

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF NORTH PALM BEACH

AND

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

FOR

THE PATROL, DETECTIVES, DETECTIVE SERGEANTS, SERGEANTS, AND RECORDS CLERKS  
BARGAINING UNIT

10/1/2024-9/30/2027

## Table of Contents

ARTICLE 1	PREAMBLE.....	4
ARTICLE 2	UNION RECOGNITION BARGAINING UNIT.....	5
ARTICLE 3	RULES OF CONSTRUCTION .....	6
ARTICLE 4	VALIDITY .....	7
ARTICLE 5	WORKER'S COMPENSATION .....	8
ARTICLE 6	INSURANCE .....	10
ARTICLE 7	FAMILY MEDICAL LEAVE .....	11
ARTICLE 8	PAID BEREAVEMENT LEAVE.....	12
ARTICLE 9	MILITARY LEAVE .....	13
ARTICLE 10	SICK LEAVE.....	14
ARTICLE 11	COURT APPEARANCES .....	17
ARTICLE 12	MANAGEMENT RIGHTS .....	18
ARTICLE 13	SENIORITY .....	20
ARTICLE 14	PAID VACATIONS .....	23
ARTICLE 15	PAID HOLIDAYS .....	25
ARTICLE 16	GRIEVANCE PROCEDURE / ARBITRATION.....	27
ARTICLE 17	DISCIPLINARY APPEALS .....	32
ARTICLE 18	ASSOCIATION ACTIVITIES .....	34
ARTICLE 19	RULES, REGULATIONS, DIRECTIVES .....	36
ARTICLE 20	BULLETIN BOARD .....	37
ARTICLE 21	WORKWEEK AND OVERTIME.....	38
ARTICLE 22	PUBLIC SAFETY RELATED EDUCATION .....	40
ARTICLE 23	WORK ASSIGNMENT OUT OF GRADE.....	41
ARTICLE 24	MEDICAL EXAMINATIONS .....	42
ARTICLE 25	UNIFORM AND CLOTHING ALLOWANCE.....	44
ARTICLE 26	VEHICLES AND EQUIPMENT.....	45
ARTICLE 27	WAGES.....	49
ARTICLE 28	PENSION .....	52
ARTICLE 29	TRAINING.....	53
ARTICLE 30	PROBATIONARY EMPLOYEES .....	54
ARTICLE 31	RIGHTS WHILE UNDER INVESTIGATION .....	55
ARTICLE 32	POLICE OFFICER TRAINEE PROGRAM.....	56

ARTICLE 33	ENTIRE AGREEMENT .....	57
ARTICLE 34	DURATION .....	58
SIGNATURE PAGE .....		59
APPENDICES .....		60

## **ARTICLE 1 PREAMBLE**

This Agreement is between THE VILLAGE OF NORTH PALM BEACH, a municipal organization, hereinafter referred to as "VILLAGE", and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as "ASSOCIATION", for the purposes of promoting harmonious relations between the two parties, to establish an orderly and peaceful procedure for settling differences which may arise, and to set forth the basic and full Agreement between the parties concerning wages, rates of pay, fringe benefits and other conditions of employment.

## **ARTICLE 2 UNION RECOGNITION BARGAINING UNIT**

### **Section 1.**

The VILLAGE recognizes the ASSOCIATION as the certified bargaining agent for the regular full-time employees designated as patrolmen, detectives, detectives-sergeants, sergeants, police dispatcher and public safety (records) clerk dispatcher, as indicated in PERC Order No. 89E -334 issued on November 8, 1989 or as modified by PERC.

The contact for the certified bargaining agent is:

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

### **ARTICLE 3 RULES OF CONSTRUCTION**

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.
2. The terms "Association", "PBA", and "Union" are synonymous, meaning the Palm Beach County Police Benevolent Association, Inc., and its duly authorized agents.
3. The term "employee" in this Agreement means PBA Bargaining Unit members or those individuals employed by the Village in positions represented by the ASSOCIATION regardless of membership in the ASSOCIATION.
4. The term "Village Manager" means the Village Manager or their designee.

#### **ARTICLE 4   VALIDITY**

If any non-monetary provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. In the event a monetary provision of this Agreement is held invalid, the parties, at the request of either party, shall meet as soon as practicable and reopen negotiations of the monetary provisions of this Agreement.

## **ARTICLE 5 WORKER'S COMPENSATION**

1. The VILLAGE will carry Workers' Compensation coverage for all employees covered by this Agreement in accordance with the law.
2. No benefits or payment under this Article shall be made if the disability or injury is self-inflicted, continues as a result of the employee's failure to fully cooperate with medical advice or corrective therapy, or was sustained when the employee was under the influence of drugs/alcohol.
3. For purposes of this benefit, the term injury means: personal injury by accident arising out of and in the course of employment, and such diseases or infection as naturally or unavoidably result from such injury.
4. In the event of an on-the-job injury determined to be compensable under the provisions of the Workers' Compensation Act, a regular full-time employee will be carried at full pay for up to six (6) pay periods, less any workers' compensation benefits, commencing the first pay period following the date the employee is unable to work. Thereafter, the employee may supplement their workers' compensation benefits with sick leave to reach full pay status. There is no supplemental pay during the pay period in which the employee returns to work.
5. In order to be considered for this supplemental pay benefit, the following conditions must be met:
  - A. The employee must provide written testimony evidence that their injury was received while on duty and in the performance of duty. An injury received while the employee is attending a department approved training program shall be considered a line of duty injury.
  - B. Any employee who has a claim for compensation because of an injury on the job, as described above, shall report the claim to the Police Chief and thereafter



file a report, on the form provided by the VILLAGE, with the Human Resources Department.

C. Any employee who is able to return to work after a job-related injury shall be reinstated to their former job duties and position, provided the employee is qualified to perform all of the duties and responsibilities of their previous position and is certified by a medical doctor prior to the employee returning to work. The VILLAGE may require confirmation of fitness to return to work.

D. If the employee is unable to assume their former responsibilities, the employee shall have first preference to fill another VILLAGE Police position, if a vacancy occurs and the employee qualifies for such position.

E. Nothing herein shall require the VILLAGE to create a light duty position when there is no operational or fiscal justification for its creation.

F. An employee must report an on-the-job injury immediately following the first symptoms of injury.

6. An accident, which is defined as an incident that results in injury to any person or damage to any property, constitutes grounds for reasonable suspicion drug testing.

7. In the event the provisions of Chapter 440 Florida Statutes provide greater benefits to an employee injured in the course and scope of employment than the benefits provided by this Article, the provision of Chapter 440 will prevail.

## **ARTICLE 6 INSURANCE**

1. The VILLAGE will provide health and dental insurance to bargaining unit members and their dependents under the Village health and dental program, at the same levels of benefit and rates established by the Village Council for non-bargaining unit employees of the Village. In the event the VILLAGE agrees to provide more beneficial coverage or rates to any other bargaining unit in the Village, the more beneficial coverage and rates will be provided to bargaining unit members covered by this Collective Bargaining Agreement.
2. It will be the responsibility of the employee to notify the VILLAGE in writing within thirty days that dependent coverage is no longer required, including due to a change in marital status. Should the employee not notify the VILLAGE of the change, the employee shall reimburse the VILLAGE for the amount paid for the employee's dependent insurance coverage premium from the date of the status change.
3. Life Insurance – The VILLAGE life insurance program for PBA bargaining unit employees shall be a level equivalent to the maximum level allowed by IRS regulations, before imputing added employee compensation (\$50,000, or \$25,000 after the age of 70).

## **ARTICLE 7 FAMILY MEDICAL LEAVE**

1. Eligible employees may take up to twelve (12) work weeks of unpaid leave in accordance with the Family and Medical Leave Act (FMLA), as amended from time to time.
2. All employee requests for FMLA leave must be in writing and shall include an explanation of the reasons for the leave. The employee's written notice shall not be effective unless delivered by the employee, or the employee's representative, to the Village Director of Human Resources. The employee's notice shall be delivered no less than 30 days prior to the need to take leave, when the need is foreseeable.
3. The Village requires an employee to substitute accrued paid leave for unpaid FMLA leave. The term substitute means that the paid leave provided by the Village, and accrued leave, will run concurrently with the unpaid FMLA leave.
4. Prior to a return to work from FMLA leave taken as the result of illness or injury, the Village may require an employee to submit to and obtain a fitness for duty evaluation. The cost of the evaluation will be paid by the Village.

## **ARTICLE 8 PAID BEREAVEMENT LEAVE**

1. The Village will grant an employee paid leave for the death of an employee's family member as follows:

- Father, mother, spouse, child - four (4) work shifts, to be used within 30 days of the date of death.
- Brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, spouse/domestic partner's grandparents, foster parent, nephew, niece, aunt, uncle, first cousin, step-father, step-mother, step-brother, step-sister or step-child of the employee, three (3) work shifts, to be used within 30 days of the date of death.

2. A request for additional time off without pay may be granted, subject to the discretion of the VILLAGE Manager.

## **ARTICLE 9 MILITARY LEAVE**

1. Employees who are members of the U.S. Armed Forces Reserves or the National Guard will be granted leave in accordance with state and federal law, including travel time, for the purpose of attending annual active duty for training.
2. A copy of employee's Military Orders shall be forwarded to the Police Chief or Village Manager prior to taking military leave.

## **ARTICLE 10 SICK LEAVE**

1. Sick leave will be paid when the employee is absent from duty due to the following reasons:
  - A. An employee's injury, illness, or necessary medical treatment which precludes the employee from reporting for duty;
  - B. Any injury, illness, or necessary medical treatment of an employee's spouse, child, step-child, domestic partner, or parent who resides in the employee's home which requires the employee's help to care for the family member or to obtain the necessary medical treatment.
2. The employee will certify on the appropriate Leave Utilization Form upon their return to duty that they were not able to report for duty due to one of the above reasons.
3. Employees accrue ninety-six (96) hours of sick leave per year, accrued at the rate of eight (8) hours of sick leave per month.
4. Regular full-time (non-probationary) PBA bargaining unit members who do not use any sick leave within any continuous six-month (6 month) period are eligible to earn the equivalent to their normal scheduled hours based on their regular work assignment (8, 10 1/2, or 12 hours) of annual leave time as incentive for not using sick leave.
5. Sick leave may be accumulated with no maximum.
6. An employee with less than seven (7) years of service to the VILLAGE who voluntarily terminates employment, or who retires or dies while in the service of the VILLAGE, shall receive payment equal to fifty percent (50%) of their accrued sick leave, up to a maximum payout of 240 hours (50% of 480 accrued sick leave hours).

Employees with seven (7) or more years of service to the VILLAGE shall receive payment equal to seventy-five percent (75%) of their accrued sick leave, up to a maximum payout of 360 hours (75% of 480 accrued sick leave hours).

7. A deceased employee's payout for sick leave shall be paid to the estate of the decedent. The legal determined beneficiary(ies) of any employee who dies in the active performance of their duties will receive payment equal to 100% of that employee's unused accrued sick leave days with no maximum payout.

8. Annual sick leave reimbursement benefits are as follows:

A. Non-probationary employees who have accrued 384 hours of sick leave may request reimbursement for any number of sick leave hours accrued over the minimum base of 384 hours once each fiscal year. Reimbursement by the VILLAGE will be on a 50% basis for every hour above the minimum.

B. Sick leave reimbursement is a voluntary right of the employee. An employee can only submit a request once per year during the month of May. The VILLAGE will reimburse the employee no later than November 30 of each year.

C. The Finance Director will be responsible for establishing a reimbursement form and accounting for the base and other data necessary to financially administer this program.

D. The employee will be required to sign a certificate/affidavit confirming that the reimbursement for the sick leave is final and will not be subject to the grievance process.

9. An employee who has been declared either physically or mentally unfit for duty by a doctor approved by the VILLAGE, when ordered for a fitness for duty exam by the VILLAGE, shall be required to use accrued sick leave while out of work on medical leave. An employee may challenge a determination that he or she is unfit for duty by providing

a medical report from their physician. In the event of a conflict of opinions, a third doctor's opinion shall control. The third doctor shall be selected and paid for by the VILLAGE.

10. An employee is responsible for the appropriate use of sick leave, but the Village may send a sick employee home prior to the end of their shift for injury or illness. In such cases, the remaining hours of the work day will be counted as sick time and those hours deducted from the employee's bank of accrued time. If the employee has no accrued sick time, the employee will only be paid for the time worked prior to being sent home.

11. For any sick time covered by a doctor's note, there shall be no finding of abuse of sick leave.



## **ARTICLE 11 COURT APPEARANCES**

1. Any member required to attend a judicial matter arising from the performance of their duties shall be compensated for said services as follows:

A. An employee who is required to appear in court or at a deposition during nonworking hours shall receive a minimum of 3 hours payment at one and one half times the employee's regular rate of pay.

B. 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 sixty (60) minutes qualifies for compensation as described above. The sixty (60) minute time period is calculated from the time the employee is released by the court until the time stated on the next subsequent subpoena.

C. For the purposes of this article and subsection, compensable time shall begin thirty (30) minutes prior to the scheduled appearance time set by the subpoena to compensate the employee for the time necessary to obtain and return documentation/evidence for court appearances or depositions.

D. Witness fee shall be retained by the officer.

2. Members who are required to attend a judicial matter arising from performance of his/her duties shall give notice to the Police Chief and the Village Attorney. Rescheduling may be requested and coordinated by the VILLAGE.

3. Payment shall be made in the next full payroll period following completion of the service.

4. Travel in excess of twenty (20) miles outside the perimeter of the VILLAGE shall be compensated as one (1) hour of wages for the employee concerned.

