

Tentative CBA – February 17, 2026

AGREEMENT BETWEEN  
THE CITY OF RIVIERA BEACH, FLORIDA  
AND  
PALM BEACH COUNTY POLICE BENEVOLENT  
ASSOCIATION  
(POLICE CAPTAINS)

OCTOBER 1, 2025 Through SEPTEMBER 30, 2028

## Table of Contents

<b>PREAMBLE</b> .....	3
<b>ARTICLE 1: RECOGNITION</b> .....	4
<b>ARTICLE 2: TERMS OF AGREEMENT</b> .....	5
<b>ARTICLE 3: REPRESENTATION OF THE CITY</b> .....	6
<b>ARTICLE 4: REPRESENTATION OF THE PBA</b> .....	7
<b>ARTICLE 5: DUES DEDUCTION</b> .....	8
<b>ARTICLE 6: NO STRIKE PROVISION</b> .....	9
<b>ARTICLE 7: MANAGEMENT RIGHTS</b> .....	10
<b>ARTICLE 8: BULLETIN BOARD</b> .....	11
<b>ARTICLE 9: HOLIDAYS</b> .....	12
<b>ARTICLE 10: BEREAVEMENT LEAVE</b> .....	13
<b>ARTICLE 11: VACATION</b> .....	14
<b>ARTICLE 12: SICK TIME</b> .....	16
<b>ARTICLE 13: WORKWEEK AND OVERTIME</b> .....	17
<b>ARTICLE 14: COURT PAY</b> .....	18
<b>ARTICLE 15: CLEANING ALLOWANCE</b> .....	19
<b>ARTICLE 16: CALL OUT</b> .....	20
<b>ARTICLE 17: SENIORITY</b> .....	21
<b>ARTICLE 18: GRIEVANCE PROCEDURES</b> .....	22
<b>ARTICLE 19: DISCIPLINE</b> .....	25
<b>ARTICLE 20: WAGES</b> .....	26
<b>ARTICLE 21: RULES OF CONSTRUCTION</b> .....	27
<b>ARTICLE 22: PROVISION IN CONFLICT LAW</b> .....	28
<b>ARTICLE 23: MISCELLANEOUS</b> .....	29
<b>ARTICLE 24: DEFINITIONS</b> .....	30
<b>ARTICLE 25: DENTAL INSURANCE</b> .....	31
<b>ARTICLE 26: HEALTH INSURANCE/LIFE INSURANCE</b> .....	32
<b>ARTICLE 27: PENSION</b> .....	33
<b>ARTICLE 28: DRUG TESTING</b> .....	34
<b>ARTICLE 29: EMPLOYEES UNABLE TO PERFORM JOB DUTIES FOLLOWING ON-THE-JOB OR OFF-THE-JOB INJURY/JOB-RELATED OR NON-JOB-RELATED ILLNESS OR DISABILITY</b> .....	43
<b>ARTICLE 30: EDUCATION INCENTIVE</b> .....	45

## PREAMBLE

### Section 1:

This Agreement is entered into by and between the City of Riviera Beach, a municipal corporation in the State of Florida, hereinafter called the "Employer" or the "City," and the Palm Beach County Police Benevolent Association, hereinafter referred to as the "PBA" or "Association." The Agreement is applicable for employees covered by Public Employees Relations Commission Certificate No. 2074.

### Section 2:

The purpose of this agreement is to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively, to provide an orderly and peaceful means for resolving differences that arise concerning the interpretation or application of this agreement, and to set forth herein the basic and entire agreement between the parties in the determinations of wages, hours, and terms and conditions of employment.

### Section 3:

The parties recognize that the basic interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government, and by providing, in the most efficient manner, superior public service to the citizens of the community.

## ARTICLE 1: RECOGNITION

### Section 1:

The City of Riviera Beach hereby recognizes the Palm Beach County Police Benevolent Association as the exclusive representative for collective bargaining concerning wages, hours, and terms and conditions of employment for all employees in the bargaining unit.

### Section 2:

The bargaining unit covered by this Agreement is covered by Public Employees Relations Commission Certification No. 2074.

### Section 3:

The Association hereby recognizes the City Manager or City Manager's representative as the Public Employer's only representative for collective bargaining and the City recognizes the PBA President or the President's representative as the PBA's only representative for purposes of collective bargaining.

### Section 4:

For this agreement, the terms bargaining unit employees, members, and employees shall be synonymous.

