

AGREEMENT BETWEEN  
TOWN OF OCEAN RIDGE, FLORIDA  
AND  
PALM BEACH COUNTY POLICE  
BENEVOLENT ASSOCIATION, INC.

OCTOBER 1, 2018 TO SEPTEMBER 30, 2021

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*Final Collective Bargaining Agreement  
Ocean Ridge and PBA 2018-2021*

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## **ARTICLE 1 PREAMBLE**

THIS AGREEMENT is entered into by and between the TOWN OF OCEAN RIDGE, FLORIDA (the "Town") and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (the "PBA" or the "Union"). The purpose of this Agreement is to establish the wages, hours and terms and conditions of employment for those employees covered.

## **ARTICLE 2 RECOGNITION CLAUSE**

2.1 The Town hereby recognizes the PBA as the sole and exclusive bargaining representative as to wages, hours and terms and conditions of employment for the following bargaining unit as certified by the State of Florida Public Employees Relations Commission ("PERC"), Certification No. 1751:

**Included:** All regular full-time and part-time permanent and probationary employees in the job classification of Police Officer and Police Sergeant, including all police officers and sergeants assigned to investigative duties.

**Excluded:** Police Chief, Lieutenant(s) and all other employees of the Town of Ocean Ridge.

2.2 The Town agrees that all correspondence, communication and/or notice regarding wages, hours, and terms and conditions of bargaining unit members' employment shall be directed to John Kazanjian, President, or Counsel, Palm Beach County Police Benevolent Association, 2100 N. Florida Mango Road, West Palm Beach, Florida 33409.

2.3 The PBA agrees that all correspondence, communication and/or notice regarding wages, hours, and terms and conditions of bargaining unit members' employment shall be directed to James Titcomb, Town Manager, Town of Ocean Ridge, 6450 N. Ocean Blvd., Ocean Ridge, FL 33435.

### **ARTICLE 3 NON DISCRIMINATION CLAUSE**

3.1 No employee covered by this Agreement will be discriminated against by the Town or the Union with respect to any job benefits or other conditions of employment accruing from this Agreement because of race, sex, color, national origin, religion, age, marital status, veteran status, sexual orientation, gender, or other legally protected status.

3.2 No employee shall be discriminated against because of Union membership or non-membership and/or his or her participation in any of the Union's authorized activities.

3.3 A claim of discrimination by an employee against the Town, concerning PBA membership may be subject to the grievance or arbitration procedure contained in this Agreement, or the method(s) prescribed under applicable federal, state or local law.

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

## **ARTICLE 4 DUES DEDUCTION**

4.1 In accordance with its regular payroll cycles, the Town agrees to deduct the PBA dues of employees who individually and voluntarily certify, in writing, that they authorize such deductions. These monies shall be transmitted to the PBA on a monthly basis. The Town's remittance to the PBA will be deemed correct if the PBA does not give written notice to the Town within ten (10) days of receipt of the remittance that there is a discrepancy. The PBA shall delineate with specificity the reasons why it believes the remittance to be incorrect. If there is an amount deducted in excess of what is authorized by this Agreement, the affected employee shall seek recourse with the PBA and not the Town.

4.2 No authorization shall be allowed for payment of initiation fees, political contributions, special assessments or fines. Any changes in the amount of PBA dues must be made known to the Town in a reasonable time to allow the Town to make the necessary technical and administrative payroll changes and program adjustments. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period after other deductions are less than the amount of dues to be checked off.

Any employee may withdraw his or her deduction upon thirty (30) days written notice to the Town and the Union. The Town will provide a copy of any cancellation request to the PBA, and that shall constitute notice to the Union for purposes of this Article.

4.3 Deductions for PBA dues shall continue until either: 1) revoked by the employee by providing the Town and the PBA with thirty (30) days written notice that the employee is terminating the prior check-off authorization, 2) revoked pursuant to Section 447.507, Florida Statutes, 3) the termination of employment, or 4) notice to the PBA by the employee of the transfer, promotion, or demotion of the employee out of the bargaining unit. Should any employee discontinue participation in the bargaining unit for any reason, upon the employee's return to the bargaining unit, dues deductions shall continue upon the submission of a new Dues Check-Off Authorization Form.

4.4 The PBA will indemnify, defend and hold the Town harmless against those claims made and suits initiated against the Town that are specifically and narrowly related to only any check-off of Union dues. The Union further agrees to pay those reasonable expenses of the Town (including, but not limited to, reasonable attorneys' fees and costs) in defending against such suits on this specific item only.

## **ARTICLE 5 MANAGEMENT RIGHTS**

5.1 The Union and its members recognize and agree that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the Police Department (the "Department") and to supervise the employees thereof are solely and exclusively vested in the Town. Accordingly, except as provided in this Agreement and by law, the Town specifically, but not by way of limitation, reserves the sole and exclusive right to, among other things:

- a. Determine the mission and purpose of the Department;
- b. Set standards of service to be offered to the public;
- c. Exercise control and discretion over its operations;
- d. Determine methods, means, and number of employees needed to carry out the Department's mission;
- e. Introduce new or improved methods or facilities;
- f. Formulate or amend job descriptions;
- g. Direct and supervise employees;
- h. Hire, assign, transfer, lay-off and re-hire employees;
- i. Take disciplinary action and/or discharge employees for just cause;
- j. Formulate, implement and enforce the Department's and Town's policies, rules, and regulations;
- k. Control the use of equipment and property by the Department;
- l. Schedule shifts and work hours;
- m. Contract with other governmental entities to provide law enforcement services and/or to modify, amend or terminate such agreements.
- n. Determine the procedure and requirements for promotion.

5.2 The above rights of the Town are not all-inclusive but exemplify the types of matters or rights which belong to and are inherent in the Town in its general capacity as management. Any right, power and/or authority that the Town had prior to entering into this Agreement is retained by the Town, except as specifically abridged, delegated, granted or modified by this Agreement.

5.3 If the Town fails to exercise any one or more of the above rights from time to time, it shall not be deemed a waiver of the Town's right to exercise any or all of such rights.

5.4 If in the sole discretion of the Town Manager, it is determined that a civil emergency exists, including but not limited to riots, civil disorders, or natural disaster conditions, the provision of this Agreement may be suspended by the Town Manager during the time of such emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Among the provisions that could be suspended are work schedules, time frames on any article, notifications, and any other situation that may arise out of an emergency situation.

5.5 It is understood by the Parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the sole discretion of management, may be required to perform other job-related duties not specifically contained in their job description.

## **ARTICLE 6 UNION REPRESENTATIVES/UNION BUSINESS**

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

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

6.3 The Town agrees to establish a PBA time pool bank to be used for the PBA representative or alternate, when applicable to conduct Union business, as defined in this Article.

6.4 PBA members covered by this Agreement shall donate three (3) hours of Vacation Time each year to the PBA time pool bank. The maximum accumulation of hours in any given year shall be equivalent to the number of recognized PBA Bargaining Unit members multiplied by 3 (i.e.: 13 current members X 3 = 39 hours). Deductions under this paragraph shall be made from each member's Vacation Time during the first week of October. All unused donated time will be carried over from year to year; however, the maximum accumulation shall remain the same. This donated time is irrevocable, and shall not be owed to anyone upon termination of employment.

6.5 Vacation Time contributed to the bank shall be paid out when used on an hour for hour basis at the rate of pay of the Union representative(s).

6.6 Charges against the PBA time pool shall be documented by the use of a Request for Leave Form to be completed for each separate request. All requests shall be in one-hour increments. The form shall have the approval signatures of the Chief of Police or his designee, and the PBA Representative or his designee. The above form must be submitted to the Chief or his designee a minimum of seventy-two (72) hours prior to the time the Representative is requesting to use the time pool bank. Submission made with less than seventy two (72) hours' notice may be granted at the discretion of the Chief or his designee.

6.7 Subject to being called back to duty when necessary, the Town will permit the Union representative or alternate representative to attend negotiations and/or process grievances in an on-duty status if they are on duty, provided their participation does not create a vacancy requiring overtime. All time spent by on-duty Union representatives attending negotiations and/or processing grievances shall be deducted from the Union Time Pool.

## **ARTICLE 7 NO SOLICITATION AND USE OF BULLETIN BOARDS**

7.1 Solicitation of any and all kinds by the Union, including solicitation of membership and the collection of Union monies, shall not be engaged in during work hours.

7.2 The Town shall, in its sole discretion, determine the location and type of a bulletin board that may be used by the PBA at the Town's facilities. The PBA may use the bulletin board only for the purpose of posting official PBA business notices and related information. The PBA shall be solely responsible for monitoring the content of the bulletin board. Notwithstanding the foregoing, the Town reserves the right to remove any posting that does not meet the requirements of this Article or Town policy.

## **ARTICLE 8 SENIORITY**

8.1 Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by the Town, which entitles them to certain considerations and preferences as provided for in this Agreement.

8.2 If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date and time the members' full time employment began with the Town.

8.3 Seniority shall apply in the following matters:

1. Use of Vacation Time for each calendar year shall be governed by seniority, provided it is consistent with Article 21 of this Agreement and with any Department policy. Seniority based on length of time employed by the Town shall govern leave time only.
2. Seniority shall govern filling shift vacancies and off-duty details. Of those Officers indicating interest in an advertised off-duty detail, the senior shall be selected. Future details will be assigned on a rotation or wheel basis, so as to distribute details by seniority.
3. Layoffs shall be made in the reverse order of seniority regardless of any additional grant funded or federally funded Police Officer position.
4. Employees shall be called back from layoff according to seniority for up to four (4) years provided they have maintained their FDLE minimum training requirements.

