

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF MANALAPAN

AND

PALM BEACH COUNTY

POLICE BENEVOLENT ASSOCIATION

October 1, 2023– September 30, 2026

*Collective Bargaining Agreement
Town of Manalapan and PBC PBA
October 1, 2023 – September 31, 2026*

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ARTICLE 1

PREAMBLE

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

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

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ARTICLE 2

RECOGNITION

Section 1.

The Town recognizes the PBA as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission, Certification 10E-132, with respect to the working conditions, rates of pay and other conditions of employment for those employees of the Police Department working within the certified unit, to-wit;

INCLUDED:

All sworn law enforcement personnel of the Town of Manalapan police department in the following classifications: police officer and police sergeant.

EXCLUDED:

All other employees of the Town of Manalapan, excluding specifically the chief of police and lieutenant.

Section 2.

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

John Kazanjian, President
Palm Beach County Police Benevolent Association
2100 N. Florida Mango Road
West Palm Beach, Florida 33409

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ARTICLE 3

NON-DISCRIMINATION

Section 1.

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

Section 2.

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

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ARTICLE 4

DUES DEDUCTION

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

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.

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ARTICLE 5

MANAGEMENT RIGHTS

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

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

- a. To manage and direct the employees of the Town.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- c. To suspend, demote, discharge or take other disciplinary action against employees.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To maintain the efficiency of the operations of the Town and to set standards of police service to be offered to the public.
- f. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- g. To determine the organization of Town government.

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- h. To determine the number of employees to be employed by the Town.
- i. To determine and implement the number, types and grades of positions of employees assigned to an organizational unit, department or project.
- j. To determine and implement effect internal security practices.
- k. To require employees to be in a physical and mental condition that allows them to effectively perform their normal duties.
- l. To promulgate reasonable departmental rules and regulations not in conflict with the provisions of this Agreement.

The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

All decisions regarding discipline and discharge are a management right expressly retained by the Town. The Town has a civil service system which governs discipline and discharge of Town employees, which system is applicable to bargaining unit members. Use of the grievance procedure for discipline, demotion and discharge is a non-mandatory subject of bargaining. This collective bargaining agreement does not contain any provisions which would bring this retained management right within the grievance procedure herein, and these topics are expressly excluded in all respects from this collective bargaining agreement.

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

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ARTICLE 6

PBA REPRESENTATION/UNION BUSINESS

Section 1.

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

Section 2.

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

Section 3.

The Town agrees to establish a PBA time pool bank to be used for PBA representatives to conduct Union business, as defined in this Article. PBA members covered by this Agreement shall donate two (2) hours of vacation or compensatory leave time each year to the PBA time pool bank. The PBA time pool bank shall be capped at a maximum of twenty (20) hours and hold a minimum of four (4) hours. When the time pool bank reaches four (4) hours or fewer, each officer shall donate two (2) hours to replenish the time pool bank. The initial deduction shall be made from each member's vacation leave during the first pay period in the month after ratification of this Agreement. In subsequent years, said deduction shall be made during the first week of January from each member's vacation time or, if then accrued, compensatory time, based upon a written directive from the member. All unused donated time will be carried over from year

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to year. Leave Time contributed to the bank shall be paid out when used on a dollar for dollar basis at the rate of pay of the Union representative(s).

Charges against the PBA time pool under this Article shall be used for PBA advocacy regarding contract administration or negotiations, including grievances, collective bargaining or other concerns regarding wages, hours and terms and conditions of employment at the Town level and to attend PBA Board meetings and PBA training programs within Palm Beach and Broward County. Charges against the PBA time pool shall be documented by the use of a Leave Approval Form (vacation request form) to be completed for each separate request. The form shall have the approval signatures of the Chief of Police or his designee, and the Association President or his designee. The Chief of Police or his designee may approve or deny use of this leave based upon the operational needs of the Department, and proposed reason for leave. No PBA member covered by the Agreement shall donate greater than eighteen (18) hours of leave time pursuant to this Agreement. The above form must be submitted to the Chief or his designee a minimum of seventy two (72) hours prior to the time the employee is requesting to use the time pool bank. Submission made with less than seventy two (72) hours' notice may be granted at the discretion of the Chief or his designee. In emergency situations the approval of time pool use may be obtained through the appropriate supervisor. Time spent by any employee that is compensated by use of the PBA time pool is not "hours worked" for the Town for purposes of calculating overtime under the Fair Labor Standards Act.