### Section 5:

The City shall send notices and communications pertaining to this Agreement to:

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

**ARTICLE 2: TERM OF AGREEMENT**

Except as otherwise provided herein, this Agreement shall be effective upon ratification by the parties and shall continue in full force and effect until its expiration date, September 30, 2028.

**ARTICLE 3: REPRESENTATION OF THE CITY**

The City shall be represented by the City Manager or designee, who shall have the sole authority to enter into agreements on behalf of the City, subject to ratification by resolution of the City Council, if applicable. If the City Manager designates a representative to negotiate with the PBA, then such designated representative shall be empowered to fully engage in good faith collective bargaining and make tentative agreements subject to final approval by the City Manager or the City Council.

## ARTICLE 4: REPRESENTATION OF THE PBA

### Section 1:

The PBA shall be represented by the President of the PBA or by a person designated in writing to the City Manager by the President of the PBA. The President of the PBA or his designee shall have full authority to conclude a tentative agreement on behalf of the PBA, subject to ratification by a majority vote of the voting members.

### Section 2:

The PBA representative is the official representative of the PBA to negotiate with the City. Negotiations shall not be entered into with persons other than those described above, regardless of their positions or associations with the PBA. The PBA agrees to notify the City Manager, in writing, of any change in the designation of the President of the PBA, or any change in certified representatives of the PBA.

## **ARTICLE 5: DUES DEDUCTION**

### **Section 1:**

The PBA agrees to provide Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms to its members. The information entered on the forms, except for the members' signatures, must be either typed or legibly printed. These forms shall read as follows:

#### **AUTHORIZATION CARDS FOR DEDUCTION OF DUES**

I hereby authorize the City to deduct from my wages each pay period the current regular PBA dues and to transmit this amount to the treasurer of the Palm Beach County Police Benevolent Association.

**Date:**

**Name:**

**City ID Number:**

**Address:**

**Signature:**

### **Section 2:**

Upon receipt of from a bargaining unit member of a Dues Deduction Authorization form, the City shall deduct the current regular association dues on a bi-weekly basis and remit such deductions to the treasurer of the PBA. The PBA will notify the City, in writing, at least thirty (30) days before any change in the PBA dues structure. The City is prohibited from any involvement in the collection of fines, penalties, or special assessments and shall not honor any request of this nature, other than for association dues.

### **Section 3:**

Any employee may, at any time, revoke his/her dues deduction request by submitting a Stop Dues Deduction form to the City's Payroll Division with a copy to the PBA.

## **ARTICLE 6: NO STRIKE PROVISION**

### **Section 1:**

The PBA and its members agree not to instigate, promote, sponsor, or engage in a strike, work stoppage, slowdown, or other form of interference with the operation and mission of the City as prohibited by Florida Statute.

### **Section 2:**

Any employee who participates in or promotes a strike, work stoppage, slow down or other form of interference with the operation and mission of the City, as prohibited by Florida Statute, shall be subject to discipline up to and including discharge.

### **Section 3:**

In the event of a strike, work stoppage, slowdown, or interference with the operation and of the City as defined in Florida Statute Section 447.203(6), the PBA President shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring prompt resumption of normal operations. An authorized PBA representative shall notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with this article's provision(s). A court of competent jurisdiction shall determine if the actions taken by the PBA are sufficient enough to relieve the union of liability for damages caused to the City as a result of the strike.

### **Section 4:**

Failure to abide by the terms outlined in this Article may cause the City Council to terminate this Agreement. Should a court of competent jurisdiction declare that the PBA's actions are insufficient to relieve the PBA of liability, the City Council may also terminate the contract on the PBA's failure to abide by the agreement.

### **Section 5:**

Nothing contained herein shall interfere with the exercise of PBA, its, or bargaining unit members' right of free speech guaranteed by the Federal and State Constitutions.

## ARTICLE 7: MANAGEMENT RIGHTS

The PBA recognizes that the City has and will continue to retain, whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects. The powers or authority which the City has not officially abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. The City's rights shall include, but not be limited to, the following:

- A. To manage and direct the employees of the City.
- B. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.
- C. To suspend, demote, discharge, or take disciplinary action against employees from duties for just cause.
- D. To relieve employees from duty because of lack of work, business necessity, funds, or other legitimate reasons.
- E. To maintain the efficiency of the operations of the City.
- F. To determine the methods, means, and personnel, by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- G. To determine the organization of the City government.
- H. To determine the number of employees to be employed by the City.
- I. To determine the number, types, and grades of positions, or employees assigned to an organization unit, department, or project.
- J. To determine internal security practices.
- K. To determine those matters to be covered by the Civil Service System.
- L. To determine the minimum manning requirements to provide safety and security to the citizenry of Riviera Beach.

