

AGREEMENT

BETWEEN

CITY OF BOYNTON BEACH, FLORIDA

AND

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

POLICE SERGEANTS

OCTOBER 1, 2025 – SEPTEMBER 30, 2028

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ARTICLE 1

PREAMBLE

This Agreement is entered into by the City of Boynton Beach, Florida, hereinafter referred to as the "City" and the Palm Beach County Police Benevolent Association, Inc., located in West Palm Beach, Florida, hereinafter referred to as the "PBA," Association or Union, for the purpose of setting forth the Parties' Agreements regarding rights, wages, hours, terms and conditions of employment, and benefits.

ARTICLE 2

RECOGNITION AND NOTICE

The City recognizes the Palm Beach County Police Benevolent Association (“PBA”) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for the bargaining unit consisting of all full time sworn police officers within the following job classification: Police Sergeant or as modified by PERC. The term “member” or “employee” will mean any member in the bargaining unit.

The PBA recognizes the City Manager, the City’s chief executive officer, or his/her designees as the exclusive City representative(s) for the purpose of collective bargaining concerning the wages, hours and terms and conditions of employment of PBA bargaining unit employees.

All notices concerning the wages, benefits, and conditions of employment of bargaining employees to the PBA will be addressed to the attention of the PBA President with a copy to the PBA General Counsel and mailed or delivered to 2100 N. Florida Mango Road, West Palm Beach, FL 33409. If changes occur, the PBA will advise the City in writing of the names and addresses of other PBA representatives, who are authorized to accept notices from the City. Notice by the City to anyone other than those people designated by the PBA does not satisfy legal notice and is not binding on the PBA.

All notices to the City will be addressed to the City Manager with a copy to the City’s Human Resources Director and mailed to P.O. Box 310, Boynton Beach, FL 33425. If changes occur, the City will advise the PBA in writing of the names and addresses of other City representatives, if any, who are authorized to accept notices from the PBA. Notice by the PBA to anyone other than those people designated by the City Manager does not satisfy legal notice and is not binding on the City.

ARTICLE 3

NON-DISCRIMINATION

The City will not interfere with the rights of officers to become members of the PBA, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any officer because of membership or because of any activity in any official capacity on behalf of the PBA. The PBA shall not discriminate against any bargaining unit member who fails to join the PBA, as provided by law. The sole remedy for charges in this paragraph is the filing of an Unfair Labor Practice (ULP).

The City and the PBA oppose discriminatory behavior of any nature. The City and the PBA shall work jointly to eradicate discriminatory conduct in the workplace. To that end, the City and the PBA agree that both Parties have an affirmative duty to act against discriminatory behavior when it occurs in their presence or comes to their attention. Discriminatory conduct by an employee can result in disciplinary action up to and including termination. Discriminatory conduct means any communication, verbal or non-verbal, which is unwelcome, objectionable, or not acceptable, desired, or solicited and relates to race, sex, color, religion, gender, gender identity or expression, national origin, physical or mental disability, sexual orientation, age, marital status, or any other unlawful factor. Alleged violations of this section shall not be subject to the grievance and/or arbitration procedure established herein; instead, they may be filed with and remedied by the appropriate local, state, and/or federal agency. Sustained allegations of violations of this paragraph resulting from an internal investigation remain subject to the grievance and/or arbitration procedures established herein.

Bargaining unit members have an affirmative duty to report any discriminatory conduct to the City's Director of Human Resources and Internal Affairs.

Complaints of Alleged Violations of EEOC Laws

Any investigation into a complaint of a Law Enforcement Officer's alleged violation of any provision of a law/regulation under the purview of the Equal Employment Opportunity Commission (EEOC) requires involvement and oversight by the City's designated EEO Officer: the Director of Human Resources. As such, the Director of Human Resources shall be immediately notified by the Police Chief (or Acting Police Chief) of any such complaint/allegation made against a Law Enforcement Officer and of opening an Internal Affairs case/investigation related to such complaint/allegation. The Director of Human Resources is subject to all confidentiality requirements applicable to Internal Affairs investigations and the penalties for violating any such provision.

The Director of Human Resources shall have immediate access to and shall promptly review the complaint/allegation and any information provided in connection with the complaint/allegation. Internal Affairs investigator(s) shall then confer and consult with the Director of Human

Resources on all aspects of the investigation. The Director of Human Resources may be present at any investigatory interview/interrogation but may not directly question a member during that interview unless requested by the member.

Any complaint of a Law Enforcement Officer's alleged violation of any provision of a law/regulation under the purview of the EEOC that is made directly to, or filed directly with, a member of the City's Human Resources Department shall be immediately referred to the Police Chief (or Acting Police Chief).

The City shall follow all provisions of law outlined in Florida sections 112.532, 112.533, and 112.534, Florida Statutes, commonly known as the "Police Officers Bill of Rights," throughout the investigation.

ARTICLE 4

DUES DEDUCTION

The City will deduct Union dues from the pay of any bargaining unit member who voluntarily requests such deductions upon receipt of a notice from the PBA and approval by the City. The total amount of deductions shall be remitted each month by the City to the Treasurer of the PBA. This authorization shall remain in full force and effect during the term of this Agreement or for thirty (30) days after notification of the revocation of the authorization to deduct by the employee.

ARTICLE 5

UNION BUSINESS

Section 1.

Elected PBA representatives who are on duty may be granted paid leave to engage in representation activities on behalf of the PBA or any member as follows:

- A. Engaging in collective bargaining with the representatives of the City.
- B. Processing of grievances.
- C. Accompanying a fellow bargaining unit member when:
 - 1. The member is required to appear at a hearing related to a grievance.
 - 2. The member is presenting or responding to a grievance.
 - 3. The member is subject to questioning and believes (s)he may be disciplined. The City may negate the member's concern regarding discipline by written confirmation to the officer that (s)he will not be disciplined based on answers provided in the questioning.
 - 4. The member is attending a pre-determination hearing.

The City may deny a request for time off if it interferes with productivity or staffing needs. However, the exercise of such rights by the City shall not allow the City to proceed in a manner that deprives the employee of his or her right of representation.

A PBA representative employed by the City may be permitted to take unpaid leave to attend functions of the PBA. If the leave results in the City incurring overtime directly related to the absence, the City will not approve the request.

Section 2.

No employee may engage in PBA business or use City equipment or property while on duty except as referenced in Section 1.

ARTICLE 6

BULLETIN BOARD

The City will provide bulletin board space; one in the Line Up Room and one in the Investigative Services Section for the exclusive use of the PBA, for posting bulletins, notices and other union material. The Union will supply bulletin boards. A notice or item placed on the bulletin board shall bear on its face the legible designation of the PBA responsible for posting this notice or item on the bulletin board. The Union will hold harmless and indemnify the City for all claims or actions arising from materials placed on the bulletin board.

ARTICLE 7

ASSIGNMENT PAY

Section 1. Sergeants acting in the capacity of Acting Captain shall be paid seven percent (7%) above the sergeant's regular rate of pay.

Section 2. The provisions of this Article shall not apply to members performing other than regular road patrol duties, including details.

ARTICLE 8

VACANCIES AND PROBATION

Section 1. The City shall fill vacant positions through recruitment and selection of employees based on their qualifications and relative knowledge, abilities, and skills. The decision to fill a vacant position is reserved to the discretion of the City Manager.

Section 2. Veterans' Preference:

The City complies with all Veterans' Preference requirements pursuant to Chapter 2021-57, Laws of Florida, and section 295.07, Florida Statutes.

Section 3. All newly promoted Police Sergeants have a probationary period of one (1) year from the date of promotion.

Section 4. All Sergeants shall serve a one (1) year probation from the date of the appointment. During a Sergeant's probationary period, a Sergeant is subject to removal from appointment without statement of cause.

Section 5. A promoted Sergeant removed from his/her position during probation shall be reassigned to the position from which (s)he was promoted.

ARTICLE 9

MANAGEMENT RIGHTS

It is the right of the City to determine unilaterally the purpose of its Police Department, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of a lack of work or for other legitimate reasons. However, exercising such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

If the City fails to exercise any of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all such functions. Any right or privilege of the City not relinquished explicitly by the City in this Agreement or limited by law shall remain with the City.

ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 1.

The work cycle for bargaining unit members assigned to 11.5 hour shifts is a 14 day work cycle. The work cycle per bargaining members assigned to 8 and 10 hour shifts is a 7 day work cycle. For the purpose of calculating overtime, bargaining unit members assigned to the 11.5 hour shift will be paid overtime for all hours worked in excess of 80.50 hours in a 14 day work cycle. For the purpose of calculating overtime, bargaining unit members assigned to the 8 or 10 hour shifts will be paid overtime for all hours worked in excess of 40 hours in a 7 day work cycle.

For purposes of calculating overtime, only hours actually worked, or hours worked for department-authorized training shall be counted as hours worked.

When granted, overtime pay is included in the member's next regular pay check following the time worked.

Employees who are in an on-duty status seven (7) minutes either prior to or after their shift will not be eligible for overtime pay. Employees who are in an on-duty status for more than seven (7) minutes either prior to or after their shift must be so only with the Supervisor's approval in order to be eligible for overtime pay.

The City may round the start and end times of work to the quarter hour consistent with 29 C.F.R. § 785.48.

Example:

6:53 – 7:07 = 7:00

7:08 – 7:22 = 7:15

7:23 – 7:37 = 7:30

7:38 – 7:52 = 7:45

Section 2.

Pursuant to Article 9, it is a Management Right to establish and change the starting and ending times. Individual work schedules may be flexed (hour for hour) by personnel assigned to specialty units, upon request by the employee and mutual agreement between the employee and supervisor. Flexing of time must occur only within a single work week. Uniform Services (group) shift schedules shall not be changed without the City providing thirty (30) calendar days of advanced notice to the Union of the change.

Section 3. Reserved

Section 4.

No member of the Bargaining Unit shall be required or allowed to work more than eighteen (18) continuous hours except during a declared emergency, an ongoing immediate investigation, or when overtime is necessary to complete an on-duty assignment, i.e., late arrest. Members of the Bargaining Unit acknowledge that they have an obligation to come to work physically and mentally prepared to efficiently and effectively carry out their responsibilities. For the purpose of this section, work means regular assigned duties and detail assignments. The continuous eighteen (18) hours does not include time spent in court, depositions, filings, and similar judicial responsibilities. Members who work eighteen (18) hours continuously within the past twenty-four (24) hours must remain off duty for a minimum of six (6) hours.

Section 5.

An employee may engage in outside employment, (including off-duty detail or self-employment) with the approval of the City Manager and with the understanding that the employee's primary duty, obligation and responsibility is to the City. Outside employment shall not be permitted when the City Manager determines that such outside employment would result in a conflict of interest, interfere with the employee's City work schedule, or otherwise be a conflict with the employee's employment with the City, or the Palm Beach County Code of Ethics. To request approval, an employee should:

- (a) File an "Outside Employment Request Form & Affidavit" with the Human Resources Department through NeoGov's self-service portal. The employee must notify the Human Resources Department of changes in conditions of any outside employment. Additionally, the employee's chain of command must be altered at the time the request is submitted.
- (b) Make arrangements with the outside employer to be relieved from duty if called for work by the City.
- (c) An employee must report all injuries sustained during any outside employment to the employee's supervisor and Risk Management prior to the employee's next scheduled work day at the City. An employee's failure to report an injury sustained during outside employment shall be grounds for corrective action.

ARTICLE 11

WAGES

Effective October 1, 2025, the following Step Pay Plan is in effect:

- **Year One:** On October 1, 2025, each bargaining unit member will be placed in the step corresponding with his/her current years of service with the City in the rank of Sergeant. On the anniversary date of the member's promotion to the rank of Sergeant, (s)he will advance to the next step. There is no payment or advancement beyond Step 5.

Step	Salary
0	\$ 121,489
1	\$ 125,740
2	\$ 130,142
3	\$ 134,696
4	\$ 139,411
5	\$ 144,289

- **Year Two:** On October 1, 2026, each bargaining unit member will be placed in the step corresponding with his/her current years of service with the City in the rank of Sergeant. On the anniversary date of the member's promotion to the rank of Sergeant, (s)he will advance to the next step in the pay plan. There is no payment or advancement beyond Step 5.

Step	Salary
0	\$ 127,564
1	\$ 132,027
2	\$ 136,649
3	\$ 141,431
4	\$ 146,381
5	\$ 151,503

- **Year Three:** On October 1, 2027, each bargaining unit member will be placed in the step corresponding with his/her current years of service with the City in the rank of Sergeant. On the anniversary date of the member's promotion to the rank of Sergeant, (s)he will advance to the next step in the pay plan. There is no payment or advancement beyond Step 5.

PBA Sergeants: 10/01/2025 – 09/30/2028

Step		Salary
0	\$	133,942
1	\$	138,628
2	\$	143,482
3	\$	148,502
4	\$	153,700
5	\$	159,079

ARTICLE 12

SENIORITY

Section 1.

Seniority shall be computed from the date of promotion to Sergeant. If two (2) Sergeants have the same date of promotion, the date of initial appointment to the service of the City as a Police Officer shall be the determining factor.

Section 2.

Seniority shall accumulate during all authorized leaves.

- A. Annual Shift Bidding Process will commence in the month of August. After a shift bid, if a member voluntarily transfers back to Road Patrol from a Specialty Unit, his/her shift will be assigned by the Chief of Police (or Designee) based on operational needs.
- B. Annual vacation selection based on seniority within the member's platoon. Upon completion of the shift pick, unit members may select up to seven (7) consecutive calendar days (i.e., one consolidated vacation block) for the upcoming fiscal year.

Section 3.

Seniority shall be the determining factor for the selection of vacations and overtime assignments.

Section 4.

The City shall have the right to determine the number of Sergeants assigned to each division and each shift.

Section 5.

For layoffs and other non-disciplinary reductions in personnel, Police Sergeants will displace lower ranking officers in the event that the department is required to layoff personnel. For example: if a Police Sergeant's position is to be abolished, the incumbent with the least seniority in the position of Sergeant would displace a Police Officer, who would displace any probationary or provisional or temporary, or be separated as the case may require.

ARTICLE 13

ADDITIONAL MONETARY BENEFITS

Section 1. Compensatory Time

- (a) Bargaining unit members may be eligible for compensatory time accrual at the discretion of the Police Chief (or Designee) for participating in required educational and/or required training activities, special projects, and/or events. In addition, members are eligible to convert any overtime hours to compensatory time, subject to the following:
- i. All compensatory time will be earned/accrued at the rate of one and a half (1.5) times for each one (1) hour worked [in quarter (0.25) increments] and with a maximum accrual cap of two hundred forty (240) hours.
 - ii. When a member's compensatory time accrual balance reaches two hundred forty (240) hours, the member is no longer eligible to accrue compensatory time until the accrual balance falls below one hundred ninety-five (195) hours. The member must also schedule and use a minimum of forty-six (46) compensatory time hours within the next one hundred eighty (180) days.
 - iii. If the member fails to schedule and take a minimum of forty-six (46) compensatory hours during the one hundred eighty (180) day period, a Command Staff member will schedule dates and require them to be taken as scheduled.
 - iv. Reasonable compensatory time requests of one (1) day that are denied for operational reasons will be considered for payout up to three (3) times during each fiscal year.
 - v. Members are prohibited from using compensatory time for the same hours that the member also is also actively performing work for the City (exclusive of off-duty details).
- (b) A bargaining unit member who is promoted to a position outside of the Police Sergeants bargaining unit, or who separates from employment will be paid the balance of all unused compensatory time at his/her last hourly base rate of pay in the Police Sergeants' rank.

Section 2. Call Back

The Department shall develop a call-back policy, based on seniority, which provides for the following:

- A. Shift vacancies or vacancies created by special events or other exigent situations will be filled by sergeants from the off-going shift or those currently on duty. This

establishes that shift supervisors whose end time is 0500 are eligible for the day shift vacancy starting at 0430. The thirty (30) minute overlap does not preclude off-going shift supervisors from eligibility, as long as the overlap is while the eligible supervisor is working and not after the supervisor has completed his shift and has gone out of service prior to the shift vacancy.

- B. In the event that vacancies cannot be filled by on duty, off going sergeants, those sergeants who are not on duty will be offered the vacancy through a “seniority wheel” process. Sergeants will be called in order of seniority until the vacancies are filled. On the next occasion where a vacancy is to be filled by other than on duty, off going sergeants, the starting point on the seniority wheel will be the name of the sergeant immediately after the sergeant who elected to fill the last vacancy using the “wheel” process.
- C. No employee shall work more than eighteen (18) hours in any twenty-four (24) hour period absent a designated emergency.
- D. Call back is defined as any time an employee is ordered or otherwise directed to return to work more than one hour after completing their scheduled shifts, or more than one (1) hour after being released from a call back. In the event of call back, the employee shall be compensated for the actual time worked, but not less than three (3) hours at the rate of pay one and one-half (1.5) times his or her regular rate of pay. When an employee is called for call back, (s)he will be guaranteed a minimum of three (3) hours at a time and one-half, and at his/her supervisor’s discretion, the employee may be required to work the entire three hours of longer.
- E. Sergeants who elect to fill a vacancy on the upcoming shift and who were not on duty immediately preceding the vacancy to be worked, will be paid time and one-half their regular rate of pay for each hour actually worked with a minimum payment of three hours at the overtime rate.

Section 3. **On Call Pay**

- A. Employees directed to be on call must be able to respond to a specified location on duty within one (1) hour and shall be compensated for one hour at time and one half (1.5) the employee’s regular rate of pay for each day (24-hour period) on call.
- B. In the event a bargaining unit member on call responds for duty, the bargaining unit member shall receive, additionally, Call Back pay as provided in this Article.
- C. Any member, regardless of their assignment, placed in an “On-Call” status, must have the approval of the Chief of Police (or Designee).
- D. If a Police Sergeant on call cannot be reached or fails to report to work as directed, on call pay shall not be paid, and the Police Sergeant shall be subject to appropriate disciplinary action.

Section 4. **Court Time**

- A. Court time for City related business, or as otherwise approved by the Chief of

Police, will be paid at time and a half when the officer is not on his regular assignment. A Sergeant on court time will be compensated a minimum of three (3) hours at time and a half.

- B. An employee who has been instructed to remain on standby for court appearance purposes during the employee's off-duty hours shall be paid one-half the straight time hourly rate for each hour on standby up to a maximum of eight (8) hours of standby duty in any one day. A minimum payment of one (1) hour straight time shall be paid for all standby assignments. When an employee is required to stand by for eight (8) hours, the employee shall receive four (4) hours plus one (1) additional hour at straight time. If a Sergeant does go to court (s)he will be paid for the court time indicated in Section A and will not receive standby time pay.
- C. Bargaining unit members may report directly to court without prior check-in at the police station. However, members must still document their attendance at the courthouse and submit documentation to the Department.
- D. If a court appearance is contiguous with the end of the Sergeant's shift, court time shall be compensated as any other overtime assignment.
- E. Court time will be paid at time and a half when the Sergeant is not on his regular assignment. A Sergeant on court time will be compensated a minimum of one (1) hour at time and a half (1.5) and at this same one and a half (1.5) rate for all remaining hours.

Section 5. **Administrative Sergeant Pay**

One Sergeant per Uniform Services platoon per day will serve in the capacity of Administrative Sergeant and shall be entitled to receive thirty (30) minutes of overtime pay for performance of tasks generic to the position such as organization, shift preparation, and review of subordinates' work, provided they arrived to work thirty (30) minutes prior to the scheduled shift.

Section 6. Reserved

Section 7. Reserved

Section 8. **Continued Service Incentive**

On the anniversary date of the member's sworn service date, in recognition of the continued service and of the value that experienced employees provide to the Police Department, the City will provide a Continued Service Incentive at the following milestones, as an annual incentive payment on the member's said anniversary date¹:

¹ The continued service incentive and language proficiency incentive will be included in the definition of pensionable earnings (total cash remuneration), as permissible.

<u>Years</u>	<u>Amount</u>
11 – 15	\$ 750.00
16 – 20	\$1,500.00
21+	\$3,000.00

Section 9. Language Proficiency Incentive

Members who are proficient/fluent in speaking, reading, writing, and understanding oral communications in the languages of Creole, Spanish, Portuguese, and/or Sign Language and who have successfully passed a language proficiency test through a vendor approved by the City and the Union are eligible to receive a Language Proficiency Incentive¹ of fifty cents (\$0.50) per hour. No employee shall be eligible for more than one (1) incentive.

ARTICLE 14

UNIFORMS

Section 1. The City will provide up to three (3) full uniform sets per year and two (2) pairs of shoes per fiscal year. All orders will be honored in full if placed by March 31st. Purchase of shoes shall be limited to \$150.00 per pair. The City will supply replacements for uniform parts when replacement is appropriate, such as damage caused by his/her law enforcement duties, as determined by the Police Chief (or Designee), and if adequate funds are available in the City Budget. Members of the bargaining unit assigned to plain clothes duty will receive, in lieu of uniforms, for clothing used at work, up to a total of \$1,600.00 a fiscal year, limited to \$400.00 installments at the end of each quarter.

Section 2. Reimbursement, replacement or repair of personal clothing and equipment will be according to current department policies and procedures. The replacement will require the approval of the Chief of Police. The Uniformed Sergeant claiming a replacement will be required to include, with his/her claim, an explanation of the circumstances of the damage and appropriate reports concerning the incident where damage to his/her uniform took place. This allowance shall commence from the date of assignment on a prorated basis. Uniformed Sergeants assigned to plain clothes duty for more than three (3) months at a time will receive clothing allowance in accordance with the above for the three (3) months and prorated thereafter.

Section 3. The City will bear the cost of cleaning ten (10) issued uniform pieces per week for the contract year. The City shall notify those eligible employees, to take their uniforms only to the approved dry-cleaning establishment in Boynton Beach selected by the City. Members assigned to plain clothes will be given a cash cleaning supplement equivalent to the cleaning benefit provided to uniform officers. This will be paid at the end of each quarter of the contract year. This allowance shall commence on a prorated basis from the date of assignment.

ARTICLE 15

ANNUAL OCCUPATIONAL FITNESS EVALUATIONS

Section 1. Physical Evaluation:

A. Mandatory Participation

Due to the importance of certification of fitness for duty, bargaining unit members shall attend and participate in an occupational fitness evaluation as scheduled, once per the term of this Agreement (i.e., one routine physical examination).