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ARTICLE 7

NO SOLICITATION AND USE OF BULLETIN BOARDS

Section 1.

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

Section 2.

The Town, together with the PBA, shall determine the location and type of bulletin boards that may be used by the PBA at the Town facilities. The PBA may use the bulletin boards only for the purpose of posting official PBA business notices and related information. No item shall be placed on any PBA bulletin board without being initialed by

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the PBA President or designee, and reviewed by the Town Manager or designee. All costs incidental to preparing and posting of PBA material will be borne by the PBA.

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ARTICLE 8

INTRODUCTORY PERIOD

The introductory period for all new employees shall be 365 days after 1) the successful completion of the Field Training Program of the Town or 2) the commencement of full time employment by the Town as a sworn law enforcement officer, whichever is later. The first date of actual work as a full time employee shall be considered to be their hire or service date for purposes of benefits under this Agreement. During the introductory period, an employee may be discharged for any reason. Upon the expiration of this time period, the Police Chief shall either approve or reject, in writing, retention of the employee. The introductory period may be extended up to 60 days by mutual agreement or shortened up to 60 days based on discretion of the Chief of Police.

An employee that does not successfully complete his or her introductory period shall have no right to utilize the civil service system of the Town or any other policy or procedure for any matter concerning a failure to successfully meet job performances standards during said period.

Although full time employees will accumulate vacation time during their introductory period, they may not use any vacation time until they have completed six months of employment in the Department, unless authorized in writing by the Police Chief. Sick leave shall begin to accrue as of the first service date of the employee, but may not be used until the employee has been employed for at least three (3) months.

Part time employees are not entitled to any benefits under this Agreement. Time served as a part time employee is not counted towards accrual of any benefits under this Agreement.

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ARTICLE 9

CODE OF CONDUCT

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

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ARTICLE 10

NO STRIKES AND LOCKOUTS

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

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

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

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ARTICLE 11

COMPLIANCE WITH RULES AND REGULATIONS

The Town's Personnel Policy and the Town Police Department's General Orders, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Policy or General Orders as amended 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 agreed and understood that employees shall be provided with copies of any Policy, rule and regulation which are new and/or which replace, update and/or supersede the Town's or Department's present policies, rules and regulations.

Nothing in this Article shall be construed as a waiver of the PBA's right to bargain over mandatory subjects of bargaining prior to the implementation of such change(s), or to bargain over the impact of any rule change which has the practical effect of altering the bargaining unit members' terms and conditions of employment. Such a request for bargaining must be received within fourteen (14) days after written notification to the PBA by the Town of any such proposed change(s). Nothing in this Article shall be construed to be a waiver of the Town's management rights, as set forth in this Agreement.

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ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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6) As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the Parties and consider the grievance. The decision of the arbitrator will be served upon the Town and the Union in writing. It shall be the obligation of the arbitrator to rule within thirty (30) calendar days after the close of the hearing. The failure of the arbitrator to issue a timely ruling shall not divest the arbitrator of jurisdiction to issue an award. The expense of the arbitration, including, but not limited to, the fee and expenses of the arbitrator and the cost of a court reporter (if used instead of the digital recording below, or in subsequent arbitrations, if needed as a result of a failure of that system) shall be split equally between the Parties. In the discretion of the Union, the parties may use the Easy Digital Meeting Recorder or a similar digital conference recorder operated by personnel provided by the Union to record sessions as an acceptable method of recording the proceedings at no cost to the Town, so long as a certified court reporter may provide the arbitrator and parties with a certified transcript of the proceedings based on that digital recording at the request of either party or the arbitrator within 30 days of the conclusion of the hearing. Each Party shall be exclusively responsible for compensating its own representatives and witnesses.

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

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authority or right to modify the decision of the Town and, if applicable, the arbitrator may award restoration of any benefits if the grievance concerns an issue of denial of benefits.

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

9) The parties intend that a “make whole” remedy be awarded as to a benefits or grievance over denial of a right under this Agreement, if applicable. All claims for back wages shall be limited to the amount of wages including lost overtime, that the employee otherwise would have earned from the Town. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of 7 calendar days prior to the date of the filing of the grievance at Step 1.