**ARTICLE 8: BULLETIN BOARD**

The City shall allow space within the Police Department for a bulletin board for Association notices and Union information. No derogatory or demeaning information against the City's personnel shall be posted on the bulletin board. The Chief of Police or designee shall determine if inappropriate information is posted and may order its removal.

## **ARTICLE 9: HOLIDAYS**

The City shall recognize the following days as Holidays:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. President's Day
4. Employee's Birthday (observed on Good Friday)
5. Memorial Day
6. Juneteenth (June 19)
7. Independence Day
8. Labor Day (First Monday in September)
9. Veteran's Day
10. Thanksgiving Day (Fourth Thursday in November)
11. Friday following Thanksgiving Day
12. Christmas Day (December 25)

When a holiday falls on a member's regular workday and the member is not required to work that day, the member shall receive the day off with pay.

When a member is required to work a holiday or when a holiday falls on a day on which the member was not scheduled to work, the member shall receive an alternate day off in lieu of the holiday.

## ARTICLE 10: BEREAVEMENT LEAVE

### Section 1:

In the event of the death of a member's mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, spouse, son, stepson, daughter, stepdaughter, grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law (direct sibling of employee's spouse), said employee shall be entitled to paid bereavement leave not to exceed three (3) working days for any one death.

### Section 2:

Five (5) days shall be granted if the funeral is held out of state.

### Section 3:

The City Manager may grant additional leave under this section if the circumstances warrant it. However, the City Manager's determination under this section shall be final and not subject to the grievance procedure.

## ARTICLE 11: VACATION

**Section 1:**

Vacation leave will accrue each pay period based on length of completed years of service with the City as follows:

<b>City Service</b>	<b>Vacation Hours per year</b>
Less than one year	48 hours
1-5 years	96 hours
6 years	104 hours
7 years	112 hours
8-10 years	120 hours
11 years	128 hours
12 years	136 hours
13 years	144 hours
14 years	152 hours
15 or more years	160 hours

**Section 2:**

The maximum vacation accrual for members is based on length of completed years of service with the City as follows:

<b>City Service</b>	<b>Maximum Accrual (Hours)</b>
Less than 5 years	192
6 years	208
7 years	224
8-10 years	240
11 years	256
12 years	272
13 years	288
14 years	304
15 or more years	320

When an employee reaches his/her maximum accrual, he/she will not be able to accrue additional vacation leave.

**Section 3:**

Requests for vacation should be made to the member's immediate supervisor and are subject to approval by the Police Chief or his/her designee.

**Tentative CBA – February 17, 2026**

**Section 4:**

**During the term of this Agreement, members may sell back up to a total of 160 hours of sick and vacation time to the City each year during the term of this Agreement. In order to take advantage of this benefit, members must have used at least 40 hours of vacation leave in the prior fiscal year. Requests to sell back time must be submitted in the form provided by the City by October 31 of each year.**

**Section 5:**

**In addition to vacation leave and for the during of this Agreement, members shall receive 24 hours of paid time off (“PTO”) each year. The PTO has no cash value and the member may not sell back such PTO to the City at any time.**

## **ARTICLE 12: SICK TIME**

### **Section 1:**

Any employee who is absent for three (3) consecutive working days shall provide a medical certificate to substantiate the employee's absence from regular duties and/or inability to perform work. In addition, if the Police Chief or his designee determines in his sole discretion that sick leave is being abused (including where an employee regularly uses sick leave as its accrued), the employee requesting such sick leave may be required to furnish a medical certificate to substantiate the employee's need to use sick leave. Abuse of sick leave, or a false claim for sick leave, may be considered cause for disciplinary action.

### **Section 2:**

An employee who is absent from work shall notify the Police Chief or designee of such absence. If possible, the absence should be reported before the start of any scheduled shift. Failure on the part of the employee to notify the department promptly of any absence for which sick leave is claimed may result in a denial of sick leave.