## **ARTICLE 12 MANAGEMENT RIGHTS**

1. Except as specifically stated herein, the VILLAGE retains whatever rights and authority it possessed prior to entering into this Agreement, including but not limited to the right to operate and direct the affairs of the VILLAGE and its Police Department in all its various aspects; to direct the working forces; to plan, direct, and control the operations and services of the Department; to determine methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire and promote; to demote, suspend, discipline, or discharge for just cause; to relieve employees for lack of work or for other legitimate reasons; to make, establish, and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities (provided, however, that such actions are not inconsistent with the terms of this Agreement) .
2. The ASSOCIATION pledges that it will encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.
3. All employees covered under this Agreement shall comply with all Village Personnel Rules and Regulations and the Department of Police Policies and Procedures Manual, as amended from time to time, including those relating to conduct and work performance.
4. If at the discretion of the Village Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the Village Manager, during the time of the declared emergency, provided that the wage rate and monetary fringe benefits shall not be suspended,
5. Those inherent managerial functions, prerogatives and policy making rights which the VILLAGE has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance and/or arbitration procedure contained herein.

6. Nothing in this Agreement is intended to waive or modify the rights granted to a public employer as set forth in s. 447.209 , Florida Statutes.

## **ARTICLE 13 SENIORITY**

1. Seniority shall be defined as length of service in position (i.e. sergeant) with the VILLAGE Police Department.

2. Seniority will govern the employees' selection of vacation schedules and overtime, provided the Police Chief has the final authority to determine the placement of personnel for extraordinary operational reasons and the Chief's decision in that regard is not grievable. When the Police Chief over-rides a request based on seniority, the Chief shall inform the requesting party in writing of the basis of the Chief's decision.

3. When the Department requires overtime work to fill an immediate vacancy (less than 48 hours' notice), the overtime assignment shall first be offered to an employee who is already on duty. If no employee on duty is able or qualified to work the overtime assignment, off duty personnel will be called, with seniority as the main factor for offering and assigning the overtime position. However, the Village may consider other factors to ensure timely assignment of the position, including availability and employee response time.

In cases of advance assignment of overtime, such as advance calendar month assignment, seniority will be the main factor for consideration, for the first (1) selection by the most senior member. Thereafter, following assignment of one (1) shift to the most senior member (if that most senior member signs up for an overtime shift), the assigning supervisor will attempt to give every other member at least one (1) overtime shift based on his/her selections, if possible. After everyone has received at least one (1) shift, if possible based on selections, preference will return to the most senior member.

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

4. Scheduled overtime shall be distributed to all qualified employees who wish to participate on the overtime wheel. If an employee refuses the employee's turn on the wheel, the employee will be charged as if the employee had worked and will go to the bottom of the overtime eligibility list. With each opportunity to work overtime, only one employee may pass on the opportunity to work the overtime assignment. When an

employee passes, the next employee on the list may be ordered to work the overtime assignment.

5. Where a promotional opportunity shall occur and two or more employees are under consideration, the Police Chief shall give due consideration to seniority and qualifications.

6. In the event of a layoff, an employee may displace the employee with lesser seniority in a lower classification, provided the more senior employee has prior service in the lower classification and that the following factors are substantially equal:

- A. Sufficient ability and qualifications to perform the work, based on the employee's personnel records.
- B. Performance evaluation.
- C. Physical condition and job attitude, as based on written evidence.

7. In the event of substantial inequality of the above factors, as between employees in the same classification and department, the employee with the higher values of factors A, B, and C in the aggregate, shall be retained.

8. An employee shall be recalled in inverse order of layoff. An employee's right to recall ends after one year of being laid off.

9. 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 report to the Village Manager the employee's intention of returning to work within three (3) days of receipt of recall, as verified by certified mail, return receipt.
- F. Failure to return from military leave within the time limits prescribed by law.

G. Failure to return from an authorized leave of absence upon the expiration of such leave.

10. Seniority shall continue to accrue during all types of leave approved by the VILLAGE.

## ARTICLE 14 PAID VACATIONS

1. Vacation hours accrue but may not be taken during the first 180 days of service (straight days). Exceptions to this general rule may be made by the Police Chief at his/her discretion. All personnel who have completed 180 days or more of full-time service shall be entitled to take vacation with pay in accordance with the following accrual schedule:

LENGTH OF SERVICE	HOURS OF VACATION
Less than three (3) years	96 hours
Three (3) but less than five (5) years	112 hours
Five (5) but less than nine (9) years	128 hours
Nine (9) but less than fifteen (15) years	160 hours
Fifteen (15) years or more	192 hours

2. Vacation, sick leave, or any other paid leave, shall be included in the computation of the one year of required full service.

3. All employees may select, once annually in January, vacations. Initial selection of vacations will be by seniority within the classification. If a bargaining unit member chooses to change the vacation selection, they must then wait until the vacation list passes through all other remaining members of the classification, at which time he or she shall then be eligible to change the selection.

4. In the event a paid holiday should occur during an employee's vacation period, the employee shall receive an additional duty day off with pay.

5. Employment terminated without cause, or by layoff, or by retirement, illness or injury shall not affect payment of earned vacation time. An employee shall not lose his/her vacation with pay, if incapacitated due to an injury or illness incurred in the line of duty. The vacation time shall be reassigned upon return to duty.

6. If employment is terminated by death, the estate of the employee shall receive payment for the earned vacation hours.
7. Vacation hours shall be credited and reported per pay period, to indicate hours accrued less hours taken, reflecting net vacation hours available per pay period.
8. The maximum number of vacation hours an employee may accrue is the unused hours accrued during the employee's previous two (2) year period. Any employee, other than an employee who is discharged for cause, who voluntarily terminates, retires or dies while employed by the VILLAGE, shall receive payment equal to one hundred percent (100%) of the unused hours of vacation accrued during the two-year period prior to termination, retirement or death.
9. An employee who has used 80 hours of vacation time in a fiscal year may request reimbursement for any unused vacation hours above the 80 hours used. Employees requesting reimbursement must do so, in writing on a form provided by the Director of Human Resources, during the month of October immediately following the fiscal year in which the 80 hours were used. The VILLAGE will provide reimbursement no later than the November 30th immediately following the written request. Reimbursement shall be at 100% of the employees' hourly rate as of September 30th of the fiscal year in which the 80 hours of vacation time were used. The employee will be required to sign a certification/affidavit confirming that the reimbursement for the annual vacation leave hours is final and will not be subject to the grievance process.



## ARTICLE 15 PAID HOLIDAYS

1. All employees will receive the equivalent to their normal scheduled hours based on their regular work assignment (8, 10 1/2, or 12 hours) of holiday pay for each of the following twelve (12) holidays. In addition to the equivalent to their normal scheduled hours based on their regular work assignment (8, 10 1/2, or 12 hours) of holiday pay, those employees who work on an actual holiday will receive premium pay (1 1/2 times regular pay) for each hour the employee works on the actual holiday.

"Actual holiday" means the date the holiday falls on the Gregorian calendar as opposed to the date the Village observes the holiday. Employees will not receive premium pay for working on the day that the Village observes the holiday if different than the actual holiday.

The Village observes the following holidays. The Village will establish when the holiday is observed if the holiday falls on a Saturday or Sunday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday Following Thanksgiving Day

Christmas Eve

Christmas Day

2. When an employee works on any of the above listed actual holidays, the employee will be paid premium pay (1½ times regular pay) for each hour actually worked in addition

to the (8, 10 ½, or 12 hours) based on their regular work assignment of holiday pay. Only the hours actually worked on a holiday, if any, count as hours worked in the pay period when calculating eligibility for overtime.

3. If an actual holiday occurs when an employee is absent from work on paid leave under this collective bargaining agreement or other personnel rules, regulations or departmental directives, the employee shall still be paid the equivalent to their normal scheduled hours based on their regular work assignment (8, 10 1/2, or 12 hours) for the holiday at the employee's regular rate of pay.

4. An employee who does not work their full scheduled day before and after an actual holiday will not be paid holiday pay for that holiday. Pre-scheduled vacation or sick leave for medical tests, scheduled treatments, or actual illness or injury on the day before and after a holiday are treated as days worked. The Village may ask for a doctor's note or other proof of illness to verify the bargaining unit member's illness or injury.

5. In the event an employee calls out sick for all or any portion of an actual holiday, and the Village then requires another employee to work at the overtime rate, the employee utilizing sick leave on the actual holiday shall be charged sick leave at the rate of one and one-half (1.5) hours for each one (1) hour of sick leave used. Employees under in-patient care or who are indisputably sick, including those who provide a doctor's note, shall not be subject to this provision.

6. All bargaining unit members shall receive one (1) personal day per fiscal year which may be used in lieu of a scheduled workday. Requests to use the personal day shall be made upon at least fourteen (14) working days prior notice and will be granted unless exigent circumstances exist as determined by the Chief of Police or Village Manager. The personal day is forfeited if not used by September 30<sup>th</sup> of the respective year and may not be used on the same day as any other type of leave. It cannot be saved or rolled into another fiscal year. The personal day will be equivalent to the employees normal scheduled hours based on their regular work assignment (8, 10 1/2, or 12 hours). The personal day must be taken in a full day increment. There is no cash conversion for the day if it is not used and there is no cash payout upon separation of employment.

## ARTICLE 16 GRIEVANCE PROCEDURE / ARBITRATION

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of disputes between the parties. For the purpose of this Article, a grievance is defined as, and limited to, any dispute, difference or controversy involving the interpretation or application of this Agreement. A dispute over disciplinary action shall be considered an appeal of disciplinary action under Article 17.

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 exclusively 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 or processed by the VILLAGE within the time limits provided below shall be deemed resolved in favor of the grievant.

3. Grievances shall be presented in the following manner:

**Step 1:** In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, the employee shall first discuss the alleged grievance with the immediate supervisor, and may be accompanied by a representative of the employee's choice, if so desired. This first discussion shall take place within ten (10) calendar days of the occurrence of the events which gave rise to the alleged grievance, or within ten (10) calendar days of when the employee knew or should have known of the existence of the events giving rise to the alleged grievance.

**Step 2:** In the event that the employee is not satisfied with the disposition of the grievance at Step 1, the employee may file a formal grievance. Such a grievance must be filed within ten (10) calendar days after the informal discussion is held at Step 1.

Said grievance must be in writing, must be signed by the employee or the Union as the employee's representative, and must contain: (a) the date of the alleged grievance; (b) the specific article (s) of this Agreement allegedly violated; (c) the facts pertaining to or giving

rise to the alleged grievances; and (d) the relief requested. The formal grievance shall be submitted to the Police Chief or the Chief's designee. The Police Chief shall, within ten (10) calendar days after the receipt of the formal written grievance, render the decision on the grievance in writing. The Police Chief shall reply in writing within ten (10) calendar days of receipt of the grievance. Failure by the Police Chief to reply within the time period shall be held to be an approval of the grievance and the remedy sought.

**Step 3:** In the event that the employee is not satisfied with the disposition of the grievance by the Police Chief at Step 2, the employee shall have the right to submit the grievance to the Village Manager within ten (10) calendar days after the disposition. Such grievance must be accompanied by the filing of a copy of the original written grievance. The Village Manager shall, within ten (10) calendar days of receipt of the grievance, render the decision on the grievance in writing. If the Village Manager shall fail to reply in writing, such failure shall be deemed as an approval of the merits of the grievance or dispute and the remedy sought.

4. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the ASSOCIATION and the VILLAGE, it shall be presented directly at Step 3 of the grievance procedure, within the time limit provided for the submission of the grievance at Step 2, and signed by the aggrieved employees or the ASSOCIATION representative on their behalf.

5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the ASSOCIATION may submit the grievance to arbitration within ten (10) calendar days after the Village Manager's disposition of the grievance. Such request shall be in writing to the other party, and if delivered by mail, postmarked within ten (10) days of the Village Manager's disposition of the grievance.

The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon an impartial arbitrator, the party seeking the appointment of an arbitrator shall, within five (5) days, request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from

which each party shall have the option of striking three (3) names in alternating fashion, until the parties select a neutral or impartial arbitrator. The party striking first shall be determined by the toss of a coin. The selection process shall occur within five (5) calendar days of receipt of the panel list.

6. Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with the specified time limits, processing of the grievance by the VILLAGE will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of their grievance. The employee must either accept or reject the disposition of their grievance, in its entirety. Thus, for example, if any employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, the employee may not accept the reinstatement and continue to grieve the loss of back pay. The employee's only choices would be to accept the disposition of the grievance, or to remain discharged and pursue the grievance further.

7. For the purposes of this Article, the term "calendar day" is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement, regardless of whether the grievant is on duty or off duty.

8. The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.

9. The VILLAGE and the ASSOCIATION shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine their decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will determine the statement of the grievance, provided, however, that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as

defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties.

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

11. 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, as well as the expenses of obtaining a hearing room and transcript, if ordered by the Arbitrator, will be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree share such costs.

12. The arbitrator's award shall be final and binding on the parties.

13. The ASSOCIATION representative will be furnished with a copy of each grievance filed by an employee within the bargaining unit.

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

15. The ASSOCIATION will not be required to process the grievance of non-members. The ASSOCIATION representative will have their name, address and all contact numbers on file with the VILLAGE.

16. 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.

17. When arbitrability is raised by the VILLAGE 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.

18. If the VILLAGE 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 VILLAGE may 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 ten days of selection of the arbitrator. The arbitrator shall render the decision within fifteen (15) days of receipt of the parties' submissions.

19. Whichever party loses on the issue of arbitrability shall pay the costs involved in that proceeding.

20. 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 DISCIPLINARY APPEALS**

Appeals of disciplinary action shall be handled as follows:

1. An employee who wishes to challenge any disciplinary action shall file a notice of appeal to the Police Chief within ten (10) calendar days of notice of the disciplinary action. When an employee has received a written counseling, the employee may, within ten (10) days of receipt of the written counseling, submit a written rebuttal which shall be attached to the written counseling document in the employee's personnel file.
2. Upon receipt of a notice of appeal, the Police Chief or the Chief's designee shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Police Chief to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained.
3. An employee who is not satisfied with the Police Chief's decision can further appeal a discipline to the Village Manager. Upon receipt of a notice of appeal, the Village Manager shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Village Manager to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained. The decision of the Village Manager shall be final unless appealed as hereinafter set forth.
4. The ASSOCIATION or employee individually may appeal any discipline greater than an eight (8) hour suspension without pay to arbitration using the same procedure for appointment of an arbitrator as set forth in Article 16 above. The request for appointment of an arbitrator must be made to the Village Manager in writing within ten (10) calendar days of the Village Manager's decision. The decision of the arbitrator shall be made within thirty (30) days following the conclusion of the hearing or the deadline for closing briefs, whichever is later. The arbitrator may sustain, reverse, or modify the discipline which was set by the Village Manager. The decision of the Arbitrator is final and binding on the parties.



5. No employee shall be subject to a disciplinary suspension of sixteen (16) hours or more, disciplinary demotion, or termination without just cause. No employee shall be subject to any suspension without pay or a termination without first being afforded a pre-determination conference with the Village Manager. No pre-determination conference shall be conducted with less than ten (10) calendar days' notice to the employee.

6. In addition to a disciplinary demotion, the Village may demote an employee for insufficient performance, provided the employee is first placed on a performance improvement plan and thereafter does not achieve all of the performance goals identified by the Village. A performance based demotion is not subject to a just cause standard and may not be challenged or appealed beyond the Village Manager. Prior to placing an employee on a performance improvement plan, an employee's supervisor and the Police Chief shall meet with the employee to discuss specific performance improvement goals. The performance improvement plan shall immediately thereafter be in effect for a period of ninety (90) days, with follow-up meetings with the employee at the forty-five (45) day and sixty (60) day mark. If the goals have not been achieved by the employee, the Police Chief may implement non-disciplinary demotion of the employee.

7. Anonymous complaints may trigger an investigation, but an anonymous complaint alone may not be the basis of disciplinary action.

8. For the first three hundred sixty-five (365) days of consecutive service with the VILLAGE after initial hire, an employee is probationary. That is, the employee serves at the will and pleasure of the VILLAGE, and thus, the employee may be disciplined or discharged without explanation or for any reason deemed sufficient by the appropriate VILLAGE official. Accordingly, probationary employees shall have no right to utilize this disciplinary appeals procedure for any matter concerning discharge, suspension or other discipline.

## **ARTICLE 18 ASSOCIATION ACTIVITIES**

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 appeal disciplinary matters to arbitration, 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 VILLAGE or the ASSOCIATION.
2. ASSOCIATION officials and/or members, no more than four (4) members, shall be granted reasonable time during working hours, without loss of pay, to negotiate with the representatives of the VILLAGE.
3. Reasonable time shall be granted for the processing of grievances with a duly designated representative of the ASSOCIATION during working hours. The VILLAGE, in its discretion, may stop the use of such time if it interferes with productivity or manpower needs. However, the exercise of such right on the VILLAGE'S part shall not be arbitrary or capricious, nor shall it allow the VILLAGE to proceed in a manner which deprives the employee of the employee's right of representation. An ASSOCIATION representative shall be permitted to accompany a fellow employee in circumstances such as:
  - A. The employee is required to appear at a hearing related to a grievance.
  - B. The employee is presenting or responding to a grievance.
  - C. The employee is subject to interrogation in conjunction with an internal affairs investigation.
  - D. The employee is attending a pre-determination hearing.
4. The Village Manager shall be immediately notified in writing, of changes of appointed ASSOCIATION representatives.

5. ASSOCIATION representatives shall be permitted to wear ASSOCIATION insignia while on duty. The insignia shall be approved by the Police Chief or the Chief's designee.

## **ARTICLE 19 RULES, REGULATIONS, DIRECTIVES**

1. Amendments, additions or modifications to personnel rules, regulations, and departmental directives shall be in writing, and a copy of the same shall be submitted to the ASSOCIATION no less than fourteen (14) days prior to implementation.
2. Nothing in this Article shall be construed as a waiver of the ASSOCIATION's right to bargain over mandatory subjects of bargaining or the impact of any rule change which has the practical effect of altering the terms and conditions of employment, prior to the implementation of such changes. Such a request for bargaining must be received within seven (7) days after notification to the ASSOCIATION by the VILLAGE of the proposed change.

## **ARTICLE 20 BULLETIN BOARD**

1. The ASSOCIATION will provide a serviceable bulletin board for its use. All materials posted must be signed by an approved official of the ASSOCIATION. The VILLAGE agrees to furnish space for the bulletin board but shall have no control over the postings on the Board.
2. Bulletins shall contain nothing derogatory relating to the VILLAGE, its elected officials or supervisory personnel.
3. The Association shall indemnify, defend, and hold the Village harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the postings on the Association bulletin board.

## **ARTICLE 21 WORKWEEK AND OVERTIME**

1. The VILLAGE has the right to change work/shift schedules, work cycles, and starting times during the term of this Agreement subject to the following:

A. The work cycle shall not exceed twenty-eight (28) days. The hours of work within the established work cycle shall be 6.1 (rounded) hours per day, as set forth in 29 C.F.R. section 553.230. Hours worked in excess of the maximum hours provided by the referenced regulation shall be paid at time and one-half the employee's regular rate of pay.

B. The VILLAGE shall provide the ASSOCIATION with no less than thirty (30) days written notice of its intent to alter departmental work/shift schedules, work cycles, and starting times. The notice shall include a proposed date of implementation.

C. The ASSOCIATION may request impact bargaining over the proposed change provided it does so in writing delivered to the Village Manager within ten (10) day of receipt of note.

D. If the ASSOCIATION requests impact bargaining the implementation date shall be delayed thirty (30) days and the parties shall meet as soon as possible and engage in good faith bargaining over the impact issues identified by the ASSOCIATION.

2. Time off for a meal period shall not exceed one (1) hour.

3. For purposes of computing overtime pay, all authorized paid leave, except sick-leave, shall be considered time worked.

4. Employees assigned to "tactical alert" will be paid a minimum of one (1) hour pay per "notification". In the event an employee is "called back", he or she shall receive a minimum of two (2) hours pay.

However, in the event that an employee is forced to work during a Village declared state of emergency ("emergency pay"), including but not limited to a hurricane, he/she will be

paid at a rate of no less than two times his/her regular rate of pay for all hours worked, based on Council Resolution 2019-84.

5. Employees may exchange hours subject to the approval of the Police Chief or the Chief's designee, provided that such exchanges do not result in overtime.

6. The VILLAGE retains the right to make changes in schedules when extenuating circumstances, such as hurricanes or other states of emergencies, dictate.

7. An employee who is directed to report for work during a declared civil emergency, and fails to do so is subject to being disciplined, up to and including termination.

## **ARTICLE 22 PUBLIC SAFETY RELATED EDUCATION**

1. Bargaining Unit Employees are eligible to participate in the Village educational assistance program as revised.
2. In order to qualify for reimbursement under the VILLAGE'S program, all courses to be taken must be prior approved by the Director of Human Resources, Police Chief and the Village Manager.
3. Any and all continuing education will be done on the employee's own time.
4. The VILLAGE will participate in the State of Florida educational degree incentive program.



## **ARTICLE 23 WORK ASSIGNMENT OUT OF GRADE**

1. An employee who is required to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds, for a full shift shall be paid ten percent (10%) above the individual's present base rate for that position while so engaged.
2. An employee assigned to a rank which carries a rate of pay higher than the permanent rate of the assignee shall in the event of injury, illness, or death incurred while in the performance of service be compensated at the level of payment and benefits for the employee's permanent rank and not the assigned rank.

## **ARTICLE 24 MEDICAL EXAMINATIONS**

- 1) In those situations where the VILLAGE requires a medical examination, the entire costs shall be borne by the VILLAGE.
- 2) The VILLAGE will provide those vaccinations and examinations required by Section 112.18 and Section 112.181, Florida Statutes.
- 3) The VILLAGE may order an employee to undergo an examination to determine fitness for duty when the VILLAGE has a reasonable suspicion that the employee is unfit to perform their duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion testing shall not be required except upon the final approval of the Police Chief, after the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:
  - A. Abnormal conduct or erratic behavior while at work; or
  - B. A significant deterioration in work performance; or
  - C. Excessive use of sick time.

During the time that the employee is not working, if applicable, until the time that the employee receives his/her medical evaluation, he/she will be on paid Administrative Leave status and will not be required to utilize their own accrued leave. If the employee is found at fault with a positive drug or alcohol test, the paid Administrative Leave Hours will be refunded to the Village and the employee will be required to utilize their own accrued leave hours to cover the absence.

- 4) The VILLAGE shall provide employees with testing after exposures to certain biological hazards while on duty. The testing shall be conducted in accordance with accepted medical practices and shall be designed to detect the presence of the biological hazard

for which the test is conducted. The VILLAGE will provide testing to employees upon exposure to any of the following hazards:

- A. Hepatitis A, B, or C
  - B. Measles
  - C. Polio
  - D. Varicella
  - E. HIV/AIDS
  - F. Heavy Metals
  - G. Tuberculosis
- 5) The VILLAGE will also provide flu shots annually for all employees, if not available to employees at no cost through the Village's health insurance provider.

## **ARTICLE 25 UNIFORM AND CLOTHING ALLOWANCE**

1. A one hundred (\$100) dollar monthly allowance shall be paid to all members of the bargaining unit for the repair and cleaning of clothing used in the performance of duty. Plain clothed employees will receive an annual lump sum of \$750.00, prorated to time assigned, for the purchase of work clothing.
2. Uniforms damaged beyond repair in the line of duty shall be replaced by the VILLAGE at no cost to the employee.
3. Costs for repair or replacement of watches, eyeglasses, or cell phones damaged or destroyed while in the course of duty will be paid by the VILLAGE at a cost not to exceed two hundred (\$200.00) dollars per item. A police report associated with a case number must be submitted with approval from the Police Chief in order to be eligible for the reimbursement.
4. A shoe allowance of one hundred fifty (\$150.00) dollars per year shall be paid to all bargaining unit members during the first pay period in October.
5. Road Patrol shall be issued three (3) shirts and three (3) pair of pants annually.

## **ARTICLE 26 VEHICLES AND EQUIPMENT**

1. Personal Vehicles: In the event an employee (if authorized and directed in advance) uses their own automobile for the performance of official duties on behalf of the VILLAGE, the employee will be compensated at the IRS rate prevailing at the time of use.
2. Take Home Vehicles: VILLAGE vehicle use shall be covered by the VILLAGE'S adopted "Take Home Vehicle Policy" (Appendix D). Use of a Village vehicle is not a privilege, right, or prerequisite of any employee and is a discretionary benefit that is subject to change without notice. While the Village may provide advanced notice in its sole discretion, it is not guaranteed. The allowance of a take home vehicle may be revoked by the Village Manager and/or Police Chief when, in their sole discretion, it is determined that the take home vehicle use is not fiscally or operationally justified. The Chief of Police may immediately suspend or terminate any vehicle assignment pending a final decision from the Village Manager. With the exception of the provisions of this Article, the City may amend, from time to time, other provisions of the Take Home Vehicle Policy. The union may file a grievance as provided in Article 16 of this Agreement, but shall not arbitrate a suspension or termination of the take home vehicle privilege.

### Goals of the Take Home Vehicle Program:

1. To promote the security of citizens of the Village of North Palm Beach by greater visibility and presence of department vehicles on the streets and highways.
2. To deter crime by limiting the opportunity for criminals to commit an act by the mere presence of more marked vehicles.
3. To provide quicker response times to certain types of emergency calls and increase the opportunity to apprehend criminals.
4. To provide the quickest response time for off-duty personnel when they are called back to duty for emergency situations.
5. To provide an increased incentive and improve moral for members participating in the program.
6. To maintain vehicles in optimum operating condition through preventative maintenance and personal assignment.
7. To reduce vehicle maintenance costs.

8. To reduce the yearly mileage of each vehicle and increase the vehicle's useful life.

Section 1. The Village will continue the take home vehicle program during the term of this Agreement, subject to the Village Manager and/or Police Chief's discretion to cease the program, and to purchase as reasonably as possible the number of vehicles sufficient to supply all eligible members of the bargaining unit provided the program remains in effect. Available vehicles will be assigned to non-probationary SRT members first, and then to all non-probationary sworn unit members on the basis of seniority. Any violation or non-compliance with the requirements and responsibilities of the Take Home Vehicle policy will be subject to the disciplinary action. In order to participate, the eligible employee must sign the Take Home Vehicle Employee Acknowledgement (Appendix F) and complete the Take Home Vehicle Payroll Deduction Form (Appendix E). Participation in the Take Home Vehicle Program is not mandatory.

## Section 2. Eligibility.

1. Members who reside within Palm Beach County, Broward County, Martin County and St Lucie County are eligible for a Take Home Vehicle provided they:
  - a. Have successfully completed field training and are in a non-probationary status, and
  - b. Maintain a valid Florida driver's license in good standing.
  - c. Members normally assigned a take home vehicle and who are off work due to disciplinary leave, disability, FMLA, or worker's compensation or are on light duty or modified duty shall not be authorized to operate that vehicle and must turn in their vehicle until they are cleared for full duty. Exceptions may be made for personnel assigned to unmarked vehicles regarding light duty,
  - d. Any member who will be absent from work for more than seven consecutive days (excluding regular days off) due to vacation, military leave, or other reasons shall park the assigned vehicle at the Police Department and give the keys to the immediate supervisor, unless otherwise authorized in writing by the Chief of Police, and
2. Vehicles will be assigned on the basis of seniority (by ID Number) to SRT members first, with seniority bumping rights for SRT members transferred to patrol. After SRT members, sworn members will be provided the opportunity for vehicle assignment as vehicles become available based on seniority.

## Section 3. Insurance Requirements.

Assigned vehicles are not to be used for personal use, only for travel to and from work *de minimis* use, and for work purposes, and for work purposes as authorized by the Police Chief.

