

RESOLUTION NO. 846

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF JUPITER ISLAND'S PUBLIC SAFETY DEPARTMENT AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION,

WHEREAS, the bargaining unit is as stated in PERC Certificate Number 1858 (2015);

WHEREAS, the Palm Beach County Police Benevolent Association ("Union") is the authorized bargaining representative for the Jupiter Island Public Safety Department ("JIPSD");

WHEREAS, the Town of Jupiter Island ("Town") has engaged in collective bargaining negotiations with the Union for a Collective Bargaining Agreement ("CBA") covering approximately 4 Sergeants in the JIPSD;

WHEREAS, the Town has reached an Agreement with the Union for a 3 year Collective Bargaining Agreement ("CBA") effective October 1, 2018 through September 30, 2021, which Agreement was ratified by the Town and the Union;

WHEREAS, the CBA provides for annual reopeners to negotiate Wages and two additional Articles;

WHEREAS, the Town reached an Agreement with the Union as to Wages and certain other matters documented by Memoranda of Understanding ("MOU") during this annual reopener;

WHEREAS, the CBA with its MOUs has been ratified by the Union; and,

WHEREAS, the Town Commission has reviewed the CBA and finds it is in the best interest of the JIPSD and its employees to authorize execution of the CBA with its MOUs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION:

SECTION 1. THAT The Town Commission hereby ratifies the CBA and accompanying MOUs with the Union (Attached hereto as Exhibit A).

SECTION 2. THAT This Resolution shall take effect immediately upon its passage and adoption.

DULY PASSED AND ADOPTED THIS 21st day of April, 2020.

Whit RLC
Mayor

Maura M. Callahan
Vice Mayor

[Signature]
Town Commissioner

Denelope S. Townsend
Town Commissioner

[Signature]
Town Commissioner

ATTEST:

[Signature]
Town Clerk



Exhibit A

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10 COLLECTIVE BARGAINING AGREEMENT

11 TOWN OF JUPITER ISLAND and the
12 PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION
13

14 PERC CERTIFICATE NUMBER 1858 (2015)
15

16 OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021
17

18 SERGEANTS
19
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2 “Employer” means the Town of Jupiter Island.

3
4 “Grievance” means a written complaint of an employee regarding the
5 interpretation or application of a specific provision of this Agreement.

6
7 “Grievant” means an employee who has filed a grievance.

8
9 “May” means to have permission or liberty, but does not convey an
10 obligation, to perform; the discretion to choose between two or more alternatives.

11
12 “Modified duty” includes temporary and part-time work as well as a
13 modification of work duties and responsibilities.

14
15 “On Call” means that the employee is free to engage in his normal activities
16 during the call period so long as he remains fit for duty, may be contacted by
17 phone, pager or radio and remains in a reasonable commuting area of his assigned
18 workplace.

19
20 “Regular Rate of Pay” means an employee’s base rate plus any adjustments
21 to his wages associated with work performance.

22
23 “Recall” shall be defined as a Unit member having gone off duty after
24 completing his shift, but called into work prior to returning for the next regularly
25 scheduled shift.

26
27 “Sergeant” means those Jupiter Island sworn officers holding the rank of
28 Sergeant.

29
30 “Shall” means to have an obligation or requirement to perform; it is a
31 directory phrase that mandates action.

32
33 “Shift Day” means a period of twelve (12) hours.

34
35 “Strike” means the concerted failure to report for duty, the concerted
36 absence of employees from their positions, the concerted stoppage of work, the
37 concerted submission of resignations, the concerted abstinence in whole or in part
38 by any group of employees from the full and faithful performance of their duties of
39 employment with the Employer, participation in a deliberate and concerted course
40 of conduct which adversely affects the services of the Employer, picketing or

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

3
4 “Sworn Officer” means a PSO, Corporal or Sergeant.

5
6 “TJI” means Town of Jupiter Island.

7
8 “TJIPSD” means Town of Jupiter Island Public Safety Department.

9
10 “TJIPSDGO” means Town of Jupiter Island Public Safety Department
11 General Orders.

12
13 “Town” means Town of Jupiter Island.

14
15 “Town Manager” means Town of Jupiter Island’s Town Manager or in his
16 absence, Deputy Town Manager.

17
18 “Vacation Period” means one or more contiguous vacation days not
19 otherwise interrupted by scheduled work days.

20
21 “Will” means to have an obligation or a requirement to perform.

22
23 “Work Period” means a calendar period of fourteen (14) days.

24
25 “105%” means an increased benefit based on the ratio of hours an employee
26 works each year (2,184) as compared to the hours worked by other non-sworn
27 Town personnel (2,080).