B. Voluntary Participation

Members of the bargaining unit may voluntarily participate in a whole-body MRI scan during one of the years in which a member is not *required* to participate in an examination, pursuant to Section 1.(A) of this Article. Participation is on a first-come first-serve basis and subject to the City Commission's annual appropriation of funding for this purpose, but at a minimum of \$50,000 per fiscal year for all PBA bargaining unit members (all three units combined). Such allocation shall not create any obligation or guarantee that the same amount will be allocated beyond the term of this agreement. If a member chooses to participate in a whole-body MRI scan it will supplement the need for the routine physical for that term.

(1) In order to voluntarily participate, a member must notify the Director of Human Resources by email between March 1st and March 31st of each year of this agreement.

(2) Due to the advanced notice required to schedule these exams through the vendor and the cost to the City, voluntary participation status is "locked in" as of March 31st of each year and no changes/cancellations will be accepted after that date.

(3) In the event a member who voluntarily elected to participate decides not to participate after March 31st, but *prior* to completing any portion of the exam, the member is responsible for reimbursing the City for the total cost of the exam through either a payroll deduction or by a check made payable to the City of Boynton Beach, within thirty (30) days of cancellation. [Note: The per member cost for the exam for FY 2025-2026 is \$1,600] In no instance will the reimbursement cost be greater than \$1,600. The Director of Human Resources may waive the reimbursement cost at his/her discretion based on the unit member's explanation of cancellation, if one is provided.

(4) A member who voluntarily elects to participate and completes any portion of the exam process is then subject to the same provisions as those required to participate.

C. Miscellaneous Provisions

In any instance where a bargaining unit member completes an evaluation off duty, (s)he will receive compensation equaling two (2) hours at a rate of one and a half (1.5) times the bargaining unit member's hourly rate of pay.

- (1) It is the responsibility of the bargaining unit member to ensure that this physical evaluation and all follow-up testing required *solely* as a result of being found "unfit for duty" by a medical doctor are completed promptly and as scheduled.
- (2) Failure to attend and/or participate in the mandatory occupational fitness evaluation as required will result in the bargaining unit member being placed on a "no work" status until the evaluation is complete. Compensation for time in a "no work" status will be through the use of only accrued and unused sick leave, compensatory time, and vacation leave (in that order). If all aforementioned leave time is exhausted, the bargaining unit member will be placed in an unpaid status until such time that the full evaluation and any required follow-up is completed.
- (3) For the term of this Agreement, the City will contract with a qualified medical provider to perform occupational fitness evaluation. Records associated with this physical evaluation and any follow up evaluations required *solely* in connection with the return to work of an employee who was found to be "unfit for duty" are provided to the Director of Human Resources, who will ensure the records are properly maintained in the employee's confidential medical file, which is separate from the employee's personnel file. Further, an employee who was found to be "unfit for duty," or who was recommended for referral to another medical provider, may be contacted by Human Resources or Risk Management regarding ADAAA, FMLA, and/or Workers' Compensation.

Section 2. Immunization:

The City shall provide an opportunity for members to receive immunizations during the term of this Agreement for all members as a means of protection from the following:

- Hepatitis – Type B: Available to all bargaining unit members
 - Members who refuse to be immunized for Hepatitis Type B and who later contract that disease shall not be presumed to have contracted the disease while on duty.
- Hepatitis – Type A: Available to all bargaining unit members.
 - Members who refuse to be immunized for Hepatitis Type A and who later contract that disease shall not be presumed to have contracted the disease while on duty.

- The City shall offer flu shots for all members to protect them from contracting the flu while working during flu season.

Section 3. Other Testing:

- The City shall provide lead testing for Range Instructors.
- The City will provide for AIDS and Hepatitis screening in instances where a member is exposed to situations or persons presenting such biological contamination threat.

Section 4. Exposures:

The City acknowledges and complies with all statutory notice requirements and presumptions regarding exposures in the line of duty.

Section 5. Either the City or the Union may reopen this article at any time during the duration of the Agreement.

ARTICLE 16

GROUP INSURANCE

Section 1. Medical, Vision and Dental Insurance

The medical benefit plans currently available to employees are a:

- High-Deductible Health Plan (HDHP)
- Health Maintenance Organization (HMO) Plan
- Point of Service (POS) Plan

The premium cost for “employee only” coverage for the High-Deductible Health Plan (HDHP), PPO dental, and vision insurance premiums shall be paid by the City for bargaining unit members while they are employed by the City. Members are responsible for paying all premiums not covered by the City.

The City Commission, through the Annual Budget process, may appropriate funds to subsidize employees’ premium costs for employees who cover dependent children on their City medical plan. Any subsidy offered does not extend beyond the plan year for which it is budgeted, and the offering of, and/or amount of, any such subsidy is not subject to negotiation.

Medical Insurance:

HSA Contributions:

The City will contribute an annualized total of one thousand five hundred dollars (\$1,500.00) into a bargaining unit member’s Health Savings Account (HSA) on the first full paycheck date following January 1st of each year of this Agreement.

- i. In order to be eligible for the annual HSA deposit above, a bargaining unit member must:
 - a. Be enrolled in the High-Deductible Health Plan (HDHP); and
 - b. Have been actively employed with the City on September 30th of the preceding year to receive the next following contribution.
- ii. The IRS prohibits members who have medical insurance through Medicare, Tricare, or Tricare for Life from contributing to or receiving contributions to an HSA plan; therefore, the City will provide the cash equivalent in the member’s first full paycheck following January 1st of each year of this Agreement.
 - a. To receive this payment, the member must:
 - i. Be enrolled in the High-Deductible Health Plan (HDHP); and
 - ii. Email the Director of Human Resources no later than November 30th of each year of this Agreement with documentation showing that the member is covered by one of the aforementioned plans.

New Hires:

Bargaining unit members hired on or after October 1st of each year, and who elect to be covered on the City's High-Deductible Health Plan (HDHP), will accrue one hundred and twenty-five dollars (\$125.00) per active month of service for the City to deposit into their HSA through September of that plan year. This initial deposit will be made with the first check of the month in which the member becomes enrolled in the City's High-Deductible Health Plan (HDHP).

Leave Time Conversion to HSA:

The City will provide opportunities to convert an annualized total of up to one thousand five hundred dollars (\$1,500.00), after pension deduction, of any combination of sick and vacation time at the 100% conversion rate to help fund their HSA. This conversion can be done at the following times during each plan year (2025, 2026, 2027, and 2028):

- i. October 1st – November 15th (any amount up to an annualized total of \$1,500.00).
- ii. April 1st – April 30th (any amount up to an annualized total of \$1,500.00).
- iii. "Annualized" means plan year/contract year/fiscal year (October 1st through September 30th).

Section 2. Life Insurance:

Bargaining unit members are provided with a sixty-thousand-dollar (\$60,000) term life and accidental death policy with the premium paid by the City.

ARTICLE 17

LEAVES

Section 1. Vacation

A. Accrual:

1. Bargaining unit members accrue vacation hours each pay period when they are in an active paid status of twenty-four (24) or more hours in a work week. No member may use more vacation leave than (s)he has accrued. The chart below shows the maximum annual accrual of vacation hours based on years of service:

<u>Years of Service</u>	<u>Vacation Hours</u>
1 year	96
2 years	120
3 years	120
4 years	128
5 years	136
6 years	144
7 years	152
8 years	160
9 years	168
10 years	176
11 years	176
12 years	176
13 years	176
14 years	176
15 years	176
16 years	192
17 years	192
18 years	192
19 years	192
20 years	192
21 years & after	200

2. A bargaining unit member may accrue vacation hours up to the Allowable Maximum: the total vacation hours (s)he accrued in his/her two (2) most recent years of employment. During the fiscal year, vacation hours may accrue beyond the Allowable Maximum; however, any accrued and unused vacation hours exceeding the Allowable Maximum on September 30th of each year will be forfeited. Upon resignation,

retirement, change in status from full-time to part-time, or death, members will receive payment for their accrued and unused vacation hours.

B. Requests:

1. Vacation requests may be submitted from 14 - 105 days in advance for vacation. In the event of conflicting requests for vacation dates, the senior member's request shall prevail provided the more senior member's request was submitted ninety (90) days prior to the date(s) requested.
2. Vacations of two (2) days or less may be made with twenty-four (24) hours of advance notice.
3. Request for emergency vacation leave will be considered individually by the Chief.
4. A bargaining member absent without approval will not be compensated for the time absent and may be subject to disciplinary action.

C. Bonus Vacation Hours:

Members are eligible to receive ten (10) Bonus Vacation Hours for continuous attendance at work at the completion of each calendar quarter that the member has not used sick time, FMLA leave timecoded as sick leave, or family sick during the previous quarter, not has been absent from work or on leave other than those paid categories recognized in this document.

D. Selling Back Vacation Hours:

Members are eligible to sell back up to ninety (90) hours of vacation leave each year of this agreement. Members must have a minimum of one hundred twenty (120) hours remaining in their leave bank after the sell back. Members must submit a request for vacation sell back through NeoGov's self-service portal between August 1st and the last day of August of each fiscal year for which payment will be made by September 30th.

Section 2. **Sick Leave**

A. Accrual:

Bargaining unit members will accrue sick leave on a bi-weekly basis (3.69 hours) for an annualized total of ninety-six (96) hours per year. To receive accrued sick leave in a work week, a member must have been in an active paid status of twenty-four (24) hours or more. No member may use more sick leave than (s)he has accrued.

B. Notice of Use of Sick Hours:

Unscheduled Sick: A member shall notify his/her immediate supervisor or designee, in a manner provided for by management, of his/her illness not less than sixty (60) minutes before the start of his/her scheduled shift. If a member fails to call in within the specified time, the member may be subject to progressive discipline. This notice procedure shall be followed for each day the member is unable to report to work unless Human Resources and the City Manager have authorized the member for an extended leave of absence.

Scheduled Sick: A member may request, with a minimum of forty-eight (48) hours of advanced notice, to use scheduled sick hours for medical, dental, and optical appointments and/or procedures. Documentation to support payment under the “scheduled sick” pay code must be provided with payroll. Unsubstantiated use of such time will result in the time being recoded to “sick.”

Sick hours may be requested and/or utilized upon approval of the Police Chief (or Designee) for the following reasons:

1. Member’s health, or up to forty (40) hours per fiscal year for illness of an immediate family member: the member’s parent, spouse, or child.
2. Medical, dental, or optical treatment that is determined in writing by a physician to be necessary and must be performed during working hours.
3. Quarantine due to exposure to a contagious disease.
4. In connection with a member’s Workers’ Compensation case, where (s)he has declined a light duty assignment or where no such assignment is available.
5. In connection with an approved Family and Medical Leave Act (FMLA) leave for a serious medical condition of the member, or the member’s immediate family member, as defined in the FMLA.

The following conditions may be deemed as excessive/abusive use of sick leave and may result in a referral to Human Resources for FMLA and/or progressive discipline:

1. Members who have developed a pattern of sick leave usage.
2. Members who are required to use vacation leave in lieu of or in supplementation of sick leave to compensate for absences (except approved FMLA).

C. Documentation Required:

For any use of sick time in excess of three (3) consecutive work days, a member is required to provide written medical certification to the Human Resources Department upon return to work. Additionally, a member who calls out sick after being ordered to work a holiday, special event, or other mandatory assignment, must provide a doctor's note to Human Resources upon return and notify their immediate supervisor that this documentation has been submitted.

"Consecutive work days" means any day a member was scheduled to work, including additional or "overtime" shifts.

D. Payout of Sick Leave

1. Members who are terminated for cause from the City are not eligible for a payout of sick leave.
2. Upon resignation, retirement, change in status from full-time to part-time, or death, members will receive payment for their accrued and unused sick hours at the percentage specified in the table below. (Retirement shall include normal retirement, disability retirement, or early retirement as defined in the appropriate Pension Plan).

Continuous Years of Service	Percentage of Sick Leave Payout
Less than 5 full years	0%
More than 5 years but less than 10 full years	25%
More than 10 full years	50%
Upon retirement from the City	50%

3. An employee retains his/her accrued and unused sick hours while employed in a full time position with the City. If an employee's status converts to a part-time position, whether voluntarily or involuntarily, (s)he will have his/her accrued and unused sick leave paid out pursuant to the aforementioned table.
4. Failure to return City issued property within thirty (30) days of separation of employment will result in accrued vacation and sick time up to the amount of the property retained or 100 hours, whichever is greater, being held until the applicable property is returned. However, if the unit member fails to return his/her badge or employee ID card, the City may hold all accrued vacation and sick time. The City reserves the right to seek all legal remedies under applicable law to recover damages or costs incurred as a result of non-compliance.

E. Sick Leave Conversion:

Members who have more than one hundred twenty (120) hours of sick leave as of September 1st of any contract year may convert 50% of the excess over one hundred twenty (120) hours to a cash straight time payment not to exceed eighty (80) hours. This conversion payout will be requested between July 1 and the last day of July each fiscal year, for which payment will be made by August 31 of that year.

F. Sick Leave Donations:

Donations to a member's sick leave bank are available pursuant to City policy.

Section 3. **Personal Leave**

At the sole discretion of the Police Chief (or Designee), a member may be granted up to seventy (70) hours of paid personal leave in a fiscal year. There is no entitlement to Personal Leave, and the Police Chief's approval or denial of such leave is not subject to grievance.

Section 4. **Bereavement Leave**

In the event a member has experienced the death of his/her mother, father, foster parent, step-parent, brother, sister, husband, wife, registered domestic partner, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law, or grandparent of spouse or registered domestic partner, a member may use paid bereavement leave not to exceed three (3) consecutive shifts for any one death. However, if it is necessary for the member to leave the State in connection with the internment of the deceased, the member may use an additional two (2) consecutive shifts. Members must submit proof of death within thirty (30) days of use of the bereavement leave in order to be eligible for paid bereavement leave. The City Manager may grant additional bereavement leave at his/her sole discretion.

ARTICLE 18

HOLIDAY PAY

Section 1. Bargaining Unit Members will receive Holiday Pay in the following manner:

A. The second paycheck in October, members will receive 90 hours straight time Holiday Pay at the current rate of pay on the check date. This payment is for the following holidays:

- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day

B. The second paycheck in January, members will receive 90 hours straight time Holiday Pay at the current rate of pay on the check date. This payment is for the following holidays:

- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

Section 2. Bargaining Unit Members must be actively employed on the paycheck date in order to receive the Holiday Pay in Section 1.

Section 3. Bargaining Unit Members who leave employment must pay back any holiday for which they were paid but were not employed on the date of the holiday. This payment will be deducted from the member's final paycheck at the hourly rate at which the holiday was paid.

Section 4. New Hires will receive Holiday Pay on a prorated basis on the first paycheck of the month following the date of hire. The proration will be calculated as follows:

A. If hired between October 1st and January 1st, (s)he will receive Holiday Pay for only the holidays in Section 1A that occurred while (s)he was actively employed.

- B. If hired between January 2nd and September 30th, (s)he will receive Holiday Pay for only the holidays in Section 1B that occurred while (s)he was actively employed.

Section 5. There is no additional pay, premium or otherwise, for time worked on City-observed or actual holidays.

Section 6. There is no pay, premium or otherwise, to Bargaining Unit Members who do not work on City-observed or actual holidays.

Section 7. Members with non-road patrol assignments whose scheduled work day falls on a City-observed holiday may have the following options (based upon scheduling approval of Supervisory Chain of Command):

- a) Work on the City-observed holiday and get paid at straight time for the actual hours worked, **or**
- b) Not work on the City-observed holiday and request to use paid leave (such as available comp time or vacation leave) to be compensated for the hours, **or**
- c) Not work on the City-observed holiday and be in an unpaid status for those hours (absent any request to use available paid leave), **or**
- d) With advanced agreement and approval from supervisor, a non-road patrol member may flex his/her schedule during any work week in which there is a City-observed holiday.

Section 8. Effective January 1, 2026, bargaining unit members may elect to receive the equivalent straight holiday time as hours as a lump sum added to their accrued vacation balance in lieu of receiving holiday pay as set forth in Section 1. Such election shall be made in August of each fiscal year beginning in August 2026 and shall remain in effect for the duration of the fiscal year in which the election is made as outlined in Section 9 below. For the October 2025 and January 2026 payments, bargaining unit members shall receive holiday pay in accordance with Section 1, and no election or accrual option shall be available.

Section 9. Elections shall be made between August 1 and August 31 of each fiscal year. Election remain in effect for the full fiscal year, and members may make a new election during the designated period each year for the term of this Agreement. If no election is made, the member shall automatically receive holiday pay at their current rate of pay as provided in Section 1.

Section 10. The provisions in Section 2-6 will apply to members who elect to receive the holiday hours added as a lump sum to their accrued vacation balance in lieu of pay.

ARTICLE 19

FUNERAL EXPENSES

Section 1. The City will pay fifteen thousand dollars (\$15,000.00) to the beneficiary of bargaining unit employees considered by law to have expired in the line of duty.

Section 2. All employees shall complete the appropriate form to designate by name and address, the individual to whom such funds will be paid. In the event of conflicting claims for payment, the City will interplead the funds by court proceeding if the parties with conflicting claims cannot resolve their dispute within sixty (60) calendar days.

ARTICLE 20

TRAINING

Section 1.

a. Mandatory Officer Training Requirements

All basic mandatory training and retraining that an officer is required to attend while off duty will be compensated at one and a half (1.5) times the officer's hourly base rate for actual time in training.

b. Conferences, Seminars, Other Training/Special Programs

Other off-site training/special programs, including but not limited to conferences and seminars, for which the City approves a member to attend and pays the associated expenses are exempt from compensation other than the member's hourly base rate of pay for hours of actual classes while in attendance and for any hours the member is attending that were regular scheduled work hours. The City reserves the right to flex a member's work schedule to reduce the cost of overtime that may result from a member attending such classes on non-scheduled work days.

Section 2. Weapons Training

The content and course of weapons training will be established by the Chief of Police. Each member will be allowed three opportunities to meet the prescribed qualification standards. If the officer does not qualify in three attempts, they will be required to qualify on their own time and expense to remain eligible for employment as law enforcement officers.

Section 3. College Tuition

The City will reimburse eligible members for tuition pursuant to the City's Tuition Assistance Program, which is attached as Addendum "B." The provisions of this Section and Addendum "B" relate to the reimbursement assistance for General Education Core Courses and Degree Program Core Courses. For the term of this Agreement, Tuition Assistance is funded at forty-five thousand dollars (\$45,000) per fiscal year and covers all members of the three PBA units on a first-come first-serve basis.

The City's Tuition Assistance Program provision restricting DROP participants from eligibility does not apply to members of any PBA bargaining unit.

Section 4.

The City reimburse members for authorized expenses associated with attending training and special schools as approved by the Police Chief.

ARTICLE 21

REPRODUCTION

The City will post the Agreement on the City's shared drive or any other electronic distribution system.

ARTICLE 22

PERSONNEL RECORDS

Section 1.

A personnel file for all City employees is maintained by the City's Human Resources Department. Employees may inspect and obtain copies of personnel files in accordance with Florida Law.

Section 2.

Internal affairs investigatory files will be maintained in accordance with Florida State Statutes.

Section 3.

All bargaining unit members covered by this Agreement must be notified within forty (40) business hours of the request in writing (E-mail is acceptable notification) when someone other than a City employee requests to review the bargaining unit members' personnel/I.A. file, unless the file is being inspected by a governmental agency (including IRS), or state attorney, in the conduct of a lawful criminal investigation when confidentiality of the investigation is requested.

ARTICLE 23

LEGAL ACTION

Section 1.

In accordance with Florida Statutes, the City will provide legal defense for a member against any civil damage suits wherein said member is a named party and wherein the alleged damages were allegedly caused by the actions of said member while acting within the scope of his/her authority and within the course of his/her employment.

Section 2.

The City shall indemnify all employees against judgments for compensatory damages rendered against an employee in a civil damage suit arising from and in connection with duties performed by the employee in the course and scope of their employment for the City provided that the employee has not acted in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City shall not indemnify any employee against judgments rendered in civil suits which the City has not been given notice of and an opportunity to defend.

Section 3.

The City will select the Attorney who is to defend the employee relative to this Article.

Section 4.

The employee will be responsible for filing any counterclaims at his/her expense.

ARTICLE 24

DISCIPLINE

Section 1. The Parties recognize that the interests of the community and job security of the bargaining unit members depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the PBA encourage, to the fullest degree, behavior that is positive and supportive of the goals of effective municipal management and public safety. The Parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

Section 2. No bargaining unit member shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following disciplinary actions shall be utilized, and depending on the severity of the offense, the first action may be taken at any appropriate level, including dismissal.

- A. Written Notice/Reprimand
- B. Unpaid Suspension
- C. Demotion
- D. Termination

Discipline is classified as either major or minor, as follows:

MAJOR DISCIPLINE is a(n):

- Temporary Suspension of participation in off-duty details over thirty (30) days; or
- Temporary Suspension of participation in the take-home vehicle program for over thirty (30) days; or
- Unpaid Suspension of more than sixteen (16) hours; or
- Demotion; or
- Termination.

MINOR DISCIPLINE is a(n):

- Temporary Suspension of participation in off duty details under thirty (30) days; or
- Temporary Suspension of participation in the take-home vehicle program under thirty (30) days; or
- Written Notice/Reprimand; or
- Unpaid Suspension of sixteen (16) hours or less.

Section 3. Any bargaining unit member who has been promoted, and who thereafter is demoted, shall be returned to the position and shift(s) he or she occupied immediately prior to the promotion or to a position and shift consistent with his or her seniority as a sworn officer with the Boynton Beach Police Department, whichever is more favorable for the member. Personnel re-entering the bargaining unit as provided above shall be placed in their respective Step Pay Plan

based upon their completed years of sworn service with the City of Boynton Beach Police Department at the time of demotion.

Section 4. No Employee shall be subject to major discipline without first being afforded a pre-determination conference with the City Manager. No pre-determination conference shall be conducted with less than fifteen (15) calendar days' notice to the Employee.

Section 5. Unpaid suspensions will be imposed in increments of eight (8) hours of loss of pay.

Section 6. Members will be ineligible to work off duty details during any calendar day on which they are observing a suspension.

Section 7. All Internal Affairs investigations will afford the subject officer(s) all rights under Chapter 112, Florida Statutes.

Section 8. The City will provide notice to the PBA when it completes an investigation of bargaining unit members that could result in disciplinary action or when an employee is given a suspension.

ARTICLE 25

APPEALS OF DISCIPLINARY ACTION

Appeals of disciplinary action shall be handled as follows:

MINOR DISCIPLINE:

Appeals to Major discipline shall be referred to Arbitration beginning at Step Three of the Grievance Process pursuant to Article 26.

A. **Written Notices/Reprimands** may be submitted for review by the Chief of Police as follows:

1. Member must submit a written response to the Written Notice/Reprimand (email is acceptable) to the Chief of Police, with a copy to the Director of Human Resources, within fifteen (15) calendar days of issuance.
2. After review of a member's written response and within fifteen (15) calendar days, the Chief of Police may rescind the Written Reprimand. The Chief's determination will be in writing (email is acceptable) to the member, with a copy to the Director of Human Resources. The Chief's response may simply state the determination outcome.
3. The Director of Human Resources will ensure the member's employment file contains the originally issued Written Notice/Reprimand, the employee's written response, and the Chief of Police's determination to sustain, reduce, or reject the discipline.
4. Alternatively, a member is permitted to provide a written response to the Written Notice/Reprimand to both the Chief of Police and the Director of Human Resources, up to 90 days following its issuance for inclusion in his/her employment file. However, the Chief of Police will not consider reducing or rejecting discipline from any written responses received after the deadline as stated above in A(1)-(3).

B. **Unpaid Suspensions of sixteen (16) hours or less, temporary Suspension of participation in off-duty details under thirty (30) days, and temporary Suspension of participation in the take-home vehicle program under thirty (30) days** (following pre-disciplinary meeting under Chapter 112, Florida Statutes) may be formally appealed to the Chief of Police, whose decision shall be final. A member may submit a written response to be included in his/her employment file.

1. Following the initial pre-disciplinary meeting and receipt of final discipline, an appeal shall be filed in writing via electronic mail to the Chief of Police **and** the Director of Human Resources within fifteen (15) calendar days of notice of the discipline.
2. The Chief of Police shall render a decision within fifteen (15) calendar days of the appeal.

3. The Chief of Police's decision may be to sustain, fully reject, or lessen the discipline. The Chief of Police (or Designee) may, at the request of the member, conduct interviews with departmental staff or members of the bargaining unit as part of his/her formal review of the discipline and of alleged violations of this Agreement and/or Chapter 112, Florida Statutes, if applicable.

MAJOR DISCIPLINE:

A. Pre-Disciplinary Meeting with the Chief of Police under Chapter 112, Florida Statutes:

1. Following the initial recommendation of discipline, members may schedule and attend a Pre-Disciplinary meeting with the Chief of Police, pursuant to Chapter 112, Florida Statutes and within thirty (30) calendar days of the issuance of Major Discipline. This request must be in writing (e-mail is acceptable) to the Chief of Police with a copy to the Director of Human Resources.

2. After the meeting, if one is requested, or after receiving the member's written statement in lieu of a meeting, the Chief of Police will render his final disciplinary decision within fifteen (15) calendar days.

3. If a member does not request and attend a pre-disciplinary meeting with the Chief of Police, or does not provide a written statement in lieu of a meeting, within thirty (30) calendar days of the initial recommendation of discipline, then the Chief of Police's initial discipline recommendation will stand. However, the member may waive the meeting with the Chief of Police and proceed directly to the Predetermination Conference with the City Manager.

B. Predetermination Conference with the City Manager:

1. Prior to the imposition of Major Discipline, a member may elect to participate in a Predetermination Conference with the City Manager. The member must request a conference with the City Manager within fifteen (15) calendar days of the final determination by the Chief of Police.

2. Members will have a minimum of fifteen (15) calendar days' notice of the date of the Predetermination Conference.

3. The City Manager will render a final disciplinary decision within thirty (30) calendar days of the predetermination conference.

C. **Arbitration:** Following a Predetermination Conference with the City Manager, if the final recommendation of discipline remains as Major Discipline, the matter may be referred directly to Arbitration, beginning at Step Three of the Grievance Procedures pursuant to Article 26, 5.A.

ARTICLE 26

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member or the PBA that involves the interpretation, application of, or compliance with the provisions of this Agreement. Appeals of disciplinary action are not grievances but may be brought following the procedures set forth in Article 25 and Step Three (3) of this Article.

Section 2. Grievances concerning working conditions not explicitly covered by the terms and provisions of this Agreement shall be subject to the grievance procedure up to, but not including, arbitration.

Section 3. In the event a grievance should arise as to the interpretation or the application of the terms of the Agreement or departmental regulations, the said dispute or grievance shall be dealt with in the following manner. Any grievance not answered by the City within the time limits provided below will automatically advance to the next higher step of the grievance procedure.

Section 4. All references to “days” in this Article shall mean calendar days.

Section 5. Procedures

A. Grievance Procedures

Step One – Police Chief

The aggrieved employee(s) or an Association representative on behalf of an aggrieved employee(s) shall file a Step One written grievance by electronic mail to the Police Chief **and** the Director of Human Resources on or by the fifteenth (15th) day of the occurrence or on or by the fifteenth (15th) day of when the employee(s) knew or should have known of the occurrence.

All grievances shall include the following:

- a. Statement of the grievance and the facts and circumstances upon which it is based;
- b. Name and rank of grievant(s);
- c. The Article(s) and Section(s) of the Agreement alleged to have been violated; and
- d. The remedy requested

All class action grievances shall also include:

- a. Statement indicating the grievance is a class action; and
- b. Signature of a PBA Union Official/Attorney.

The Police Chief's Step One response shall be transmitted to the Union **and** the Director of Human Resources on or by the tenth (10th) day of receipt of a grievance. If the Police Chief does not respond in writing via electronic mail, the grievance is presumed to be denied and the employee or an Association representative may advance the grievance to Step Two.

Step Two – City Manager (or Designee)

If no resolution is reached at Step One, the aggrieved employee(s) or the Association representative on behalf of the aggrieved employee(s) may file a Step Two written grievance by electronic mail to the City Manager **and** the Director of Human Resources on or by the fifteenth (15th) day of receipt of the Police Chief's Step One response.

The City Manager (or Designee), at his/her discretion, may conduct interviews with the grievant(s), the Union representative(s), members of the bargaining unit, and/or management to discuss the grievance. The City Manager (or Designee) must notify the Union and Grievant within seven (7) days of receipt of the Step Two grievance if (s)he intends to conduct interviews. Once such notification is made, the time period for the City's Step Two response is tolled with mutual agreement by the Union until the interviews can be scheduled and conducted.

The City Manager (or Designee) shall respond in writing to the Step Two grievance by electronic mail no later than thirty (30) days of receipt of the Step Two grievance or by a mutually agreed upon extended date. If the City Manager (or Designee) does not respond in writing via electronic mail, the grievance is presumed to be denied and the aggrieved employee or an Association representative may move to the next step.

Step Three – Arbitration

If the grievance has not been settled by Steps 1 and 2, the PBA or the City may request arbitration within fifteen (15) calendar days of receipt of the City Manager's (or Designee's) reply or when a reply was due, if none is submitted.

Following a Predetermination Conference with the City Manager under Article 25, appeals of disciplinary matters continue at this Step of the Grievance Process.

Notices to the City under this section must be sent to the City Manager and the Director of Human Resources, and electronic mail is sufficient. Notices to the PBA under this section must be sent to the assigned PBA attorney, with a copy to the PBA President.

B. Arbitration Procedures

The Party requesting arbitration must timely file with the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators on or before the fifteenth (15th) day deadline, and a copy shall be served on the other Party. The rules for the conduct of the arbitration will not be the rules of AAA or FMCS unless agreed to by the City and PBA, but will be governed by the terms of this Agreement.

1. Arbitrator Selection

Each Party retains the right to reject one panel in its entirety and request that a new panel be issued at the rejecting Party's expense. The grieving party shall strike the first name with each Party alternating strikes thereafter until only one arbitrator's name remains. The last name remaining shall be the arbitrator. The arbitrator shall determine the date(s) and time(s) of the hearing subject to the availability of the Union and the City. Arbitration will be conducted at a location mutually agreeable to the City and the Union.

2. Arbitration Fees and Expenses

All fees and expenses of the arbitrator shall be divided equally between the Union and the City; however, each Party shall fully bear the expense of preparing and presenting its case, including the cost of witnesses and other people it requires to attend the arbitration.

3. Arbitrator Authority and Award

The arbitrator may sustain, reverse, or modify the discipline set by the City Manager. The decision of the arbitrator is final and binding on the parties. If the arbitrator reverses the discipline in its entirety, the Employee will be made whole. Any and all arbitration procedures not explicitly set forth in this Section shall be governed by this Article. The decision of the arbitrator is final and binding on the Parties subject only to the rights of the parties to confirm, clarify, or set aside the award as set forth in the Florida Arbitration Code.

The arbitrator shall render an Award within thirty (30) days of receipt of the briefs, if any, or of the transcript if the Parties have agreed to submit the transcript in lieu of briefs.

The arbitrator shall submit his/her decision in writing with a statement of findings and reasons within thirty (30) days of the receipt of briefs, if any, or receipt of the transcript if the Parties have agreed to submit the arbitration transcript in lieu of briefs.

4. Other Provisions

A Hearing transcript will be made, unless waived by both Parties. The cost, including the arbitrator's copy, will be shared equally by the Parties, with the PBA share not to exceed \$500.00.

Briefs, if any, must be filed with the arbitrator no later than thirty (30) days after the close of the Hearing or after receipt of the transcript, if a transcript is requested.

By agreement of both Parties, a meeting will be held at any step of the grievance procedure. Settlement of a grievance prior to the issuance of an arbitration Award shall not constitute precedent nor shall it constitute an admission that the Agreement has been violated.

A probationary employee may not grieve any matter concerning assignment or discharge for reasons of failure to meet performance standards.

ARTICLE 27

PERSONAL VEHICLES

Section 1. When an employee is required to use his/her personal vehicle in the performance of police duties, said employee shall be reimbursed at a mileage rate as established by City policy, excluding mileage traveled to and from the normal work location.

Section 2. For the purpose of this Article, the performance of police duties shall include attendance at court, depositions, administrative hearings, conferences with City officials, schools and seminars.

ARTICLE 28

DRUG TESTING

The City is a Drug Free Workplace and has established a Drug Free Workplace Policy. Bargaining Unit employees are subject to random, reasonable suspicion, and post-accident drug testing.

The Drug Free Workplace Policy approved by the City and the PBA is attached as Addendum “A.”

ARTICLE 29

POSTING OF ASSIGNMENT

Vacancies in positions or assignments will be posted in-house no less than five (5) calendar days before the application deadline for the position or assignment. Members applying for a posted position or assignment must meet the qualifications on the final day of posting; for example, while the member may not be eligible at the time his/her application is submitted, if the member will satisfy all of the qualifications by the final day of posting, then the submitted application shall be accepted and considered.

ARTICLE 30

COMPLETE AGREEMENT AND NON-WAIVER PROVISION

Section 1. This Agreement is the complete Agreement between the parties, cancels all prior practices and agreements, and, except as expressly provided for herein, relieves the parties of the obligation to bargain on any subject during the term of this Agreement.

Section 2. There is no past practice that results in a monetary benefit except as set forth expressly in this Agreement. All bargaining unit members are covered under the terms of this Agreement, Departmental Rules and Regulations and the City's Employee Handbook, and not under any Civil Service Rule/Regulation heretofore in existence.

- (a) When the City intends to make changes to City or Departmental Administrative Rules or Regulations, Policies, Handbook, Procedures, or other terms and conditions of employment of bargaining unit members, the City will provide written notice to the PBA. This notice will include a description of the change and an implementation date which shall be no less than thirty (30) days from the date of notice.
- (b) If the PBA believes that that modification constitutes a change to wages, benefits or conditions of employment, PBA will have fifteen (15) calendar days from date of notice to advise the City if the PBA is requesting pre-implementation or post implementation impact bargaining and to identify with specificity the manner in which the modification affects the rights of its members. The PBA response shall include three (3) dates and times when the PBA is available to meet with the City to discuss/bargain the modification, excluding dates in the first ten (10) days following the PBA request. When bargaining is requested, it shall begin no less than ten (10) days following the PBA's request and shall be concluded within fourteen (14) days following the first bargaining session.
- (c) This provision is not a waiver, restraint or limitation on the City's management right to determine unilaterally the purpose of its Police Department, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Further, this provision is not a waiver of the City's rights or the PBA's rights under Chapter 447, Florida Statutes.

Section 3. Nothing in this Agreement shall be construed or interpreted as a waiver of the PBA's right to request bargaining or impact bargaining.

Section 4. Nothing in this Agreement shall be construed or interpreted as a waiver or limitation on the City's management rights.

ARTICLE 31

SEVERABILITY

Section 1. If any provision of this Agreement is found to be invalid by any courts having jurisdiction in respect thereof, such findings shall not affect the remainder of this Agreement, and all other terms and provisions shall continue in full force and effect.

Section 2. In the event of such a finding, the Parties will meet within thirty (30) days to begin negotiations of a replacement Article or Section.

ARTICLE 32

DURATION

This Agreement shall take effect when ratified by the members of the collective bargaining unit and the City Commission and shall remain in effect until September 30, 2028. No base wage increase, step, cost of living, or other compensation adjustments, except increases resulting from an assignment, shall be paid beyond September 30th of each year, except as provided in a subsequent Memorandum of Understanding or Collective Bargaining Agreement.

ARTICLE 33

TAKE HOME VEHICLES

Section 1. The City agrees to continue the take home vehicle program during the term of this Agreement and to purchase as reasonably as possible the number of vehicles sufficient to supply eligible members of the bargaining unit.

Section 2. Eligibility:

- Members who reside within 60.0 miles of Police Headquarters (2100 High Ridge Road) are eligible for a Take Home Vehicle provided they:
 - Have successfully completed Field Training, and
 - Have not had their police powers suspended.
- Members who are on modified/light duty related to a workers' compensation claim who do not have driving restrictions are eligible based on the availability of an unmarked vehicle.
- Members who are on modified duty related to a non-work-related injury or temporary disability may be provided with an unmarked vehicle based on availability and seniority (ID number), provided their work restrictions do not prohibit driving.

Section 3. Vehicles will be assigned on the basis of seniority (by ID number), with seniority bumping rights for Members transferred to patrol.

Section 4. Assigned vehicles are not for personal use but for work only.

Section 5. Section 627.7491, Florida Statutes – Official law enforcement vehicles; motor vehicle insurance requirements:

This statute took effect 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 City 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.”
 - a. The City and Union define “distinct deviation” as any personal use of a 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 on a member’s reasonable commute route is considered *de minimis*.

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.”

ARTICLE 34

OFF-DUTY DETAILS

All off-duty details (worked performed for a second-party employer) require prior written approval by the Chief of Police (or Designee). Police Department Index Code 712 applies except as modified in this Article. Sworn Law Enforcement Officers in positions outside of PBA bargaining units are not prohibited from participating in the off-duty details program.

The City will continue coordinating off-duty details. The net rate of pay for off-duty details paid to the officer will be set by the PBA, but no less than fifty dollars (\$50.00) per hour with a three (3) hour minimum. PBA may change this rate at any time with a minimum of fifteen (15) calendar days of written notice to the City.

The City will act as the conduit for payment for off-duty details from the second-party employer to the officer. The City may contract with a company or individual for processing. Payment to the officer is contingent on collection from the second-party employer.

Any payments for off-duty detail work performed on behalf of a second-party employer shall not be considered compensation for pension calculation purposes².

Each officer working an off-duty detail is deemed to be an independent contractor of the second-party employer. However, police officers on off-duty details shall be permitted to utilize a City police uniform, radio, and vehicle. For such usage, the City shall receive \$7.00 dollars per hour for every detail worked to offset equipment costs.

Details shall be assigned only to those officers who are off duty and no officer shall accept any off-duty detail when it interferes with his/her normal working hours. No swap of time is permitted to accommodate an off-duty detail.

Each officer, while working off-duty details, shall adhere to City conduct standards. Any misconduct or breach of policies, rules and regulations will be handled through the Department the same manner as any on-duty activity.

² (4) "Compensation" or "salary" means, for non-collectively bargained service earned before July 1, 2011, or for service earned under collective bargaining agreements in place before July 1, 2011, the total cash remuneration including "overtime" paid by the primary employer to a police officer for services rendered, but not including any payments for extra duty or special detail work performed on behalf of a second party employer; § 185.02, Fla. Stat. Ann.

BB Pension Code: Compensation or salary. The total cash remuneration including lump sum payments for accumulated sick and vacation leave and "overtime" paid by the primary employer to a police officer for services rendered, but not including any payments for extra duty or a special detail work performed on behalf of a second party employer paid directly to the police officer by the second party employer.

Any police officer who is on sick leave, workers' compensation or working light duty will not work any off -duty detail during that period.

Any police officer on leave due to disciplinary matters shall not work off-duty details during the period of that suspension or removal from active duty.

The Police Chief may suspend an employee's right to work off- duty details as a component of disciplinary action or as a component of a Performance Improvement Plan as a result of a conduct violation committed while on an off-duty detail.

All Bargaining Unit Members assigned to cover off-duty details may report directly to their assignment without prior checking in or out at the police station; however, members must advise a supervisor personally or by radio. Bargaining unit members assigned to an off-duty detail shall comply with all current City and Department policies and procedures in effect.

ARTICLE 35

PENSION

Section 1. Bargaining unit members are members of the City's Police Officers' Pension Fund. Eligibility, contributions, benefits, and other provisions of the Pension Fund shall be governed by the applicable ordinance.

Recent Historical Changes During Bargaining

- Bargaining Unit Members hired on or after October 1, 2015, will have a pension multiplier of three percent (3%).
- The vesting period for Police Officers and Detectives hired on or after October 1, 2016, is ten (10) years.
- Upon ratification of the Agreement ending September 30, 2019, the City and the Union conformed to the statutory requirement to negotiate provisions of SB 172, codified as Laws of Florida 2015-39 by entering into a Mutual Consent Agreement, which provided that the Union to pay the City a total of \$60,000 in \$30,000 increments in November 2017 and November 2018.
- Employees hired on or after October 1, 2016: Early Retirement/Deferred Vested Retirement – 50 years of age with 10 years of credited service.
- ALL: Maximum Retirement Benefit shall not exceed eighty-five percent (85%) provided that, in all cases, the benefit is at least 2.75% for each year of service.
- DROP – Employees hired on or after October 1, 2019, will receive interest at a rate of 0% - 8% depending on plan performance. These members will be required to remove their money from the DROP as stipulated in the DROP Ordinance.
- DROP – Effective October 1, 2022, all active members are eligible to participate in an eight (8) year DROP with a seven percent (7%) guaranteed interest rate on their full DROP balances. Members are required to resume contributions at three percent (3%) for years six (6) through eight (8) of the DROP, if they opt to participate. Active members who have already entered the DROP are eligible to extend their DROP provided they are not required to separate from service prior to October 1, 2022.
- Effective October 1, 2024, the normal retirement eligibility is from the completion of the earlier of attainment of age 55 with at least 10 years of credited service or completion of 20 years of credited service regardless of age.

ARTICLE 36

NO STRIKE OR LOCK-OUT

Section 1. "Strike" means the concerted failure to report for duty, the concerted absence of Sergeants from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of Sergeants from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, picketing or demonstrating in furtherance of a work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

Section 2. Neither the Union, nor any of its officers, agents and members, nor any employee organization members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage of work, illegal picketing, or any other interruption of the operations of the City.

Section 3. Each Sergeant who holds a position with the City occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in section 447.505, Florida Statutes and the Constitution of the State of Florida. Accordingly, the Union, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other employees and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

Section 4. Any or all Sergeants who violate any provisions of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the City.

ARTICLE 37

WORKERS' COMPENSATION AND LEAVES OF ABSENCE

Section 1. Workers' Compensation

- A. A bargaining unit member covered by Chapter 440, Florida Statutes, Workers' Compensation, and in accordance with provisions set forth hereunder, shall be authorized to be absent from work due to injury or illness incurred while on duty, and directly related to work performed, until (s)he reaches maximum medical improvement or 104 weeks, whichever comes first.
- B. The City is self-insured for Workers' Compensation. The City's Risk Management Division coordinates claims management for work-related injuries and illnesses. For information and policies regarding Workers' Compensation, contact the Risk Management Division.
- C. Members who are unable to work due to a work-related injury or illness are entitled to have their workers' compensation payments supplemented for up to ninety (90) days to ensure they receive one hundred percent (100%) of their normal base pay, unless otherwise negotiated in a workers' compensation hearing.
- D. The City follows the provisions of Chapter 440, Florida Statutes, Workers' Compensation. Bargaining Unit members who require follow-up medical treatment are required to attend appointments while off duty. In the event a Bargaining Unit member needs to attend an appointment while on duty, due to scheduling conflicts identified by Command Staff, the member must use his/her available Sick Leave or compensatory time and vacation time if the member has no available Sick Leave.
- E. Reporting Work-Related Injuries/Illnesses:
 - 1. An employee who sustains a work-related injury or illness is required to immediately notify his/her supervisor and/or the Risk Management Division. Notification to the Risk Management Division is made 24/7 by calling: (561) 742-6677 or e-mailing: riskmanagement@bbfl.us. An employee who fails to promptly notify his/her supervisor or the Risk Management Division is subject to disciplinary action, including termination of employment.
- F. FMLA in Conjunction with Workers' Compensation:
 - 1. To the extent permissible by Law, the City designates lost time in conjunction with a workers' compensation claim as FMLA for members who meet the eligibility requirements and who have not yet exhausted their rolling 12-month hours' entitlement.

Section 2. **Modified Work (Light Duty)**

A. Modified Work Assignments (Workers' Compensation):

1. An employee who has been released to work with restrictions may be accommodated with a modified work (light duty) assignment at the discretion of the Division Director of Risk Management (or Designee) in consultation with the Police Chief (or Designee). An employee may choose to accept or decline the modified work assignment. If an employee declines an offer of a modified work assignment, the employee will be required to remain at home until released to full duty with no restrictions, and during this time, (s)he will be required to use accrued and available leave time in the following order: sick and vacation. Additionally, an employee who declines an offer of a modified work assignment and who meets the eligibility requirements for leave under FMLA will have his/her time off automatically designated as FMLA.
 - (a) For more information regarding modified work as it pertains to Workers' Compensation, contact the Risk Management Division.

B. Modified Work Assignments (Other):

1. The City complies with the Americans with Disabilities Act Amendments Act (ADAAA) to provide reasonable accommodations to employees who request them and are qualified. An employee may request an accommodation and/or more information by contacting the Human Resources Department.

Section 3. **Leaves of Absence**

A. Family and Medical Leave Act (FMLA):

1. An employee who has worked for the City for at least twelve (12) months and who has worked at least one thousand two hundred fifty (1,250) hours in the preceding twelve (12) months is eligible to request job-protected leave under FMLA for qualified reasons as defined by the law.
2. Requests for leave under FMLA must be submitted in writing on the designated form to the Human Resources Department. Leaves under FMLA are approved by the Director of Human Resources and the City Manager. Human Resources may designate as FMLA an eligible employee's qualified leave, including lost time due to a Workers' Compensation claim.

- (a) For more information regarding leave under FMLA, contact the Human Resources Department.

B. Americans with Disabilities Act Amendments Act (ADAAA):

- 1. An employee may be entitled to leave as an accommodation for his/her disability under the ADAAA.
 - (a) For more information regarding a leave accommodation under ADAAA, contact the Human Resources Department.

C. Military Leave:

- 1. The City complies with Military Leave pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and section 115.07, Florida Statutes.
- 2. An employee must immediately notify the Human Resources Department upon notice of his/her need for Military Leave.
 - (a) For more information regarding Military Leave, contact the Human Resources Department.

D. Leave of Absence (Other):

- 1. An employee who is not eligible for leave under FMLA, ADAAA, or Military Leave may request a Leave of Absence for up to ninety (90) days.
- 2. A request for a Leave of Absence must be submitted in writing to the City Manager via the Director of Human Resources. The City Manager, in consultation with the Director of Human Resources and the Police Chief (or Designee), will consider an employee's request for a Leave of Absence on a case-by-case basis, with the operational needs of the City being a primary factor in whether or not the leave may be granted. An employee who is on an approved Leave of Absence is subject to being recalled to service upon notice of the City Manager (or Designee). The City Manager's determination is final and is not subject to further review, appeal, grievance, or arbitration process.
- 3. Any approved Leave of Absence will require an employee to utilize his/her paid leave time in the following order: compensatory time, vacation, and sick. Once the employee has exhausted all available accrued time, the remainder of the Leave of Absence will be without pay. An employee will not accrue vacation or sick hours while on a Leave of Absence. The employee is responsible for the full cost

of insurance premiums for work weeks in which (s)he is in an unpaid status for more than twenty-four (24) hours.

E. Paid Parental Leave:

The Union and the City agree to the Paid Parental Leave (PPL) provisions.

1. Qualifying Events:
 - i. Birth of a child.
 - ii. Adoption of a child.
 - iii. Foster Care Placement.
2. The Union and City agree that employees may qualify for four (4) weeks of Paid Time Off in conjunction with approved FMLA submission, which would begin the day the child was born or placed in custody with the employee.
3. The employee must submit proof of birth or placement within five (5) business days of the child's birth or placement.
4. The employee shall submit all required documentation needed for this provision within the provided timelines.
5. Paid Parental Leave shall remain in effect until such date as the City removes this benefit from the Employee Handbook.

ARTICLE 38

QUALIFICATIONS FOR A BARGAINING UNIT POSITION

Eligibility for hiring or promotion to a position in the bargaining unit shall be as follows:

- (a) Five (5) years of continuous experience as a Police Officer or Detective First Grade with the City of Boynton Beach immediately prior to hiring or promotion; and
- (b) Must possess on effective date of hire and thereafter maintain FDLE certification; and
- (c) Must possess on effective date of hire and thereafter maintain a valid Florida driver's license.

ARTICLE 39

PROMOTIONS

Section 1.

The promotional process will take place when a vacancy is expected and/or available for the rank of Captain.

Section 2.

Promotion eligibility lists shall remain in effect and may be utilized for promotions for one (1) year. Vacancies that occur after the expiration of a list but prior to the certification of a new list shall be filled from the new list. Vacancies that occur prior to the expiration of a promotional eligibility list will be filled from the list existing at the time of the vacancy in accordance with this Article.

Section 3.

For all promotional processes, the City shall give notice sixty (60) days before the scheduled promotional examination date. The notice shall include the examination date, the areas that the examination will cover, and the sources from which the examination is drawn. The examination materials shall reasonably reflect the job duties of the position.

Section 4.

Bargaining unit members must apply as directed in the promotion announcement for the posted position by the specified closing date in the announcement.

Unit Members must request Veteran's Preference and submit documentation in support of such request at the time of application.

Section 5.

There will be no make-up promotional examinations. However, upon request and if the employee can make testing arrangements suitable to the City with a state-approved police academy or an accredited university, or a military approved facility before a commanding officer, the City will make special testing arrangements to administer tests at the same date and time and under similar conditions to candidates who cannot appear at the regular test site due to: 1) Active Military Services; 2) approved bereavement leave requiring travel outside Palm Beach County, or 3) a catastrophic health emergency involving the employee's family, which is limited to spouse, children, parents, and grandparents if they reside with the employee.

Section 6.

A. Examination Provisions

1. The City agrees to use only job-related promotional examinations, approved by the Chief of Police.
2. The law enforcement Captain's examination will consist of a PHP (Professional History Portfolio), and an assessment process.

B. Selection Process

Successful candidates will be ranked on the Eligibility List for law enforcement Captain based on their scores in the PHP, assessment and seniority, and education as follows:

Professional History Portfolio (PHP)	10%
Assessment Process	90%
Seniority with the City and Education*	7%

*Candidates shall receive one-half (1/2) point for each completed year of sworn service with the Boynton Beach Police Department in their current law enforcement rank for a maximum of ten (10) years or five (5) seniority points.

*Education points will be credited as follows:

Law Enforcement Captain

Bachelor's Degree	1 point
Master's Degree	2 points

*Upon successful completion of the PHP and assessment process, seniority and education points will be added to the final score earned.

*Candidates may qualify for Veterans Preference under Florida Statutes.

*Education points will be awarded based on the member's highest level of education as of the announcement's closing.

Section 6.

All promotions from the bargaining unit shall be made by utilizing a member on the promotional eligibility list who has not been suspended for three (3) days or more for any one (1) incident within an eighteen (18) month period prior to the date of the promotion. The Chief of Police may

delay or deny a promotion with respect to any person who is the subject of an active investigation by any law enforcement agency.

Section 7.

All promotions shall be made utilizing a rule of five (5), i.e., each promotion must be made from among the then-current top five (5) persons on the promotional eligibility list.

Section 8. Law Enforcement Captain

No person will be admitted to an examination for the promotion to Law Enforcement Captain until he or she has served at least three (3) years continuous full-time service as a Police Sergeant with the Boynton Beach Police Department and possesses a Bachelor's Degree by the closing date listed on the promotional announcement. Otherwise qualified candidates who do not possess a Bachelor's Degree must have five (5) years of continuous experience as a Police Sergeant with the Boynton Beach Police Department to be promoted to the rank of Captain. If promoted, the member will be required to obtain their Bachelor's Degree within four (4) years of their promotion date. If the member does not obtain their degree within the aforementioned timeframe, they will be subject to demotion at the discretion of the City Manager.

ADDENDUM "A"

DRUG FREE WORKPLACE POLICY

PURPOSE AND SCOPE

This policy establishes the City's commitment to maintaining a drug-free workplace in compliance with section 440.102, Florida Statutes, and Florida Administrative Code 59A-24, which the City adopts by reference. The City recognizes that substance abuse poses significant health, safety, and security risks to employees, visitors, and the community we serve.

POLICY STATEMENT

The City prohibits the use, possession, distribution, dispensation, manufacture, or sale of illegal drugs, unauthorized controlled substances, alcohol, or drug paraphernalia on City premises, in City vehicles, or while conducting City business. Employees must not report to work or remain at work while under the influence of alcohol or drugs that impair their ability to perform job duties safely and effectively.

TESTING CIRCUMSTANCES

The City may require drug testing under the following circumstances:

- Pre-employment
- Reasonable suspicion
- Post-accident or injury
- Follow-up testing after completion of a rehabilitation program
- Random testing for safety-sensitive positions
- Fitness for duty

IMPAIRED EMPLOYEES

An employee reporting for work visibly impaired shall be considered unable to perform the required duties properly and will not be allowed to work. If possible, the supervisor should first seek another supervisor's opinion of the employee's condition. Then the supervisor, together with a representative from the Personnel Department, should consult privately with the employee to rule out any problem(s) that may have been caused by prescription drugs.

If, in the opinion of the supervisor and a representative of the City Manager's office, the Personnel Director, or their department representative, the employee is considered impaired, the employee should be sent home after drug testing by a medical facility. If the need for testing arises when no medical facility is open, then the employee will be tested by a qualified vendor, which is selected by the City and has the sole responsibility for testing administration. Transportation shall be arranged by taxi or other safe transportation alternative, depending on the determination of the

observed impairment, accompanied by the supervisor or another employee if necessary. An impaired employee shall not be allowed to drive. The prescribed test direction form shall be completed by the supervisor.

When an off-duty employee is called back to work and that employee has consumed alcoholic beverages within four (4) hours, that employee shall disclose such use and decline callback. An employee shall not be disciplined for refusing to respond to a callback when such employee has a reasonable belief that they could not pass an alcohol blood level test. Employees who are on standby may be subject to a callback and should not engage in social drinking, and may not decline a callback without being subject to discipline.

PRESCRIPTION MEDICATIONS

Prescription drugs prescribed by the employee's physician may be taken during working hours. The employee shall notify the supervisor if the use of properly prescribed drugs will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

CONSEQUENCES OF POLICY VIOLATIONS

Refusal to Test

- a. An employee who refuses to submit to a drug test will be subject to discipline, up to and including termination. The employee may also forfeit eligibility for all workers' compensation medical and indemnity benefits.
- b. A job applicant who refuses to submit to a drug test will not be hired.

Positive Test Results

The City may institute disciplinary action, up to and including termination, for any employee with a positive, confirmed drug test.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City provides an Employee Assistance Program (EAP) that offers confidential assessment, counseling, and referral services for employees dealing with substance abuse issues.

It is the responsibility of the City's supervisors to counsel with an employee whenever they see changes in performance that suggest an employee problem. The supervisor may suggest that the employee voluntarily seek help from the EAP or decide that the severity of the observed problem is such that a formal referral to the EAP should be made.

An employee's voluntary decision to seek assistance from the EAP prior to any incident warranting disciplinary action will not be used as the basis for disciplinary action or in any disciplinary proceeding.

On the other hand, using the EAP will not be a defense to the imposition of disciplinary action where facts establishing a violation of this policy are obtained outside of the EAP. Accordingly, the purpose and practices of this policy and the EAP are distinctly separate in their applications.

CITY-SPONSORED EVENTS EXCEPTION

This policy shall not apply to City-sponsored events at which alcohol may be served. "City-sponsored events" means official functions organized, funded, and approved by City administration or the City Commission that are held for ceremonial, celebratory, or community engagement purposes. These include official functions such as annual employee recognition ceremonies, retirement celebrations, holiday parties, community festivals or celebrations where the City is the primary organizer, ribbon-cutting ceremonies, economic development events, and official receptions for dignitaries or special guests. All employees are expected to consume alcohol responsibly at such events and arrange for safe transportation if alcohol is consumed. The exception does not apply to members who are on duty, in uniform while off duty, or carrying a firearm, regardless of duty status.

CONFIDENTIALITY

All information, interviews, reports, statements, memoranda, and drug test results shall be kept confidential to the extent permitted by Florida law.

METHOD(S) OF REPORTING

Employees may report violations of this policy to Internal Affairs.

PREVAILING AUTHORITY

This policy is intended to comply with section 440.102, Florida Statutes, and Florida Administrative Code 59A-24. In the event of any conflict between this policy and applicable Federal, State, or local laws or regulations, including but not limited to section 440.102, Florida Statutes, and Florida Administrative Code 59A-24, the provisions of such laws or regulations shall control and take precedence. Any provision of this policy found to be contrary to or inconsistent with applicable law shall be deemed modified to the extent necessary to comply with such law.

CONFLICTS

In the event of any conflicts between this policy and a collective bargaining agreement, the terms of the collective bargaining agreement shall control. Nothing in this policy shall be construed to supersede, modify, or nullify any terms and conditions outlined in a collective bargaining agreement. Where this policy provides a benefit not addressed in a collective bargaining agreement, eligible employees may still receive such a benefit.

ADDENDUM "B"

TUITION ASSISTANCE PROGRAM

PURPOSE

To provide financial assistance to eligible full-time regular employees enrolled in undergraduate or graduate degree programs at accredited institutions when the City determines such education to be directly beneficial to the employee's current job or for advancement within their career path. This program is funded when appropriated and approved in the City's Police Department's annual budget, but will be funded at a minimum of \$45,000 per fiscal year for the term of this agreement.

SCOPE (Modified for PBA Sergeants)

Eligible participants include:

- Full time, non-probationary, employees covered under a PBA Collective Bargaining Agreement.
- Employees must be "in good standing" with the City at the time of application through the time of reimbursement in order to receive reimbursement through this program.

Ineligible participants:

- Employees not "in good standing" with the City.

DEFINITIONS

1. **Accredited college or university:** A college or university documented in the U.S. Department of Education's Office of Postsecondary Education Database of Accredited Postsecondary Institutions and Programs. The Director of Human Resources reserves the right to consider and approve or deny any institution not listed in this database.
2. **Full-time:** An employee in a job classification designated as full-time and scheduled to work a minimum of thirty (30) hours per workweek.
3. **"In good standing":** An eligible employee who:
 - Is actively employed from program enrollment through reimbursement.
 - Has not been in an unpaid leave status of more than sixteen (16) hours for any calendar week during this period.
 - For one (1) year before enrollment through reimbursement, has not received sustained discipline of an unpaid suspension exceeding twenty-four (24) hours or three (3) days and has not been demoted for disciplinary reasons.
4. **Non-probationary:** An employee who has completed their initial probationary period. Employees on probation solely due to promotion or reclassification who have been

employed full-time with the City for more than one (1) year are considered "non-probationary" for this policy.

POLICY

- The City's Human Resources Department coordinates the program. Eligible employees must enroll, follow all procedures, and sign a Program Agreement acknowledging program requirements and obligations which are set forth herein.
- Each fiscal year this program is funded, the Director of Human Resources will establish eligible reimbursement expenses and amounts, setting the fiscal year maximum reimbursable amounts per person. These amounts will be listed on the then-current Enrollment Form and Program Agreement.
- Applications are considered in order of receipt. Available funds will be reimbursed until the end of each funded fiscal year or until funds are exhausted.
- The Director of Human Resources is responsible for interpreting and administering this policy. Participation is voluntary, and no aspect of this policy or program is subject to any grievance or appeal process.

A. Standard Reimbursement Program

The standard tuition assistance program applies to all eligible employees enrolled in Associate, Bachelor's, or Graduate degree programs:

1. **Credit Hour Limitation:** Maximum of twelve (12) credit hours per funded fiscal year, except for approved accelerated graduate programs as outlined below.
2. **Reimbursement Amounts:** Based on degree type (Associate, Bachelor's, or Graduate) and established each fiscal year by the Director of Human Resources. These maximum reimbursement amounts will be listed on the current participation forms.
3. **Textbook Reimbursement:** Maximum amount established each fiscal year by the Director of Human Resources.

B. Funding and Reimbursement Cycles

Program funding is split into two pools based on typical academic calendars:

- Reimbursement Period One: For courses between August and December
 - Reimbursement Application deadline: January 31st
 - Reimbursement issued in February
- Reimbursement Period Two: For courses between January and July
 - Reimbursement Application deadline: August 31st
 - Reimbursement issued in September

If funding remains available after processing Period Two Reimbursements, eligible but unreimbursed Period One applications may be reconsidered.

C. Ineligible Courses

The following courses are ineligible for reimbursement under all circumstances:

- Courses covered by non-refundable financial aid, scholarships, or other governmental assistance.
- Seminars.
- Internships.
- Courses earning only Continuing Education Units (CEUs).
- Exam preparation courses or entrance exams.
- Courses taken as "audit only."
- Courses graded only as "Pass/Fail."
- Courses issuing credit only as "Life Experience" and/or "Portfolio."
- Courses fulfilling only physical education or sexual education requirements.
- Courses not part of an employee's approved degree program.
- Courses taken by employees not enrolled in a degree program.

D. Reimbursement Structure

Reimbursement percentage for courses and textbooks is determined by course grade:

- A = 100%
- B = 75%
- C = 50%
- D or F = 0% (ineligible for reimbursement)

Additional stipulations:

1. Employees receiving "Incomplete" or who withdraw from a course are ineligible for reimbursement.
2. Tuition assistance up to the IRS maximum in any calendar year is excluded from tax; any amount above this will be treated as taxable income.
3. Employees who separate from employment for any reason other than City-initiated layoff or termination within twenty-four (24) months after receiving assistance authorize the City to deduct reimbursement amounts from any payout otherwise due. Employees ineligible for payout or with insufficient payout value must repay the City.
4. Deadlines are non-negotiable and will not be extended. Employees are solely responsible for submitting all required documentation in a timely manner.

ACCELERATED GRADUATE PROGRAM REIMBURSEMENT

All policies and procedures applicable to the Standard Reimbursement Program apply to the Accelerated Graduate Program, except to the extent modified below.

A. Definition of Accelerated Graduate Program

An accelerated program is one where a graduate degree is completed in a shorter time than the traditional academic schedule, involving more intensive coursework and/or a compressed study timeline.

To qualify, the program must:

- Maintain the same total credit hours as the traditional program version
- Lead to an identical degree or credential
- Meet all accreditation standards applicable to the traditional program

Required documentation includes:

- Official accelerated program curriculum outline
- Official degree completion plan documenting the timeline
- Program materials detailing course load and intensive schedule
- Verification from the institution's registrar explicitly stating the accelerated nature of the program compared to the traditional timeline

Programs that do not meet all criteria will not qualify for accelerated program benefits. The City reserves the right to request additional documentation.

B. Enhanced Funding for Accelerated Graduate Programs

Employees enrolled in qualifying accelerated graduate degree programs will be eligible to receive double the maximum allowable reimbursement amount for tuition and textbooks within a given fiscal year:

1. Tuition and Fees Reimbursement:

- The total maximum allowable reimbursement for tuition and fees will be doubled from the standard graduate program amount.

2. Textbook Reimbursement:

- The maximum allowable textbook reimbursement will also double the standard amount.

3. Credit Hour Limitation:

- Employees enrolled in accelerated graduate programs will be eligible for reimbursement for no more than 24 credit hours per funded fiscal year, regardless of the number of credits attempted or completed.

C. Eligibility Requirements for Accelerated Graduate Programs

- Employees must submit an official enrollment plan showing the program's accelerated nature and condensed timeline.

- Employees must demonstrate they remain on track to complete the program within the outlined timeframe.
- Proof of continued progress and enrollment must be provided each semester/term
- Employees must meet the same grade requirements as outlined in this policy.

D. Application Process for Accelerated Graduate Programs

- Employees will follow the same application process as other participants.
- Enrollment in an accelerated graduate program must be clearly indicated on the Enrollment Form.
- Documentation must reflect the shortened timeline and increased coursework load and demonstrate continued progress toward completion.

PROCEDURES

A. This program will be capped at an aggregate budget of \$45,000 per fiscal year for the term of this Agreement.

B. Eligible employees seeking reimbursement must submit an Enrollment Form and Program Agreement. The Enrollment Form allows Human Resources to evaluate eligibility, while the Program Agreement confirms the employee understands the program and their obligations.

C. Forms must be submitted each funded fiscal year of participation. No reimbursement will be considered without current approved forms.

Submission and Processing:

1. Human Resources will log and review completed forms to confirm eligibility.
2. Employees will receive written notification of approval or denial.
3. A separate reimbursement application is required for each course, and it is accepted on a rolling basis per reimbursement period.
4. Applications with required documentation must be submitted via email to hr@bbfl.us with the subject line "Tuition Assistance Program."
5. Human Resources will review applications in the order received and process reimbursements accordingly.

PROGRAM PARTICIPATION AND REIMBURSEMENT ELIGIBILITY

- Applications will be considered for courses beginning on or after August 1st or January 1st, as applicable.
- All documentation must be received within thirty (30) days following the last date of the term/session. No reimbursements will be processed outside the fiscal year.

- Copies of original receipts are required. Failure to provide proper documentation results in ineligibility.
- Reimbursement amounts will be based on degree type (Associate, Bachelor's, or Graduate) and established each fiscal year by the Director of Human Resources.
- Reimbursement will cover eligible tuition, fees, and required textbooks, with the maximum amount determined by course grade.
- No employee will be reimbursed for more than twelve (12) credit hours per funded fiscal year, except for approved accelerated graduate programs as outlined below.
- Maximum reimbursement amounts per degree type and for textbooks will be established each fiscal year and listed on the current participation forms.
- Participants must remain "in good standing" with the City, as defined above, throughout the program.

TAX IMPLICATIONS FOR ALL TUITION REIMBURSEMENT PROGRAMS

- The IRS allows a certain amount in educational assistance benefits to be excluded from an employee's taxable income per calendar year under Section 127 of the Internal Revenue Code.
- Any reimbursement amount exceeding the IRS exclusion limit in a calendar year will be:
 - Reported as taxable income on the employee's W-2 form.
 - Subject to applicable federal and employment tax withholdings.
 - Reflected in the employee's regular payroll processing.
- The City will:
 - Track cumulative reimbursements per calendar year.
 - Process applicable tax withholdings for amounts exceeding the tax-free threshold.
 - Report taxable educational benefits on employee W-2 forms.
 - Provide notice to employees when their reimbursements approach the tax-free threshold.
- Employees acknowledge that acceptance of tuition reimbursement may result in additional taxable income and associated tax liability.
- This applies to all participants and may particularly impact accelerated graduate program participants due to their higher reimbursement amounts.

SIGNATURE PAGE

Agreed to this 18th day of September 2025, by and between the respective Parties through the authorized representatives of the PBA and the City.

[Signature]
Witness
[Signature]
Witness

PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION

By: [Signature]
John Kazanjian, President

By: [Signature]
Katie Mendoza, Legal Counsel

CITY OF BOYNTON BEACH

By: [Signature]
Rebecca Shelton, Mayor

[Signature]
Witness

[Signature]
Witness

ATTEST:
[Signature]
Maylee De Jesus, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

[Signature]
Shawna G. Lamb
City Attorney

[Signature]
Daniel Dugger, City Manager



Ratified by City Commission

September 18, 2025
Date

Ratified by Union

9/10/25
Date