The Parties recognize that for reasons of operational necessity, seniority may not be the only factor involved. If seniority does not govern, the reasons will be provided to the affected employee when requested by the employee.

## **ARTICLE 9 DISCIPLINE**

9.1 The Parties recognize that the interest of the community and job security of the bargaining unit members depends upon the Town's success in providing proper and efficient services to the community. To this end, the Town and the PBA encourage, to the fullest degree, behavior which is positive and supportive of the goals of effective municipal management 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.

9.2 No bargaining unit employee who has completed the initial probationary period shall be disciplined except for just cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. In addition to any consideration for Remedial Training or Retraining, 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 Counseling
- B. Written Reprimand
- C. Suspension without pay
- D. Demotion
- E. Dismissal

9.3 The Town recognizes its rights and obligations under the Police Officers Bill of Rights, Section 112.532 et. seq, Florida Statutes, as amended.

Whenever a bargaining unit member is the subject of an Internal Affairs Investigation and is subject to interview or interrogation by members of his/her agency for any reason that could lead to disciplinary action, such as demotion, suspension or discharge, such interview or interrogation shall be conducted in accordance with Section 112.532(1), Florida Statutes, as amended.

The Town and PBA hereby agree to abide by Section 112.533, Florida Statutes, as amended relative to the receipt and processing of any complaints against bargaining unit members.

9.4 Any discipline issued over 36 months prior to the date of a new open investigation, for the same individual, shall not be considered in progressive discipline calculations.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

10.1 The following is a procedure for the resolution of grievances, which are defined as disputes involving the interpretation or application of this Agreement and all disciplinary actions involving suspensions greater than 24 hour, demotions and/or dismissals.

10.2 Every effort shall be made by the Parties to settle any grievances as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit may be advanced to the next step. Time limits provided herein may be extended if mutually agreed upon in writing by management and the grievant or the Union representative if the grievant exercises the option of Union representation.

10.3 This grievance procedure shall be the sole and exclusive method, except as provided otherwise, for resolving any dispute involving the application or interpretation of this Agreement and disciplinary actions involving suspensions, demotions and/or terminations.

10.4 A grievance shall be presented in the following manner:

- Step 1.** The Union shall first present the grievance in writing to the Police Chief within ten (10) working days of the occurrence of the event(s) which gave rise to the grievance. The written grievance at this step and all steps thereafter shall contain the following information:
1. A statement of the grievance, including the date of occurrence, and basis for the grievance;
  2. The Article and section number of the Agreement alleged to have been violated;
  3. The action, remedy, or solution requested by the employee or Union representative; and
  4. The signature of the aggrieved employee and the signature of the Union representative or Union agent.
  5. The Police Chief shall respond, in writing, within ten (10) working days of receiving the written grievance.

**Step 2.** In the event that the Union is not satisfied with the disposition of the grievance by the Police Chief, the Union shall have the right to appeal the decision to the Town Manager within ten (10) working days of the date of the issuance of the decision of the Police Chief. The Town Manager shall, within ten (10) working days of the Town Manager's receipt of the appeal, render a decision in writing.

**Step 3.** In the event that a grievance concerning the interpretation of this Agreement has not been resolved following Step 2, the Union may refer the grievance to arbitration by notifying the Town Manager in writing. Such notification shall be made within ten (10) working days after the Town Manager renders a written decision on the grievance or within ten (10) working days following the expiration of the time limit provided for the Town Manager's response in Step 2. Nothing herein shall prohibit the extension of time mutually agreed to in writing by the Parties.

**Working Days:** For the purpose of this Article only, "Working Days" shall be defined as Monday-Friday, excluding Weekends and Holidays.

10.5 Where the Union requests arbitration in accordance with Step 3 above the Parties shall jointly request that the Federal Mediation and Conciliation Service ("FMCS") provide the Parties with a list of seven (7) potential arbitrators and their resumes. From the list submitted, the Parties shall alternately strike names from the list. On the first grievance as between the Parties, the Town shall strike first. The Parties will alternate striking first uniformly thereafter. When the name of one arbitrator remains, said person shall serve as the arbitrator.

10.6 The decision of the arbitrator shall be in writing with a full statement of findings and reasons, and the decision shall be made within thirty (30) days after the conclusion of the hearing. The arbitrator's decision shall be supported by competent substantial evidence on the record as a whole. The decision of the arbitrator shall be final and binding on the Parties; provided that 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 amendments thereto.

10.7 The arbitrator shall not have authority to consider any matters not defined as a grievance in this Agreement nor grievance which has not been processed in accordance with the provisions of this Article or stipulated to by the Parties, provided that the arbitrator shall have the authority to determine whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. Any dispute concerning arbitrability shall be resolved first, and if the arbitrator determines that

the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed. Absent such a finding, the hearing shall proceed on the merits of the case. The arbitrator shall have no authority, power or jurisdiction to construe Town policy not covered by this Agreement or any provision of law, statute, or Town Ordinance.

10.8 Discipline shall be for just cause only.

10.9 The Parties shall bear the expense of their respective witnesses and representatives during the arbitration hearing. The fee and any other expenses, if any, for the arbitrator shall be equally divided between the Parties. The PBA will not be responsible for any court reporting fees or transcripts for any court reporter hired by the Town.

## **ARTICLE 11 PROBATIONARY PERIOD**

11.1 The initial probationary period of employment shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to his/her position.

11.2 The probationary period for all new employees shall be twelve (12) months of continuous employment from the date of hire. During the probationary period, an employee may be discharged for any reason unrelated to an investigation conducted pursuant to Article 27. Upon the expiration of this time period, The Police Chief shall either approve or reject, in writing, retention of the employee. In the event that the employee does not successfully complete the probationary period, the employee will be separated from employment or, in the Police Chief's sole discretion, the employee's probationary period may be extended by up to two (2) separate ninety (90) day periods, provided that the Police Chief notifies that employee in writing and articulates the reason(s) for each such extension at least ten (10) calendar days prior to the commencement of each extension.

11.3 An employee that does not successfully complete his or her initial probationary period shall have no right to utilize the grievance/arbitration procedure contained in this Agreement or any other policy or procedure for any matter concerning a failure to successfully meet job performances standards during said period.

11.4 Although employees will accumulate vacation time during their probationary period, they may not use any vacation time until they have completed six (6) months of employment in the Department.

11.5 In the event that an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of twelve (12) months (of continuous employment) from the date of promotion. The Police Chief has the right to pass or fail the promotional employee at any time during this twelve (12) month probationary period. In the event that the employee does not pass his or her promotional probationary period based upon a failure to successfully meet job performance standards, the employee shall automatically revert to his/her former classification from which he or she had been promoted. If the employee reverts back to his/her former classification, such reversion shall be final and the employee shall have no right of appeal to any authority including the grievance/arbitration procedure contained in this Agreement.

## **ARTICLE 12 NO STRIKES AND LOCKOUTS**

12.1 The Union recognizes that strikes by public employees are prohibited by the Florida Constitution and Section 447.505, Florida Statutes.

12.2 The PBA, its officers, agents, representatives, and its bargaining unit members agree that they will not strike, as defined by the Public Employees Relations Act, and agree not to participate in a strike against the Town by instigating or supporting a strike, nor shall the bargaining unit member participate in a work stoppage, slow-down, sick out or any other activities prohibited by law. Notwithstanding the above, there shall be no picketing whatsoever in uniform or on duty by the bargaining unit members covered by this Agreement. The parties agree that any bargaining unit member who has been proven to have participated in or promoted any of the aforesaid activities may be discharged or otherwise disciplined.

## **ARTICLE 13 COMPLIANCE WITH RULES AND REGULATIONS**

13.1 All sections of the Town's Personnel Manual and the Town Police Department's General Orders, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Manual or General Orders and this Agreement, in which case this Agreement shall control. The Union agrees that the Town has the right to amend and/or modify its rules and regulations to the extent the Town – in its sole discretion – deems it necessary for the operation of the Police Department. It is understood and agreed that no such amendment or modification shall be in conflict with this Agreement.

13.2 It is agreed and understood that employees shall be provided access to written copies of any rules and regulations which are new and/or which replace, update and/or supersede the Town's or Department's present rules and regulations.

13.3 The Town shall provide a copy of any rule or regulation, as well as any amendment or revision to a rule or regulation, to the PBA in advance of implementation for review as provided in Article 2 §2.2. However, such notice shall not impede implementation of the change as provided in Article 5.

## **ARTICLE 14 COURT APPEARANCE AND CALL BACKS, AND OFF-DUTY DETAILS**

14.1 Court appearances required of bargaining unit employees which arise out of the employee's performance of his or her duties and responsibilities for the Town and which occur outside of that employee's regular shift, shall be treated as time worked, with a minimum of three (3) hours for appearances in Court. These minimums shall include travel time by the employee, regardless of the amount of time actually spent at the court appearances(s). Any bargaining unit member who is required to appear more than once during a day shall receive an additional hourly minimum as long as the additional appearance is requested more than three (3) hours before or after the original appearance. All payments of any type or sort, including witness fees, or checks issued through the witness aid services, if collected, shall be endorsed by the employee and turned over to the Town with the exception of court reimbursed mileage for personal vehicle use. Employees may collect mileage fees for attending court in their personal vehicles but may not collect witness fees if they are otherwise compensated by Town.

14.2 Employees who have left the work place and are ordered or otherwise directed to return to work after completing their shifts shall be paid for all hours worked with a minimum of two (2) hours. The two (2) hours paid shall include all travel time by the employee, regardless of the amount of time actually spent working.

This provision shall not apply in those instances when overtime commenced one hour or less prior to, or runs continuously with, the bargaining unit member's regular shift.

14.3 All Off-Duty details will be paid at a minimum of three (3) hours. All postings for Off-Duty details shall include an outline of the duties required as well as the number of hours for said detail. Off-duty details shall be paid directly to the Town. The bargaining unit member shall be paid at a flat rate of \$40.00/hour for off-duty details.

## **ARTICLE 15 HOLIDAYS**

15.1 The Town recognizes certain designated holidays as set forth in the Town's personnel manual which are:

New Year's Day  
Martin Luther King Jr's Birthday  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day (Thursday and Friday)  
Christmas Day

15.2 Bargaining unit employees who do not work on the holiday shall receive eight (8) hours pay or eight (8) hours Holiday Compensatory Time for the above-listed holidays.

Bargaining unit employees who work on the holiday shall receive twelve (12) hours pay or twelve (12) hours Holiday Compensatory Time for the above-listed holidays.

15.3 Bargaining unit employees receive a paid day off for the employee's birthday. This day off will be based on upon the position assigned on their birthday and will be a day off for a day off, and not calculated on hours. The employee must schedule the birthday off day in advance, subject to Town approval and within 30 days of employee's birthday.

## **ARTICLE 16 ASSIGNMENT PAY**

16.1 Bargaining unit members who are assigned active Field Training Officer (“FTO”) responsibilities shall be paid percent (5%) above his or her current rate of pay for each shift in which he or she is assigned to active FTO responsibilities. FTO assignment pay shall not be applicable to Sergeants.

16.2 Bargaining unit members who are assigned to serve as a scheduled full-time Investigator shall be paid 2.5% above his or her regular rate of pay.

## **ARTICLE 17 UNIFORMS**

17.1 The Town shall furnish uniforms and equipment (duty gear) to all employees who are required to wear such uniforms in the performance of their duties and agrees to replace such uniforms when they are no longer serviceable.

17.2 The Town shall provide a bullet resistant vest to each Police Sergeant and Officer and agrees to replace such vest when they are no longer serviceable.

17.3 The Town agrees to provide a \$125 per year shoe allowance for all bargaining unit employees.

## **ARTICLE 18 HOURS OF WORK AND OVERTIME**

18.1 The standard pay period for Bargaining Unit members who are primarily assigned to Road Patrol duties shall be 84 hours in a 14-day pay period. All time worked by employees in this classification in excess of 84 hours in a 14-day pay period shall be considered overtime for which employees covered by this Agreement shall be paid at a rate of one and one half times their regular rate of pay.

18.2 Any Bargaining Unit member assigned to conduct an Investigation or other assignments outside Road Patrol shall be scheduled as provided under Management Rights.

18.3 Time worked for purposes of calculating overtime pay shall include actual time worked, vacation time, compensatory time, holiday and PBA pool time. The Town agrees, only during times of declared states of emergency under Town Code, to count personal absence leave time that was scheduled prior to the declared state of emergency for the purposes of calculating overtime pay.

## **ARTICLE 19 TRANSFERS AND SHIFT EXCHANGES**

19.1 It shall be the right of the Town to transfer bargaining unit members for operational necessity. If a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off (except in the Departments or assignments excepted herein), seven (7) working days' notice shall be provided prior to the transfer.

19.2 Bargaining unit members who are involuntarily transferred to another shift or assignment shall retain and carry with them any approved Vacation Time, Holiday Compensatory Time and Personal Leave Time. Involuntarily transferred bargaining unit members shall be entitled to use such time as previously scheduled.

19.3 Bargaining unit members within the same rank and assignment may exchange shifts within the same fourteen (14) day work period with the approval of the members' supervisor(s). All requests must be made in writing using a Department shift exchange agreement form at least seven (7) days prior to the date on which the shift is to be exchanged. The form will indicate the shifts to be worked and paid back. Under no circumstances will the Town be required to compensate an employee whose shift is not paid back.

## **ARTICLE 20 WAGES**

20.1 Effective October 1, 2018, all members shall receive a \$4,500 increase in salary.

For fiscal year 2018-2019, all members will be evaluated on their anniversary date on a pass/fail basis. Members who pass the evaluation shall receive 3% increase in salary in fiscal year 2018-2019.

For FY 2018/2019 only, all members shall receive a \$2,000 lump sum signing incentive.

20.2 Effective on their FY 2019-2020 and FY 2020-2021 anniversary dates, all bargaining unit members could receive up to a 5% increase in salary pursuant to the Employee Position Performance Evaluation, within their respective pay range. The percentage is based upon an Employee Performance Evaluation Criteria which scores the employee with the following three measures:

- 3 - Exceeds Expectations
- 2 - Meets Expectations
- 1 - Needs Improvement

There are 10 categories for Police Officer, and 12 categories for a Supervisory employee within the evaluation(s) form.

After the completion of the evaluation, the score will be tallied and the attached listed scale (shown below) will be utilized to determine the exact percentage of the employee's salary increase.

**Officer - Non Supervisory:**

Score: 1 Needs, 2 Meets, 3 Exceeds  
Scale 0-30, Possible Maximum 30  
Points scored scale = Salary % increase

**Sergeant - Supervisory:**

Score: 1 Needs, 2 Meets, 3 Exceeds  
Scale 0-36, Possible Maximum 36  
Points scored scale = Salary % Increase

***Exhibit A:***

*Tiered Score Chart for*

*Final Collective Bargaining Agreement  
Ocean Ridge and PBA 2018-2021*

*Merit Evaluations*

Town PD Eval Chart Scale			Town PD Eval Chart Scale		
Officers			Supervisors		
30 possible top eval score			36 possible top eval score		
Low	high	percent	low	high	percent
25	30	5%	30	36	5%
20	24	4%	24	29	4%
15	19	3%	18	23	3%
11	14	2%	13	17	2%
0	10	0%	0	12	0%

10 or Less = No Raise Increase	12 or Less = No Raise Increase
4 or more "Need Improvement" (score=1) requires 6 month re-evaluation.	

## **ARTICLE 21 LEAVE TIME**

21.1 Leave time is defined in the following categories:

- a. Vacation time ("VT") – Paid vacation time is earned at an hourly rate based on the member's years of service in accordance with the table set forth in 21.2 below.
- b. Holiday Compensatory time ("HCT") – Holiday Compensatory Time is only earned when a member chooses to convert holiday pay into time off.
- c. Personal Absence Leave Time ("PA") – is defined in the Town's Personnel Manual and may be accrued and used in accordance therewith.

21.2 Full-time employees are eligible to use accrued VT after completing six (6) months of service. VT will accrue as follows:

<u>Years of Service</u>	<u>Hours earned per pay period</u>	<u>Hours earned yearly</u>
0-5	3.30	86
5+-10	4.84	126
10+	6.38	166

21.3 Personal Absence Leave Time is earned at the rate of 3.69 hours per pay period totaling 96 hours per year. This rate is the same for all bargaining unit members regardless of length of service. Bargaining unit members voluntarily terminating employment, after completing at least 6 months of employment, shall be entitled to reimbursement for 25% of the hours of unused PA leave at the rate of pay which is in effect at the time of termination up to a maximum of 160 hours of pay. Upon a bargaining unit member's normal retirement, shall be entitled to reimbursement for 50% of the hours of unused PA leave at the rate of pay which is in effect at the time of normal retirement up to a maximum of 800 hours of pay. Normal retirement is defined for this section as an employee that reaches the required age and service requirements for the Florida Retirement System ("FRS") or if the employee is not in FRS, the employee's retirement system, and elects to retire from employment with the Town.

21.4 A maximum of forty (40) hours Vacation Time can be taken as pay each fiscal year.

21.5 Accruals of Vacation Time plus Holiday Compensatory Time hours shall not exceed two hundred ten (210) hours at any time. .

21.6 Any Member who uses Personal Absence Leave Time due to personal illness for a period of 3 or more consecutive work days, prior to returning to work, will furnish a report ("Doctors' note") from a duly licensed physician.

## **ARTICLE 22 WORKERS' COMPENSATION**

22.1 A bargaining unit member covered by Chapter 440, Florida Statutes, and in accordance with provisions set forth herein, shall be authorized to be absent from work due to injury or illness incurred while on duty, and directly related to work performed, until he or she reaches maximum medical improvement as such term is defined by the Town's Workers' Compensation carrier.

22.2 .Sworn bargaining unit members who sustain a serious injury on-duty while in fresh pursuit (as defined in § 112.19(1)(d), Fla. Stat.) or in the apprehension of a violent person, or who sustain a serious injury while engaged in law enforcement activities, defined broadly, will receive a supplement to their workers' compensation that will provide 100% of their base salary for up to one hundred eighty (180) calendar days. All questions regarding eligibility for the supplemental payment provided in this section shall be finally resolved in the sole discretion of the Town Manager without resort to the grievance and arbitration procedure. In the event that a unit member qualifies for workers' compensation but does not qualify for the Town supplementing the workers' compensation benefit to 100% of the unit member's base salary, that unit member can use any available paid leave for the unit member to cover the difference in their base salary and the workers' compensation benefit.

22.3 Bargaining unit members who sustain a serious injury on-duty while in fresh pursuit (as defined in §112.19(d), Florida Statutes (2003)) or in the apprehension of a violent person are authorized to be absent from work due to injury or illness until he or she is released to work or for up to one (1) year, whichever comes first.

## **ARTICLE 23 INSURANCE**

The Town agrees to pay one hundred percent (100%) of the employee cost of Health insurance on the Town offered plan.

23.1 The Town agrees to provide life insurance of \$15,000 to bargaining unit members and as otherwise required by law.

23.2 The Town agrees to provide long and short term disability benefits (insurance) to bargaining unit members.

23.3 The Town agrees to pay one hundred percent (100%) of the employee premium cost of Dental and Vision Insurance on the Town offered plan.

23.4 The Town agrees to provide retirees with the option to purchase health insurance through the Town upon retirement.

## **ARTICLE 24 BEREAVEMENT LEAVE**

24.1 After completion of at least twelve (12) months of employment, all regular full time and regular part time employees shall be eligible for bereavement leave with pay not to exceed three (3) working days (within 180 miles of the Town of Ocean Ridge) and five (5) working days (more than 180 miles from the Town of Ocean Ridge) for each calendar year in the event of a death in the employee's immediate family. Such leave shall be paid by the Town and not deducted from the employee accumulated Personal Absence Leave and shall not be in addition to such Personal Absence Leave.

24.2 After the first twelve (12) months of employment, in the event of the death of any other relative other than an immediate family member, a maximum of two days paid bereavement leave for each calendar year shall be granted. Such leave shall be deducted from the employee's accumulated Personal Absence Leave and shall not be in addition to such Personal Absence Leave.

24.3 Immediate family, for the purposes of bereavement leave, shall be defined to include the employee's spouse, children, parents, siblings, grandparents, and spouse's parents, grandchildren, and spouse's siblings.

## **ARTICLE 25 FUNERAL EXPENSES**

In the event that a bargaining unit member dies in the line of duty, the Town shall – in addition to the life insurance proceeds available under 23.1 above and in addition to funds received in accordance with FSS section 112.19 and Federal laws, provide that member's beneficiary with ten thousand dollars (\$10,000) toward funeral, burial and other related expenses.

## **ARTICLE 26 PERSONNEL RECORDS**

Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his or her personnel files and if requested, to once annually receive a complete copy at no cost to the bargaining unit member. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a duplicate copy of any item contained in his or her file(s) at no cost to the unit member. This Article will not be subject to the Grievance Procedure in this Agreement.

## **ARTICLE 27 POLICE OFFICERS' BILL OF RIGHTS**

27.1 The Town agrees that in the investigation of all bargaining unit members it shall comply with the provisions of ss.112.532, 112.533, and 122.534, Florida Statutes, as amended.

27.2 Bargaining unit members may assert a claim of a violation of the Police Officers' Bill of Rights either by using the grievance procedure in this Agreement or by filing an action in Florida state court.

## **ARTICLE 28 SEVERABILITY**

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

## **ARTICLE 29 MAINTENANCE OF CONDITIONS**

The Parties agree that all wages, hours, terms and conditions of employment, including but not limited to benefits and emoluments of employment in effect at the time of the ratification of this Agreement, and not abridged by the Agreement, shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 30 ENTIRE AGREEMENT**

This Agreement contains the entire contract, understanding, undertaking and agreement of the Parties hereto, and finally determined and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein.

## **ARTICLE 31 DONATED LEAVE TIME**

31.1 Donations of accumulated Personal Leave Time and/or Vacation Time by a Bargaining Unit Member can be made to any Town employee, who has exhausted his or her Personal Leave Time and Vacation Time, up to a maximum of 40 hours annually. The deduction from the donating Bargaining Unit Member shall be calculated at the next pay period on an hour-for-hour basis.

## **ARTICLE 32 CRITICAL INCIDENTS**

32.1 In the event that an officer-involved shooting or a critical incident is captured on any Town owned or controlled electronic audio or video recording device, including but not limited to body worn cameras or in-car video cameras, the Town shall permit the officer involved along with the PBA attorney to review any such audio or video before the officer provides any voluntary or compelled statement.

The Town is not obligated to implement or purchase in-car video/audio or body cameras.