1 **ARTICLE 1**

2 **RECOGNITION**

3
4 1.1 Employer hereby recognizes the Union as the exclusive representative for
5 the purpose of collective bargaining with respect to the establishing of
6 salaries, wages, hours and other terms and conditions of employment for
7 those employees who are designated as being within the bargaining unit.
8

9 1.2 The bargaining unit covered by this Agreement is as stated in PERC
10 Certificate Number 1858 (2015) and is defined as follows:
11

12 INCLUDED: All certified law enforcement officers, fire fighters, and
13 emergency medical technicians employed by the Town of
14 Jupiter Island in the classification of sergeant.
15

16 EXCLUDED: Public safety officers, corporals, chief, and all other
17 employees of the Town of Jupiter Island.
18
19

1 **ARTICLE 2**

2 **REPRESENTATIVES OF PARTIES FOR BARGAINING PURPOSES**

3
4 2.1 The Employer agrees that during the term of this Agreement it will deal only
5 with the authorized representatives of the Union in all matters involving
6 wages, hours, and terms and conditions of employment or other official
7 action called for by the Agreement.
8

9 2.2 The Union likewise agrees that during the term of this Agreement, the
10 Union, its representatives, and constituents will deal only with the Town
11 Manager or his designated representatives in matters involving wages, hours,
12 and terms and conditions of employment.
13

14 2.3 Upon request by one party, the other party shall provide, in writing, the
15 name(s) of its representative(s) within three (3) days of such request.
16

1 **ARTICLE 3**

2 **MANAGEMENT RIGHTS**

- 3
- 4 3.1 Except as expressly modified or restricted by specific provision of this
5 Agreement, all statutory and inherent management rights, prerogatives, and
6 functions are retained and invested exclusively in the Employer, including,
7 but not limited to, the rights in its sole and exclusive judgment and
8 discretion: to reprimand, suspend, discharge or otherwise discipline
9 employees for cause; to determine the numbers of employees to be
10 employed; to hire employees; to determine employees' qualifications; to
11 assign and direct employees' work and training; to determine the
12 requirements of jobs; to promote, demote, transfer, lay-off, recall to work; to
13 set the standards of productivity and/or the services to be rendered; to
14 maintain efficiency of operations; to determine the personnel, methods,
15 means, and facilities by which operations are conducted; to set the starting
16 and quitting times and the number of hours and shifts to be worked; to use
17 independent contractors to perform work or services except as specifically
18 limited by other provisions of this contract; and to take whatever action is
19 either necessary or advisable to determine, manage and to fulfill the mission
20 of the Employer and to direct the Employer's employees.
- 21
- 22 3.2 The Town Manager is the only member of management who may interpret
23 Management Rights established by this Agreement. Any question,
24 interpretation or inquiry regarding any provision of this Agreement shall be
25 submitted in writing to the Town Manager. The Employer's failure to
26 exercise any one or more of its Management Rights from time to time will
27 not be deemed a waiver of the Employer's right to exercise any one or more
28 of its Management Rights at a later time.
- 29
- 30 3.3 Nothing in this Article shall be construed as a waiver of the Union's rights to
31 demand bargaining over the impact of any rule change that effects
32 employees' terms and conditions of employment.

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ARTICLE 4

NON DISCRIMINATION

- 4.1 Both the Employer and the Union recognize that discrimination on the basis of race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation or other protected status pursuant to state and federal law is unlawful. The parties also recognize that the Employer has established an internal procedure to investigate and resolve alleged cases of discrimination. Accordingly, allegations of employment discrimination shall not be processed through the contractual grievance/arbitration procedure.
- 4.2 No employee covered by this Agreement will be discriminated against by the Town because of membership in the Union, or authorized activity as required in this Agreement on behalf of the Union.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

- 5.1 The grievance procedure is intended to provide a quick and effective procedure for resolving employee grievances. Any portion of this Agreement, including its Preamble, is subject to the Grievance Procedure. The form of the Grievance shall be as set forth in Appendix 4 of this Agreement.
- 5.2 Complaints regarding the interpretation or application of a specific provision of this Agreement may be expressed orally by a bargaining unit member to his supervisor and resolved prior to the initiation of a formal grievance proceeding. In the event informal discussions fail to satisfactorily resolve a complaint, a grievance may be filed.
- 5.3 Grievances may be filed and are subject to the timeliness and processing provisions of the Town of Jupiter Island Ordinance 336 § 2-145 as adopted on December 13, 2011, a copy of which is appended hereto as Appendix 2 for reference only. Within seven (7) days of receiving the Town Manager's response as provided in Town of Jupiter Island Ordinance 336 § 2-145A, the grievant may appeal the decision to Step 4, the Grievance Resolution Board or the grievant may notify the Town Manager of an intent to arbitrate the grievance.
- 5.4 If the grievant determines to proceed pursuant to Step 4, the Grievance Resolution Board, the process shall end at the conclusion of the prescribed activities and the grievant shall have no further recourse. If a grievant determines to proceed pursuant to this Article 5, the process shall proceed as specified herein. No grievance may be arbitrated without the express written assent of the Union.
- 5.5 Once notice of intent to arbitrate has been presented to the Town Manager, and the Union has assented to arbitrate the matter, the Union may request the Federal Mediation and Conciliation Service for a list of five (5) qualified arbitrators. Within ten (10) days of receipt of the list, the Union or their attorney, then the Town Manager, shall each strike two names from the list. The arbitrator thus selected shall conduct the arbitration proceeding. The written decision of the arbitrator shall be final and binding upon all Parties.