10) The decision of the arbitrator shall be final and binding on both Parties, and the grievance shall be considered permanently resolved, subject to any post-award judicial relief available to either Party under Florida law.

11) It is agreed, with respect to this grievance and arbitration procedure, that:

a) Any grievance, in order to be processed, must be submitted in writing at Step 1 as noted above and contain all of the following: a statement of the grievance and facts upon which it is based; each specific Article and subsection of this Agreement claimed to have been violated, and the remedy or correction requested. Grievances will be resolved at all later stages based on this statement of the grievance.

b) A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be barred. Failure on

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the part of the Town to respond within the time limit set forth at any step shall be deemed a denial, and require the Union to proceed to the next step.

c) A time limit at any stage of the grievance procedure may be extended by written and countersigned mutual Agreement of the Union and the Town Manager, including by reciprocal emails agreeing to an extension. No extension of time shall be inferred by any conduct or verbal exchange between the Parties.

d) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after submission to Step 1 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit it may describe the unit generally.

e) Grievances and appeals of denials of a grievance may be delivered to a designated Town official by hand delivery, email to the Chief of Police and to the Clerk of the Town, or facsimile delivery during the hours of 8:00 am until 4:00 p.m., Monday through Friday. Where the last day for such presentation falls on a Saturday, a Sunday or a holiday expressly recognized as such under this Agreement, presentation shall be considered timely if made on the next business day following such Saturday, Sunday or holiday.

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ARTICLE 13

VACATION

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

Vacation accrual is calculated based upon paid hourly earnings up to a maximum of 84 hours bi-weekly. Pro-rated accruals are calculated for less than 84 hours. A maximum of 300 hours can be carried over on September 30 of each year. Accrual time will be adjusted to reflect the length of any authorized unpaid leave of absence defined as time off not paid through the Town of Manalapan payroll.

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

Employees who have satisfied all eligibility requirements must submit vacation requests to their department head at least one pay period (14 days) in advance of anticipated vacation. At the beginning of each fiscal year, employees will be able to select two (2) vacation shifts for that year, with the vacation selections prioritized based on the employee's seniority. Requests will be evaluated based upon various factors, including anticipated operating and staffing requirements.

Years of Service	Leave Days Per Year (12 hour day equivalent)	Maximum Hours Earned Per Pay Period	Accrual Per Hour	Hours Per Year
0 through 6	7	3.230	.0385	84
7 through 11	10.5	4.846	.0577	126
12 and over	14	6.461	.0769	168

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ARTICLE 14

SICK LEAVE

Paid sick leave benefits are provided for all regular full-time bargaining unit members for periods of temporary absence due to illness or non-job related injuries. Accrued sick leave may also be used to supplement a bargaining unit member's pay up to his or her full-time regular base pay compensation if that employee is receiving worker's compensation benefits and unable to work due to an on-the-job injury. Further, Sick leave may also be used to attend doctor and dentist appointments or to care for an ill family member who resides in the employee's household. Employees are eligible for sick leave benefits upon completion of 90 days of employment. Sick leave will accrue from the date of employment at the rate of .0462 hours for each hour paid up to a maximum of 84 hours bi-weekly. Sick leave accrues for all pay status hours, including while on vacation and while on sick leave. Pro-rated accruals are calculated for less than 84 hours. Employees may accumulate sick leave indefinitely, but all accumulated sick leave will be forfeited upon termination of employment, except as provided herein.

Employees who are unable to report to work due to an illness or a non-job related injury must notify the communications center prior to the scheduled start of their workday. The supervisor should be contacted each additional day of absence. Before returning to work from a sick leave of more than two days, upon request an employee must provide a physician's verification that he or she may return to work and stating any limitations, which need to be accommodated. Employees requesting over 12 days of sick leave must advise their department head or Town Manager of the need for such additional leave and the expected date of return to duty. Employees who have used all accumulated sick leave

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and are still unable to return to work, may use accrued vacation leave and accrued compensatory time. Bargaining unit members may participate in the Town's contributed sick leave bank in accordance with Town policy on the same basis as other Town employees.

If employees do not use sick leave in a six-calendar month period beginning January 1 or July 1, they shall earn one additional vacation day.