### **Section 3:**

An employee may donate sick leave to another employee within the bargaining unit when that employee suffers a job-related or non-job-related accident, injury, or illness and does not have sufficient vacation, sick, or personal holiday days accrued/available, or in the employee's bank, to cover the time the employee must be off work due to the employee's accident, injury, or illness, and no paid leave is available to them. Any donation of time is voluntary. Employees donating time must leave at least 7 days of leave in their account. Unused days not used by the requesting employee shall revert to the donating employee, or if the donating employee has terminated employment with the City, said days shall be forfeited by both the donating employee and the donor employee.

### **Section 4:**

Employees shall accrue sick leave at the rate of eight hours per month worked up to a maximum of 800 hours. If an employees reaches that cap, he/she will not be eligible to accrue additional sick time.

### **Section 5:**

Employees who separate service for any of the following reasons shall be paid for fifty percent (50%) of his/her accrued sick leave at his/her hourly rate at the time of such separation:

- a. Resignation/retirement in good standing
- b. Line of Duty Death
- c. Line of Duty Disability

**ARTICLE 13: WORKWEEK AND OVERTIME**

**Section 1:**

The parties agree that Captains are exempt under the FLSA and are not eligible for overtime pay.

**ARTICLE 14: COURT PAY**

If a Captain is required to attend court while off duty, he/she may take the amount of time that he/she is required to attend court off within a month of the court appearance, provided there is adequate staffing when the time off is requested at the discretion of the member's supervisor.

## ARTICLE 15: CLEANING ALLOWANCE

### Section 1:

The City will furnish uniforms to all members and all members will be required to wear the Police Department issued uniform in the style and manner determined by the Police Department.

### Section 2:

Any uniform or related equipment supplied by the City which is damaged or destroyed while a member is performing his/her job duties shall be replaced by the City at no cost. However, lost uniforms or uniforms damaged due to the neglect or failure to care for them will be replaced at the employee's cost.

### Section 3:

The City agrees to provide a uniform and clothing allowance for bargaining unit members as follows:

- A. All bargaining unit members shall receive \$20.00 per week for uniform maintenance.
- B. A bargaining unit member on leave without pay, extended leave, restricted duty, or not authorized to wear the Police uniform for one week, will not receive the uniform maintenance allowance until such member returns to full duty.

### Section 4:

Employees required to wear plain clothes shall, in November of each year, receive a six hundred dollars (\$600) clothing allowance. Any employee leaving plain clothes assignment or the employment of the City, for any reason shall return, on a prorated basis, clothing allowance for the remainder of the year. The City shall have the right to deduct from the employee's final paycheck an amount equal to the prorated clothing allowance.

### Section 5:

The City shall provide each member with a bulletproof vest. Bargaining unit members who fail to wear their vest while on duty or working a detail shall be subject to disciplinary action unless they receive express authorization from the Police Chief not to wear such vest.

### Section 6:

All employees who are provided uniforms and related equipment are required to wear uniforms or related equipment and report to work with said uniforms and equipment clean and neat in appearance.

### Section 7:

All items provided by the City shall remain the property of the City and are only to be used in accordance with Department policy. Upon separation, all items must be returned (or paid for) by the employee before their final paycheck will be issued.

**ARTICLE 16: CALL OUT**

If a Captain is required to report to work on a non-scheduled work day, and if approved by the member's immediate supervisor, he/she may take the amount of time that he/she is required to report to work off within a month of the call out.

## **ARTICLE 17: SENIORITY**

### **Section 1:**

Seniority shall be computed from the date of appointment/promotion to Captain. If two (2) or more Captains have the same date of captains' seniority date, the date of the employee's employment by the City as a sworn office shall be the determining factor.

### **Section 2:**

Seniority shall accumulate during all authorized leave.

### **Section 3:**

Departmental operations shall be the determining factor for the selection of vacations.

### **Section 4:**

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

### **Section 5:**

For layoffs and other non-disciplinary reductions in personnel, Police Captains will displace lower-ranking personnel if the department is required to lay off personnel. For example: if a Police Captain's position is to be abolished, the incumbent with the least seniority in the rank of Captain would displace a Police Sergeant.

## ARTICLE 18: GRIEVANCE PROCEDURES

### **A. DEFINITIONS**

1. A grievance is defined as any dispute involving the application or interpretation of this Agreement.
2. The term "employee" includes an individual within the bargaining unit covered by this Agreement.
3. The term "day" when used in this procedure, shall mean calendar days, Monday through Friday, excluding holidays.

