

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF SEWALL'S POINT, FLORIDA

AND

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

OCTOBER 24, 2023 – SEPTEMBER 30, 2026

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ARTICLE 1 PREAMBLE

This Agreement is between THE TOWN OF SEWALL'S POINT, FLORIDA, hereinafter referred to as "TOWN", and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as "ASSOCIATION", "PBA", or "UNION", to set forth the basic and full Agreement between the parties concerning wages, rates of pay, and other terms and conditions of employment for those employees covered.

ARTICLE 2 UNION RECOGNITION

The TOWN recognizes the ASSOCIATION as the certified bargaining agent for the regular full-time employees designated as police officers and sergeants as indicated in PERC Order No. 2032, issued on June 14, 2022, or as modified by PERC.

Nothing herein limits the right of either party to seek unit clarification from PERC to modify the positions included in or excluded from the unit.

ARTICLE 3 DUES DEDUCTION

Section 3.1.

In accordance with its regular payroll cycles, the Town agrees to deduct the Union dues of employees who individually, lawfully, and voluntarily certify, in writing, that they authorize such deductions. However, no deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period after other deductions are less than the amount of dues.

The Town agrees to remit such deductions to the treasurer of the Union on a monthly basis. The Town's remittance to the Union will be deemed correct if the Union does not give written notice to the Town within ten (10) days of receipt of the remittance that there is a discrepancy. The Union shall delineate with specificity the reasons why it believes the remittance to be incorrect. If there is an amount deducted in excess of what is authorized by this Agreement, the affected employee shall seek recourse with the Union and not the Town.

The PBA will notify the Town, in writing, thirty (30) days prior to any change in the regular PBA dues structure. The Town is expressly prohibited from any involvement in the collection of initiation fees, political contributions, fines, penalties or special assessments and shall not honor any request of this nature other than for association dues.

Section 3.2.

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the Town Payroll Section with a copy to the PBA.

Section 3.3.

The PBA agrees to provide necessary Authorization Card For Deduction Of Union Dues forms and Instruction To Stop Deduction Of Union Dues forms for its members. These forms shall be at least 8-1/2" wide and 5-1/2" tall in dimension.

The information entered on the forms, with the exception of the member's signature, must be either typed or legibly printed. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the Town of Sewall's Pointe to deduct from my wages each pay period, the current regular pay period PBA dues and to transmit this amount to the treasurer of the Palm Beach County Police Benevolent Association, Inc.

Date:

Name:

Signature:

Address:

INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the Town of Sewall's Point to stop deducting from my wages each pay period the current regular pay period PBA dues of the Palm Beach County Police Benevolent Association. A copy of this revocation has been forwarded to the treasurer of the PBA.

Date:

Name:

Signature:

Number:

Address:

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.

Section 3.4.

Deductions for Union dues shall continue until either: 1) revoked by the employee in accordance with Section 2, 2) revoked pursuant to Section 447.507, Florida Statutes, 3) the termination of employment, 4) notice to the Union by the employee of the transfer, promotion, or demotion of the employee out of the

bargaining unit, or 5) implementation of state or federal statutes or decisions by a court of competent jurisdiction prohibiting such deductions. Should any employee discontinue participation in the Union for any reason, upon the employee's return to the Union, dues deductions shall commence upon the submission of a new Authorization Card For Deduction Of Union Dues.

ARTICLE 4 RULES OF CONSTRUCTION

Section 4.1.

The term “day” means any consecutive calendar day. When the last day of any time period or a deadline under this Agreement falls on a Saturday, Sunday, or legal holiday, then the time period or deadline continues to run until the next day that is not a Saturday, Sunday, or legal holiday.

Section 4.2.

The terms “Association”, “PBA”, and “Union” are synonymous, meaning the Palm Beach County Police Benevolent Association, Inc., and its duly authorized agents.

Section 4.3.

The term “employee” in this Agreement means those individuals employed by the TOWN in positions identified in PERC Certification No. 2032, as modified by PERC from time to time.

Section 4.4.

The term “Police Chief” means the Chief of Police or his/her designee.

ARTICLE 5 VALIDITY AND SEVERABILITY

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

ARTICLE 6 NON-DISCRIMINATION CLAUSE

Section 6.1.

No employee covered by this Agreement will be discriminated against by the Town, another employee, or the Union with respect to any job benefits or other conditions of employment accruing from this Agreement because of race, sex, color, national origin, religion, age, marital status, veteran status, genetic information or other protected status under applicable law.

Section 6.2.

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

Section 6.3.

A claim of discrimination by an employee against the Town shall not be subject to the grievance or arbitration procedure contained in this Agreement, but shall only be subject to the method(s) prescribed under applicable federal, state or local law.

Section 6.4.

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

ARTICLE 7 WORKER'S COMPENSATION

Section 7.1.

An employee 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.

Section 7.2.

Employees who are unable to or otherwise fail to return to full duty after a period of six (6) months shall be administratively separated from employment if the employee does not qualify for any vacant employment positions within the Town.

Section 7.3.

Any employee may supplement their workers' compensation benefits with accrued and unused sick leave or vacation leave to reach full base pay, but shall not exceed the employee's full base pay. There is no supplemental pay during the pay period in which the employee returns to work.

Section 7.4.

Light Duty. The Town has the sole discretion to place a Union member covered by Chapter 440, Florida Statutes, who would otherwise be absent from work, on light duty in any capacity or Department within the Town for a period of up to six (6) months in accordance with the restrictions provided by the treating health care provider. No combination of light duty and absence under this Article shall exceed six (6) months. Failure to return to full duty after a period of six (6) months on light duty or a combination of light duty and absence, whether paid or unpaid, shall be administratively separated from employment if the employee does not qualify for any vacant employment positions within the Town.