1
2 5.6 The expense of the arbitrator shall be shared equally by the Union and the
3 Employer. All expenses voluntarily incurred by a party, including but not
4 limited to attorney fees, legal fees, court reporter charges, witness fees and
5 other costs, shall be paid by the party incurring such costs.
6

1 **ARTICLE 6**

2 **NO STRIKE**

3
4 6.1 Neither the Union, nor any of its officers, agents and members, nor any
5 Union members, covered by this Agreement, will instigate, promote,
6 sponsor, engage in, or condone any strike, sympathy strike, slow down, sick
7 out, concerted stoppage of work, illegal picketing, or any other interruption
8 of the operations of the Employer.
9

10 6.2 Each employee who holds a position with the Union occupies a position of
11 special trust and responsibility in maintaining and bringing about
12 compliance with this Article and the strike prohibition in Section 447.505,
13 Florida Statutes and the Constitution of the State of Florida, Article I,
14 Section 6. Accordingly, the Union, its officers, stewards and other
15 representatives agree that it is their continuing obligation and responsibility
16 to maintain compliance with this Article and the law, including their
17 responsibility to abide by the provisions of this Article and the law by
18 remaining at work during any interruption which may be initiated by others;
19 and their responsibility, in the event of breach of this Article or the law by
20 other employees and upon the request of the Employer, to encourage and
21 direct employees violating this Article or the law to return to work, and to
22 disavow the strike publicly.
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ARTICLE 7

This Article intentionally left blank in this Draft.

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1 **ARTICLE 9**

2 **RECALL**

3
4 9.1 Except as provided in Article 9.2, an employee who is recalled to duty shall
5 be compensated a minimum of two (2) hours or the actual time worked,
6 whichever is greater.

7
8 9.2 An employee who is requested to provide early or late relief of a scheduled
9 shift shall be compensated for the actual time worked.

10
11 9.3 Compensation for travel associated with recall shall be consistent with the
12 requirements of the Fair Labor Standards Act.

13
14 9.4 Travel time for employees recalled to work from significant distances shall
15 be considered time worked. The employee and Director shall jointly
16 determine whether recall is appropriate if the recall will involve travel from
17 a significant distance.
18

1 **ARTICLE 10**

2 **HOURS OF WORK AND OVERTIME**

3
4 10.1 The normal work period of the TJIPSD shall be eighty-four (84) hours each
5 fourteen (14) days.

6
7 10.2 Overtime will be paid at the rate of one and one-half (1.5) times the
8 employee's regular rate for all hours worked in excess of eighty-four (84)
9 hours in a fourteen (14) day work period.

10
11 10.3 Overtime will be paid on the first payday following the work period in
12 which it was earned.

13
14 10.4 Time paid but not worked including, but not limited to, Sick Leave,
15 Vacation Leave, Holiday Leave and Compensatory Leave, shall not be
16 counted as "hours worked" toward overtime in the work period.

17
18 10.5 Off-Shift Work

19
20 Employees shall perform off-shift work (overtime/special duty) as required
21 by Director or Designee. Employees who wish to perform off-shift work are
22 encouraged to list their names on the TJIPSD overtime/special duty roster.
23 Employees who have included their names on the overtime/special duty
24 roster shall be assigned to overtime/special duty detail first; once the roster
25 is exhausted, overtime/special duty shall be assigned as required.

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ARTICLE 11

UNIFORMS AND EQUIPMENT

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

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

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

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

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

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

ARTICLE 12

WAGES

12.1 TJIPSD Public Safety Sergeants will be classified as follows:

<u>Job Classification</u>	<u>Qualifications</u>
---------------------------	-----------------------

Sergeant	Sergeants in the first year following promotion/hire with TJIPSD
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Sergeant I	Sergeants who have completed their introductory/one-year probation periods with the TJIPSD, and Possess Associates Degree from accredited college or university approved by the Town Manager, and Satisfactorily completed advanced training classes as follows: Line Supervision (80 hours) in the position and, Middle Management (40 hours) <i>plus</i> satisfactorily completed additional 80 hours of advanced training course electives consistent with rank and approved by the Director.
------------	--

Sergeant II	Sergeants who have attained Sergeant I status, and Completed five years of service with the TJIPSD, and Possess Bachelors Degree from accredited college or university approved by the Town Manager, and Satisfactorily completed 160 hours of advanced training course electives consistent with rank and approved by the Director.
-------------	--

Sergeant III	Attained Sergeant II status, and Completed ten years of service with the TJIPSD, and Possess Masters Degree from accredited college or university approved by the Town Manager, and Satisfactorily completed 80 hours of advanced training course electives consistent with rank and approved by the Director.
--------------	--

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

12.3 Sergeants progressing from one classification to the next shall receive a percent increase shown below. Sergeants progressing multiple classifications shall receive the cumulative percent increase.¹

<u>From</u>	<u>To</u>	<u>Increase</u>
Sergeant	Sergeant I	3.5%
Sergeant I	Sergeant II	4.0%
Sergeant II	Sergeant III	4.5%

12.4 Upon ratification, employees shall be slotted into their appropriate classifications.

12.5 TJIPSD employees shall not receive separate Fire/EMT incentives; Fire/EMT incentives are part of an employee's base rate. TJIPSD employees may receive such educational incentives for which they qualify pursuant to State statute so long as that program is in effect. TJIPSD Sergeants may receive assignment pay as may from time to time be appropriate as determined by the Town Manager or Designee.

¹ Upon ratification of the 2019 reopener, percent increases will be adjusted upward 0.5%. Additionally, upon ratification, bargaining unit members will receive an additional 0.5% for each classification previously attained.

1 **ARTICLE 13**

2 **TRAINING**

3
4 13.1 The Town shall pay for all training that is required, mandatory or necessary.
5 Attendance at required, mandatory, and necessary training shall be treated as
6 hours worked.

7
8 a. Training is deemed required when an employee is given a direct order
9 by the director to attend training.

10
11 b. Training is deemed mandatory when it is required by the State for
12 recertification purposes as a Police Officer, Firefighter, or EMT.

13
14 c. Training is deemed necessary when it satisfies a departmental
15 objective or requirement *as identified by the Director*.

16
17 13.2 The Town may pay for certain voluntary trainings. Attendance at voluntary
18 training is not compensable and shall not be treated as hours worked.
19 Voluntary training includes:

20
21 a. Training that an employee wishes to attend for personal career
22 development (management or selected subject seminars); and

23
24 b. Training or courses to advance an employee's civilian education
25 (completion of degree requirements).

26
27 13.3 Banked holiday leave may be used for such education and training
28 opportunities that are not compensable or treated as hours worked.

29
30 13.4 All requests for training must be approved by the Director.

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1 **ARTICLE 17**

2 **VACATION**

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4 17.1 Employees shall accumulate Vacation Leave hours at the rate of one
5 hundred five percent (105%) of the rate of accumulation of the Town's non-
6 sworn personnel.

7
8 17.2 Vacation Leave shall accumulate according to the employee's current annual
9 Vacation Leave allotment; at the end of any fiscal year, individual employee
10 accumulations in excess of two times the employee's annual vacation leave
11 allotment is forfeited.

12
13 17.3 Vacations shall be scheduled for each fiscal year no later than September 15
14 of the prior fiscal year.

15
16 a. No later than August 1 of the prior fiscal year, TJIPSD shall make
17 available a vacation calendar from which employees shall select their
18 vacation days. Once the most senior employee has selected his first
19 desired vacation period, the vacation calendar shall move to the next
20 senior employee for selection and so forth until all known or desired
21 vacation leave is scheduled.

22
23 b. Once selected, an employee may adjust his vacation periods as dates
24 are or become available.

25
26 c. One employee per shift may take vacation time off *so long as*
27 coverage is otherwise available.

28
29 d. Scheduled vacations may be canceled based on coverage and for other
30 exigent circumstances.

31
32 17.4 Vacations shall be scheduled in shift day increments unless specifically
33 approved by Public Safety Director or designate. Employees shall not be
34 required to take vacation in blocks of time and there shall be no blackout
35 periods.

36
37 17.5 The maximum amount of vacation leave an employee may be paid at
38 separation is two times the employee's current annual vacation allotment.

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1 **ARTICLE 19**

2 **DUTY DISABILITY LEAVE**

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

- 10
11 a. This full-pay status shall be granted only after submission of medical
12 certification which clearly demonstrates that the injury/illness is the
13 result of one of the aforementioned criterion. A bargaining unit
14 member may receive an amount equal to the difference of his
15 Workers' Compensation benefit and his thirteen (13) week average
16 take home pay for a maximum of 365 days from the date of injury.
17
18 b. All questions regarding eligibility for the supplemental payment
19 provided in this section shall be resolved at the sole discretion of the
20 Town Manager without resort to the grievance and arbitration
21 procedure.
22
23

1 **ARTICLE 20**

2 **BULLETIN BOARDS**

3
4 20.1 The Employer will provide the Union with one bulletin board that will be
5 used solely by the Union for posting Union notices of a businesslike, non-
6 inflammatory nature.

7
8 20.2 All notices posted on these bulletin boards shall be reviewed, signed and
9 dated by the Union President or his Designee and the Director of the TJIPSD
10 before they are posted.