## **ARTICLE 33 EDUCATION REIMBURSEMENT**

- 33.1 Bargaining unit members employed by the Town for a minimum of twelve (12) months prior to the date on which the member makes the request for participation are eligible for education reimbursement.
- 33.2 Reimbursement 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.
- 33.3 Any employee with regular status, at the sole discretion of the Chief of Police and the Town Manager and with the prior written approval of the Chief of Police and the Town Manager, may receive leave and/or financial reimbursement to cover a portion of certain educational expenses provided that:
- A) Adequate funds (\$2,500 per person, per fiscal year) 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 generally improve the employee's skills, knowledge and/or ability to carry out job assignments, and otherwise directly relates to the employee's employment with the Town;
  - C) 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 "A"	100% Reimbursement
Course Grade "B"	75% Reimbursement
Course Grade "C"	50% Reimbursement
Pass (in a pass/fail course)	100% Reimbursement
  - D) 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 Master's degree or Bachelor's degree program or Palm Beach State College for an Associate's degree program.
  - E) If the employee leaves the employ of the Town for any reason within two (2) years after completion of such educational course(s), the employee will reimburse the Town for all Town funds invested in such educational course(s).

## **ARTICLE 34 LONGEVITY**

34.1 Bargaining unit members who complete the required years of continuous service during this contract period, as indicated below shall receive a one-time, lump sum longevity payment (not added to base); which shall be paid on the Bargaining Unit Member's Anniversary as follows:

<u>Years of Continuous Service</u>	<u>Lump Sum Payment</u>
5 year Anniversary	\$500
10 year Anniversary	\$1,000
15 years Anniversary	\$1,500
20 years Anniversary	\$2,000

34.2 Continuous service shall be defined as continuous paid service with the Town of Ocean Ridge and will be computed from the date of hire. Continuous service shall accumulate during Personal Leave Time, Workers' Compensation Leave, Vacation Leave and Military Leave.

## **ARTICLE 35 PROMOTIONS**

35.1 Nothing in this Article 35 shall infringe upon or lessen the rights of management, as listed in Article 5.1.n., to “[d]etermine the procedure and requirements for promotion.”

35.2 Promotions to Sergeant will be based on written and oral examinations as determined by the Chief of Police. Based on those scored examinations an eligibility list shall be created which shall be valid for one year. Management may consider criteria such as length of service within the department, years in law enforcement, past commendations and/or reprimands, past successful supervisory experience in the department or elsewhere, and vision for the future of the department when making promotional decisions.

35.3 For all promotional processes, the Town shall give notice of one hundred and twenty (120) days before the scheduled promotional examination date. The notice shall include the examination date, the areas that the examination will cover, and the sources from which the examination is drawn. The examination materials shall reasonably reflect the job duties of the position. All candidates shall be provided with a list of study materials/books on the same date, no later than ninety (90) days before the examination.

35.4 Effective immediately, newly promoted sergeants shall receive a 5% pay increase on their date of promotion. Upon successful completion of the 12 month probationary period, sergeants shall receive a 3% pay increase. This section shall not apply retroactively to any sergeant that already completed the probationary period.

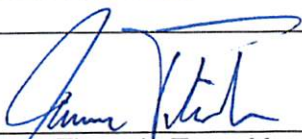
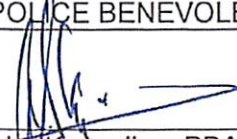
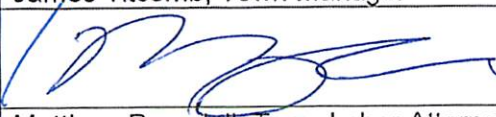
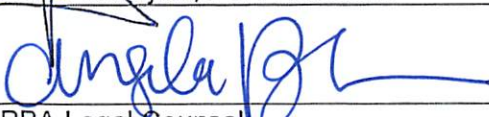
## ARTICLE 36 DURATION OF AGREEMENT

36.1 This Agreement shall take effect upon ratification by both Parties and shall continue in full force and effect through September 30th, 2021 or until a successor Agreement is ratified by the Parties. No portion of this Agreement shall be retroactive, except as specifically provided for herein.

36.2 This Agreement is applicable to members of the bargaining unit who are employed by the Town on the date that the Town Commission approves this agreement.

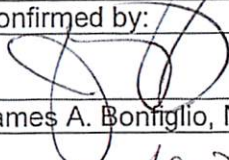
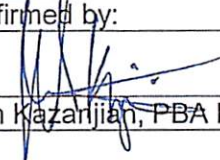
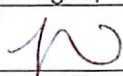
## SIGNATURE PAGE

In WITNESS WHEREOF, the parties have executed this Agreement on the 6<sup>th</sup> day of September, 2018.

FOR THE TOWN OF OCEAN RIDGE	FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION
	
James Titcomb, Town Manager	John Kazanjian, PBA President
	
Matthew Ransdell, Town Labor Attorney	PBA Legal Counsel

Ratified by the bargaining unit members on the 14<sup>th</sup> day of September, 2018.

Ratified by the Town of Ocean Ridge on the 24<sup>th</sup> day of September, 2018.

Confirmed by:	Confirmed by:
	
James A. Bonfiglio, Mayor	John Kazanjian, PBA President
	
Tracey Stevens, Town Clerk	