Section 7.5.

Drug Free Workplace Policy. The Town maintains a drug-free workplace policy pursuant to §440.102 applicable to all employees. The complete policy may be obtained from administration. All employees hold mandatory testing or special risk positions under the statute and are subject to the following types of testing: job applicant, reasonable suspicion, post-accident, random and follow-up.

Section 7.6.

This Article is not subject to the Grievance Procedure of this Agreement.

ARTICLE 8 INSURANCE

The TOWN will provide bargaining unit member's health, dental, vision, and life insurance to bargaining unit members and their dependents under the TOWN program, 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.

ARTICLE 9 PAID BEREAVEMENT LEAVE

Section 9.1.

All employees are eligible for bereavement leave with pay not to exceed three (3) working days (for services held in Florida) and five (5) working days (for services held out-of-state) for each calendar year in the event of a death in the employee's immediate family.

Section 9.2.

Immediate family, for the purposes of bereavement leave, shall be defined to include the following for either the employee or their spouse/domestic partner: parent, sister, brother, spouse/domestic partner, children, nieces, nephews, step-parent, step-children, step-siblings, half-siblings, daughter/son-in-law, parent-in-law, sibling-in-law, aunts, uncles, grandchildren, and grandparents.

Section 9.3.

The employee shall be required to provide the Chief with proof of death of the immediate family member before compensation is approved.

ARTICLE 10 SICK LEAVE

Section 10.1.

Sick leave shall not be considered personal time which an employee may use at his or her discretion. It is intended to insure employees against occasional illness and to provide time off with pay during longer periods of absence due to illness. Employees may use Sick Leave for personal injury, pregnancy, illness or disability not connected with work (unless to supplement wage benefit payments), medical, dental, optical, or chiropractic examination or treatment, exposure to a contagious disease which would endanger others as determined by a physician.

Employees may also use Sick Leave for illness of a member of the employee's immediate family which requires the personal care and attention of the employee up to a maximum of forty (40) hours per calendar year. Absence beyond this period for an immediate family member may be granted and charged to Vacation Leave.

Section 10.2.

Employees accrue 3.7 hours per pay period and may be accumulated without limitation. Sick leave shall not be accrued when an employee is on leave without pay status in any pay period. This rate is the same for all employees regardless of length of service. Sick leave benefits will be calculated based on the employee's base pay rate.

Section 10.3.

Paid sick leave can be used in minimum increments of two (2) hours.

Section 10.4.

Employees who are unable to report to work due to a qualifying reason for use of Sick Leave must notify the Chief of Police or designee before each day in which the employee will be absent, at least three (3) hours before the scheduled start of their shift, or as soon as reasonably possible. Where the employee provides a report from a duly licensed physician specifying that multiple days or a longer period of time are necessary, the employee does not need to call in on the days covered by the physician report. When using Sick Leave for the employee's own illness or injury, the employee is required to remain at home during the period Sick Leave is utilized, unless the employee obtains approval from the Lieutenant or Chief of Police to leave the home for medical treatment or obtaining prescription or non-prescription medications or supplies.

Section 10.5.

Employees who use Sick Leave due to personal illness for a period of three (3) days or more shall furnish a report from a duly licensed physician confirming the employee was unable to report to work due to illness. The Town reserves the right to require a report from a duly licensed physician confirming the employee was unable to report to work due to illness in cases where management determines the Employee's usage shows a pattern that suggests abuse. If an employee anticipates being absent for more than five (5) days because of personal sickness or injury, the employee's leave request must be accompanied by a physician's statement.

Section 10.6.

Any sick leave covered by a doctor's note providing an adequate explanation or related diagnosis of the reason for the absence, in the sole discretion and opinion of the Town, will not be considered an abuse of sick leave. Use of sick leave based on false claims shall result in termination. Employees failing to notify the Chief of

Police or Lieutenant of a reason for absence of three (3) days' time shall be considered to have resigned.

Section 10.7.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence but will not include any special forms of compensation. Paid sick leave does not count toward hours worked for the calculation of overtime. Sick leave benefits will not accrue during a leave of absence without pay, suspension without pay, or when an employee is otherwise in a non -pay status, including unpaid leave supplemented by other insurance programs such as workers' compensation, short-term disability, long-term disability, or other supplemental insurance programs.

Section 10.8.

The Town reserves the right to require employees to submit to a fitness for duty examination at the Town's sole expense and to take appropriate action based upon the results of the examination including, but not limited to, transfer to a vacant position, modification of job duties, additional leave, or separation from service.

Section 10.9.

All unused sick leave will be forfeited upon separation of employment from the Town, unless employed with fifteen (15) or more years of continuous service as more fully set forth in Section 10.10.

Section 10.10.

Sick Leave Incentive. This incentive may be elected quarterly effective for the following quarter. To be eligible to participate, the employee must maintain a minimum balance of no fewer than 120 hours of accrued Sick Leave at all times. Participating qualified employees will receive on a quarterly basis, compensation

at one-half (1/2) employee's base rate of pay for twenty (20) hours of Sick Leave, which shall be deducted from the employee's Sick Leave balance upon payment.

Employees with fifteen (15) or more years of continuous service with the Town shall be paid one-half (1/2) of all accrued and unused Sick Leave, to a maximum of 240 hours, upon retirement, resignation in good standing, or death.

Notwithstanding the foregoing, employees who voluntarily resign in good standing and use Sick Leave after submitting the resignation, the employee shall be charged Vacation Leave if the absence is not substantiated with a medical certification showing the absence was occasioned by personal illness or injury that prevented the employee from working.