11
12 20.3 The Union President or his Designee shall check all bulletin boards regularly
13 to ensure that only authorized materials are posted on the bulletin boards.
14 Upon seeing unauthorized materials posted on a bulletin board or receiving
15 notice that such materials are posted on a bulletin board, the Union President
16 or his Designee shall cause such unauthorized postings to be removed
17 immediately from the bulletin board. Additionally, the Director or his
18 Designee may remove unauthorized postings from the bulletin board.
19

1 **ARTICLE 21**

2 **UNION BUSINESS**

3
4 21.1 Eligibility to Use Union Time Pool

- 5
6 a. Up to a maximum of two (2) Union representatives in one instance shall
7 be granted time off paid from the time pool for the purpose of conducting
8 union business; however this does not preclude management from
9 granting leave to more than two (2) Union representatives if doing so
10 does not unduly disrupt the operation of the JIPSD.
11
12 b. Use of the Union time pool or time off may be denied if the absence of a
13 Union representative creates insufficient manpower to maintain
14 efficiency of operations within the JIPSD. This determination is solely
15 the decision of the Chief.
16

17 21.2 Charges Against the Union Time Pool

18
19 Union representatives shall have the right to request time off from the Union
20 time pool for the purpose of conducting Union business and/or mutual
21 interest business with the Town including grievance hearings, investigations,
22 interrogations, contract negotiations, legislative body meetings regarding the
23 resolution of collective bargaining impasse procedures, arbitrations, Labor
24 Management Committee meetings, Union quarterly meetings and Union
25 Board of Directors meetings.
26

27 21.3 Union Time Pool

28
29 The Employer shall create and the Union shall administer a time pool that
30 may be used to cover unpaid absences from work for such business
31 described in this Article. In the event the Union time pool hours fall below
32 100 hours, employees shall each contribute four (4) hours from accumulated
33 Vacation Leave into the pool. This donation is irrevocable and must be in
34 increments of at least four (4) hours although there is no limit to the hours a
35 Union member may donate. The hours in the Union time pool may be
36 debited to cover unpaid time off for Union business. Any authorization to
37 debit the Union time pool and credit the absent employee must be signed by
38

1 two (2) of the Union's members, except that the Union time pool shall
2 reimburse the Employer for any overtime resulting from absences from work
3 related to this Article and no such authorization shall be required.
4

1 **ARTICLE 22**

2 **WORK RULES**

3
4 22.1 The parties recognize that the Employer currently has work rules,
5 regulations, policies and implements procedures governing employment.
6 The parties agree that the TJI and TJIPSD have the sole and exclusive
7 discretion to formulate, amend, revise and implement such rules, regulations,
8 policies and procedures.
9

10 22.2 In the event that any rule, regulation, policy or procedure conflicts with this
11 Agreement, the language in this Agreement shall control.
12

13 22.3 Only the terms of this Agreement shall be subject to arbitration.

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1 **ARTICLE 24**

2 **DUES DEDUCTION**

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4 24.1 The Employer shall deduct, two times each month, dues owed by a member
5 to the Union from the salary of a member, so that dues are deducted from
6 members' paychecks in 24 pay periods each year, provided that, prior to
7 deduction, the Union has provided to the Employer a signed statement
8 authorizing such deduction and the amount of the deduction from such
9 member's salary. Such authorization may be canceled by the member upon
10 thirty (30) days written notice thereof to both the Union and the Employer.
11

12 24.2 The Union shall pay Employer Forty Dollars (\$40.00) each month, or as
13 otherwise agreed in keeping with the provisions of this Article, for deducting
14 Union dues from salaries. Payment shall be made no later than the 15th day
15 of the month.
16

17 24.3 The Union hereby indemnifies the Employer from and against any and all
18 claims on account of dues deducted pursuant to the provisions of this
19 Article.
20
21

1 **ARTICLE 25**

2 **DURATION OF AGREEMENT**

3
4 25.1 This Agreement will commence on October 1, 2018, and will remain in
5 effect until September 30, 2021.

6
7 25.2 The parties agree that Wages and two articles are subject to negotiations
8 each fiscal year of this Agreement.

9
10 25.3 Should either party desire to reopen or renegotiate this Agreement as
11 provided herein, that party shall notify the other party in writing no later
12 than March 1 of that fiscal year except that in the first year of this contract,
13 this date shall be no later than 60 days following ratification of the
14 Agreement.

15
16 a. The party who wishes to reopen or renegotiate shall submit its
17 proposed changes, in writing, either in the initial notice of
18 negotiations or at the first meeting.

19
20 b. Both parties are obliged to meet and confer within twenty (20) days
21 after receipt of written notice of the request for a meeting for
22 collective bargaining purposes unless this time limit is extended by
23 mutual consent.