The Village will maintain auto insurance coverage to cover their vehicles when an officer travels to or from work in a take home vehicle. The coverage must also cover the time an officer travels to and from any other work assignment in the take home vehicle. However, there are two exceptions:

1. Coverage is not required if the officer makes any "distinct deviation for a nonessential personal errand".
  - a. The Village and the Union define "distinct deviation" as any personal use of the Take Home Vehicle other than *de minimis* use along the member's normal commute route. For example, stopping at a convenience store, bank, or fast food restaurant that is on the member's reasonable commute route is considered *de minimis*. Notwithstanding this mutual understanding of the term "distinct deviation," the Union and the Village recognize the insurance carrier determines whether coverage applies, not the Village and not the Union. Therefore, coverage determinations by the applicable insurance carrier are not grievable or arbitrable.
2. Coverage is not required if the officer "acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property".

#### Section 4. Take Home Vehicle Payroll Deductions

All employees using a take home vehicle must sign and submit to the Finance Department the attached Take Home Vehicle Payroll Deduction Form upon being eligible for, and accepting, a take home vehicle in accordance with the parameters of the Village Take Home Vehicle Policy. The employee shall be charged the following amount by Payroll deduction, depending on how far the employee lives from their work location, for the ability to use a take-home vehicle:

Within Palm Beach County	\$20 per pay period
Broward, Martin, and St. Lucie Counties	\$30 per pay period

Eligible sworn unit members have the option to accept or reject a Village take home vehicle. If the sworn unit member rejects the take home vehicle or a take home vehicle is not available for their use, no other stipend or alternative remuneration will be provided.

## Section 5. Employee Responsibilities.

Employees assigned to a take home vehicle shall:

- a. Park the vehicle in a secure off-street location and lock it when not in use.
- b. Not use the vehicle as part of any outside employment, other than to or from off-duty details assigned through the Village.
- c. Not use the vehicle for any personal endeavors.
- d. Not use the vehicle for posting online or within any social media platforms without prior approval of the Chief of Police or designee.
- e. Not transport pets of any kind unless approved by the immediate supervisor in the performance of their official duties.
- f. Possess and maintain a valid Florida Driver's License and immediately notify the immediate supervisor and Deputy Chief of any changes in the status.
- g. Inspect the vehicle prior to each use for damage or operational defects and report same in accordance with Village policy.
- h. Not use any smoke or tobacco products in the vehicle (e.g. smoking, vaping, chewing tobacco).
- i. Obey all traffic laws.
- j. Operate the vehicle in a manner to maximize life expectancy of the vehicle and conserve fuel consumption.
- k. Maintain the vehicle in a clean and presentable condition.
- l. Not operate the vehicle while under the influence or within 8 hours of ingesting alcoholic beverages and/or medications which may affect their ability to operate a vehicle.
- m. Notify the Deputy Chief and Human Resources Department immediately of any change of address.



## **ARTICLE 27 WAGES**

### **YEAR ONE**

Slotting and the commencement of the compensation increases resulting from this agreement will take effect on the first full pay period following October 1<sup>st</sup>, 2024 based on mutual ratification of the Agreement.

#### **Slotting Into Step Pay Plan**

The Step Plan is attached as Appendix B.

For Year One, on the first full pay period following October 1<sup>st</sup>, 2024, employees will be slotted into the pay plan as provided in Appendix C.

#### **Evaluation Based Step Increase**

On their anniversary date employees who receive a satisfactory evaluation will advance to the next step of their classification.

### **YEAR TWO**

Employees will advance to the next step of their classification on the employee's anniversary date. There will be no change in pay on October 1<sup>st</sup>, 2025. The employee will receive the full increase on their anniversary date.

### **YEAR THREE**

Employees will advance to the next step of their classification on the employee's anniversary date. There will be no change in pay on October 1<sup>st</sup>, 2026. The employee will receive the full increase on their anniversary date.

#### **Steps Contingent of Evaluation**

Employee step increases are contingent on the employee's individual, weighted performance review evaluation, for which relevant forms are attached as Composite Appendix G. Employees will be entitled to their annual step increase if they receive a weighted performance evaluation score of "Satisfactory" or above. If the employee receives a weighted evaluation less than "Satisfactory, then the employee will be given one (1) opportunity to raise such deficient evaluation for purposes of receiving the step increase for that pay year as follows:

An employee who receives a weighted performance evaluation rating that is below "satisfactory" will meet with that employee's first-level supervisor, and the supervisor will provide the employee with specific performance improvement goals. The employee will be re-evaluated ninety (90) days following this counseling session. If the employee's weighted performance score increases to "Satisfactory" or above, then the employee will receive the step increase the next full pay period after achieving a Satisfactory review.

### **No Increases Over Top Out**

No employee will receive a base wage increase or lump sum payment over the top pay for the employee's classification in the Village step plan.

### **New Hire Compensation**

The minimum step established for the bargaining unit positions in the VILLAGE step plan shall be paid upon employment to "new hire" employees, except that a higher step may be paid when the entry step is approved by the VILLAGE Manager following a written justification from the Police Chief. Approval will be based on the exceptional qualifications of the appointee or the inability to attract adequate personnel at the entry level step. The Police Chief shall address in their justification the steps of current members of the department who have comparable years of service as the recommended new hire.

### **Assignment Pay**

Assignment pay will be 5% annually, prorated to the time assigned, for each member (Officers and Sergeants) assigned by the Police Chief to the following positions: Field Training Officers, Detectives, Night Shift, Neighborhood Enhancement Team (NET), Crime Scene Technician/Evidence Custodian, Motor, K9, SRT, agency-employed instructors, Homeless Outreach Team, Dive Team, and Marine Patrol. Honor guard members shall be eligible for 2% annually, which shall count toward the maximum of (2) assignment pay categories.

Assignments are discretionary temporary appointments by the Police Chief. The appointment to or removal from an assignment is not subject to grievance or appeal. An employee may not receive added compensation for more than two (2) assignment pay

categories (10% maximum, K9 and Night Shift excluded and shall not count toward the maximum).

## **ARTICLE 28 PENSION**

1. Retirement benefits for PBA bargaining unit members are as set forth in Chapter 2, Article V, Division 4. of the Village Code of Ordinances.
2. The following amendments to benefits and contributions are in effect during the term of this Agreement:
  - A. The 75% pension maximum monthly pension benefit cap was increased to 80% of AME for employees who retire after 10/1/22 ME; and
  - B. the multiplier increased from 2.75% to 3% for years of service after 10/1/2022; and
  - C. Employee contributions are 10% as of 10/1/2023.
3. Funds received from the State of Florida (175 and 185 money) will be applied to reduce Village required annual payment to pension fund.
4. Each employee who is a member of the Board of Trustees of the Village of North Palm Beach Fire and Police Retirement Fund shall be granted twenty-four (24) hours of administrative leave with pay each calendar year in order to allow the employee to attend educational seminars or conferences related to the performance of their duties as a trustee or pension benefits or issues.
5. The VILLAGE shall match bargaining unit employee contributions to a VILLAGE approved Chapter 457 Deferred Compensation Plan at a rate fifty cents (\$0.50) for every one dollar (\$1.00) contributed to such plan up to a maximum of (\$120) dollars per month (\$1440 annually) to be contributed by the VILLAGE on behalf of each bargaining unit employee.
6. Pension benefits for employees is codified in the Village Code of Ordinances, Article V, Division 4. See Appendix H.
7. All DROP program benefits and contributions will remain the same.
8. The definition of "Earnings" will include up to 300 hours of overtime compensation.

## **ARTICLE 29 TRAINING**

1. The VILLAGE will provide one week's advance notice for any training scheduled for weekends.
2. Any training beyond Miami-Dade, Broward, Martin, St. Lucie, and Palm Beach County will allow for an overnight stay paid for by the VILLAGE. 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 VILLAGE.

## **ARTICLE 30 PROBATIONARY EMPLOYEES**

1. All new employees shall be designated as probationary employees and will remain in probationary status in their classification for one (1) year from their date of graduation from the academy, or one (1) year from their date of employment in the case of an employee hired who is already a certified officer who does not attend the academy. During probation, employees are "at will" employees who may be terminated with or without a statement of cause.
2. Periods of absence of three (3) shifts or more during probation will extend the probationary period by the amount of the absence or one week, whichever is greater.
3. The probationary period shall be regarded as an intrinsic part of the examination process and shall be used for observing the employee's performance and suitability for Village employment.
4. Upon the satisfactory completion of the probationary period, the employee shall attain regular status.

## **ARTICLE 31 RIGHTS WHILE UNDER INVESTIGATION**

Nothing in this Agreement is intended to limit or expand the rights or remedies provided to a law enforcement officer who is under investigation as set forth in sections 112.532, Florida Statutes, as amended from time to time. For ease of reference, the statute is incorporate herein as Appendix A. Inclusion of this reference does not create a right to grieve or appeal a violation of statute through either the grievance (Article 16) or disciplinary appeal (Article 17) procedures set forth in the Agreement, but violations of these rights may be raised as evidence in a matter subject to grievance or disciplinary appeal.

## **ARTICLE 32 POLICE OFFICER TRAINEE PROGRAM**

The VILLAGE may offer a Police Officer Trainee Program, designed to recruit and incentivize quality employees.



### **ARTICLE 33 ENTIRE AGREEMENT**

1. The VILLAGE and the ASSOCIATION acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. All negotiable items that should or could have been discussed, were discussed; therefore, neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement.

2. Therefore, this Agreement contains the entire contract, understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term.

3. In the event of a conflict between this agreement and any collateral document, the terms of this Agreement shall control.

4. Nothing in this Article shall be construed to diminish or affect the Association's right to request bargaining on new issues surrounding mandatory subjects of bargaining or to request impact bargaining. Correspondingly, nothing in this agreement shall be construed as a waiver or limitation on the Village's management rights as granted by §447.203, Florida Statutes.

## **ARTICLE 34 DURATION**

1. This three-year Agreement shall be effective from date of ratification by both parties, and it remains in full force and effect until the thirtieth (30th) day of September 2027.
2. No employee will receive a salary increase or lump sum payment other than an adjustment that results from a promotion or demotion, or a cost of living adjustment beyond September 30, 2027, except as provided in a subsequent Collective Bargaining Agreement as negotiated and ratified by the parties.
3. The VILLAGE and the PBA will commence bargaining for a successor agreement on or about May 30th, 2027.

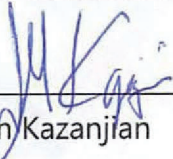
**SIGNATURE PAGE**

THE VILLAGE OF NORTH PALM BEACH

DocuSigned by:  
  
5E291351B0684D3...  
Charles D. Huff, Village Manager

DocuSigned by:  
  
09BE9934B84F420...  
Jessica Green, Village Clerk

PALM BEACH COUNTY POLICE  
BENEVOLENT ASSOCIATION, INC.

  
John Kazanjian  
President, Palm Beach County Police Benevolent Association, Inc.

Date of ratification by Bargaining Unit: 9/10/2024

Date of ratification by the VILLAGE COUNCIL: 9/12/2024

## **APPENDICES**

- Appendix A Law Enforcement Officers Bill of Rights
- Appendix B Step Plan
- Appendix C Slotting Plan
- Appendix D Take Home Vehicle Policy (Police Department)
- Appendix E Take-Home Vehicle Payroll Deduction Form
- Appendix F Take-Home Vehicle Employee Acknowledgement
- Appendix G Composite Evaluation Forms
- Appendix H Pension Plan Ordinance

## **APPENDIX A – LAW ENFORCEMENT OFFICERS BILL OF RIGHTS**

**112.532 Law enforcement officers' and correctional officers' rights.**—All law enforcement officers and correctional officers employed by or appointed to a law enforcement agency or a correctional agency shall have the following rights and privileges:

(1) **RIGHTS OF LAW ENFORCEMENT OFFICERS AND CORRECTIONAL OFFICERS WHILE UNDER INVESTIGATION.**—Whenever a law enforcement officer or correctional officer is under investigation and subject to interrogation by members of his or her agency for any reason that could lead to disciplinary action, suspension, demotion, or dismissal, the interrogation must be conducted under the following conditions:

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(c) The law enforcement officer or correctional officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.

(d) The law enforcement officer or correctional officer under investigation must be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation, must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.

(e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

(f) The law enforcement officer or correctional officer under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.

(g) The formal interrogation of a law enforcement officer or correctional officer, including all recess periods, must be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(h) If the law enforcement officer or correctional officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights before commencing the interrogation.

(i) At the request of any law enforcement officer or correctional officer under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.

(j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

(2) COMPLAINT REVIEW BOARDS.—A complaint review board shall be composed of three members: One member selected by the chief administrator of the agency or unit; one member selected by the aggrieved officer; and a third member to be selected by the other two members. Agencies or units having more than 100 law enforcement officers or correctional officers shall utilize a five-member board, with two members being selected by the administrator, two members being selected by the aggrieved officer, and the fifth member being selected by the other four members. The board members shall be law enforcement officers or correctional officers selected from any state, county, or municipal agency within the county. There shall be a board for law enforcement officers and a board for correctional officers whose members shall be from the same discipline as the aggrieved officer. The provisions of this subsection shall not apply to sheriffs or deputy sheriffs.

(3) CIVIL SUITS BROUGHT BY LAW ENFORCEMENT OFFICERS OR CORRECTIONAL OFFICERS.—Every law enforcement officer or correctional officer shall have the right to bring civil suit against any person, group of persons, or organization or corporation, or the head of such organization or corporation, for damages, either pecuniary or otherwise, suffered during the performance of the officer's official duties, for abridgment of the officer's civil rights arising out of the officer's performance of official duties, or for filing a complaint against the officer which the person knew was false when it was filed.

This section does not establish a separate civil action against the officer's employing law enforcement agency for the investigation and processing of a complaint filed under this part.

(4) NOTICE OF DISCIPLINARY ACTION; COPY OF AND OPPORTUNITY TO ADDRESS CONTENTS OF INVESTIGATIVE FILE; CONFIDENTIALITY.—

(a) A dismissal, demotion, transfer, reassignment, or other personnel action that might result in loss of pay or benefits or that might otherwise be considered a punitive measure may not be taken against any law enforcement officer or correctional officer unless the law enforcement officer or correctional officer is notified of the action and the reason or reasons for the action before the effective date of the action.

(b) Notwithstanding s. 112.533(5), whenever a law enforcement officer or correctional officer is subject to disciplinary action consisting of suspension with loss of pay, demotion, or dismissal, the officer or the officer's representative must, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence, and with the opportunity to address the findings in the report with the employing law enforcement agency before imposing disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. The contents of the complaint and investigation must remain confidential until such time as the employing law enforcement agency makes a final determination whether to issue a notice of disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. This paragraph does not provide law enforcement officers with a property interest or expectancy of continued employment, employment, or appointment as a law enforcement officer.

(5) RETALIATION FOR EXERCISING RIGHTS.—No law enforcement officer or correctional officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this part.

(6) LIMITATIONS PERIOD FOR DISCIPLINARY ACTIONS.—

(a) Except as provided in this subsection, disciplinary action, suspension, demotion, or dismissal may not be undertaken by an agency against a law enforcement officer or correctional officer for any act, omission, or other allegation or complaint of misconduct, regardless of the origin of the allegation or complaint, if the investigation of the allegation or complaint is not completed within 180 days after the date the agency receives notice of the allegation or complaint by a person authorized by the agency to initiate an investigation of the misconduct. If the agency determines that disciplinary action is appropriate, it shall complete its investigation and give notice in writing to the law enforcement officer or correctional officer of its intent to proceed with disciplinary action, along with a proposal of the specific action sought, including length of suspension, if applicable. Notice to the officer must be

provided within 180 days after the date the agency received notice of the alleged misconduct, regardless of the origin of the allegation or complaint, except as follows:

1. The running of the limitations period may be tolled for a period specified in a written waiver of the limitation by the law enforcement officer or correctional officer.
2. The running of the limitations period is tolled during the time that any criminal investigation or prosecution is pending in connection with the act, omission, or other allegation of misconduct.
3. If the investigation involves an officer who is incapacitated or otherwise unavailable, the running of the limitations period is tolled during the period of incapacitation or unavailability.
4. In a multijurisdictional investigation, the limitations period may be extended for a period of time reasonably necessary to facilitate the coordination of the agencies involved.
5. The running of the limitations period may be tolled for emergencies or natural disasters during the time period wherein the Governor has declared a state of emergency within the jurisdictional boundaries of the concerned agency.
6. The running of the limitations period is tolled during the time that the officer's compliance hearing proceeding is continuing beginning with the filing of the notice of violation and a request for a hearing and ending with the written determination of the compliance review panel or upon the violation being remedied by the agency.

(b) An investigation against a law enforcement officer or correctional officer may be reopened, notwithstanding the limitations period for commencing disciplinary action, demotion, or dismissal, if:

1. Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
2. The evidence could not have reasonably been discovered in the normal course of investigation or the evidence resulted from the predisciplinary response of the officer.

Any disciplinary action resulting from an investigation that is reopened pursuant to this paragraph must be completed within 90 days after the date the investigation is reopened.

**(7) RIGHTS OF LAW ENFORCEMENT OFFICERS AND CORRECTIONAL OFFICERS RELATING TO A BRADY IDENTIFICATION SYSTEM.—**

(a) A law enforcement officer or correctional officer has all of the rights specified in s. 112.536 relating to the inclusion of the name and information of the officer in a Brady identification system.

(b) A law enforcement officer or correctional officer may not be discharged, suspended, demoted, or otherwise disciplined, or threatened with discharge, suspension, demotion, or other discipline, by his or her employing agency solely as a result of a prosecuting agency determining that the officer's name and information should be included in a Brady identification system. This paragraph does not



prohibit an officer's employing agency from discharging, suspending, demoting, or taking other disciplinary action against a law enforcement officer or correctional officer based on the underlying actions of the officer which resulted in his or her name being included in a Brady identification system. If a collective bargaining agreement applies, the actions taken by the officer's employing agency must conform to the rules and procedures adopted by the collective bargaining agreement.

## APPENDIX B – STEP PLAN

### Pay Schedule for Fiscal Year 2024-2025

RECORDS CLERK			POLICE OFFICER			POLICE SERGEANT	
<u>STEP</u>	<u>PAY</u>		<u>STEP</u>	<u>PAY</u>		<u>STEP</u>	<u>PAY</u>
1	\$51,809.20		1	\$70,720.01		1	\$88,455.70
2	\$54,140.61		2	\$73,902.41		2	\$92,436.20
3	\$56,576.94		3	\$77,228.02		3	\$96,595.83
4	\$59,122.90		4	\$80,703.28		4	\$100,942.65
5	\$61,783.43		5	\$84,334.93		5	\$105,485.06
6	\$64,563.69		6	\$88,130.00		6	\$110,231.89
7	\$67,469.06		7	\$92,095.85		7	\$115,192.33
8	\$70,505.16		8	\$96,240.17		8	\$120,375.98
9	\$73,677.90		9	\$100,570.98		9	\$125,792.90
10	\$76,993.40		10	\$105,096.67		10	\$131,453.58
11	\$80,458.10		11	\$109,826.02		11	\$137,368.99
12	\$84,078.72		12	\$114,768.19		12	\$143,550.60

### Pay Schedule for Fiscal Year 2025-2026

RECORDS CLERK			POLICE OFFICER			POLICE SERGEANT	
<u>STEP</u>	<u>PAY</u>		<u>STEP</u>	<u>PAY</u>		<u>STEP</u>	<u>PAY</u>
1	\$51,809.20		1	\$76,377.61		1	\$94,647.60
2	\$54,140.61		2	\$79,814.61		2	\$98,906.74
3	\$56,576.94		3	\$83,406.26		3	\$103,357.54
4	\$59,122.90		4	\$87,159.55		4	\$108,008.63
5	\$61,783.43		5	\$91,081.73		5	\$112,869.02
6	\$64,563.69		6	\$95,180.40		6	\$117,948.13
7	\$67,469.06		7	\$99,463.52		7	\$123,255.79
8	\$70,505.16		8	\$103,939.38		8	\$128,802.30
9	\$73,677.90		9	\$108,616.65		9	\$134,598.40
10	\$76,993.40		10	\$113,504.40		10	\$140,655.33
11	\$80,458.10		11	\$118,612.10		11	\$146,984.82
12	\$84,078.72		12	\$123,949.65		12	\$153,599.14

### Pay Schedule for Fiscal Year 2026-2027

RECORDS CLERK		POLICE OFFICER		POLICE SERGEANT	
<u>STEP</u>	<u>PAY</u>	<u>STEP</u>	<u>PAY</u>	<u>STEP</u>	<u>PAY</u>
1	\$51,809.20	1	\$82,487.82	1	\$101,272.93
2	\$54,140.61	2	\$86,199.78	2	\$105,830.21
3	\$56,576.94	3	\$90,078.77	3	\$110,592.57
4	\$59,122.90	4	\$94,132.31	4	\$115,569.24
5	\$61,783.43	5	\$98,368.26	5	\$120,769.85
6	\$64,563.69	6	\$102,794.84	6	\$126,204.49
7	\$67,469.06	7	\$107,420.60	7	\$131,883.70
8	\$70,505.16	8	\$112,254.53	8	\$137,818.46
9	\$73,677.90	9	\$117,305.99	9	\$144,020.29
10	\$76,993.40	10	\$122,584.75	10	\$150,501.21
11	\$80,458.10	11	\$128,101.07	11	\$157,273.76
12	\$84,078.72	12	\$133,865.62	12	\$164,351.08

### APPENDIX C – INITIAL SLOTTING

LAST NAME	FIRST NAME	POSITION	INITIAL STEP
CIEZAK	EDWARD	SERGEANT	8
COUNCIL	ANDREW	SERGEANT	12
KOENIG	KEITH	SERGEANT	12
MEKOLIAVITCH	STEVEN	SERGEANT	12
ORTIZ-ADARMES	JAVIER	SERGEANT	12
PEARSON	LOUIS	SERGEANT	12
ABRAMCZYK	MICHAEL	POLICE OFFICER	12
ALDRIDGE	ZACHARY	POLICE OFFICER	12
BALLATORI	MARC	POLICE OFFICER	3
BEARSBY	KEVIN	POLICE OFFICER	12
BUSSEK	DANIEL	POLICE OFFICER	8
COLLURA	YESENIA	POLICE OFFICER	12
CULVER	KYLE	POLICE OFFICER	7
DAVIS	TREVOR	POLICE OFFICER	6
HACHIGIAN	GEORGE	POLICE OFFICER	12
HERNANDEZ	NICHOLAS	POLICE OFFICER	6
JOHNSON	RUSSELL	POLICE OFFICER	9
LEW	GARY	POLICE OFFICER	9
LOPEZ	GEORGE	POLICE OFFICER	12
MILLER	STEVEN	POLICE OFFICER	12
MILORD	JHAMIL	POLICE OFFICER	4
MIRANDA	JOSE	POLICE OFFICER	2
MIZE	MICHAEL	POLICE OFFICER	12
MODICA	PETER	POLICE OFFICER	4
PEREZ	CHRISTOPHER	POLICE OFFICER	6
STEADE	RODERICK	POLICE OFFICER	12
TONKIN	JOVICA	POLICE OFFICER	3
TOPPING	CHRISTOPHER	POLICE OFFICER	6
TRIMBLE	DELANEY	POLICE OFFICER	4
VICKERS	HORACE	POLICE OFFICER	1
WILKINSON	KATELYN	POLICE OFFICER	4
WRIGHT	JAMES	POLICE OFFICER	5
METAYER	ROSEMITH	RECORDS CLERK	12

## **APPENDIX D - TAKE HOME VEHICLE POLICY (POLICE DEPARTMENT)**

### **PURPOSE**

To establish and outline the Village of North Palm Beach's policy for the assignment, inspection, operation, and utilization of Village owned, leased, or rented vehicles by Police Department Personnel.

### **DEFINITIONS**

Village Vehicle – Any vehicle that is owned, leased, or rented by the Village of North Palm beach for the purpose of conducting official Village business.

Take Home Vehicle – Any Village vehicle that is allocated to a Village employee on a 24-hour basis, whether temporary or long-term.

Vehicle Operator – Any eligible Police Department employee in actual physical control of a Village vehicle.

### **CRITERIA FOR ASSIGNMENT**

All sworn Police Department members who have successfully completed field training and are in a non-probationary status who reside within Palm Beach County, Broward County, Martin County, and St. Lucie County will be afforded the option of a take home vehicle based on the terms of the current collective bargaining agreement. In order to participate, the eligible employee must sign the Take Home Vehicle Employee Acknowledgement, complete the Take Home Vehicle Payroll Deduction Form, and maintain a valid Florida driver's license in good standing. Available vehicles will be assigned to SRT members first, and then to all sworn unit members on the basis of seniority. Participation in the Take Home Vehicle Program is not mandatory.

Members normally assigned a take home vehicle and who are off work due to disciplinary leave, disability, FMLA, or worker's compensation or are on light duty or modified duty shall not be authorized to operate that vehicle and must turn in their vehicle until they are cleared for full duty. Exceptions may be made for personnel assigned to unmarked vehicles regarding light duty.

Any member who will be absent from work for more than seven consecutive days (excluding regular days off) due to vacation, military leave, or other reasons (including leave and light/modified duty referenced above) shall park his/her assigned vehicle at the Police Department and shall give the keys to his/her supervisor, unless otherwise authorized in writing by the Chief of Police. Upon separation from employment, the take home vehicle shall be immediately surrendered to the Village. In the case of an unforeseeable involuntary separation, the Village shall make arrangements to transport the employee to their home.

Use of a Village vehicle is not a privilege, right, or prerequisite of any employee and is a discretionary benefit that is subject to change without notice. While the Village may provide advanced notice in its sole discretion, it is not guaranteed. The allowance of a take home vehicle

may be revoked by the Village Manager and/or Police Chief when, in their sole discretion, it is determined that the take home vehicle use is not fiscally or operationally justified. The Chief of Police may immediately suspend or terminate any vehicle assignment pending a final decision from the Village Manager.

## **POLICY**

### **A. Personal Use of Village Vehicles:**

Village vehicles are to be used as necessary to conduct business of the Village and its operations as authorized by the Police Chief. Employees shall not operate Village vehicles for the purposes of conducting a private business or enterprise or any other personal use. However, it is recognized that a de minimis amount of personal use of a Village vehicle may be required for those employees who are assigned a take-home vehicle. De minimis personal use shall be limited to stopping at a convenience store, bank, or fast food restaurant that is on the employee's reasonable commute route.

F.S. 627.7491 – Official Law Enforcement Vehicles; Motor Vehicle Insurance Requirements. This law became effective on July 1, 2022 and requires police departments to maintain auto insurance coverage to cover their vehicles when an officer travels to or from work in a take home vehicle. The Village has the necessary insurance in place to comply with this statute. The coverage must also cover the time an officer travels to and from any other work assignment in the take home vehicle. However, there are two exceptions:

1. Coverage is not required if the officer makes any “distinct deviation for a nonessential personal errand”. The Village and the Union define “distinct deviation” as any personal use of the Take Home Vehicle other than de minimis use along the member's normal commute route. For example, stopping at a convenience store, bank, or fast food restaurant that is on the member's reasonable commute route is considered de minimis. Notwithstanding this mutual understanding of the term “distinct deviation,” the Union and the Village recognize the insurance carrier determines whether coverage applies, not the Village and not the Union.
2. Coverage is not required if the officer “acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property”.

Members are encouraged purchase an additional rider, commonly referred to as “Extended Non-Owned Coverage,” from their personal insurance agent. This type of policy generally covers the member in the event they are involved in an accident while driving to and from work or are otherwise using the Village's vehicle for anything other than official Village business.

Village vehicles authorized to be driven to the employee's residence should be locked at all times and parked either in a garage, private driveway, or an otherwise safe and secure place.

The vehicle should not be parked in a roadway or anywhere that it may suffer damage or violate codes or ordinances.

Other than extra duty details, members may not use their assigned vehicle as part of any outside employment. Take home vehicles shall not be used as a means of intimidation in personal or business disputes. Members are prohibited from using their assigned vehicles while engaged in political activities such as setting up signs, attending rallies, promotional events, or any other activity that may inappropriately suggest department or Village endorsement. Members are prohibited from using their assigned vehicles in any internet or social media posting without prior approval from the Chief of Police, or his/her designee.

Members are prohibited from transporting pets of any kind (dogs, cats, birds, reptiles, etc.) in a Village vehicle unless approved by their immediate supervisor in the performance of their official duties.

**B. Possession of a Valid Florida Driver's License:**

All Village vehicle operators are responsible for possessing and maintaining a valid State of Florida driver's license. Employees authorized to drive Village vehicles are required to immediately inform their supervisor and the Deputy Chief if their license becomes canceled, invalid, expired, restricted, suspended, or revoked. Failure of the employee to notify their supervisor immediately may result in disciplinary action, up to and including termination. The Deputy Chief will then inform the Director of Human Resources of the employees canceled, invalid, expired, restricted, suspended, or revoked license status as soon as possible, before the end of business that day.

**C. Safety Equipment/Vehicle Inspection Requirements:**

All operators and passengers of Village vehicles will use the vehicle seat and safety belts if the vehicle is so equipped. Vehicles shall be inspected by the operator prior to each use to ensure all parts, equipment, and accessories are in safe operating condition and free of any damage or defect. No vehicle shall be driven or put into operation until defects and safety violations have been corrected. If damage to the vehicle is discovered, the employee shall complete a Memorandum and notify their supervisor immediately. If operational defects are discovered, (e.g. warning light indicators, etc.), the employee shall notify their supervisor immediately for further instruction before driving the vehicle.

Employees are responsible for safeguarding Village-issued equipment associated with their assigned vehicles. Members shall immediately report any theft of equipment or damage to a take home vehicle in accordance with established procedures.

Employees are responsible for the care, cleanliness, and the condition of their assigned vehicle. While employees may be removed from the program for any reason without prior notice, the failure of a member to properly maintain their vehicle may also result in the removal of the member from the take home vehicle program.

D. Vehicle Collisions:

All employees, if involved in any vehicular collision or accident in a Village vehicle shall:

- Call the appropriate law enforcement agency (911)
- Call the employees immediate supervisor and/or Deputy Chief
- Call department supervisory personnel and the appropriate law enforcement agency to determine if the vehicle should be towed
- Complete the Village's Accident Report immediately and forward copies to their supervisor, Deputy Chief, Human Resources Department, and the Fleet Maintenance Division.

Employees will be required to submit to drug and/or alcohol testing in accordance with Village policy and the current collective bargaining agreement if they are involved in a vehicle collision/accident that caused property and/or vehicle damage or which resulted in an injury to an employee and/or any other person which required medical care.

E. Tobacco Products Prohibition:

Smoking and use of other tobacco products (including vaping and chewing tobacco) are not allowed in any Village vehicle at any time.

F. Persons other than Village Employees in Village Vehicles:

Transporting relatives, friends, hitchhikers, other Village employees for non-business related purposes in Village vehicles is prohibited. However, transporting other Village employees for meal breaks is allowed.

G. Operation of Village Vehicles:

Operation of a Village vehicle is not a privilege, right, prerequisite, nor benefit of any employee and is subject to change without advance notice. Most Village vehicles and equipment are distinctively marked, and the manner in which they are operated reflects directly on the Village's public image. Members are expected to be appropriately attired while operating a take home vehicle and exercise good judgement in the utilization of the department vehicle to not cause unfavorable comment or reflect discredit upon the department while operating their assigned vehicle. Village vehicles are to be operated in a safe, responsible manner at all times. Employee responsibilities include, but are not limited to:

1. Obeying all traffic laws and regulations as defined by the State of Florida as well as departmental rules for public safety at all times;
2. Ensuring that all drivers and passengers are wearing seat belts at all times in accordance with Florida State laws;
3. Operating the vehicle in a manner that ensures maximum life expectancy of the vehicle;
4. Ensuring that no smoking (including vaping) or use of tobacco occurs in Village vehicles.



5. A take home vehicle may not be used while purchasing alcohol or patronizing an establishment whose main business in the sale of alcohol for consumption. No alcoholic beverages may be carried in the vehicle unless they are seized as evidence or contraband. Undercover beverage enforcement/investigative exceptions may be made at the direction of the Police Chief.

While employees may be removed from the program for any reason without prior notice, irresponsible use of a Village vehicle may result in a revocation of driving privileges of Village vehicle and disciplinary action, up to and including termination. Irresponsible use may include, but is not limited to:

1. Speeding;
2. Reckless operation or discourteous use of a Village vehicle;
3. Operating a Village vehicle while under the influence or within 8 hours of ingesting alcoholic beverages and/or medications which may affect their ability to operate a vehicle;
4. Distracted driving such as operating the vehicle while using a wireless communication device in a handheld manner
5. Failure to properly maintain the vehicle;
6. Driving without a valid license;
7. Violation of any Village, State, or Federal vehicle or traffic regulation;
8. Failure to properly report vehicle damage or a vehicle accident/incident; or
9. Inappropriate use of a Village vehicle as otherwise defined in this policy.

Take home vehicles (as outlined herein this policy and in conjunction with the current collective bargaining agreement) shall be allowed for a maximum distance of within Palm Beach County, Broward County, Martin County, or St. Lucie County. The employee shall be charged the following amount by Payroll deduction, depending on how far the employee lives from their work location, for the ability to use a take-home vehicle:

Within Palm Beach County	\$20 per pay period
Broward, Martin, and St. Lucie Counties	\$30 per pay period

H. Violation or Non-Compliance:

A member's failure to adhere to any of the conditions provided herein shall render the member subject to removal from the Take Home Vehicle Program, as well as disciplinary action up to and including termination of employment.

Approved by: \_\_\_\_\_  
Charles D. Huff, Village Manager

## APPENDIX E - TAKE-HOME VEHICLE PAYROLL DEDUCTION FORM



### Village of North Palm Beach Take-Home Vehicle Payroll Deduction Form - Police Use

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

Employee Name: \_\_\_\_\_

Employee Number: \_\_\_\_\_

#### Distance from Village

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_

#### Take-Home Vehicle Payroll Deductions

The employee shall be charged the following amount by payroll deduction, depending on how far the employee lives from their work location, for the ability to use a take-home vehicle:

<u>Eligible County of Residence:</u>	<u>Amount per Pay Period</u>
<input type="checkbox"/> Palm Beach County	\$20 per Pay Period
<input type="checkbox"/> Broward County Martin	\$30 per Pay Period
<input type="checkbox"/> County	\$30 per Pay Period
<input type="checkbox"/> St. Lucie County	\$30 per Pay Period

#### Employee Authorization

I acknowledge that my bi-weekly pay will be reduced by the amount of my deduction as checked and indicated above.

Employee Signature: \_\_\_\_\_

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

## APPENDIX F - TAKE-HOME VEHICLE EMPLOYEE ACKNOWLEDGEMENT



### Village of North Palm Beach Village Take Home Vehicle Policy - Police Use Employee Acknowledgement

I, \_\_\_\_\_, have received a copy of the Village of North Palm Beach's Take Home Vehicle Policy. Further, I understand that my employer, the Village of North Palm Beach, has a policy for the assignment, inspection, operation, and utilization of Village owned, leased, or rented vehicles by Village personnel, and the procedures set forth therein must be followed. I understand and agree that it is a condition of my employment to abide by the Policy at all times and that violations may subject me to disciplinary action up to, and including, termination of employment.

Additionally, I understand the following restrictions and obligations:

- 1.) I hereby accept assignment of a vehicle owned, rented or leased by the Village of North Palm Beach to be used as my take-home Police vehicle.
- 2.) I will use the vehicle solely for the assigned purpose as outlined in the Village of North Palm Beach Take Home Vehicle Policy.
- 3.) I will immediately notify the on duty shift supervisor and/or the Deputy Chief of any incident or accident involving the assigned take home vehicle.
- 4.) I will provide for the reasonable security of the vehicle; drive the vehicle in a safe and orderly manner; ensure the vehicle is clean and properly maintained.
- 5.) I certify that I live within the boundaries as outlined in Village of North Palm Beach Take Home Vehicle Policy and will notify the Deputy Chief and the Human Resources Department immediately of any change of address.
- 6.) I understand that and the Take Home Vehicle Program as well as my assignment to a Village vehicle can be withdrawn at any time and does constitute a property right.
- 7.) I understand, acknowledge and accept that the assignment of a vehicle is based on the availability of vehicles, officer's seniority, and duty assignment.
- 8.) I understand, acknowledge, and accept that, pursuant to Florida statute section 768.28 (9)(a), I can be held personally or individually responsible and civilly liable in tort, and can be sued, for any motor vehicle accident(s) which occur in the police take-home vehicle while I am off-duty or otherwise acting outside the course and scope of my governmental employment at the time of any motor vehicle accident, and furthermore understand, acknowledge and accept that the Village of North Palm Beach cannot be held civilly liable in tort under that statute for any off-duty motor vehicle accidents in that police take-home vehicle occurring while I am driving it outside the course and scope of my employment with the Village. I have been advised to consider obtaining additional personal insurance at my own expense to offset

potential personal liability in this regard and understand that failure to do so may result in personal liability to me that is not otherwise covered by any insurance policy.

I have read and understand the above restrictions and obligations and agree to the terms set forth.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**APPROVAL:**

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Village Manager: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX G – COMPOSITE EVALUATION FORMS

### INDIVIDUAL Performance Review Form

NAME: \_\_\_\_\_ DEPT: \_\_\_\_\_

REVIEW PERIOD: \_\_\_\_\_ to \_\_\_\_\_ REVIEW DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ REVIEWER NAME: \_\_\_\_\_

TYPE OF EVALUATION: ☐ Annual ☐ Probationary ☐ Preliminary/Special RATING: \_\_\_\_\_

#### PERFORMANCE RATING DEFINITIONS

**EXCEPTIONAL (5)** Outstanding performance that results in extraordinary and exceptional accomplishments with significant contributions to objectives of the department, division or Village. Performance serves a benchmark for others in the organization.

**ABOVE AVERAGE (4)** Consistently generates results above those expected of the position. Contributes in an above average manner to innovations both technical and functional.

**SATISFACTORY (3)** Good performance while fulfilling all position requirements and may on occasion generate results above those expected of the position.

**DEVELOPMENT REQUIRED / NEEDS IMPROVEMENT (2)** Performance leaves room for improvement. This performance level may be the result of new or inexperienced employee on the job or an employee not responding favorably to instruction.

**UNACCEPTABLE (1)** Lowest performance level which is clearly less than acceptable and is obviously well below minimum position requirements. Situation requires immediate review and action. Possible separation or reassignment is in order without significant and immediate performance improvement.

#### MANAGERIAL COMMENTS

**Noteworthy and strong areas of performance:**

**Areas requiring improvement in performance:**

**If applicable, what has the employee done to improve performance from the previous review or onset of employment if no previous reviews have been conducted?**

**Developmental Plans:**

\_\_\_\_\_  
**Employee Signature\***      **Date**

\_\_\_\_\_  
**Reviewer Signature**      **Date**

\_\_\_\_\_  
**Department Head Signature**      **Date**

\*Note: Employee's signature does not signify agreement with the supervisor's rating, but indicates that the evaluation has been discussed with the employee.

<p><b><u>1. JOB KNOWLEDGE</u> (3)</b></p> <p>Exhibits knowledge of services, policies and procedures; proficient with techniques, skills, equipment and materials. Serves as a resource for others.</p>	<p>5 Expert in job; has thorough grasp of all phases of job.</p> <p>4 Very well informed, seldom requires assistance and instruction.</p> <p>3 Satisfactory job knowledge; understands and performs most phases of job well, occasionally requires assistance or instruction.</p> <p>2 Limited knowledge of job, further training required; frequently requires assistance or instruction.</p> <p>1 Lacks knowledge to perform job properly.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b><u>2. QUANTITY &amp; QUALITY OF WORK</u> (3)</b></p> <p>Volume of work produced by the employee. The extent to which the employee can be depended upon to perform work free of errors, mistakes and completed on time.</p>	<p>5 High volume producer; always does more than is expected or required; highest quality; beats deadlines.</p> <p>4 Produces more than most; very reliable, above average, usually persists in spite of difficulties. Meets deadlines.</p> <p>3 Handles a satisfactory volume of work, occasionally does more than is required. Usually gets the job done on time and produces error-free work.</p> <p>2 Barely acceptable, low output, below average. Sometimes unreliable, frequent errors; satisfied to do the bare minimum.</p> <p>1 Extremely low output, not acceptable, excessive errors and mistakes; very poor quality; gives up easily.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b><u>3. CREATIVITY</u> (1)</b></p> <p>Uses innovative, out-of-the-box thinking, taking intelligent risks, looking for benchmarks and best in class ideas to achieve quality results.</p>	<p>5 Displays inventive drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows creativity in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks inspiration.</p> <p>1 No innovation, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b>4. <u>JUDGMENT</u> (2)</b></p> <p>Makes decisions which are sound. Ability to base decisions on fact rather than emotion.</p> <p>Makes safety a priority.</p>	<p>5 Uses exceptionally good judgment when analyzing facts and solving problems. Always acts safely.</p> <p>4 Above average judgment and decision-making. Acts with safety in mind.</p> <p>3 Handles most situations very well and makes sound, safe decisions under normal circumstances.</p> <p>2 Uses questionable judgment at times, room for improvement. Lacks focus on safety.</p> <p>1 Uses poor judgment and safety when dealing with people and situations.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b>5. <u>TEAMWORK</u> (3)</b></p> <p>Works harmoniously with others in getting a job done. Readiness to respond positively to instructions and procedures.</p>	<p>5 Goes out of the way to cooperate and work well with overall group or department.</p> <p>4 Very cooperative; stimulates teamwork and good attitude with others.</p> <p>3 Cooperative; gets along well with others.</p> <p>2 Indifferent; makes little effort to cooperate or is disruptive to the overall group or department.</p> <p>1 Negative attitude and difficult to collaborate with.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b>6. <u>INITIATIVE</u> (3)</b></p> <p>Takes responsibility for task or plan from start to completion. Anticipates situations rather than reacting to them. Initiates new actions or plans within scope of job.</p>	<p>5 Displays drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Self-starter; proceeds on own with little or no direction, progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows initiative in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks initiative.</p> <p>1 No initiative, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b><u>7. COMMUNICATION</u> (2)</b></p> <p>Clearly conveys information with appropriate purpose and detail. Matches communication style with audience. Listens effectively and responds to input.</p>	<p>5 Always expresses message clearly in verbal and written means to intended audience. Expert active listener. Understands complex messages and instructions.</p> <p>4 Above average listening, comprehension and communication skills.</p> <p>3 Able to express personal viewpoint. Consistently attempts to engage in active listening. Readily comprehends written and verbal instructions when first presented.</p> <p>2 Has difficulty with facts, ideas and/or questions. Misinterprets or is slow to comprehend instructions.</p> <p>1 Does not communicate or does so poorly</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b><u>8. CUSTOMER FOCUS</u> (3)</b></p> <p>Always puts the customer first. Works to provide the highest quality service with respect, responsiveness, and timeliness.</p>	<p>5 Always provides excellent service to all customers, frequently going beyond what is required. Responds to customer requests with high degree of sensitivity and a sense of urgency</p> <p>4 Provides sound and above average customer service. Responds to customer requests exceeding expectations.</p> <p>3 Usually identifies customer need. Usually is responsive, positive and flexible in meeting customer expectations.</p> <p>2 Lacking in concern for customer. Misses cues and customer expectations.</p> <p>1 Unacceptable customer focus. Receives customer complaints.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b><u>EMPLOYEE COMMENTS:</u></b></p>
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### SUPERVISOR / MANAGER Performance Review Form

NAME: \_\_\_\_\_ DEPT: \_\_\_\_\_

REVIEW PERIOD: \_\_\_\_\_ to \_\_\_\_\_ REVIEW DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ REVIEWER NAME: \_\_\_\_\_

TYPE OF EVALUATION: ☐ Annual ☐ Probationary ☐ Preliminary/Special RATING: \_\_\_\_\_

#### PERFORMANCE RATING DEFINITIONS

**EXCEPTIONAL (5)** Outstanding performance that results in extraordinary and exceptional accomplishments with significant contributions to objectives of the department, division or Village. Performance serves a benchmark for others in the organization.

**ABOVE AVERAGE (4)** Consistently generates results above those expected of the position. Contributes in an above average manner to innovations both technical and functional.

**SATISFACTORY (3)** Good performance while fulfilling all position requirements and may on occasion generate results above those expected of the position.

**DEVELOPMENT REQUIRED / NEEDS IMPROVEMENT (2)** Performance leaves room for improvement. This performance level may be the result of new or inexperienced employee on the job or an employee not responding favorably to instruction.

**UNACCEPTABLE (1)** Lowest performance level which is clearly less than acceptable and is obviously well below minimum position requirements. Situation requires immediate review and action. Possible separation or reassignment is in order without significant and immediate performance improvement.

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#### DIRECTOR COMMENTS

**Noteworthy and strong areas of performance:**

**Areas requiring improvement in performance:**

**What has the employee done to improve performance from the previous review?**

**Developmental Plans:**

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Department Head Signature Date

<p><b><u>1. JOB KNOWLEDGE (2)</u></b></p> <p>Exhibits knowledge of services, policies and procedures; proficient with techniques, skills, equipment and materials. Serves as a resource for others.</p>	<p>5 Expert in job; has thorough grasp of all phases of job.</p> <p>4 Very well informed, seldom requires assistance and instruction.</p> <p>3 Satisfactory job knowledge; understands and performs most phases of job well, occasionally requires assistance or instruction.</p> <p>2 Limited knowledge of job; further training required; frequently requires assistance or instruction.</p> <p>1 Lacks knowledge to perform job properly.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b><u>2. QUANTITY &amp; QUALITY OF WORK (1)</u></b></p> <p>Volume of work product produced by the employee. The extent to which the employee can be depended upon to perform work free of errors, mistakes and completed on time.</p>	<p>5 High volume producer; always does more than is expected or required; highest quality; beats deadlines.</p> <p>4 Produces more than most; very reliable, above average, usually persists in spite of difficulties. Meets deadlines.</p> <p>3 Handles a satisfactory volume of work, occasionally does more than is required. Usually gets the job done on time and produces error-free work.</p> <p>2 Barely acceptable, low output, below average. Sometimes unreliable, frequent errors; satisfied to do the bare minimum.</p> <p>1 Extremely low output, not acceptable, excessive errors and mistakes; very poor quality; gives up easily.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b><u>3. CREATIVITY (1)</u></b></p> <p>Uses innovative, out-of-the-box thinking, taking intelligent risks, looking for benchmarks and best in class ideas to achieve quality results.</p>	<p>5 Displays inventive drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows creativity in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks inspiration.</p> <p>1 No innovation, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b>4. <u>TEAMWORK</u> (2)</b></p> <p>Works harmoniously with others in getting a job done. Readiness to respond positively to instructions and procedures.</p>	<p>5 Goes out of the way to cooperate and work well with overall group or department.</p> <p>4 Very cooperative; stimulates teamwork and good attitude with others.</p> <p>3 Cooperative; gets along well with others.</p> <p>2 Indifferent; makes little effort to cooperate or is disruptive to the overall group or department.</p> <p>1 Negative attitude and difficult to collaborate with.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b>5. <u>INITIATIVE</u> (1)</b></p> <p>Takes responsibility for task or plan from start to completion. Anticipates situations rather than reacting to them. Initiates new actions or plans within scope of job.</p>	<p>5 Displays drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Self-starter; proceeds on own with little or no direction, progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows initiative in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks initiative.</p> <p>1 No initiative, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b>6. <u>COMMUNICATION</u> (2)</b></p> <p>Clearly conveys information with appropriate purpose and detail. Matches communication style with audience. Listens effectively and responds to input.</p>	<p>5 Always expresses message clearly in verbal and written means to intended audience. Expert active listener. Understands complex messages and instructions.</p> <p>4 Above average listening, comprehension and communication skills.</p> <p>3 Able to express personal viewpoint. Consistently attempts to engage in active listening. Readily comprehends written and verbal instructions when first presented.</p> <p>2 Has difficulty with facts, ideas and/or questions. Misinterprets or is slow to comprehend instructions.</p> <p>1 Does not communicate or does so poorly</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b><u>7. CUSTOMER FOCUS (2)</u></b></p> <p>Always puts the customer first. Works to provide the highest quality service with respect, responsiveness, and timeliness.</p>	<p>5 Always provides excellent service to all customers, frequently going beyond what is required. Responds to customer requests with high degree of sensitivity and a sense of urgency</p> <p>4 Provides sound and above average customer service. Responds to customer requests exceeding expectations.</p> <p>3 Usually identifies customer need. Usually is responsive, positive and flexible in meeting customer expectations.</p> <p>2 Lacking in concern for customer. Misses cues and customer expectations.</p> <p>1 Unacceptable customer focus. Receives customer complaints.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b><u>8. PLANNING &amp; ORGANIZING (3)</u></b></p> <p>The ability to analyze work, set goals, develop plans of action, optimally utilizes time. Consider amount of supervision required and extent to which employee can be trusted to carry out assignments effectively.</p>	<p>5 Exceptionally good planning and organizing skills.</p> <p>4 Above average planning and organizing. Usually carries out assignments effectively.</p> <p>3 Average planning and organizing. Occasionally requires assistance.</p> <p>2 Room for improvement. Frequently requires assistance.</p> <p>1 Unacceptable planning and organizing skills.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b><u>9. SUPERVISING &amp; DELEGATING (3)</u></b></p> <p>The ability to create a motivating climate, achieve teamwork, train and develop, measure work in progress, take corrective action. Inspires employees to assume accountability.</p>	<p>5 Exceptional leader; others look up to this employee.</p> <p>4 Above average. Usually motivational. Exhibits accountability.</p> <p>3 Average directing and delegating in work group. Occasionally requires guidance. Generally holds self and team accountable.</p> <p>2 Needs to improve management, motivational skills and accountability.</p> <p>1 Sometimes needs to be reminded of leadership role. Avoids accountability. Directing and delegating skills are unacceptable.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b>10. <u>DECISION MAKING</u> (3)</b></p> <p>Obtains and thoroughly analyzes facts; takes immediate corrective action; uses resources and techniques to develop sound solutions based on facts rather than emotion while foreseeing possible consequences. Makes safety a priority.</p>	<p>5 Uses exceptionally good judgment when analyzing facts and solving problems which are made in a timely manner. Actively promotes and models safe behavior.</p> <p>4 Above average decision making abilities. Usually makes sound and timely decisions. Acts with safety in mind.</p> <p>3 Average. Sometimes requires assistance in making decisions.</p> <p>2 Uses questionable judgment at times, room for improvement. Lacks focus on safety.</p> <p>1 Uses poor judgment; lacking in timeliness and safety when dealing with people and situations.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><b><u>EMPLOYEE COMMENTS:</u></b></p>
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## **APPENDIX H – PENSION PLAN ORDINANCE**

### **ORDINANCE NO. 2019-11**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING DIVISION 4, "PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES," OF ARTICLE V, "PENSIONS AND RETIREMENTS SYSTEMS," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES TO IMPLEMENT CHANGES TO RETIREMENT BENEFITS RESULTING FROM COLLECTIVE BARGAINING WITH THE UNIONS REPRESENTING THE VILLAGE'S FIREFIGHTER EMPLOYEES (IAFF) AND POLICE OFFICER EMPLOYEES (PBA); PROVIDING FOR AMENDMENTS AFFECTING THE CALCULATION OF POLICE OFFICER AND FIREFIGHTER RETIREMENT BENEFITS; PROVIDING FOR AN INCREASE TO THE MULTIPLIER USED TO CALCULATE BENEFITS; ESTABLISHING A 75% CAP ON RETIREMENT BENEFITS; INCREASING EMPLOYEE CONTRIBUTION RATES; CREATING A DEFERRED RETIREMENT BENEFIT PLAN (DROP); APPLYING THE USE OF INSURANCE PREMIUM TAX REVENUE TO THE VILLAGE'S ANNUAL RETIREMENT CONTRIBUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, collective bargaining with the Unions that represent the Village's firefighter and police officer employees has been concluded with the ratification of new Collective Bargaining Agreements by the Village Council and the bargaining units; and

WHEREAS, the new Collective Bargaining Agreements provide for amendments to the retirement benefits for police officers and firefighters; and

WHEREAS, a majority of bargaining unit employees ratified their respective Agreements, including the provisions for increasing employee contributions; and

WHEREAS, the Village Council finds that the retirement benefit amendments hereinafter described are fully consistent with the new Collective Bargaining Agreements; and

WHEREAS, Village Administration has complied with all conditions precedent to the adoption of a pension plan amendment as required by Florida Statutes; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing "whereas" clauses are hereby ratified as true and are incorporated herein.

Section 2. The Village Council hereby amends Chapter 2, "Administration," Article V, "Pensions and Retirement Systems," Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of the Village Code of Ordinance as follows (new language is underlined and deleted language is ~~stricken through~~):

**Sec. 2-159. Creation of trust and definitions.**

(a) *Creation of trust.* A pension and retirement system for full-time firefighters and police officers of the village is hereby established to provide retirement, survivor and disability benefits as provided by this division. The system shall be known as the Village of North Palm Beach Fire and Police Retirement Fund and is intended to be a tax qualified plan under Internal Revenue Code Section 401(a) and meet the requirements of a governmental plan as defined in Internal Revenue Code Section 414(d).

(b) *Definitions.* As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

*Accrued benefit* means the portion of a member's normal retirement benefit which is considered to have accrued as of any date. A member's accrued benefit for years of credited service earned before October 1, 2018 as of any date shall be equal to the sum of ~~two and one-half (2½)~~ 2.50 percent of ~~his~~ the member's average monthly earnings multiplied by ~~his~~ the member's credited service for the first twenty-four (24) years; zero (0) percent of ~~his~~ the member's average monthly earnings multiplied by the member's credited service for each year after twenty-four (24) years up to thirty (30) years; and two (2) percent of ~~his~~ the member's average monthly earnings multiplied by the member's credited service for each year in excess of thirty (30) years. A member's accrued benefit for years of credited service earned on and after October 1, 2018 (provided the member was employed by the Village on or after July 11, 2019) shall be equal to 2.75 percent per year of service. The total accrued benefit shall not be greater than 75.00 percent of average monthly earnings at the time of retirement (including entry into the DROP), but in all cases the accrued benefit earned on and after October 1, 2018 shall be at least 2.75 percent per year of service on and after October 1, 2018. For purposes of this calculation, average monthly earnings and credited service as of the date of determination shall be used. The accrued benefit is considered to be payable in the plan's normal form commencing on the member's normal retirement date, with such date determined as through the member remains in full-time employment with the employer.

*Accumulated contributions* means a member's own contributions plus interest credited thereto, if any, by the board.

*Actuarial equivalence or actuarially equivalent* means that any benefit payable under the terms of this plan in a form other than the normal form of benefit shall have the same actuarial present value on the date payment

commences as the normal form of benefit. For purposes of establishing the actuarial present value of any form of payment, all future payments shall be discounted for interest and mortality by using seven (7) percent interest and the 1983 Group Annuity Mortality Table for Males, with ages set ahead five (5) years in the case of disability retirees.

*Average monthly earnings* means one-sixtieth of earnings of a member during the five (5) years of his employment within the last ten (10) years of employment, which is greater than the total during any other five (5) years during the ten-year period; provided that if a member shall have been employed for fewer than five (5) years, such average shall be taken over the period of his actual employment.

*Beneficiary* means the person or persons entitled to receive benefits hereunder at the death of a member who has or have been designated in writing by the member and filed with the board. If no such designation is in effect at the time of death of the member, or if no person so designated is living at that time, the beneficiary shall be the estate of the member.

*Board* means the board of trustees which shall administer and manage the plan herein provided and serve as trustee of the fund.

*Credited service* means the total number of years and fractional parts of years of service expressed as years and completed months, during which a person serves as an employee as defined below, omitting intervening years and fractional parts of years, when such person may not be employed by the employer; provided, however, such person may have, without interrupting his other years of credited service, up to one (1) year's leave of absence.

Notwithstanding the foregoing, no employee will receive credit for years or fractional parts of years of service for which he has withdrawn his contributions to the pension fund for those years or fractional parts of years of service unless he repays into the pension fund the contributions he has withdrawn, with interest, within ninety (90) days after his reemployment, as provided in section 2-160 below.

Further, an employee may voluntarily leave his contributions in the pension fund for a period of five (5) years after leaving the employ of the employer, pending the possibility of his being rehired, without losing credit for the time he has participated actively as an employee. Should he not be re-employed within five (5) years, his contributions shall be returned to him without interest.

It is provided further that credited service shall include any service, voluntary or involuntary, in the armed forces of the United States, provided the employee is legally entitled to re-employment under the provisions of the federal



USERRA provisions or any similar law; and provided further that the employee shall apply for reemployment within the time and under the conditions prescribed by law. Effective January 1, 2007, members who die or become disabled while serving on active duty military service which intervenes the member's employment shall be entitled to the rights of this section even though such member was not re-employed by the village. Members who die or become disabled while on active duty military service shall be treated as though re-employed the day before the member became disabled or died, was credited with the service they would have been entitled to under this section, and then either died a non-duty death while employed or became disabled from a non-duty disability.

*Early retirement date* means for each member the first day of the month coincident with or next following the date on which he attains his fiftieth (50th) birthday.

*Earnings* means a member's gross salary, including overtime as provided below, public safety pay increment and special pay, but excluding bonuses, such as longevity, safety and attendance awards and any other non-regular payments such as unused sick leave or vacation time pay. Beginning with earnings after December 31, 2008 and pursuant to Internal Revenue Code Section 414(u)(7), the definition of earnings includes amounts paid by the village as differential wages to members who are absent from employment while serving in qualified military service. For Police Officer members only, effective the first full payroll following October 1, 2013, Police Officers will be limited to three hundred (300) hours of overtime per officer per fiscal year. For Firefighter members only, effective the first full payroll following December 11, 2014, Firefighters will be limited to two hundred (200) hours of overtime per firefighter per fiscal year.

*Effective date* means March 1, 1967, the date on which this plan initially became effective. The effective date of this restated plan is the date as of which the village council adopts the plan.

*Employee* means each actively employed full-time firefighter and police officer of the village.

*Employer* means the Village of North Palm Beach, Florida.

*Firefighter* means any person employed in the fire department who is certified as a firefighter as a condition of employment in accordance with the provisions of F.S. § 633.35, and whose duty it is to extinguish fires, to protect life, and to protect property. The term firefighter includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

*Fund* means the trust fund established herein as part of the plan.

*Member* means an employee who fulfills the prescribed participation requirements.

*Normal retirement date* means for each member the first day of the month coincident with or next following the date on which the member attains age fifty-five (55) or the date on which the member attains age fifty-two (52) and has twenty-five (25) years of credited service. A member may retire on this normal retirement date or on the first day of any month thereafter.

*Plan or system* means the Village of North Palm Beach Fire and Police Retirement Fund as contained herein and all amendments thereto.

*Plan year* means each year commencing on October 1, and ending on September 30.

*Police officer* means any person employed in the police department who is certified as a law enforcement officer as a condition of employment in accordance with the provisions of F.S. § 943.14, and who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as the same are defined in F.S. §§ 943.10(6) and 943.10(8), respectively. Any public safety officer who is responsible for performing both police and fire services and who is certified as a police officer or firefighter shall be considered a police officer.

*Spouse* shall mean the lawful wife or husband of a member at time of preretirement death or retirement.

\* \* \*

#### **Sec. 2-161. Benefit amounts.**

(a) *Normal retirement benefit.*

- (1) *Amount.* Each member who retires on or after his the member's normal retirement date shall be eligible to receive a normal retirement benefit commencing on his the member's actual retirement date. A retiree's maximum

monthly pension benefit shall not exceed 75.00 percent of the retiree's average monthly earnings as that term is defined in Section 2-159 above. In all cases, the benefit provided for years of service on and after October 1, 2018 shall be at least 2.75 percent of average monthly earnings per year of service (provided the member was employed by the village on and after July 11, 2019). The monthly normal retirement benefit shall be calculated as follows:

For Police Officer members:

an An amount equal to the sum of two-and-one-half (2½) 2.50 percent of his the member's average monthly earnings multiplied by the member's credited service prior to October 1, 2018; and 2.75 percent for credited service on or after October 1, 2018 (provided the member remained employed by the Village as a police officer on or after July 11, 2019) for the first twenty-four (24) years; zero (0) percent of his average monthly earnings multiplied by the member's credited service for each year after twenty-four (24) years up to thirty (30) years; and two (2) percent of his average monthly earnings multiplied by the member's credited service for each year in excess of thirty (30) years.

For Firefighter members:

An amount equal to the sum of 2.50 percent of the member's average monthly earnings multiplied by the member's credited service prior to October 1, 2018; and 2.75 percent for credited service on or after October 1, 2018 (provided the member remained employed by the Village as a firefighter on or after July 11, 2019).

\* \* \*

## **Sec. 2-163. Contributions.**

(a) *Member contributions.*

- (1) *Amount.* Members of the plan shall make regular contributions to the fund at rate equal to ~~two-(2)~~ 2.00 percent of their respective earnings.

*For Police Officer members only:*

- (i) Effective at the beginning of the first full payroll period after October 1, 2013, the Police Office

member contribution shall increase to two and sixty-seven one hundredths (2.67) percent;

- (ii) Effective the first full payroll period after October 1, 2014, the Police Officer member contribution shall increase to three and thirty-three one hundredths (3.33) percent; and
- (iii) Effective the first full payroll period after October 1, 2015, the Police Officer member contribution shall increase to four (4) percent.
- (iv) Effective the second payroll period following the adoption of Ordinance 2019-11, the Police Officer member shall contribute 6.00 percent of earnings.
- (v) Effective the first payroll period after October 1, 2020, the Police Officer member shall contribute 7.00 percent of earnings.
- (vi) During participation in the DROP, Police Officer members shall contribute 4.00 percent of earnings, with 3.00 percent credited to the member's DROP account and 1.00 percent applied to the Pension Plan Unfunded Actuarial Accrued Liability ("UAAL").

For Firefighter members only:

- (i) Effective the beginning of the first full payroll period after April 1, 2015, the Firefighter member contribution shall increase to three and one-half (3.50) percent; and
- (ii) Effective the first full payroll period after April 1, 2016, the Firefighter member contribution shall increase to five (5.00) percent.
- (iii) Effective with the second payroll period following adoption of Ordinance No. 2019-11, the Firefighter member contribution shall increase from 5.00 percent of earnings to 7.00 of earnings.
- (iv) During DROP, the Firefighter member shall contribute 4.00 percent of earnings, with 3.00 percent credited to the member's DROP account and 1.00 percent applied to the Pension Plan

**Sec. 2-170.1 Deferred Option Benefit Plan (DROP)**

(a) Effective upon the adoption this Ordinance, a Deferred Retirement Option Plan ("DROP") benefit is created and added to the Plan and shall be available to employees upon reaching their normal retirement date.

(b) Upon entry into the DROP, an employee is considered retired for pension plan purposes.

(c) An employee may elect to participate in the DROP provided the employee makes the election no later than thirty (30) days after reaching the employee's normal retirement date. Notwithstanding the foregoing, upon first enactment of this Ordinance, members must make their initial election to participate in the DROP by the later of:

(1) Thirty (30) days after reaching their normal retirement date; or

(2) Ninety (90) days after creation of the DROP.

(d) An election to participate in the DROP must be made in writing and shall become irrevocable thirty (30) days following the date it is received by the Pension Administrator and the Village's Director of Human Resources.

(e) An employee who elects to participate in the DROP may participate in the plan for a maximum of sixty (60) months. The application to enter into the DROP shall include an irrevocable letter of resignation effective upon the last day of DROP participation. Employees who participate in the DROP may elect to terminate their participation prior to sixty (60) months of participation, but may not continue participation beyond sixty (60) months from the date of entry into the DROP.

(f) An eligible employee who elects to participate in the DROP shall have the employee's benefit calculated based on credited service, multiplier, and average monthly earnings determined as of the effective date of the employee's election to participate in the DROP. No further credited service, benefit changes, or changes in earnings shall be considered for pension purposes.

(g) After entering the DROP, a participant shall not be eligible for disability or pre-retirement death benefits under the Plan. This provision is not intended to limit entitlement to any statutory line of duty death benefit under state or federal law.

(h) A DROP account shall be established for each employee who elects to participate. These are not actual accounts; rather they are nominal accounts and balances kept as a bookkeeping process.

(i) During the period of the employee's participation in the DROP, the employee's normal retirement benefit shall be accounted for in the employee's DROP account.

(j) The employee's DROP account shall be invested with the retirement plan assets and credited with the overall net (earnings less costs) investment rate of return on the retirement plan assets during the period of the employee's participation in the DROP and the crediting rate will be no less than 0.00 percent and no more than 6.40 percent.

(k) At the conclusion of the employee's participation in the DROP, and as a condition of participating in such plan, the employee will terminate Village employment. The retiree will thereafter receive a normal monthly retirement benefit as previously calculated upon entry into the DROP, but the monthly amount will be paid to the retiree and no longer accounted for in the DROP account. If the employee does not terminate participation in the DROP at the end of the sixty (60) month maximum participation period, no earnings shall be credited on the DROP balance and no further DROP deposits shall be made.

(l) No amount can be paid from the retirement plan until the DROP employee terminates employment.

(m) Upon termination, the retiree's DROP account will be distributed to the retiree in a lump sum, which can be rolled over or paid in cash at the retiree's discretion. Direct rollover may be accomplished by any reasonable means determined by the Board.

(n) If a retiree dies before distribution of the retiree's DROP account commences, the account balance shall be distributed to the retiree's designated beneficiary in a lump sum, which can be rolled over or paid in cash at the beneficiary's discretion.

(o) Distribution of an employee's DROP account shall begin as soon as administratively practicable following the employee's termination of employment. The employee must elect the distribution within forty-five (45) days following the employee's termination date. If the employee does not timely request the withdrawal of the asset in the DROP, no further earnings shall be credited on the DROP balance.

(p) Any form of payment selected by the employee must comply with the minimum distribution requirements of the IRC 401(A)(9), i.e., payments must commence by age 70.50.

**Sec. 2-170.2. Use of Insurance Premium Tax Revenue.**

The 2015 Florida Legislature enacted Chapter 2015-39, Laws of Florida (hereinafter "Legislation") regarding the use of insurance premium tax revenue ("IPTR"). The Fund meets or exceeds the minimum benefits and minimum standards established by the State of Florida for public employee police officer and firefighter pension plans as set forth in chapters 175 and 185, Florida Statutes. The Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent of the collective bargaining agents of the police officer and firefighter employees. This provision of the Plan reflects the mutual agreement of the Village and the respective collective bargaining agents that all IPTR, whether base premium at revenue or additional premium tax revenue, received by the Village will be used by the Village to meet its annual actuarially required contribution ("ARC") to the Fund.

**Sec. 2-170.3. Defined contribution component.**

Pursuant to the requirements of Sections 175.351(6) and 185.35(6), Florida Statutes, a defined contribution component is established in addition to the defined benefit component of this local law plan. This defined contribution component is not currently funded. Once the plan is funded, the Board has the authority to adopt rules regarding the operation of the defined contribution component of the local law plan.

Section 3. All other provisions of Division 4 of Article V of Chapter 2 of the Village Code of Ordinances not expressly amended as set forth above shall remain unchanged by the adoption of the Ordinance. The Code sections set forth in Division 5, "Length of Service Award Plan for Volunteer Firefighters," and Division 6, "ICMA Defined Contribution Pension Plan," shall be renumbered from Section 2-170.01 through 2-170.15 to Section 170.5 through 170.20.

Section 4. The provisions of this Ordinance shall become and be made a part of the Code of the Village of North Palm Beach, Florida.

Section 5. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 6. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall take effect immediately upon adoption.

PLACED ON FIRST READING THIS 10<sup>TH</sup> DAY OF OCTOBER, 2019.

PLACED ON SECOND, FINAL READING AND PASSED THIS 24<sup>TH</sup> DAY OF OCTOBER, 2019.

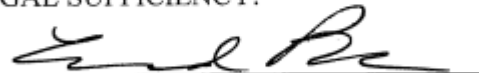
(Village Seal)

  
MAYOR

ATTEST:

  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
VILLAGE ATTORNEY