ARTICLE 11 COURT APPEARANCES AND CALL-OUTS

Section 11.1.

Court Appearance. Court appearances required of employee which arise out of the employee's performance of his or her duties and responsibilities for the Town and which occur outside of that employee's regular shift, shall be treated as time worked. There will be a minimum of three (3) hours for appearances in Court so long as the officer's duty hours do not overlap the three (3) hour minimum. E.g. court scheduled for 2pm and the officer's shift begins at 3pm will result in 1 hour of overtime for continuous service; court at 8am and shift begins at 3pm will result in the 3-hour minimum. These minimums shall begin 30 minutes prior to the designated time on the subpoena or appearance notice, regardless of the amount of time actually spent at the court appearances(s). All payments of any type or sort, including witness fees, mileage, or checks issued through the witness aid services, if collected, shall be endorsed by the employee and turned over to the Town. Employees may not collect witness fees if they are otherwise compensated by Town.

Section 11.2.

Members who are required to attend a judicial matter arising from performance of his/her duties shall give notice to the Lieutenant, and they will provide the appropriate subpoena and overtime compensation slip. Rescheduling may be requested and coordinated by the Town.

Section 11.3.

Employees who have left the workplace and are ordered or otherwise directed to return to work after completing their shifts shall be paid for all hours worked with a minimum of two (2) hours. The two (2) hours paid shall include all travel time

by the employee, regardless of the amount of time actually spent working on the call out.

This provision shall not apply to those instances when the overtime commenced one hour or less prior to, or runs continuously with, the employee's regular shift or when the employee is called back to work to rectify their own errors or omissions, which cannot wait until the employee's next shift. Similarly, employees who hold over to provide early or late relief for another shift shall be compensated for actual time worked and are not eligible for call back pay. Additionally, this provision shall not apply to meetings or shifts scheduled in advance.

11.4 Scheduled Staff Meetings

When a staff meeting is scheduled when an employee is otherwise off-duty and the employee's attendance is mandatory, the Town shall pay a minimum of two (2) hours for attendance at the staff meeting. The two (2)-hour minimum shall not be in addition to the time spent attending the meeting.

ARTICLE 12 MANAGEMENT RIGHTS

Section 12.1.

Employees, the Union, and its members recognize and agree that the Town exclusively reserves and retains all rights, powers, prerogatives and authority customarily exercised by management and held or exercised by the Town prior to the certification of the Union, except as specifically limited by law or as specifically limited or abrogated by the terms of this Agreement.

Section 12.2.

The Town shall have the sole and exclusive right, subject only to express restrictions in law or this Agreement, to exercise its own discretion unilaterally on all of the following matters, whatever may be the effect on employment, when in its sole discretion it may determine it is advisable to do any or all of the following and specifically, but not by way of limitation, reserves the sole and exclusive right to, among other things:

- a. To manage, direct and administer the affairs of the Town generally and the Police Department specifically.
- b. To determine the mission and purpose of the Police Department.
- c. To set standards of service to be offered to the public.
- d. To exercise control and discretion over its organization and operations.
- e. To determine methods, means and number of employees needed to carry out the Department's mission.
- f. To introduce new or improved methods, equipment, or facilities and to control the use of equipment and property.
- g. To formulate or amend job descriptions.
- h. To manage, direct, and supervise employees.
- i. To hire, promote, transfer, schedule, assign, demote, evaluate, lay off, rehire, and retain employees.

- j. To suspend, demote, discharge, or take other disciplinary action against employees, whether probationary or non-probationary, at will.
- k. To formulate, amend, implement, and enforce the Department's and Town's policies, rules, regulations, and general orders.
- l. To determine and re-determine schedules, days off and work/shift hours.
- m. To contract with other governmental entities to provide law enforcement services and/or to modify, amend or terminate such agreements.
- n. To determine the procedure and requirements for promotion.
- o. To relieve probationary and non-probationary employees from duty because of lack of work, lack of funds, position elimination, and at will in the Town's sole and exclusive discretion.
- p. To relieve probationary and non-probationary employees from duty for any reason.
- q. To maintain order and efficiency in its operations including, but not limited to, staffing levels and the size and composition of its workforce.
- r. To require employees to submit to a medical examination by a qualified health care provider designated by the Town to determine physical or psychological fitness for duty.
- s. To set the standards and procedures for application, testing, selection, and appointment procedures to positions.
- t. To determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement.
- u. To discontinue conduct of its mission or operations in whole or in part.
- v. To determine the number and types, and to control, regulate, or discontinue the use of vehicles, equipment, processes, materials, supplies, and other property to be used, operated, or distributed.
- w. To institute and establish new methods and procedures of training employees and to engage in such training methods and procedures.
- x. To open new facilities and to transfer its operations or any part thereof to such new facilities, and to transfer or assign employees to new facilities.

- y. To subcontract all or any part of its functions, operations, or work including to merge, consolidate, or terminate the Department or any part thereof, or expand, reduce, alter, combine, assign or cease any job.
- z. To reorganize the Police Department.
- aa. To take all actions necessary to ensure compliance with applicable federal, state, and local equal employment opportunity laws.
- bb. To determine, implement, and effect internal security practices.
- cc. To require employees to be in a physical and mental condition that allows them to effectively perform their normal duties.
- dd. To promulgate reasonable departmental rules and regulations not in conflict with the provisions of this Agreement.
- ee. Except as specifically provided in this Agreement, to have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

Section 12.2.

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

Section 12.3

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

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

Section 12.4

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

Section 12.5

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

ARTICLE 13 SENIORITY AND SHIFT TRADES

Section 13.1.

Seniority shall be defined as continuous time in grade and classification, while employed with the Town Police Department. Seniority entitles employees to certain considerations and preferences as provided for in this Agreement.

Section 13.2.

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

Section 13.3

Seniority shall apply in the following matters:

1. Vacation Leave as set forth in Article 14.
2. After initial Vacation Leave picks are finalized, when employees request leave that creates a same day conflict, rank shall govern with the higher rank getting priority, then seniority, provided it is consistent with this Agreement and with any Department policy.
3. Layoffs shall be made in the reverse order of seniority within each classification rank, subject to the skills and certifications identified in the Town's sole discretion as critical for retention. Seniority shall not affect the layoff of any additional grant funded or federally funded Police Officer position.

The Union recognizes 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.

Section 13.4.

Mutually agreed upon shift trades will be permitted for employees who have completed field training if a minimum of three (3) days' notice is provided, when the trade does not interfere with the operations of the Town's Police Department, and at the Chief of Police's sole discretion. Both sides of the shift trade must be worked during the same 14-day work period.

The Chief may discontinue trades by individual employees at any time where the self-governing trade system requires management's involvement as noted below; such discontinuance shall not be considered discipline or grievable.

The employee covering the trade will be held accountable to report for duty. If the employee covering the trade is unable to report for duty or is late for duty, his or her leave will be charged at a rate of time and one-half if the Town incurs overtime cost to maintain appropriate staffing. If the reason the employee covering the trade is unable to report for duty is due to illness or injury, the employee must submit a physician's note indicating the covering employee was not able to report to work and is fit to return to duty. If the employee covering the trade does not have accrued leave to cover the absence the shift will be unpaid.

Section 13.5.

An employee shall lose their seniority as a result of the following:

- a. Termination
- b. Retirement
- c. Voluntary resignation
- d. Layoff exceeding six (6) months

- e. Failure to return from military leave within the time limits prescribed by law.
- f. Failure to return from an authorized leave of absence upon the expiration of such leave.

ARTICLE 14 PAID VACATION LEAVE

Section 14.1.

Paid Vacation Leave is earned at an hourly rate based on the employee's years of service in accordance with the table set forth in Section 14.2 below.

Section 14.2

Employees are eligible to use accrued Vacation Leave after completing nine (9) months of service. Vacation Leave accrues biweekly beginning on the date of hire as follows:

<u>Years of Service</u>	<u>Hours earned yearly</u>
1-5	80
5-10	120
10-15	160
Over 15	200

Accruals for Vacation Leave shall not accrue while an employee is out of work on unpaid leave of any kind, including suspensions, administrative leave or unpaid leave supplemented by other insurance programs such as workers' compensation, short-term disability, long-term disability, or other supplemental insurance programs.

Vacation Leave hours shall not exceed 120 hours plus their annual accrual at any time.

Employees must use leave in one (1) hour minimum increments, with a minimum of four (4) hours.

The use of Vacation Leave shall not count toward hours worked for the calculation of overtime.

Section 14.3

Vacation Leave Picks. On January 1 of each year, employees shall submit a request to use up to 120 hours of Vacation Leave for dates certain during the applicable calendar year. The Chief shall award these vacation requests in order of rank, then seniority, subject to the Chief's sole discretion based on staffing levels for the requested time. A maximum of one (1) sworn officer shall be awarded Vacation Leave per calendar day or portion of calendar day. Thereafter, employees may submit requests for Vacation Leave 14 days in advance of the requested leave on a first-come, first-served basis, which may be approved or denied in the Chief's sole discretion based on staffing levels or other operational needs for the requested time. Once Vacation Leave is granted, a more senior officer in rank or seniority cannot "bump" the employee first awarded. Only the Chief has the authority to revoke Vacation Leave previously granted as set forth below.

In case of emergency, including staffing shortages, the Chief of Police may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and, if necessary, may call back an employee from a vacation in progress. If an employee is called back from vacation for an emergency, the Town will reimburse, at current IRS rates for mileage, if any, the employee for reasonable travel expenses based on paid receipts submitted.

Section 14.4.

Vacation Leave is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any other special forms of compensation.

Section 14.5.

Upon separation of employment for any reason employees who have completed their Probationary Period will be paid all accrued and unused Vacation Leave. Employees who have not completed the Probationary Period forfeit all accrued and unused Vacation Leave.

ARTICLE 15 PAID HOLIDAYS

Section 15.1.

The Town recognizes certain designated holidays as set forth in the Town's Human Resources Policy Manual which shall apply to employees covered by this Agreement.

Section 15.2.

Holiday pay is calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that shift.

Section 15.3.

If a recognized holiday falls during an eligible employee's paid Vacation Leave, holiday pay will be provided instead of the employee's use of the Vacation Leave that would otherwise have applied. In other words, holiday time will not be charged against an employee's accrued vacation time.

Section 15. 4.

Holidays are observed on the actual day/date listed in the Town's Human Resources Policy Manual. Employees who do not work on the designated holiday shall receive eight (8) hours pay for the holidays. However, employees who call out sick on the holiday shall be paid Sick Leave but shall forfeit the holiday pay. Employees who work on the holiday shall receive pay at 1.5 times the regular rate of pay. Paid time off for holidays will not be counted as hours worked for the purposes 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.

Section 15.5.

If the Town modifies the holidays provided to Town employees, the holiday also will be provided to employees covered by this Agreement.

ARTICLE 16 GRIEVANCE PROCEDURE / ARBITRATION

Section 16.1.

Employees will follow all lawful 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: Follow the order first; grieve later.

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, the following is the sole and exclusive method for the resolution of grievances, which are defined as disputes involving the interpretation or application of the specific provisions of this Agreement, except Management Rights, and all disciplinary actions involving suspensions greater than 24 working hours, certain demotions and/or dismissals; however, arbitration is limited further as set forth below. The Town need not entertain or process under this Article any dispute or other matter not meeting this definition. Performance evaluations are not subject to the grievance or arbitration process.

Section 16.2.

For the purpose of this Article, time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited, and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered by management within the prescribed time limit may be advanced to the next step.

Section 16.3.

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.

Section 16.4.

Grievances shall be presented in the following manner:

Step 1:

The aggrieved employee with or without a union representative shall first present the grievance in writing and dated to the Police Chief within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance. The written grievance at this step and all steps thereafter shall contain the following information:

1. A statement of the grievance, including the date of occurrence, and factual basis for the grievance;
2. The Article and section number of the Agreement alleged to have been violated;
3. The action, remedy, or solution requested by the employee or Union representative; and
4. The signature of the aggrieved employee and the signature of the Union representative or Union agent.

The Police Chief shall respond, in writing, within twenty (20) calendar days of receiving the written grievance.

Step 2: In the event that the employee is not satisfied with the disposition of the grievance at Step 1, by the Police Chief, the aggrieved employee/Union representative shall have the right to appeal the decision to the Town Manager within ten (10) calendar days of the date of the issuance of the decision of the Police Chief. The Town Manager may, but need not, hold a meeting with the grievant and Union representative. The Town Manager shall, within twenty (20) calendar days of the Town Manager's receipt of the appeal, render a decision in writing.

Step 3:

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

NOTE: The following are not subject to the grievance/arbitration procedure:

- Disciplinary actions of probationary employees
- Disciplinary actions of non-probationary employees at the level of a 24 working hour suspension or less
- Budgetary demotions or terminations
- Position eliminations/Reduction in Force

Where the Union requests arbitration in accordance with Step 3 above the Union shall request that the Federal Mediation and Conciliation Service ("FMCS") provide the Parties with a list of seven (7) potential arbitrators and their resumes. From the list submitted, the Parties shall alternately strike names from the list within ten (10) calendar days from receipt of the list. The party striking first shall be determined by the toss of a coin. When the name of one arbitrator remains, said person shall

serve as the arbitrator. Failure of the parties to select an arbitrator within thirty (30) calendar days of receipt of the panel form FMCS will be considered a withdrawal of the grievance with prejudice.

As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the Parties at Town Hall and consider the grievance. The decision of the arbitrator shall be in writing with a full statement of findings and reasons, and the decision shall be made within thirty (30) 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 arbitrator's decision shall be supported by competent substantial evidence on the record as a whole. The decision of the arbitrator shall be final and binding on the Parties, and the grievance shall be considered permanently resolved subject to any post-award judicial relief available to either Party under Florida law.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendments thereto. The arbitrator shall not have the authority to determine any issues not submitted. The arbitrator shall have no authority, power or jurisdiction to construe Town policy, the Town's General Orders, and other rules and regulations not covered by this Agreement or any provision of law, statute, or Town Ordinance. The power and authority of the arbitrator shall be strictly limited to an interpretation of the express terms of this Agreement. No decision of any arbitrator or of the Town in one case shall create a basis for retroactive adjustment in any other case. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of five (5) calendar days prior to the date of the filing of the grievance at Step 1.

The arbitrator shall not have authority to consider any matters not defined as a grievance in this Agreement nor a grievance which has not been processed in

accordance with the provisions of this Article or stipulated to by the Parties, provided that the arbitrator shall have the authority to determine whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. Any dispute concerning arbitrability shall be resolved first, and if the arbitrator determines that the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed. Absent such a finding, the hearing shall proceed on the merits of the case.

Section 16.5.

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.

Section 16.6.

Where a grievance is general in nature in that it applies to the entire unit, or if the grievance is directly between the ASSOCIATION and the TOWN, it shall be presented directly at Step 2 of the grievance procedure, within the time limit provided for the submission of the grievance at Step 1, and signed by all of the aggrieved employees or the ASSOCIATION representative on their behalf.

Section 16.7.

The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties. Grievances and appeals of denials of a grievance may be delivered to a designated Town official by hand delivery or email to the Chief of Police and to the Town Clerk during the hours of

9:00 a.m. until 4:00 p.m., Monday through Friday. Where the last day for such presentation falls on a Saturday, Sunday, or a holiday expressly recognized as such by the Town, presentation shall be considered timely if made on the next business day following such Saturday, Sunday, or holiday.

Section 16.8.

The arbitrator may not issue declaratory opinions and shall confine the arbitration award exclusively to the question(s) presented to him/her, which questions(s) must be actual and existing.

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

Section 16.9.

Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses shall be paid by the loser. Each Party shall be responsible for 50% of the cost of any court reporting attendance fees and transcripts of the proceeding when ordered by either Party or at the arbitrator's request.

Section 16.10.

Employees may request to have an ASSOCIATION representative present at any step of the grievance procedure.

The ASSOCIATION will not be responsible for grievances proceeding to arbitration without being first notified by the TOWN in writing (and with a copy of the grievance) in a timely manner. The ASSOCIATION representative will have their name, address and all contact numbers on file with the TOWN.

Section 16.11.

The settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated, nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

Section 16.12.

When arbitrability is raised by the TOWN with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself.

If the TOWN does not agree that the matter is arbitrable, notification shall be sent to the ASSOCIATION of such issue within ten (10) days of receipt of the ASSOCIATION's request to proceed to arbitration. In such an instance, the TOWN must submit solely the question of arbitrability either to an arbitrator or to a court. If the arbitrability issue is submitted to an arbitrator, the decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed; and shall be submitted to the arbitrator within thirty (30)

calendar days of selection of the arbitrator. The arbitrator shall render the decision within fifteen (15) calendar days of receipt of the parties' submissions.

Whichever party loses on the issue of arbitrability shall pay the arbitrator's fee involved in that proceeding.

If there is no objection by either party to the arbitrability of the grievance, and the above-mentioned procedure has been fully complied with or results in a determination that the grievance is arbitrable, the parties shall proceed to arbitrate the grievance.

ARTICLE 17 ASSOCIATION ACTIVITIES AND UNION BUSINESS

Section 17.1.

An employee shall have the right to join or not join the ASSOCIATION, to engage in lawful concerted activity for the purpose of collective bargaining or other mutual aid or protection, to express or communicate any view, to file any grievance, and to express any complaint or opinion relating to conditions of employment or compensation, through duly appointed ASSOCIATION representation. All actions are to be free from any and all restraint, coercion, discrimination or reprisal by the TOWN or the ASSOCIATION. The Town shall recognize one (1) member of the bargaining unit as an authorized PBA representative as designated by the UNION to the Town in writing. The PBA shall be permitted to designate one (1) additional PBA representative as an alternate.

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

Section 17.2.

One (1) ASSOCIATION representative shall be permitted to accompany a fellow employee in circumstances such as:

- A. The employee is required to appear at a hearing or meeting related to a grievance.
- B. The employee is presenting a grievance or response to management.
- C. The employee is subject to interrogation in conjunction with an internal affairs investigation.

The representative shall use Vacation Leave if approved in compliance with Town policy, or attend while off-duty.

ARTICLE 18 RULES, REGULATIONS, DIRECTIVES

Section 18.1.

All sections of the Town's Human Resources Policy Manual, the Town Police Department's General Orders, Standard Operating Procedures, Memorandums, Policies, Code of Conduct, Rules and Regulations, and verbal orders, including any amendments thereto, and the Oath of Office are applicable to the Bargaining Unit Members unless there is an express conflict between the foregoing and this Agreement, in which case this Agreement shall control. The Union agrees that the Town has the right to amend, modify, formulate, revise and implement its Town's Human Resources Policy Manual, the Town Police Department's General Orders, Standard Operating Procedures, Memorandums, Policies, Code of Conduct, Rules and Regulations, and verbal orders, including any amendments thereto, to the extent the Town – in its sole discretion – deems it necessary for the operation of the Police Department. Amendments, additions or modifications to personnel rules, regulations, and departmental directives shall be in writing, and a copy of the same shall be provided to employees at the time of implementation. If the ASSOCIATION wishes to discuss any such policies, it shall contact the Town and request to discuss same.

Section 18.2.

Nothing in this Article shall be construed as a waiver of the ASSOCIATION'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. Nothing in this Article shall be construed to be a waiver of the Town's management rights, as set forth in this Agreement.

ARTICLE 19 WORKWEEK AND OVERTIME

Section 19.1.

The standard work period for employees shall be 86 hours in the 14-day work period pursuant to the 7(k) exemption under the Fair Labor Standards Act. All time worked by employees in excess of 86 hours in a 14-day work period shall be considered overtime which shall be paid at a rate of one and one half times their regular rate of pay.

The TOWN has the right to change work/shift schedules, work cycles, and starting times when operational necessity requires during the term of this Agreement.

Section 19.2.

Time worked for purposes of calculating overtime pay shall only include actual hours worked. Vacation Leave, Sick Leave, Compensatory Time Off, training and off-duty details are not hours worked for purposes of calculating overtime.

Section 19.3.

Employees may request to earn Compensatory Time Off in lieu of overtime pay when hours worked exceed 86 during the 14-day work period. The Chief of Police has the sole discretion to approve or deny such a request; when denied, the employee shall be paid overtime. Employees shall not accrue more than 40 hours of Compensatory Time Off at any given time. The use of Compensatory Time Off shall be granted in accordance with applicable law. Use of Compensatory Time Off will generally not be granted around major holidays, unless the Police Chief determines that the Department will not 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.

Section 19.4.

The TOWN retains the right to make changes in shifts and schedules.

Section 19.5.

An employee who is directed to report for work during a declared state of emergency and fails to do so is subject to discipline.

ARTICLE 20 OFF DUTY DETAILS

Off Duty Details will be offered at fifty dollars per hour (\$50), with a four-hour (4 hour) minimum. Hours worked on such details are not hours worked for overtime purposes. Officers must obtain prior approval to use a Town patrol car on the detail.

Where certain off-duty details are not filled or accepted voluntarily, in lieu of off-duty detail assignments, the Chief may order mandatory overtime when it is in the interest of the public health, safety and welfare.

ARTICLE 21 TUITION REIMBURSEMENT

Non-probationary employees are eligible to participate in the TOWN's Tuition Reimbursement program, as amended from time to time.

ARTICLE 22 MEDICAL EXAMINATIONS

Section 22.1.

Where the Town has a reasonable belief, based on objective evidence, that: (1) an employee's ability to perform essential job functions will be impaired by a medical condition; or (2) an employee will pose a direct threat due to a medical condition, the Town may require the employee submit to a Medical Examination.

Employees are required to submit to the Medical Examination within the time period set by the Town and must provide the Town-selected physician all information necessary for the physician to make a complete and accurate assessment regarding the employee's fitness for duty.

Where the provider selected by the Town is within network for the Town's medical insurance benefit, the employee shall utilize such benefit for payment. If the provider is out-of-network, the Town will arrange for payment to the provider.

Employees who are required to provide a fitness for duty certification from a health care provider upon returning from time off due to the employee's own illness or injury shall be fully responsible for payment of the costs relating to same.

Section 22.2.

Employees who are prescribed medication or who are taking over the counter medication that may impair their physical or mental faculties must provide the Chief with documentation from the prescribing physician advising the name of the medication and that the medication will not pose a safety risk to the employee or others in the performance of law enforcement duties. Employees are prohibited from working while using such prescribed or over the counter medications until after the Chief has reviewed the documentation from the prescribing physician and approves the employee to report to duty.

ARTICLE 23 UNIFORMS AND SHOE ALLOWANCE

Section 23.1.

The Town shall furnish uniforms and equipment (duty gear) to all employees who are required to wear such uniforms in the performance of their duties and agrees to replace such uniforms when they are no longer serviceable. Employees must ensure the uniforms are in good repair and must request replacements when item(s) are no longer serviceable.

The Town shall provide a bullet resistant vest to each employee and agrees to replace such vests when they are no longer serviceable. Employees must wear said vest while on duty and must request a replacement six (6) months prior to the vest's expiration (typically every 5 years).

Section 23.2.

Costs for repair or replacement of watches or prescription eyeglasses damaged or destroyed due to activities of the employee while in the course and scope of duty will be reimbursed by the TOWN at a cost not to exceed one hundred and fifty (\$150.00) dollars per item.

Section 23.3.

A shoe allowance of one hundred and fifty (\$150.00) dollars per fiscal year shall be paid to all employees during the first payroll of December each year. Employees must wear suitable law enforcement work shoes at all times while on duty.

Section 23.4.

Only Town approved uniforms, equipment, and gear shall be worn. Employees are not permitted to modify the uniforms, equipment, or gear without the Chief's prior written approval.

ARTICLE 24 VEHICLES AND EQUIPMENT

The Town agrees to provide a gas allowance of \$300.00 per month, prorated throughout the year for payment bi-weekly in accordance with the Town's regular payroll procedures. The vehicle allowance is intended to cover all regular and incidental travel relating to the job including, but not limited to, court appearances, depositions, state attorney meetings and visits, and training. Notwithstanding the foregoing, attendance approved by management for training or meetings more than 50 miles (one-way) from Town Hall shall be reimbursed by the then current IRS mileage rate.

The aforementioned gas allowance is not provided to employees assigned a take-home vehicle.

Town vehicle use shall be subject to the Chief or designee's approval.

ARTICLE 25 WAGES

Section 25.1.

Effective upon ratification, Union members shall continue to participate in the Police Department Step Pay Plan as set forth in Section 25.3.

Section 25.2.

During the Term, effective on their Anniversary Date, all employees have the opportunity to advance one (1) step and receive the accompanying increase in base pay pursuant their Performance Evaluation and Police Department Step Pay Plan as set forth in Section 25.3.

The Anniversary Date is the date of completion of field training and annually thereafter. For employees hired on or after October 10, 2023 the Anniversary Date is 18 months after the date of hire and annually thereafter.

Section 25.3.

Effective upon ratification by both parties, the following Police Department Step Pay Plan shall become effective:

Police Department Step Pay Plan					
Position	Probationary Officer	Police Officer I	Police Officer II	Master Officer	Sergeant
Step 1 Starting Pay	\$47,450				
Step 2	\$49,822				
Step 3		\$52,313	\$52,313		

Step 4		\$54,929	\$54,929		
Step 5		\$57,675	\$57,675		
Step 6		\$60,559	\$60,559		
Step 7		\$63,587	\$63,587		\$70,651
Step 8		\$66,766	\$66,766	\$66,766	\$74,184
Step 9		\$70,104	\$70,104	\$70,104	\$78,088
Step 10			\$71,857	\$71,857	\$80,090
Step 11			\$73,653	\$73,653	\$82,144
Step 12			\$75,495	\$75,495	\$84,249
Step 13			\$77,768	\$77,768	\$86,409
Step 14				\$79,713	\$88,569
Step 15				\$81,706	\$90,783
Step 16				\$83,748	\$93,053
Step 17				\$85,842	\$95,379
Step 18				\$87,988	
Step 19				\$90,188	

Note: Above line = 5% between Steps; Below line = 2.5% between Steps.

Hiring Rates: When a position in the bargaining unit is filled by hiring a candidate with prior law enforcement experience from another agency, the Police Chief, in consultation with the Town Manager, in their discretion may approve the initial starting salary up to Step 4 of the Salary Plan. The placement into a Step that is higher than the starting pay will take into consideration the candidate's years of service, training, qualifications, and experience in law enforcement.

Step 1	New officers with no experience start at Step 1. Officers with recent and relevant police experience may start at Step 4 at the sole discretion of the Town Manager.
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Step 2	Satisfactory completion of the 1-year probationary period commencing on the completion of Field Training; for employees hired on or after October 10, 2023, successful completion of the 18-month probationary period.
Step 3	Successful completion of radar training, breath test operator training, and an above average overall evaluation.
Steps 3-9 as Police Officer I	Completion of a minimum of 24 hours of pre-approved advanced training; and an above average overall evaluation each year.
Promotion to Police Officer II	Employment by the Department for a minimum of 5 years; and Possession an Associate's Degree from an accredited college/university; and Completion cumulatively of at least 150 hours of pre-approved career development training, which must include (a) Field Training Officer and (b) Standard Field Sobriety Testing; an above average overall evaluation; and Recommendation of the Chief of Police
Steps 5 – 13 as Police Officer II	Completion of a minimum of 24 hours of pre-approved advanced training; and an above average overall evaluation each year.
Promotion to Master Officer	Employment by the Department for a minimum of 7 years; and Possession of a Bachelor's Degree from an accredited college/university; and Completion cumulatively of at least 250 hours of pre-approved career development training; an above average overall evaluation; and Recommendation of the Chief of Police.
Steps 8-19 as Master Officer	A minimum of 24 hours of advanced training each year; and an above average overall evaluation each year.

Section 25.4.

Local State of Emergency (LSA). Employees who are required to work once a LSA is declared by the Town during the hours that all other non-essential staff are not working and Town Hall is officially closed shall be compensated at 1.5 times the base rate of pay for hours actually worked, plus eight (8) hours each day that non-essential staff are paid for not reporting to duty, for up to a maximum of seven (7) days. The LSA premium pay may be extended by specific action of the Town Commission in its sole discretion at the time an LSA is extended. NOTE: an LSA may be extended by the Town Commission and the Town Manager has the sole discretion to determine whether such extension would include an extension of LSA premium pay.

Employees who call out sick during the same pay period during which they earned LSA premium pay and who do not provide a physician note indicating the inability to report to work due to illness shall not be paid the LSA premium pay for the day(s) on which the call out occurred but shall receive Sick Leave pay.

ARTICLE 26 RETIREMENT BENEFITS

The Town will provide employees the same plans as other employees as detailed in Town policies and manuals.

ARTICLE 27 TRAINING

The Town will provide one week's advance notice for any training scheduled outside of their normal duty hours.

Any mandatory training required by the Town beyond Martin, St. Lucie, Palm Beach, Indian River and Okeechobee Counties may allow for an overnight stay paid for by the Town depending on the time of the start and end of the training.

ARTICLE 28 PROBATIONARY EMPLOYEES

Section 28.1.

The initial probationary period of employment is an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to their position.

Section 28.2.

The probationary period for all new employees hired on or after ratification of this Agreement by both parties shall be eighteen (18) months of continuous employment from the date of hire. During the Probationary Period and throughout employment, an employee may be discharged for any reason without prior notice or just cause. Upon the expiration of this time period, the Police Chief shall either approve or reject, in writing, retention of the employee. In the event that the employee does not successfully complete the Probationary Period, the employee will be separated from employment or, in the Police Chief's sole discretion, the employee's Probationary Period may be extended by up to two (2) separate ninety (90) calendar day periods, provided that the Police Chief notifies that employee in writing and articulates the reason(s) for each such extension at least ten (10) calendar days prior to the commencement of each extension.

Section 28.3.

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

Section 28.4.

Upon the satisfactory completion of the probationary period, the employee shall attain regular status.

Section 28.5.

Although new employees will accumulate Vacation Leave time during their Probationary Period, they may not use any Vacation Leave time until they have completed nine (9) months of employment in the Department.

Section 28.6.

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

ARTICLE 29 NO STRIKES AND LOCKOUTS

Section 29.1.

Employees and the Union recognize that strikes by public employees are prohibited by the Florida Constitution and Section 447.505, Florida Statutes.

Section 29.2.

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

Section 29.3.

The Union recognizes the employees' responsibility to avoid misuse of their public position and members shall not use or attempt to use their official position, property or resources, or perform their duties to secure a special privilege, benefit or exemption for themselves or others (e.g., dissemination of unsubstantiated statements to the public or local officials outside the chain of command).

ARTICLE 30 SERVICE RECOGNITION PROGRAM

Section 30.1.

Employees who complete the required years of continuous service during the Term of this Agreement, as indicated below, shall receive a one-time, lump sum Service Recognition payment (not added to base), which shall be paid on the employee's Anniversary Date as follows:

<u>Years of Continuous Service</u>	<u>Lump Sum Payment</u>
5	\$100
10	\$200
15	\$300
20	\$400
25	\$500
30	\$600

Section 30.2.

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

ARTICLE 31 ENTIRE AGREEMENT

This Agreement contains the entire contract, understanding, undertaking and agreement of the Parties hereto, and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein, and supersedes any and all prior agreements or memorandums of understanding entered into prior to ratification of this Agreement.

ARTICLE 32 DURATION

Section 32.1.

This Agreement shall become effective upon ratification by both parties, 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.

Section 32.2.

No base wage increase or cost of living adjustment shall be paid beyond the end date of this Agreement, except as provided in a subsequent Memorandum of Understanding as may be negotiated and ratified by the Parties.

Section 32.3.

Reopeners:

Fiscal year 2024-2025.

The Parties will engage in reopener negotiations on Article 25 (Wages) on or about June 2024 to determine whether to implement an across the board adjustment of the steps identified in the Police Department Step Pay Plan. Any such adjustment shall not be retroactive and shall not be implemented unless and until both parties have ratified the Memorandum of Understanding implementing the adjustment.

Additionally, the Town and the PBA may each open one (1) Article of their choosing for negotiations.

Fiscal Year 2025-2026.

The Parties will engage in reopener negotiations on Article 25 (Wages) on or about June 2025 to determine whether to implement an across the board adjustment of the steps identified in the Police Department Step Pay Plan. Any such adjustment shall not be retroactive and shall not be implemented unless and until both parties have ratified the Memorandum of Understanding implementing the adjustment.

Additionally, the Town and the PBA may each open one (1) Article of their choosing for negotiations.

Section 32.4.

The Town and the PBA will commence bargaining for a successor agreement on or about June 2026.

SIGNATURE PAGE

THE TOWN OF SEWALL'S POINT, FLORIDA


THE PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION, INC.



Town Manager



President, Palm Beach County Police
Benevolent Association, Inc.



Town Clerk

Date of ratification by Bargaining Unit: October 12, 2023

Date of ratification by the Town: October 24, 2023