If an employee has 500 or more hours in his/her sick bank, he/she may cash in up to 84 hours of that banked time 1) in December of each year, or 2) at termination of their employment. However, if an employee chooses to cash in up to 84 hours of banked sick time, then for the following calendar year they will not be eligible to receive donations of sick leave time from other Town employees under the Town's policy on employee donated sick leave, but they may donate their own accrued sick leave time to other employees, in their discretion.

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ARTICLE 15

LEAVE WITHOUT PAY

Section 1.

Based on the Town's current number of employees, no bargaining unit members are eligible for leave under the Family and Medical Leave Act (FMLA).

Section 2.

After 365 calendar days of employment, employees are eligible to request leave without pay. All employee requests for unpaid leave must be in writing to the Town Manager, and such requests shall include an explanation of the reason(s) for the leave. Such requests must be made at least 30 days in advance of foreseeable events or as soon as possible for unforeseeable events. A healthcare provider's statement must be submitted verifying the need for leave related to medical problems and its requested beginning and expected ending dates. The Town will consider all such leave requests, in light of any undue operational hardship, but the grant of such leave is in the Town's sole discretion.

Section 3.

Employees will be required to first use any accrued paid leave time before taking any leave without pay. Employees may apply for Short Term Disability payments from insurance carried by the Town during Leave Without Pay. Benefit accruals, such as vacation, sick leave, or holidays benefits, will be suspended during the leave without pay and will resume upon the employee's return to active employment.

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Section 4.

Prior to a return to work from leave without pay taken as the result of the employee's own illness or injury, the Town will require an employee to obtain a physician's note releasing the employee to work, and may, in its discretion, require the employee to submit to and obtain a fitness for duty evaluation. The cost, if any, of the physician's note is borne by the employee, and the cost of any Town directed fitness for duty evaluation will be paid by the Town.

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ARTICLE 16

HOLIDAYS/PERSONAL DAY

Section 1.

If employed on such dates, employees shall be paid for five (5) holidays on the last regular payroll in May of each year and also shall be paid for six (6) holidays on the first regular payroll of December of each year.

This permits employees to receive holiday pay, whether they work the holiday or not, for the 11 enumerated holidays which are designated for all other Town employees. If they work on a holiday, they receive pay for all hours worked that day, irrespective of this holiday pay. Employees therefore will be paid for Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, in May, and Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday Following Thanksgiving Day, in December.

Section 2.

In addition, non-probationary employees may use one floating personal day each calendar year, scheduled by the employee as authorized within the discretion of the Chief of Police or Town Manager. If not used, this personal day does not carry over to the following calendar year. Pay under this Article is calculated based on the employee's straight time rate for twelve-hour days. Paid time off for holidays or the personal day will not be counted as hours worked for the purpose of determining overtime. Only the hours actually worked on a holiday, if any, count as hours worked in the pay period when calculating eligibility for overtime.

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ARTICLE 17

COURT APPEARANCES AND CALL BACKS

Section 1.

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

For the purposes of this article and subsection, each additional court appearance separated from the employee's previous court appearance by a period of more than one hundred twenty (120) minutes qualifies for compensation as described above. The one hundred twenty (120) minute time period is calculated from the time the employee is released by the court until the time stated on the next subsequent subpoena. If the time between the court appearances is less than one hundred twenty (120) minutes, then the employee will be compensated for that period as continuous time.

Section 2.

Bargaining unit members who have left the workplace and are ordered or otherwise directed to return to work shall be paid for all hours worked at straight time or overtime rates as applicable.

Section 3.

Sergeants shall receive \$150 per month as call back pay when they are in an "on call" status.

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ARTICLE 18

ASSIGNMENT PAY

Section 1.

Bargaining unit members who receive a special assignment form from the Chief of Police, in writing on a signed special assignment form, as Field Training Officers, Evidence Custodians, Marine Operator, or Armorers shall be paid an additional \$1.00 per hour for all hours worked on the special assignment, up to 84 hours in a pay period. Specifically, Police Officers assigned to the Evidence Custodian assignment and Armorer assignment are paid an additional \$1.00 per hour for all hours worked by those employees, whether or not on duties related to those assignments, for up to 84 hours in a pay period. Field Training Officers are paid an additional \$1.00 per hour for each hour spent with a Trainee Officer performing FTO duties. Police Officers are paid an additional \$1.00 per hour for each hour spent performing Marine Operator related duties. The Chief of Police shall make decisions as to assignments, if any, in his sole discretion.

Section 2.

A police officer who is formally reassigned in writing for an extended period of time as a Sergeant and who is required to temporarily accept responsibility and carry out the duties of a Sergeant shall be paid five percent (5%) above the individual's present base rate for that position while so engaged.

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ARTICLE 19

PERSONNEL RECORDS

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

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ARTICLE 20

HEALTH INSURANCE

Bargaining unit members shall receive medical, and dental insurance coverage, with benefits, deductibles, co-payments and Town contributions to the cost of such insurance, at rates not less than the Town provides to all other Town employees.

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ARTICLE 21

UNIFORMS AND MAINTENANCE ALLOWANCE

Section 1.

The Town shall furnish uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties and agrees to replace such uniforms when they are no longer serviceable.

Section 2.

At hiring, the Town shall provide a bullet proof vest to each law enforcement employee, at no initial expense to the officer. If the employee terminates his/her employment, during the first five years of employment, then the cost of this bullet proof vest will pro-rated by months over 60 months based on the employee's tenure, and the employee must reimburse the Town for the balance still owed for this vest. At termination, the employee may take this vest as his/her personal property. This bullet proof vest shall be worn by the Town's police officers at all times while on duty.

Section 3.

During the term of this Agreement, the Town shall provide sworn member's dry cleaning service for a sworn bargaining unit members' uniforms. In addition, the Town shall provide to eligible employees who have been employed by the Town for more than six months, based upon submission to the Town of a paid receipt up to one hundred fifty dollars (\$150.00) for footwear reimbursement annually.

Section 4.

Costs for repair or replacement of watches, eyeglasses, sunglasses, contact lenses, or other authorized personal property damaged or destroyed due to activities of

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the employee while in the course and scope of duty will be reimbursed by the Town at a cost not to exceed two hundred (\$200.00) dollars per item. Damaged cell phones will be reimbursed at a cost not to exceed four hundred (\$400.00) dollars per item.

The bargaining unit member making the request for replacement of (or reimbursement for) damaged authorized personal property must provide the Chief of Police with a detailed report describing the incident which caused the damage. The bargaining unit member must also provide the Chief of Police with a paid receipt reflecting the cost of the repair or replacement of the authorized personal property.

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ARTICLE 22

SENIORITY

Section 1.

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

Section 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.

Section 3.

Seniority will be considered in the following matters:

1. Use and selection of Vacation Time for each calendar year shall be governed by seniority as set forth in Article 13, Vacation, provided it is consistent with this Agreement and any Department policy.
2. Seniority shall govern shift bids on an annual basis, as set forth in Article 25, Hours of Work and Overtime, and off-duty details. Of those Officers indicating interest in an advertised off-duty detail, the most senior shall be selected.
3. Layoffs shall be made in the reverse order of seniority.
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.

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Section 4.

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.

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ARTICLE 23

RETIREMENT

The Parties agree that the retirement plans in place for all Town employees shall be applicable to the bargaining unit employees as well.

The Town has created the Town of Manalapan General Employees' and Police Officers' Retirement Fund (the "Fund"), and bargaining unit members are included in this defined benefit program. The Fund has benefits as provided in the Town of Manalapan Code of Ordinances which governs the Fund. The Fund is referenced in Title III, Chapter 31, Section 31.17, Town of Manalapan Code. The said retirement plan shall be subject to and governed by all applicable provisions of the Town's existing rules and regulations and all applicable provisions of law.

Upon completion of an employee's introductory period, the Town shall match, up to the amount set forth below of employee contributions made per contract year, in any established 457 plan or 401A plan, established by the Town.

Tenure as a full-time employee	Town 457 Maximum Match
2 to 6 years	\$5,000.00
7 to 12 years	\$7,500.00
13 years +	\$10,000.00

Upon retirement with at least ten years honorable service to the Town an employee shall receive a retirement badge, retirement photographic identification card and their duty firearm.

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ARTICLE 24

TUITION REIMBURSEMENT

The Town will pay an educational incentive, up to a potential payment of \$3,000 per calendar year, to full time bargaining unit members, as follows:

If a covered employee has, or achieves during employment, a grade of A in his/her courses, that employee will receive 100% of the potential reimbursement.

If a covered employee has, or achieves during employment, a grade of B in his/her courses, that employee will receive 75% of the potential reimbursement.

If a covered employee has, or achieves during employment, a grade of C in his/her courses, that employee will receive 50% of the potential reimbursement.

Employees must comply with the Educational Assistance – Tuition Reimbursement Policy of the Town.

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ARTICLE 25

HOURS OF WORK AND OVERTIME

1. Shift work is defined as seven (7) 12 hour shifts in a fourteen (14) day work cycle. The 14 day cycle shall consist generally of two days on, followed by two days off, followed by three days on, followed by two days off, followed by two days on, and followed by three days off. Day shifts are defined as 0600 Hours until 1800 Hours. Night shifts are defined as 1800 Hours until 0600 Hours.

2. Shift assignments. Police Officers will bid for shift assignments based upon seniority annually. After working on a chosen shift, by seniority-based shift bid, for two consecutive years, the Police Officer then shall rotate to the opposite shift for the following one (1) year, unless directed otherwise in the discretion of the Chief of Police or designee. The Chief of Police may request and consider the officer's preferences when assigning the officers following the two-year bid period. After the one-year alternate period, the officers again will bid for shift assignments based on seniority. Sergeants may be assigned to shifts with hours that are different from the day shift/night shift identified above, at the discretion of the Chief of Police or designee. Employees who are assigned to regularly work the night shift will receive the night shift differential identified below.

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

4. All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.

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

6. Overtime hours and overtime compensation shall be defined, calculated and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor. The Town will treat unit employees under Section 7(k) of the Fair Labor Standards Act, except the Town will compensate non-exempt unit employees at one-and-one-half times the regular rate of pay for hours worked in excess of 84 in a 14 day work cycle.

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

8. All overtime hours shall be paid at one and one half (1½) times the regular rate of pay or, with the approval of the Chief of Police or designee, through compensatory time at the same rate of one and one half (1½) of Comp Time for each hour of overtime worked. No more than 40 hours of Comp Time may be accrued at the end of each fiscal year. Accrued and unused Comp Time will be paid out upon separation from the Town. Requests for the use of earned compensatory time may be granted if a member requests to use compensatory time at least fourteen (14) calendar days in advance. If less than fourteen (14) calendar days' notice is provided, the member shall state the reason for the

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requested leave and, again, the granting of the request shall be at the discretion of the Police Chief or his/her designee. This provision shall not apply to major holidays, upon the Police Chief's determination that the Department will suffer undue operational hardship, or upon the Chief's determination that the Department is, or will be, in a state of emergency. Compensatory time may only be requested up to a maximum of ninety (90) days in advance.

9. Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of the Chief of Police or designee.

10. Employees shall be provided with no less than 4 hours' notice if they are ordered to return to work. If employees are ordered to come into work with less than 4 hours' notice, they must articulate a reasonable explanation for being unavailable. Same shift members (e.g., day shift, midnight shift) shall be called first, if feasible, to fill the vacant shift.

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

12. Members who are regularly assigned to work night shifts will receive an additional \$1.00 per hour supplement in addition to their base rate of pay for those hours worked. Such differential pay shall be computed in those members' paid leave and overtime rates. Regular night shift means an annual assignment to the shift starting at 6:00 pm and ending at 6:00 am.

13. Details at private establishments will be offered at fifty dollars per hour (\$50.00), with a four-hour (4 hour) minimum. Hours worked on private details are not

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hours worked for overtime purposes. Officers may check out a Town patrol car for use on the detail, according to Town protocol.

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ARTICLE 26

TRANSFERS AND SHIFT EXCHANGES

Section 1.

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

Section 2.

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

Section 3.

Bargaining unit members within the same rank and assignment may exchange individual shifts within the same fourteen (14) day work period with the prior written approval of the Chief of Police, or his designee. All requests must be made in writing at least seven (7) days prior to the date on which the first shift is to be exchanged, must indicate the reasons for the request, when the shifts will be worked and paid back and must be approved in writing twelve (12) hours prior to the start time of the shift to be exchanged. The bargaining unit member who would work the first of the two shifts is responsible for getting the prior written approval. Both the bargaining unit members who agree to work a shift for another bargaining unit member and the exchanging member will

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be held accountable for nonattendance. An employee shall not work for two full consecutive shifts as a result of a shift exchange.

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ARTICLE 27

TRAINING

Section 1.

In service training generally shall be conducted regularly, and attendance is mandatory. The training may be cancelled for the month with reasonable notice.

Section 2.

The Town will provide one week's advance notice for any training scheduled for weekends.

Section 3.

Any training beyond Miami-Dade, Broward, Martin, St. Lucie, and Palm Beach County will allow for an overnight stay paid for by the Town. When training in Miami-Dade County involves a two-day class, the night between the training days will allow for an overnight stay paid for by the Town.

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ARTICLE 28

WAGES

Section 1. Effective October 1, 2023, all non-probationary bargaining unit members shall receive a 7% adjustment of their base pay. Once a probationary employee successfully completes the introductory period, he/she will receive the 7% adjustment. Any retroactive payment, if applicable, will be paid by the Town in the first pay period after ratification of this Agreement in which accurate calculation and payment of such compensation is practicable.

In addition, employees will receive a gas allowance in 12 equal monthly installments of \$200 per month paid in the final pay period each month during the fiscal year ending with the September 2024 payment, as long as the employee is employed with the Town, which gas allowance will not affect the base wage rates.

Section 2. Effective October 1, 2024, all bargaining unit members shall receive a 7% adjustment of their base pay.

Section 3. Effective October 1, 2025, all bargaining unit members shall receive a 7% adjustment of their base pay.

Section 4. Top Out. All Police Officer salaries will top out, or be at maximum salary, at \$92,000 annually, in year 1 of this Agreement. In year 2 of this Agreement, the top out maximum salary will be increased by 1% to \$92,920.00. In year 3 of this Agreement, the top out maximum salary will be increased by 1% to \$93,849.20.

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ARTICLE 29

WORKERS' COMPENSATION

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

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ARTICLE 30

FUNERAL EXPENSES AND BEREAVEMENT LEAVE

Section 1.

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

Section 2.

A member shall be granted up to three (3) days paid bereavement leave for the death of any immediate family member, or five (5) days paid bereavement leave for the death of any immediate family member requiring travel outside of Florida.

Immediate family member is defined as father, mother, son, daughter, husband, wife, domestic partner residing in the same household as member, brother, sister, grandfather, grandmother, grandfather-in-law, grandmother-in-law, great-grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

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ARTICLE 31

BARGAINING UNIT MEMBERS' RIGHTS

Sworn law enforcement personnel shall be afforded all rights under Section 112.532 to 112.534, Florida Statutes, Law Enforcement Officers' and Correctional Officers' Rights. Any concerns of the Union or the bargaining unit member related to this Article are not subject to the grievance and arbitration procedure of this Agreement as the primary subject of a grievance.

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ARTICLE 32

LONGEVITY PAY AND SERVICE AWARDS

Employees are eligible to receive a longevity or service award at five (5) year increments as a lump sum payment. The calculation is based on years of service through the member's anniversary date.

Full time employees will receive the following:

- Completion of 5 years of employment \$2,000.00
- Completion of 10 years of employment \$4,000.00
- Completion of 15 years of employment \$6,000.00
- Completion of 20 years of employment \$8,000.00

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ARTICLE 33

PHYSICAL FITNESS

The Town will provide all bargaining unit members who opt in with reimbursement of the cost of gym membership, up to \$350 per year.

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ARTICLE 34

SEVERABILITY

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

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ARTICLE 35

ENTIRE AGREEMENT

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

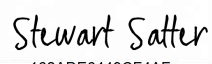
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SIGNATURE PAGE

Except as otherwise provided herein, this Agreement shall be effective upon ratification, and shall continue in force and effect from its ratification until its expiration date of September 30, 2026, or otherwise until a successor Agreement is ratified by the Parties.

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

FOR THE TOWN OF MANALAPAN, FLORIDA

DocuSigned by:

102ADE0449CF4AF...
TOWN MAYOR

DocuSigned by:

BC6917F50BE8422...
TOWN MANAGER


Date: 7/27/2023

As to form:

DocuSigned by:

B721E66A88724F3...
TOWN LEGAL COUNSEL

FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.


JOHN S. KAZANJIAN, President

5-29-23
Date


ERNEST W. GEORGE, Executive Director

As to form:


LEGAL COUNSEL