### **B. WITHDRAWAL OF GRIEVANCE**

A grievance may be withdrawn by the grievant or the PBA at any time, and at any step of this procedure, provided, however, the same grievance may not be filed the second time by the same parties, after the grievance has been withdrawn. Additionally, any grievance not processed in accordance with the time limits provided shall be considered conclusively abandoned.

A grievance shall be processed as hereinafter provided:

#### **Step 1.**

Within seven (7) days of the event giving rise to the grievance, the PBA or the employee shall present a written grievance on the standard form provided for this purpose to the Police Chief. Within seven (7) days of submission of the grievance, the Police Chief or designee shall meet with the PBA or the employee or shall respond to grievance. If the Police Chief meets with the PBA or member, the Police Chief shall have seven (7) days from the meeting to respond to the grievance.

#### **Step 2.**

If the Union or grievant is not satisfied with the disposition of the grievance at Step 1, or if no disposition has been made within the time limits as provided in Step 1, the PBA may submit the grievance to the City Manager within seven (7) days from receipt of the Step 1 grievance response or, if no response, within seven (7) days of the date on which the Step 1 response was due. The City Manager or designee shall indicate in writing the disposition of the grievance to the grievant/PBA within seven (7) days from the receipt of the Step 2 grievance.

#### **Step 3.**

If the PBA is not satisfied with the disposition of the grievance at Step 2, if no disposition has been made within the time limits as provided for in Step 2, the PBA may, within seven (7) days, submit a signed written request for arbitration to the City Manager. In addition, the PBA must file with the Federal Mediation and Conciliation Service ("FMCS" a request for a seven arbitrator panel from the metropolitan area from which

to select an arbitrator for the proceeding. The arbitration proceeding shall be in accordance with the rules of FMCS.

If the City Manager does not agree that the matter is arbitrable, notification shall be sent to the PBA of such within seven (7) days of receipt of the PBA request to proceed to arbitration. The parties agree that, in such an instance, an arbitrator will be selected according to the rules of FMCS, to determine solely the question of arbitrability. Such decision shall be based solely on written briefs, exhibits, and affidavits submitted by the parties.

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

The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of the Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement, "not" to be subject to a grievance procedure or arbitration, or which is not specifically covered by this Agreement; nor shall this collective bargaining agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue a declaratory or advisory opinion and shall confine himself exclusively to the question, which is presented to him, which question must be actual and existing. The arbitrator shall render his decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing and shall furnish a copy to the City and the PBA. Both parties agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the City and the PBA.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

### **C. GENERAL PROVISIONS**

1. The time limits provided in this Article shall be strictly observed unless extended by written agreement by the parties. Failure of the PBA or grievant, whichever is appropriate, to proceed with the grievance within the times herein before provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided shall entitle the PBA or grievant, whichever is appropriate, to proceed to the next step in the grievance procedure.
2. Grievances shall be processed during times which do not interfere with, or cause interruption of an employee's work responsibilities.
3. The filing of a grievance shall in no way interfere with the rights of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, before and during the time the grievance has been filed, and shall not discontinue his duties before, or during the time a grievance is being processed.

4. The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the PBA or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.
5. The commencing of legal proceedings against the City in a court of law or equity, or before the Public Employees Relations Commission or any other administrative agency, by an employee, or the PBA for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the PBA of its/their right(s) to resort to the grievance and arbitration on procedure contained in this Agreement.
6. PBA is the exclusive bargaining agent for all Bargaining Unit Members of the Police Department and the parties agree that the City may refuse to recognize any grievance not previously reviewed, approved, and filed by PBA.
7. All arbitration hearings will be held at either a designated city location or the PBA offices.

Any member believing that there is a grievance shall discuss the matter with the immediate supervisor and attempt to resolve the stated concern. If the concern is not resolved through discussion with the immediate supervisor, the grievance shall be presented to PBA for its consideration as a grievance. If PBA does not accept handling the grievance, based upon membership in PBA, the employee may proceed with their representative.

## ARTICLE 19: DISCIPLINE

### Section 1: Purpose

The parties recognize that the interest of the community and the job security of the bargaining unit members depends 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: Disciplinary Action

No bargaining unit employee who has completed the initial probationary period 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 may be utilized and, depending on the severity of the offense, the first action may be at any level including dismissal.

- A. Written Reprimand
- B. Suspension without Pay
- C. Demotion
- D. Dismissal

## ARTICLE 20: WAGES

Effective the first full payroll period after ratification of this Agreement, the salary range for Captains will be \$142,376 to \$174,720. