRINGS SERGEANTS/POLICE OFFICERS' CONTRACTS**

**BETWEEN THE**

**VILLAGE OF PALM SPRINGS**

**AND**

**THE PALM BEACH COUNTY  
POLICE BENEVOLENT ASSOCIATION**

**OCTOBER 1, 2015**

**THRU**

**SEPTEMBER 30, 2018**

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**Article 1**  
**Agreement-Preamble**

**1.1** This Agreement is entered into by The Village of Palm Springs, Florida herein after referred to as the “Village” and the Palm Beach County Police Benevolent Association, herein after referred to as the “Association,” to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic, complete and full agreement between the parties and all other conditions of employment.

**Article 2**  
**Recognition**

**2.1** The Village hereby recognizes the Association as the exclusive bargaining representative as provided in Chapter 447, Florida Statutes, for those employees in the unit certified by the Public Employees Relation Commission in its certification Number RC-95-020 and certification Number 1754.

**2.2** The Village 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 employees in 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, FL 33409

**Article 3**  
**Non-Discrimination**

**3.1** The Parties agree that they will not discriminate against any employee because of race, color, gender/sex, national origin, religion, marital status, disability, marital status, familial status, veteran or military status, genetic information, sexual orientation or because of a status as a member in any other group protected by applicable law. Nothing herein shall restrict the Village from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

**3.2** The Association and/or its individual Members will not discriminate against or harass any employee who does not choose to become a member of the Association.

**3.3** There shall be no discrimination, interference, unlawful restraint, or coercion by the Village against any employee for his activity on behalf of, or membership in, the Association.

**Article 4**  
**Gender**

**4.1** It is the intent of the parties that this agreement shall be gender neutral. If the pronoun “he” or “she” is utilized in this Agreement, such pronoun shall refer to persons of either sex.

**Article 5**  
**Appendices and Amendments**

**5.1** Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall thereafter constitute part of this agreement.

**Article 6**  
**Dues Deduction**

**6.1** The Village agrees to deduct Association Dues from bargaining unit employees' wages on a monthly basis for the term of this Agreement. Association dues to be determined by the Association.

**6.2** The Village shall remit monies so collected to the Association within fourteen (14) days of receipt of the billing from the Association.

**6.3** The Association shall notify The Village of any change in the amount of dues to be deducted at least 30 days in advance of any such change in the amount of deduction.

**6.4** Deductions hereunder shall be pursuant to a properly executed dues authorization card.

**6.5** Any member of the Association may, on thirty (30) days written notice to the Village, require that the Village cease making deductions from his/her wages. The Village shall forward a copy of such written notice to the Association.

**6.6** The Association agrees to indemnify and hold harmless the Village, its agents, employees, and officials from and against any claims, demands, or causes of action of any nature whatsoever, including reasonable attorney fees, asserted by any person, firm, or entity, based on or relating to any payroll deduction required or under taken under this article.

**Article 7**  
**Bulletin Boards**

**7.1** The Village shall furnish the Association with space for a Bulletin Board in the hallway by the Department Briefing Room at 230 Cypress Lane, Palm Springs, Florida.

**7.2.** The Association shall use the bulletin board only for the purpose of posting official Association business items. No item shall be placed on the bulletin board without first being reviewed and initialed by the Association President or his designee and the Director of Public Safety or his designee.

**7.3** The Association shall not post any item which is disruptive of the Village's operation.

**Article 8**  
**Work Stoppages**

**8.1** There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job action or refusal to perform assigned work by the employees covered under this agreement.

**8.2** It shall be a violation of this agreement for any employee, while on duty, to fail or refuse to cross any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

**8.3** The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the Village. Nothing herein shall restrict the Village from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

**8.4** The Association recognizes that the Village and the employees, covered hereunder are responsible for and engaged in activities which are the basis of health, safety and welfare of the Village's citizens and that; therefore, any violation of this article would give rise to irreparable damage to the Village and the public at large. For the purpose of this Article, it is agreed that the Association shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article. Accordingly, it is understood and agreed that in the event of any violation of this article, the Association agrees to the issuance of legal and equitable relief against the Association, its officers, and agents, in accordance with applicable laws.

**Article 9**  
**Work Period and Overtime**

**9.1** The normal work period for police personnel covered by this Agreement shall be eighty-four (84) hours worked in a fourteen (14) day work period. All hours worked in excess of eighty-four (84) hours in the aforesaid fourteen (14) day work period shall be compensated at the rate of time and one half the employee's regular rate of pay in accordance with the 7(K) exemption of the Fair Labor Standards Act. At the employee's request the compensation may be credited as compensatory time at the rate of time and one half, but cannot exceed one hundred (100) hours of accumulation. The time can be used as time off only, and will be considered productive time for payroll purposes. Employees who exceed the maximum accrual of compensatory time shall be paid for the time that exceeds the maximum amount effective upon ratification of this Agreement.

**9.2** Nothing herein shall restrict the Public Safety Director from altering the starting and quitting times and/or the numbers of hours worked on a given work day for any employee covered hereunder; provided, however, that overtime or-compensatory compensation (time and a half) is paid as prescribed in sections 9.1. Starting and quitting times shall not be altered to avoid the payment of overtime or premium rates of pay as provided in this Agreement, except in the case of Department directed training programs.

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

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

**9.5** The assignment to shifts of police personnel covered by this Agreement shall be based upon seniority with bidding occurring every six (6) months. Bidding for shift assignments effective the first pay periods beginning after October 1 and April 1 shall be done during the first two weeks of September and March, respectively. Shift assignments shall be posted during the third weeks of September and March.

**Article 10**  
**Grievance and Arbitration Procedure**

**10.1** Bargaining unit employees will follow all written and verbal orders given by supervisors even if such orders are alleged to be in conflict with the agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits, nor shall compliance affect the ultimate resolution of the grievance.

**10.2** A “grievance” is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Association. In either case, the procedure to be followed will be the same. The grievant (whether it be the Association or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Association on behalf of the Association itself or the entire bargaining unit shall be filed with the Director of Public Safety or his designee at Step 2, within the time period prescribed in Step 1. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or applications of one or more express provisions of this Agreement. The Village need not entertain or process any dispute, claim or complaint or other matter not meeting this definition.

**10.3** Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

**STEP 1:** An aggrieved employee or the Association shall present in writing the grievance to the aggrieved employee’s Police Supervisor or his designee within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Supervisor or his designee shall forward a copy of the grievance to the Director of Public Safety. The grievance shall be signed by the employee and shall state; (a)The date of the alleged events which gave rise to the grievance; (b)the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c)statement of fact pertaining to or giving rise to the alleged grievance; and (d)The specific relief requested. The Supervisor or designee shall, within ten(10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Association and the Director of Public Safety.

STEP 2: Any grievance which cannot be satisfactorily settled with the Police Supervisor or his designee shall then be taken up with the Director of Public Safety or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Director of Public Safety or his designee within ten (10) calendar days after the due date for the Supervisor response in Step 1 above. The Director of Public Safety or his designee shall discuss the grievance with the grievant (whether it be an individual employee or the Association and shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), and Association.

STEP 3: Any grievance, which cannot be satisfactorily settled in Step 2 above, shall then be taken up with the Village Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the Village Manager within ten (10) calendar days after the due date for the Director of Public Safety's response in Step 2 above. The Village Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Association, and the Director of Public Safety within ten (10) calendar days after presentation of the grievance at this step.

STEP 4: If the grievant (whether it be the Association or an individual employee) is not satisfied with the Village Manager's decision in Step 3 above, the Association may request arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the Village Manager within ten (10) calendar days of receipt of the Village Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Association (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

**10.4** Within ten (10) calendar days from receipt of such notice of arbitration, the parties shall meet to select an arbitrator. In the event the parties cannot agree on an arbitrator, they shall within five (5) calendar days, jointly request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The Association and the Village will alternately eliminate one at a time from said list of names, persons not acceptable, until only one (1) remains and this person will be the arbitrator. The Village and the Association will alternate in the right to first strike names in successive arbitrations with the strike of the first arbitration panel to be determined by the toss of a coin.

**10.5** As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the Village and the Association in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.

**10.6** The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws and the Village Ordinances or resolutions, except to the extent as specifically provided herein.

**10.7** The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that the action taken by the non-grieving party violated a specific provision of this Agreement. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party proved by clear and convincing evidence that the action taken by the non-grieving party violated a specific provision of this Agreement.

**10.8** No decision of an arbitrator or of the Village in any one case shall create a basis for retroactive adjustment in any other cases. All claims and awards for back wages shall be reduced by any unemployment compensation and/or interim earning that the grievant may or might have received during the period involved.

**10.9** In settlement of any grievance after an arbitration hearing has commenced, resulting in retroactive payment or adjustment, including back wages, such adjustment shall be approved by the Arbitrator.

**10.10** Nothing in this article shall prevent the parties from agreeing to jointly submit a grievance to mediation or other alternate dispute resolution method in lieu of arbitration, or prior to requiring arbitration. The time period for arbitration shall be tolled

by agreement to mediate and a notice of arbitration may be filed within 10 days of a mediator's written findings of "no agreement."

**Article 11**  
**Management Grievance-Arbitration Procedure**

**11.1** A grievance is defined as a dispute between the parties, which includes, but is not limited to, the interpretation and application of the terms of this Agreement.

The grievance procedure is as follows:

- A. Step 1 - A management representative may present a written or oral grievance to the Association representative within ten (10) working days of the occurrence giving rise to the grievance. The department director shall be notified immediately by the Association, and together they shall attempt to resolve the grievance within five (5) working days after the grievance is presented to the department director.
  
- B. Step 2 - If the grievance has not been satisfactorily resolved at Step 1, the management representative may submit the grievance, in writing, to the Association agent within ten (10) working days from the date upon which the Association's Step 1 response is due. The written grievance shall explain the basis of the grievance and a proposed remedy. The Association agent shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.
  
- C. Step 3 - If the grievance is not resolved in Step 2, Management may request a final and binding disposition by filing a written request for arbitration within sixty (60) calendar days of the completion of Step 3. The Village Manager shall have the exclusive right to proceed to arbitration on behalf of the Village.

**11.2** Failure of either party to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.

**11.3** The cost of the arbitration shall be divided equally between the parties.

**Article 12**  
**Health and Insurance Benefits**

**12.1** Health and Insurance benefits shall be provided to bargaining unit employees in the same manner and under the same policies and procedures including benefit levels and contributions, as are applicable to all other Village employees. Any proposed changes in health and insurance benefits shall be bargained over prior to their implementation. Whenever possible, the association shall receive notice of not less than forty-five (45) days prior to any proposed changes being made.

**Article 13**  
**Job Related Injury**

**13.1** Job related injuries shall be subject to Florida Worker's Compensation Law, Chapter 440, Florida Statutes, Village and Departmental policies, and any amendments thereto.

**13.2** The Department shall have the right to assign any employee covered hereunder to a less-strenuous assignment due to temporary health or disability conditions. If an employee receives a less-strenuous assignment, he/she shall receive his/her normal fringe benefits and shall accumulate seniority. All assignments to less-strenuous positions shall involve the performance of productive work necessary for the efficient and economical operation of the Department and the Village. All decisions the Department makes with respect to injured/disabled employees shall be in conformity with the Americans with Disabilities Act and the Family Medical Leave Act in addition to any currently existing state and local statutes, regulations and ordinances.

**13.3** Off duty related injuries will be reviewed for less strenuous assignments when available. The availability will be on a case-by-case basis and must be accompanied by attending physician statement as to limitations.

**Article 14**  
**Savings Clause**

**14.1** If any provision of this agreement, or the application of such provision, should be rendered or declared invalid or unconstitutional by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

**Article 15**  
**Employee Disciplinary Procedures**

**15.1** The Parties recognize that the interest of the community and job security of the bargaining unit member depends upon the Village's success in providing proper and efficient services to the community. To this end, the Village and the PBA encourage to the fullest degree, behavior which is positive and supportive of the goals of effective municipal government and public safety. The Parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

**15.2** No bargaining unit employee shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following disciplinary actions may be utilized, and depending on the severity of the offense, the first action may be at any level including dismissal.

- A. Verbal Reprimand
- B. Written Reprimand
- C. Suspension Without Pay
- D. Demotion
- E. Dismissal

**15.3** It is understood and agreed that while "verbal counselings" may be utilized before progressing to a Written Reprimand, such counselings are not disciplinary actions. A written reprimand may be grieved, but not subject to the arbitration provisions of this Agreement.

**Article 16**  
**Replacement of Personal Property**

**16.1** Replacement of lost or damaged personal property shall normally be the responsibility of the employee. However, the Public Safety Director, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, sunglasses contact lenses, or wrist watches which are damaged as a result of an employee being involved in an unavoidable physical altercation in the line of duty. The employee making the request for replacement of (or reimbursement for) damaged eyeglasses, sunglasses, contact lenses, or wrist watch must provide the Public Safety Director with a detailed report describing the incident from which the damage resulted and the cause of the damage. The employee must also provide the Public Safety Director 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).

**16.2** Bargaining Unit Members demonstrably fluent in Spanish or Creole shall receive compensation for authorized translation services provided off-duty shall receive a minimum two (2) hours pay at one and one-half (1.5) his regular rate of pay.

**Article 17**  
**Management Rights**

**17.1** The Village reserves and retains all rights, power, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

**17.2** The Association and the employees covered under this Agreement recognize and agree that the Village has the sole and exclusive rights as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the Village specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Direct, supervise and maintain the efficiency of all employees and the operations of the Village;
- B. Take whatever action may be necessary to carry out the mission and responsibility of the Village in unusual and/or emergency situations;
- C. Schedule and assign the work to the employees and determine the size and composition of the work force;
- D. Assign overtime work to employees;
- E. Determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- F. Hire and rehire and determine the criteria and standards of selection for employment (including minimum qualifications);
- G. Discharge, demote, suspend or otherwise discipline for cause as set forth in the Departmental General Orders Manual;
- H. Set procedures and standards to evaluate Village employee's job performance including the formulation and/or amendment of job descriptions;
- I. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

- J. Create, expand, reduce, alter, combine, assign, or cease any job;
- K. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the Village, good business judgment makes such curtailment or discontinuance advisable;
- L. Determine the number, location, and operation of all departments and divisions thereof;
- M. Contract and/or subcontract any existing or future work for legitimate business reasons;
- N. Require any and/or all bargaining unit employees to submit to an examination by a medical doctor (including a psychiatrist) based upon the reasonable belief that the employee is unable to perform any or all of his assigned job duties.

**17.3** The above rights of the Village are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Village in its general capacity as management. Any of the rights, power, and authority that the Village had prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of the Agreement, are retained by the Village.

**17.4** If the Village fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the Village's right to exercise any or all such functions.

**17.5** If, in the sole discretion of the Village Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended or waived temporarily by the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**17.6** The exercise of the management rights set forth above shall not preclude the Association or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Association or the employee feel that the action taken by the management violated a specific provision of this Agreement.

**17.7** Nothing contained in this Article shall be construed to waive the Association's right to engage in impact bargaining regarding management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the Association and is required by Florida law, the parties

shall meet promptly to attempt to resolve the impact item. If the impact item is not resolved within ten (10) days, either party shall be free to invoke the impasse resolution procedure under the Public Employees Relation Act. The parties hereby agree that all impasse resolution procedures must be concluded within sixty (60) days of the notice of the exercise of the management right which provided the basis for the impact bargaining request. Under no circumstances shall the Association's request unreasonably delay the Village's exercise of any management right.

**Article 18**  
**Association Business**

**18.1** Nothing contained herein shall preclude any employee from discussing a problem directly with his immediate Supervisor or any other Department Official without the intervention of the Association provided, however, that such Supervisor or other Department Official is agreeable to having such discussion. Any resolution made by an employee covered here under with his Supervisor shall not set a precedent for the settlement of any other disagreement invoking the same on other employees.

**18.2** The Village shall recognize the following Association Representative and Alternate Association Representative to represent bargaining unit employees as described in paragraph 18.3 below:

- a) Bargaining Unit- one (1) Representative
- b) Bargaining Unit- one (1) Alternate Representative

A written list of the Association Representative and the Alternate Representative shall be furnished to the Director of Public Safety prior to the effective date of the Association Representative and Alternate Representative assuming their duties. Prompt written notification of changes shall be provided to the Director of Public Safety. No Representative or Alternate Representative will be recognized by the Village unless such written notification was presented prior to such Representative or Alternate Representative assuming his/her duties.

All Association Representatives shall be permitted to attend collective bargaining negotiations occurring on-duty, if working.

**18.3** Association Representative shall be permitted to process formal grievance procedure herein while on duty; provided that this activity does not interfere with the Representative's duties as an employee, the duties of other employees, or any other aspect of the Departmental operation. No more than one (1) Representative or one (1) Alternate Representative shall attend a grievance meeting while on duty.

**18.4** Under no circumstances shall any Association Representative leave his assigned duties to process a formal grievance under the grievance procedure herein without first obtaining authorization from his/her Supervisor or his/her designee. Such authorization shall not be unreasonably withheld.

**18.5** The function of the Alternate Representative is to substitute for the Representative in the exercise of the duties set forth in 18.3 above if the Representative is absent or otherwise unavailable due to leave, training, work assignment, or other operational needs. Where the Alternate Representative substitutes for the

Representative, he/she shall have the same rights and responsibilities and shall be subject to the same restrictions as the Representative.

**18.6** The use of Village Equipment for Association Business is subject to the sole approval of the Director of Public Safety; such as photographs, telephone, pens/pencils, computers, or similar items.

**18.7** Each member of the Association shall be permitted to donate four (4) hours of compensated time per year to a time pool to be used for Association activities. The use of the time pool shall be administered in the discretion of the Association, and the Director of Public Safety. All unused hours donated by members will be carried over to the next year.

**Article 19**  
**Personnel Records**

**19.1** The Village agrees that all personnel files/records shall be kept confidential to the extent provided by law.

**19.2** A member shall have the right to inspect his or her own official personnel file, and no records contained therein shall be refused the employee for his/her inspection. The employee has the right to have a copy of any and all documentation contained in said file, except that information required by Florida Statutes or applicable law to be deleted from such documentation. The employer shall have the right to be present during said inspections and reproduction of copies.

**19.3** The Village agrees that a 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 to be detrimental. All such insertions shall remain a permanent part of the members' official personnel records.

**Article 20**  
**Voluntary Resignation**

**20.1** Any member who submits his voluntary resignation shall give not less than two weeks prior notice thereof to the Director of Public Safety, and shall continue employment during the notice period unless otherwise voluntarily and mutually agreed upon with the Director of Public Safety. Failure to work during the said notice period without agreement shall result in loss of accrued personal leave termination pay on a day for day basis.

**Article 21**  
**Training**

**21.1** Whenever required, as so determined by the Director of Public Safety, newly appointed police officers will be afforded training to assist in preparing them for their new roles.

**21.2** The parties acknowledge that not all police officers require an expertise in the use of a variety of police equipment utilized in the performance of duties and agree that other training may be initiated to provide employees with the background to do their job in a competent manner so determined by the Director of Public Safety, and shall not be denied unreasonably.

**21.3** Up to forty (40) hours of the employee's mandatory (State Required) retraining may be performed while on duty, if other duties permit.

**21.4** The Village will provide Firearms ammunition for duty and qualification purposes.

**21.5** All EMTs and Paramedics shall receive the training necessary to maintain and keep current their state certification. This training shall be provided for by the department at its sole cost and expense.

**21.6** Unless exigent circumstances exist, all mandatory training sessions shall be noticed and scheduled by the Village at least fourteen (14) days in advance.

**Article 22**  
**Promotional Policies**

**22.1** The Public Safety Department will announce promotional examinations at least thirty (30) days prior to the testing date, allowing reasonable time for preparation and study for the member.

**22.2** A bibliography will be furnished of resources that will be used in testing, provide the sources from which the examination is drawn and make such reference material available.

**22.3** Once a promotional list is established as a result of the competitive test, that promotional list will exist for twelve (12) months, from the date of the list's posting, or until it is exhausted by promotions, whichever occurs first.

**22.4** The Village agrees to use only job related promotional exams.

**22.5** Selection for promotion will be made from the promotion list based on the rule of three. The Director of Public Safety may select any officer from the top three (3) candidates on the register.

**22.6** The Village is not obligated to fill a vacant Corporal or Sergeant position.

**Article 23**  
**Educational Incentive**

**23.1** Educational Incentive shall be provided to bargaining unit employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.

**23.2** Reference: Employment Regulations (Sections 24-177, 178)

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

**23.4** This plan is applicable only to educational classes offered by a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education.

**23.5** Any employee with regular status, with the approval of the Director of Public Safety and the Village Manager, may receive leave and/or financial aid to cover a portion of certain educational expenses provided that:

- a) Adequate funds (\$1,500 per person, for fiscal year 2015/2016, \$2,000 per person for fiscal years 2016/2017 and 2017/2018) are available in the budget of the department to which the employee is assigned or available for educational funds allocated for such purposes;
- b) Completion of such educational classes will improve the employees' job knowledge and increase his/her efficiency;
- c) In the event the final examination is failed or the educational class is not completed, the employee will reimburse the Village for the total cost of all Village expenses involved in such educational class;
- d) Upon completion of a course in an approved class, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:  
Course Grade "C" ..... 50% Reimbursement  
Course Grade "B" or "Pass" ..... 75% Reimbursement  
Course Grade "A" ..... 100% Reimbursement

- e) Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic University for a Bachelor's degree program or Palm Beach State College for an Associate's degree program.
  
- f) If the employee leaves the employ of the Village within one (1) year after completion of such educational class, the employee will reimburse the Village for all Village funds invested in such educational class. If the employee leaves the Village within one (1) to two (2) years after completion of such educational class, the employee will reimburse the Village for one-half ( $\frac{1}{2}$ ) of the Village funds invested for such educational class.

**Article 24**  
**Incentive Pay**

**24.1** The Village will participate in the State Incentive Pay Program as long as it is offered. Such compensation will be paid weekly or monthly as part of the regular pay.

**24.2** An additional one (1) step increase will be given at time of hire for those employees who are EMT Certified.

## **Article 25** **Seniority**

**25.1** Personal leave scheduling: Personal leave shall be scheduled by the Director of Public Safety or his designee, as far as possible, in accordance with the members request, with length of service in rank taking precedence where more than one member requests the same time off, and with due consideration given to the requirement of maintaining the services the department renders. Changes in scheduling of personal leave shall only be made with prior approval of the Director of the Public Safety or his designee.

**25.2** Lay off: The Director of Public Safety may initiate the lay off of a member when it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the member's control and which do not reflect discredit on the member.

In the event of a lay off for any reason, employees shall be laid off in the reverse order of their seniority in their classification. Any employee who is to be laid off, who has advanced to his present classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to that classification. Employees shall be called back from lay off according to the seniority in the classification from which the employee was laid off within the department. No new employees shall be hired in any classification until all employees on lay off status in that classification have had an opportunity to return to work.

**25.3** The proposed lay off notice must be delivered to the affected employees at least thirty (30) working days before the effective date of such lay off.

**25.4** No lay off of a member shall be made as a disciplinary action.

**25.5** The placement of employees within the Public Safety Department shall be the responsibility of the Director. When placement is made, the consideration of seniority, merit, qualifications, special skills and the like will be used as far is feasible.

**Article 26**  
**Bereavement Leave**

**26.1** Bereavement leave shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

**26.2** For the purposes of computing bereavement leave for public safety officers, three (3) days off is equivalent to 36 hours worked.

**26.3** Reference: Employment Regulations (Section 24-252,253,254,254.5)

**Article 27**  
**Leave of Absence With Pay**

**27.1** Leaves of Absence with pay shall be of six (6) kinds:

- A. Personal leave, to which Bargaining Unit Employees may become entitled under the Village Employment regulations Sec. 24-246.10. as amended August 28, 2008.
- B. Leaves with pay for:
  - 1. To take promotional Exam
  - 2. Jury Duty
  - 3. Military Duty
  - 4. Witness Duty
- C. Authorized leave with pay
- D. Bereavement Leave
- E. Voting Time - Time off will be granted only in those circumstances where a member on the day shift has to work beyond the end of the shift.

**27.2** In the event the Director of Public Safety shall direct a bargaining Unit member to attend a conference, seminar, briefing session or other activity as a public safety officer, in addition to regular pay, the Village shall pay per diem and travel expenses of the employee as provided in Employment Regulation, Sections 24-276, 277, 278, 279, 280, 281, 282, 283. As amended August 28, 2008.

**Article 28**  
**Leave of Absence Without Pay**

**28.1** Leave of Absence without pay shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

**28.2** Reference: Employment Regulations (Section 24-265).

**Article 29**  
**Holidays**

**29.1** Holidays shall be provided to Bargaining Unit Employees the same as are applicable to all other Village employees in accordance with Employment Regulations Section 24-246.10 – 24-246.16. There are thirteen (13) recognized Village holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday of February
Good Friday	
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving	
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

**29.2** All bargaining unit employees will receive ten (10) hours of holiday leave for each designated holiday, unless notification for pay is made in writing prior to end of pay period in which the holiday occurs.

**29.3** Employees assigned to temporary administrative positions will follow Village Employee Regulations Manual Section 24-246.10 – 24-246.16.

**Article 30**  
**Personal Leave Time**

**30.1** All Bargaining Unit Members shall be eligible for inclusion in the Personal Leave Program.

**30.2** Reference: Employee Regulations (Section 24-246.5, 247, 248, 249, 250, 251)

**Article 31**  
**Maintenance of Conditions**

**31.1** All job benefits in effect at the time of the execution of this agreement heretofore authorized by the Village Manager or Director of Public Safety, or benefits provided by Ordinance or Code of the Village Commission, not specifically provided for or abridge by this Agreement, shall remain in full force and effect for the duration of the agreement.

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

**Article 32**  
**Change of Status**

**32.1** The placement of employees within the Police Department shall be in accordance with Article XVII (Management Rights).

**32.2** Whenever feasible, employees will be notified at least ten (10) business days in advance of transfer, reassignment or change of shift.

**32.3** Bargaining Unit Members shall be given first preference in assignment to all new positions the Village may establish for which they have the required certifications, skills, and training.

**Article 33**  
**Worker's Compensation**

**33.1** The Village agrees that all Bargaining Unit Members suffering on-the-job injuries shall be subject and entitled to all provisions of Chapter 440, Florida Statutes, The Worker's Compensation Act.

**33.2** The Village agrees that a Bargaining Unit Member injured on the job shall be paid a full day's wages based on the unit member's normally assigned shift for the day of the accident if the treating physician advises that the member is incapable of returning to work that day.

**33.3** The Village and the Association agree that a member's work schedule may be changed to avoid the payment of overtime, with the required one (1) week notice, to accommodate a member who is receiving therapy after returning to work for a previous injury received while on duty.

**Article 34**  
**Uniforms and Equipment**

**34.1** The Village shall furnish uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties and agrees to replace unserviceable uniforms as required.

**34.2** Any Uniform or related equipment initially supplied by the Village, which is damaged while an officer is acting in the performance of his official duties, shall be replaced by the Village at no cost to the officer, provided the same is not the result of his negligence. Such claim loss must be supported with reasonable proof and shall be subject to the approval of the Director of Public Safety or his designee.

**34.3** It shall be the responsibility of each officer to check any vehicle which has been assigned to him or her, to ensure it is in safe operating condition prior to use or operation. All employees are to report any suspected unsafe condition to their immediate Supervisor. The Supervisor will take the appropriate action concerning the vehicle disposition.

**34.4** The Village agrees to provide a uniform cleaning and clothing allowance for bargaining unit employees as follows:

(\$500.00 per year uniform cleaning/clothing)

**34.5** The Village agrees to provide a \$125 per year shoe allowance for all bargaining unit employees.

**34.6** Bargaining unit members assigned to the Criminal Investigations Unit shall be entitled to an additional \$250.00 per year for clothing/cleaning allowance payable only when paid receipts are submitted to the Village for reimbursement.

**34.7** The Village agrees to provide each officer with a two-way portable radio for use while away from their patrol vehicle.

**34.8** Bargaining unit members shall be permitted to carry on-duty back-up firearms authorized by the Village and with regard to which they have qualified as required by the Village.

**Article 35**  
**Off-Duty Employment**

**35.1** Off-duty employment involving bargaining unit members shall be handled as follows:

No member of the Police Department shall be engaged in any outside or non-Village employment, except upon the written authorization of the Director of Public Safety.

**35.2** In no event shall any such outside or non-city employment interfere with or be conflict with the proper performance of his/her duty to the Village.

**Article 36**  
**Acting Supervisor**

**36.1** Whenever a bargaining unit member is required to serve as an acting supervisor for one (1) complete shift, he shall be compensated in that capacity at five (5%) percent of his hourly rate of pay for the period.

**36.2** All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Director of Public Safety or his designee.

**Article 37**  
**Police Officers' Bill of Rights**

**37.1** The City shall comply with Sections 112.532 ("Police Officers' Bill of Rights"), 112.533, Florida Statutes, as amended, and with such other rights pertaining to police officers as may be provided by law.

**37.2** Upon request, and within a reasonable time thereafter, the Village shall provide at no cost to any employee a true and complete copy of any investigation to which he or she is subject, including any and all documents, materials and things which thereafter become part of the subject employee's investigative file and/or otherwise pertain to his or her investigation.

**Article 38**  
**Court Time**

**38.1** Off duty court time shall be computed in the following manner. The normal witness fee and expenses shall be retained by the employee and an additional two (2) hours of compensation shall be given subject to the provision set forth herein.

**38.2** An officer, who is required by the Village to be in court while off duty, shall have the option to receive a minimum of two (2) hours pay at one and one-half (1.5) his regular rate of pay or two (2) hours comp time at two (2) times the rate.

**38.3** For each court appearance in excess of two (2) hours, an officer shall receive compensation for all hours during which his attendance is required.

**38.4** For the purposes of this Article compensation will be defined as pay or compensatory time.

**Article 39**  
**Drug Free Work Place**

**39.1** The Village is committed to providing a safe work environment for its employees. Substance abuse is a national problem which impairs the health and safety of employees, promotes crime and harms our community. The Village is addressing this problem by instituting a DRUG FREE WORK PLACE PROGRAM, in accordance with the FLORIDA DRUG FREE WORKPLACE PROGRAM as provided in Section 440.102, Florida Statutes and Rule 38F-9001, Florida administrative Code.

**39.2** The Drug free work place program shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

**39.3** Reference: Employee Regulations (Section 24-20 thru 31).

**Article 40**  
**Call-In/Recall Pay**

**40.1** Any employee answering a call-in/recall to duty after having left for the day, or called to duty on a regular scheduled day off, shall be guaranteed a minimum of two (2) hours compensation.

**40.2** Any employee called to duty prior to the start of his assigned shift will receive a minimum of two (2) hours compensation.

**40.3** These call-in, recall provisions shall not apply to an officer held over from his assigned tour of duty. The above-mentioned hours will be calculated at the rate of time and one half (1.5) his base rate of compensation.

**40.4** For the purposes of this article compensation will be defined as pay or compensatory time.

**Article 41**  
**Salary**

**41.1** Fiscal Year 2015/2016 the merit plan will remain in effect.

**41.2** Bargaining Unit members will receive a three percent (3%) Across The Board increase, payable the first pay period of fiscal year 2015/2016.

**41.3** In fiscal year 2016/2017, Bargaining Unit members will receive a two percent (2%) Across The Board increase, payable the first pay period of the fiscal year.

**41.4** During each year of the agreement, all members shall progress within the merit pay plan in accordance with "Appendix B" attached.

**41.5** Promotional increases will become effective the first full pay period following promotional date.

**41.6** Fiscal Year 2015/2016, all Bargaining Unit Members who receive the **General Employee Evaluation Form** with a total points score of 27 or more on their most recent annual evaluation, issued on or after 10/1/2015, will receive a one percent (1%) merit increase to their base rate of pay. If a score of 26 is received, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 27 is received, a merit raise will not be received that fiscal year. Those Bargaining Unit Members who receive the **Supervisor Evaluation Form** with a total points score of 36 or more on their most recent annual evaluation, issued on or after 10/1/2015, will receive a one percent (1%) merit increase to their base rate of pay. If a score of less than 36 is received, a merit raise will not be received that fiscal year. Each merit increase will take effect upon the first full pay period following anniversary date.

**41.7** Fiscal Year 2016/2017, all Bargaining Unit Members who receive the **General Employee Evaluation Form** with a total points score of 28 or more on their most recent annual evaluation, issued on or after 10/1/2016, will receive a two percent (2%) merit increase to their base rate of pay. If a score of 27 is received, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 28 is received, a merit raise will not be received that fiscal year. Those Bargaining Unit Members who receive the **Supervisor Evaluation Form** with a total points score of 36 or more on their most recent annual evaluation, issued on or after 10/1/2016, will receive a two percent (2%) merit increase to their base rate of pay. If a score of less than 36 is received, a merit raise will not be received that fiscal year. Each merit increase will take effect upon the first full pay period following anniversary date.

**41.8** For Fiscal Year 2017/2018, this Article will be reopened for negotiations by both parties.

**41.9** For Fiscal Year 2015/2016, employees who are “topped out” (i.e., at the maximum of their pay scales) will receive the full Across the Board/Merit pay increase to their base pay according to the provisions outlined in this Article.

**41.10** For Fiscal Year 2016/2017, employees who are “topped out” (i.e., at the maximum of their pay scales) will receive the full Across the Board pay increase to their base pay according to the provisions outlined in this Article. Merit pay will be determined upon the discretion of the Village. The Village will notify the PBA only if merit pay will be available to all “topped out” employees not later than the beginning of the Fiscal Year 2016/2017.

**41.11** For Fiscal Year 2015/16 the Village and the Union will adhere to the merit pay agreement as outlined above. The parties agree to meet and negotiate a new evaluation form for all Bargaining Unit members to be effective Fiscal Year 2016/2017. Notwithstanding Article 41.6 & 41.7 or the provisions of this Article 41, all Bargaining Unit members’ pay shall remain frozen at the 9/30/2017 rate until a new merit pay agreement is implemented.

**41.12** Any Bargaining Unit Member assigned as a Field Training Officer, by the Director of Public Safety or designee shall receive three (3) hours of compensatory time for each twelve (12) hours of supervised training.

**41.13** Bargaining Unit Members assigned to the Criminal Investigations Unit, Community Policing, Training, or designated primary duties pertaining to traffic, shall receive \$50 per month while so assigned.

**Article 42**  
**On-Call**

**42.1** All employees shall be subject to being “on-call” and subject to “recall” pursuant to the Police Department’s On-Call Procedure annexed hereto as Appendix “A.” Employees while on call will provide a telephone/cell phone number where they can be reached as a backup to the pager.

**42.2** Employees on the on-call list shall be compensated in accordance with Article 41 and the department’s “On-Call” Procedure Policy.

**Article 43**  
**Pilot Law Enforcement Take-Home Vehicles**

**43.1** The Village agrees to a take-home law enforcement vehicle Pilot program for the duration of this contract and shall include the following parameters:

- a) Take-Home Vehicles – within Village municipal limits and future annexation areas
  - i. To be assigned a take-home vehicles the law enforcement officer must complete his/her probationary period of employment, and;
  - ii. The law enforcement officer must reside within the Village municipal limits, or within future annexation areas as defined, and;
  - iii. The vehicle must be available, per the Chief of Police, and;
  - iv. The law enforcement officer will not be responsible for reimbursing the Village, and;
  - v. Vehicle usage and maintenance will be in accordance with internal policies and procedures as adopted by the Village.
  
- b) Take-Home Vehicles – Detective Assignment
  - i. Unmarked vehicles only, and;
  - ii. Must live in Palm Beach County, and;
  - iii. The law enforcement officer will not be responsible for reimbursing the Village, and;
  - iv. Vehicle usage and maintenance will be in accordance with internal policies and procedures as adopted by the Village.
  
- c) This PILOT program would only be available to the following Bargaining Unit Members who have five (5) years of service and live outside of Village Municipal Limits or the future annexation areas:
  - i. Sergeants and Corporals that live within a ten (10) mile radius from 226 Cypress Lane would reimburse the Village \$75 per month
  - ii. Sergeants/Corporals/Officers that live within a five (5) mile radius from 226 Cypress Lane would reimburse the Village \$50 per month
  - iii. Total number of take-home vehicles would not exceed twelve (12) vehicles at any given time during the contract period.
  - iv. Officers would only be permitted to use vehicles for approved work related duties (i.e., court, special details, etc.)
  - v. Officers would be required to complete maintenance (i.e., preventative, repairs, etc.,) and or clean vehicles on their off-duty time
  - vi. Village usage and maintenance will be in accordance with internal policies and procedures as adopted by the Village.

**43.2** The Village reserves the right to annually evaluate the current geographical boundaries of the take-home vehicle program and may change these boundaries based on need, availability of vehicles, and if within Village budget.

**Article 44**  
**Term of Agreement**

**44.1** This Agreement shall become effective on October 1, 2015 and shall continue in full force and be effective until midnight on September 30, 2018 or otherwise until a successor Agreement is ratified by the Parties. Each Party shall have the right to reopen for the contract year 2017 two (2) articles and those provisions that deal with compensation. Both Parties must notify each other of their intentions to start negotiations between April 1<sup>st</sup> and May 30<sup>th</sup> of the fiscal year in question.

**44.2** The Parties agree that the adoption of this Agreement resolves all open issues for the period of the Agreement.

THIS CONTRACT was tentatively agreed upon by the Village Manager, as Chief Executive Officer, and the President of the Palm Beach County Police Benevolent Association. The Contract shall not be effective until ratified by the bargaining unit members and the Village Council.

FOR THE PBA:

FOR THE VILLAGE:

\_\_\_\_\_  
John Kazanjian  
President

\_\_\_\_\_  
Richard L. Rode  
Village Manager

THIS CONTRACT was ratified by the parties on the date shown below:

\_\_\_\_\_  
Gary Lippman  
General Counsel

\_\_\_\_\_  
Bev Smith  
Mayor

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

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

**signatures on file  
in Village Clerk's Office  
(Council Approved 12/10/2015,  
Res. #2015-118)**

## APPENDIX A

### ON-CALL PROCEDURE

**Purpose:** To define and establish an “on-call” procedure.

**Policy:** To utilize an on-call rotation list with a system to cover unexpected and/or staffing emergencies.

**Procedure:**

1. Rotation List

- a) List will be comprised of all personnel eligible for overtime assignments designated by Director of Public Safety or designee.
- b) The list will be updated from time to time and will correspond with shift-bid results bi-annually.

2. On-Call Scheduling

- a) Employees assigned to evening shift will be assigned to that shift call-out only.
- b) Employees assigned to day shift will be assigned to that shift call-out only.
- c) Employees will be on call for two (2) week periods and responsible for responding to call-in page during that period.
- d) Employees will rotate call-out with members of their respective teams.
- e) Employees while on call will notify the patrol supervisor of any conflicts.
- f) Employees wanting an on-call exchange shall have prior approval of a patrol supervisor.
- g) Scheduling conflicts shall be remedied as soon as possible and finding coverage for conflicts shall be the responsibility of the on-call employee.

3. Contact System

- a) A telephone/cell phone and/or text system will be utilized.
- b) The on-duty patrol supervisor will be responsible for the need to use the contact system.
- c) Calls and/or texts are required to be returned within twenty (20) minutes.

- d) Employee telephone/cell phone numbers must be furnished and current.

4. On-Call Readiness

- a) On-call employees must respond within two (2) hours of receiving the call-in.
- b) Travel is not restricted as long as response can be made in above time frame.
- c) Activities are not restricted with the exception of activities which would prohibit an employee's ability to work, or activities which would prohibit an employee from responding within the above time frames.

5. Compensation

Employees on the on-call rotation will be compensated at 5% of weekly pay in addition as provided in Article 40 "Call-In/Recall Pay" schedule.

6. Discipline

Failure to answer a call-in or respond after being notified will result in disciplinary action up to and including dismissal.

## **Village of Palm Springs Pay Plan**

Section 1     Resolution

A resolution establishing the classification and pay plan for the Village of Palm Springs.

Section 2     Schedule of Pay Grades and Pay Steps

The schedule of pay grades indicates all pay ranges utilized in assigning rates of pay to the various classes and the salary step within each range.

Section 3     Salary Schedule Assigning Pay Grades to Classes of Positions

The salary schedule lists all classes of positions which are utilized by the Village. The code number assigned to each class and the pay range, indicating the minimum and the maximum salary, to which each class is assigned.

Section 4     Rules for Implementation and Administration of Classification and Pay Plan

- 4.1     The pay plan recommended by the Village Manager shall become effective as of the date approved by the Village Council.
- 4.2     Administration of the Pay Plan – The Village Manager shall be responsible for administering the pay plan on a fair equitable basis. The plan will be subject to collective bargaining agreements and budgetary consideration.
- 4.3     Amendment to the Pay Plan – Amendments to the pay plan as approved in this section shall become effective at the beginning of the first full pay period following recommendation by the Village Manager and adoption by the Village Council unless otherwise specified.
- 4.4     Salary Adjustment – When amendment of the pay plan causes the pay grade for a class to be adjusted to a higher or lower pay grade, employees in the class may be placed at that step in the new pay grade which is equivalent to the salary received in the previous pay

grade. Employees whose salary is less than the minimum step of the new pay grade shall be raised to the minimum step. Employees whose salary exceeds the maximum of the new pay grade shall not have their salary reduced and shall not be eligible for pay increases during the period of incumbency, except for cost of living pay adjustments granted by the Village Council.

- 4.5 Reclassification – When a position is moved from an existing classification to a classification in a lower pay range, the salary of the incumbent shall be adjusted under section 4.3 of the Pay Plan Rules. When a position is moved from an existing classification to a classification in a higher pay range, the salary of the incumbent shall be adjusted under section 4.6 of the Pay Plan Rules.
- 4.6 Original Appointments – a.) Original appointments to the Village service shall normally be made at the minimum step of the pay range designated for the classification. When an applicant possesses exceptional qualifications warranting employment above the established minimum, the Department Director may authorize step 2 of appropriate pay range. b.) Steps higher than step 2 must be approved by the Village Manager.
- 4.7 Promotional Appointments – a.) Promotional appointments shall be made at not less than four (4) percent above the amount received by the employee at the time of promotion provided that the salary granted shall not be below the minimum or above the maximum of the range to which the classification is assigned. b.) Recommendations for promotional appointments will be made by Department Directors. All promotional appointments shall be approved by the Village Manager.
- 4.8 Transfer – Transfers of employees which do not constitute a change of classification held by an employee or transfers to a classification with the same pay range as that previously held, shall be considered continuous employment and shall not affect the employee's status relative to the pay plan. Transfer of employees to a classification other than that currently held, and which has a pay range other than that currently held, shall be considered promotion or demotion and the previous governing promotions or demotions shall apply.
- 4.9 Demotion – a.) Employees demoted to a classification in a pay range below that previously held, shall be paid at a rate within the pay range established for the lower classification, at the step

nearest to the salary amount received in the previously held position. b.) Any employee who voluntarily requests a demotion to a classification in a pay range below that previously held shall be paid at a rate within the pay range established for the lower classification based upon job qualifications, i.e., education, training and experience.

- 4.10 Administrative Salary Increase - Outstanding Performance: The Village Manager may, upon recommendation of a Department Director, grant an administrative pay increase of one (1) step to an employee for performance considered by the Department Director and Village Manager to be outstanding. Such increases may be granted only in limited numbers based upon exceptional circumstances and shall not exceed one such increase per employee per year. Such increase shall not cause an employee to exceed the maximum of his/her range.

## Section 5 Pay Plan Implementation

- a.) The pay (step) plan will contain thirteen (13) steps in the range.
- b.) The pay (step) plan will commence with the first full pay period in the fiscal year.
- c.) Employee increases occur annually upon anniversary (hire) date.
- d.) Employees to be eligible for a step increase must have a satisfactory job performance based on an employee evaluation by Department Director or designee.
- e.) Employees promoted will have a new anniversary date that coincides with promotion date.
- f.) Employees currently working will be placed in the range that corresponds with the closest step. Under no circumstances will a reduction in pay occur as a result of integration into the plan.