1 **ARTICLE 26**

2 **SAVINGS CLAUSE**

3
4 26.1 If any provision of this Agreement, or the application of such provision,
5 should be rendered or declared invalid or unlawful by any court action or by
6 reason of any existing or subsequently enacted legislation, or State or
7 Federal rule or regulation or Administrative Agency action, the remaining
8 parts or portions of this Agreement shall remain in full force and effect.
9

10 26.2 In the event any provision of this Agreement, or the application of such
11 provision should be rendered or declared invalid as described in 26.1 above,
12 the Employer and the Union will, as soon as practical, meet to determine
13 whether a replacement provision is necessary. If the Parties mutually agree
14 that a replacement provision is necessary, the provision shall be prepared in
15 keeping with the requirements of Article 27 of this Agreement.
16
17

1 **ARTICLE 27**

2 **APPENDICES AND AMENDMENTS**

- 3
- 4 27.1 Issues neither foreseen nor addressed during these negotiations and not
5 included in this Agreement may be addressed by the Parties and included as
6 an amendment by a mutually agreed Memorandum of Understanding
7 (“MOU”). Under such circumstances, the PBA is specifically authorized by
8 bargaining unit members to enter into an MOU to clarify or amend this
9 Agreement, without the need for ratification by bargaining unit members.
10 The form of the MOU shall be as set forth in Appendix 1 of this Agreement.
11
- 12 27.2 All appendices and amendments to this Agreement shall be numbered, dated
13 and signed by the Parties, shall become part of this Agreement, and shall be
14 subject to all provisions of this Agreement.

1 **ARTICLE 28**

2 **LABOR MANAGEMENT COMMITTEE**

3
4 28.1 There shall be a Labor-Management Committee consisting of the following
5 employee-management representatives:

6
7 a. Two (2) Bargaining unit representatives, as designated by the PBA.

8
9 b. The Town Manager and one (1) management employee as designated
10 by the Town Manager.

11
12 28.2 Meetings of this Committee shall be scheduled at the request of either party
13 upon five (5) days advance notice. The party requesting such a meeting shall
14 forward to the designated representative of the other party an agenda
15 specifying those questions/issues to be presented for discussion. The time,
16 place, and duration of the discussion shall be set forth in the agenda and
17 mutually agreed by the respective representatives.

18
19 28.3 The sole function of the Labor-Management Committee shall be to discuss
20 general matters pertaining to employer-employee relations.

21
22 28.4 The Town will agree to schedule such Committee meetings so as not to
23 unduly interfere with the regularly scheduled shift of any bargaining unit
24 member designated to attend. The PBA shall submit to the Town Manager in
25 advance, and keep current, a list of those bargaining unit members for PERC
26 UNIT 1858.

APPENDICES

Appendix

Description

1

Memorandum of Understanding Form

2

Town of Jupiter Island Ordinance 336 § 2-145

3

Uniform Request

4

Grievance Form

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1 **SIGNATURE PAGE**

2
3 Except as otherwise provided herein, this Agreement shall be effective upon
4 ratification, and shall continue in force and effect from its ratification until its
5 expiration date of September 30, 2021, or otherwise until a successor Agreement is
6 ratified by the Parties.

7
8 IN WITNESS THEREOF, the Parties have caused this Agreement to be
9 signed by their duly authorized representatives on the dates noted below.

10
11 FOR THE TOWN OF JUPITER ISLAND

12
13
14 _____
15 Gene A. Rauth, Town Manager
16
17

18
19 FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION,
20 INC.

21
22
23 _____
24 John S. Kazanjian, President
25
26
27
28
29
30
31
32
33
34
35
36
37
38

MEMORANDUM OF UNDERSTANDING

M.O.U. Number: (03.03.20-01)

Contract Article: 12 - Wages

Contract End Date: 09.30.21

Effective Date: Upon Ratification

Upon ratification of the 2019 reopener, and following such adjustments as required by the changes to increases associated with the classifications described in Article 12, Wages, a one-time non-recurring *market* adjustment of \$600.00 per year of service rounded to the closest year shall be added to bargaining unit members' base pay such that no member exceeds the maximum of the range.

Management Team Members:

Robert Gerb
Chief

[Signature]
Town Manager

Date of Signatures:

4/24/20

4/24/20

PBA Members:

[Signature]
John Kazanjian, President

Date of Signatures:

4.21.20

Town of Jupiter Island
Sergeants

TA'd 03/03/2020
____ Union
____ Town

MEMORANDUM OF UNDERSTANDING

M.O.U. Number: (03.03.20-02)

Contract Article: N/A – Impact Bargaining

Contract End Date: 9.30.21

Effective Date: Upon Ratification

Upon ratification, this bargaining unit agrees to the changes in the existing Town of Jupiter drug testing policy, particularly the requirement to participate in the Town's random testing program. A copy of the new Drug-Free Workplace Policy accompanies this MOU for reference only.

Management Team Members:

Date of Signatures:

Robert Carlo

4/21/20

Chief

[Signature]

4/21/20

Town Manager

PBA Members:

Date of Signatures:

[Signature]

4.21.20

John Kazanjian, President

Town of Jupiter Island
Sergeants

TA'd 03/03/2020

____ Union

____ Town

TOWN OF JUPITER ISLAND

2 BRIDGE ROAD

HOBE SOUND, FLORIDA 33455

TELEPHONE
(772) 545-0100

FAX
(772) 545-0188

DRUG-FREE WORKPLACE POLICY

INTRODUCTION

This document along with the accompanying attachments is your official notification that the Town of Jupiter Island ("Jupiter Island") complies with Florida's Drug-Free Workplace program requirements as authorized by Florida Statutes §§ 440.101-440.102. Jupiter Island employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace. It is a condition of employment with Jupiter Island to refrain from taking drugs on or off the job and to abide by the guidelines of this Policy and Jupiter Island's Drug-Free Workplace program.

Drug Tests: The following is a list of drugs Jupiter Island may test for:

<u>CHEMICAL NAME</u>	<u>BRAND NAME</u>	<u>COMMON NAME</u>
Alcohol (ETOH)		Liquor, Booze, Wine, Beer, Distilled Spirits
Amphetamines	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin	Uppers, Speed, Bennies, Crystal, Black Beauties
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad	Barbs, Goofballs, Reds, Rainbows, Downers, Yellows, Blues
Benzodiazepines	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril	Downers
Cannabinoids (THC) (Tetrahydrocannabinol)	Marinol (Dronabinol, THC)	Pot, Marijuana, Weed, Grass, Joint, Hashish, Maryjane
Cocaine (Benzoyllecgonine)	Cocaine HCl topical solution (Roxanne)	Freebase, Crack, Blow, Snow, Nose Candy, Coke
Opiates	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid, M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin	Downers, Smack, Heroine
Methadone	Dolophine, Mathadose	Junk, Jungle Juice
Methaqualone	Quaaludes	Ludes
Phencyclidine (PCP)		PCP, Angel Dust, THC
Propoxyphene	Darvocet, Dolene, Darvon N	

In accordance with Florida Statutes § 440.102(4), Jupiter Island shall conduct the following types of drug tests:

- 1) **Job Applicant Testing:** All job applicants applying for a mandatory-testing or special-risk position will submit to pre-employment drug testing. In accordance with applicable Florida law, a mandatory-testing position and a special-risk position are defined as follows:
 - A. “Mandatory-testing position” means, with respect to a public employer, a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life-threatening procedures, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances; a position subject to employee security checks in accordance with Section 110.1127, Fla. Stat.; or, a position in which a momentary lapse in attention could result in injury or death to another person.
 - B. “Special-risk position” means, with respect to a public employer, a position that is required to be filled by a person who is certified under Chapter 633, Fire Prevention and Control, or Chapter 943, Department of Law Enforcement.
- 2) **Reasonable-Suspicion Drug Testing:** All employees will submit to reasonable-suspicion drug testing. Reasonable-suspicion drug testing is based on a belief that an employee is using or has used drugs in violation of this Policy. Such a belief must be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
 - A. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug;
 - B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
 - C. A report of drug use, provided by a reliable and credible source;
 - D. Evidence that an individual has tampered with a drug test during his employment with Jupiter Island;
 - E. Information that an employee has caused, contributed to, or been involved in an accident while at work; or,
 - F. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on Jupiter Island’s premises or while operating Jupiter Island’s vehicle, machinery, or equipment.
- 3) **Routine Fitness-For-Duty Testing:** Employees will submit to drug testing if such testing is conducted as part of routinely scheduled fitness-for-duty medical examinations in

accordance with Jupiter Island's established policy or routinely scheduled for all members of an employment classification or group.

- 4) **Follow-up Drug Testing:** Employees, who in the course of their employment with Jupiter Island, enter an employee assistance program for drug-related problems or a drug rehabilitation program, will submit to follow-up drug tests, unless they voluntarily enter the program. When an employee voluntarily enters a program, Jupiter Island has the option to not require follow-up drug testing. If follow-up drug testing is required, it must be conducted at least once a year for a two (2)-year period after completion of the program. Advance notice of a follow-up drug testing date will not be given to the employee to be tested.
- 5) **Random Drug Testing:** Employees in mandatory-testing or special-risk positions will submit to random drug testing once every three months. Random drug testing shall utilize an unbiased selection procedure in accordance with applicable drug-testing rules and select 10% of the Drug Free Workplace Pool each quarter. Such testing is permitted by Florida Statute Section 440.102(7)(g).

Additional testing may be conducted as required or permitted by applicable state and federal laws, rules or regulations.

Consequences of a Positive Confirmed Drug Screen: Jupiter Island will not hire any applicant who tests positive on a drug test. Jupiter Island separates all employees who test positive on their drug tests. Any employee who is separated on the basis of a positive drug test may be ineligible to collect unemployment compensation. In addition, if the employee is asked to submit to a drug test as a result of the employee's involvement in a work-related accident and tests positive on a drug or alcohol test, the employee will be separated, ineligible to collect unemployment and may be denied related workers' compensation benefits.

Consequences of Refusal to Allow Testing: An applicant who refuses to submit to a drug test will not be hired. Employees who refuse to submit to drug testing will lose their jobs and their unemployment benefits. In addition, if an employee is requested to submit a drug test as a result of the employee's involvement in a work-related accident and refuses to submit to a test, the employee will lose his job, unemployment benefits and may be denied related workers' compensation benefits.

Consequences of a Diluted Test Result: If an employee/job applicant's drug test result is diluted, the employee/job applicant must submit to retesting. If an employee refuses to submit to a retest, the employee will be separated; if a job applicant refuses to submit to a retest, the job applicant will not be hired.

Employee Suspension: Jupiter Island may suspend employees without pay pending the results of a drug test or related investigation.

Confidentiality: Employers and their agents and laboratories must keep drug test results and other related information confidential. If information is released, it shall be done solely under a written consent form voluntarily signed by the person tested unless a release is compelled by a hearing officer or a court or unless it is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must meet the criteria set by the State of Florida and in accordance with Florida Statutes § 440.102(8).

Reporting Use of Prescription or Non-Prescription Medications: An employee/job applicant can confidentially report the use of all prescription or non-prescription medications to a Medical Review Officer ("MRO"), both before and after being tested, as presence of those medications in the body may affect the outcome of the test. A list of the most common medications by brand name, common name and by chemical name, which may alter or affect a drug test, accompanies this Policy.

Collection of Specimens: All specimens collected and tested for drugs shall be collected with the privacy interests of the individual in mind and shall be documented according to those procedures prescribed in Florida Statutes § 440.102(5). Moreover, collection and testing will be accomplished by a licensed clinical laboratory and according to those procedures provided by Florida Statutes § 440.102(9). In accordance with Florida Statutes § 440.102(5)(g), the laboratory is required to preserve the specimen that produces a positive confirmed test result for a period of at least 210 days after the results of the positive confirmation are mailed or otherwise delivered to the MRO. Within 180 days after written notification of a positive test result, the employee or job applicant may have a portion of the specimen retested at the employee or job applicant's expense at another laboratory. The second laboratory test must be of equal or greater sensitivity as the first laboratory test, licensed and approved by the agency for Health Care Administration. The first laboratory shall be responsible for the transfer of a portion of the specimen to be retested to the second laboratory and for the integrity of the chain of custody doing the transfer.

Education: Each year Jupiter Island will post or circulate a list of locations offering educational courses to help our employees identify the personal and emotional problems that may result from the misuse of drugs and alcohol. The offered classes will also provide information on legal, social, physical and emotional consequences on the misuse of alcohol and drugs.

Employee Assistance Programs: A list of Employee Assistance Programs and Drug and Alcohol Rehabilitation Programs available locally accompanies this Policy. The cost of these programs is the responsibility of the employee. Public employees in mandatory-testing or special-risk positions must note the following:

- a) If an employee, who is employed by a public employer in a mandatory-testing position, enters an employee assistance program or drug rehabilitation program, the employer must assign the employee a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated leave credits before leave may be ordered without pay.
- b) An employee, who is employed by a public employer in a special-risk position, may be discharged or disciplined by a public employer for the first positive confirmed test result if the drug confirmed is an illicit drug under Section 893.03, Fla. Stat. A special-risk employee, who is participating in an employee assistance program or drug rehabilitation program, may not be allowed to continue to work in any special-risk or mandatory-testing position of the public employer, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated paid leave before leave may be ordered without pay.

Collective Bargaining Agreement: Jupiter Island's DFWP is applicable to all employees, including those subject to a collective bargaining agreement and members of the collective bargaining unit and those employees have the right to appeal to the appropriate forum.

Explanation for Employee/Job Applicant: Within five (5) working days after receipt of notice of a positive confirmed test result, the employee/job applicant may submit information to the MRO and the employer explaining or contesting the test results and stating why the test results do not constitute a violation of the employer's policy. If this explanation is unsatisfactory, Jupiter Island must, within fifteen (15) days of receipt of the explanation or challenge, provide the employee/job applicant with a written explanation as to why the employee's explanation is unsatisfactory along with the report of the positive confirmed test results. This documentation shall be kept confidential by Jupiter Island and shall be retained by them for at least a year. If the employee wishes to challenge a confirmed drug test result that was requested as a result of a work place accident, the employee may file an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims. If no workplace accident occurred, the confirmed positive test result of the employee/job applicant may be challenged in a court of competent jurisdiction.

Administrative or Civil Action: An employee/job applicant must notify the drug testing laboratory of any administrative or civil action brought pursuant to Florida Statutes § 440.102. The laboratory will maintain the sample until the case or administrative appeal is settled.

Right to Consult with Laboratory: If any initial drug test of an employee/job applicant is confirmed as positive, Jupiter Island's MRO shall provide technical assistance for the purpose of interpreting the test results to determine whether the result could have been caused by prescription and non-prescription medication taken by the employee/job applicant.

Policy Guidelines: The contents of this Policy may be changed and updated at any time. This Policy is not intended to create a contract for term between Jupiter Island and any employee. Nothing in this Policy binds Jupiter Island to a specific or definite period of employment or to any specific policies, procedures, actions, rules, or terms and conditions of employment.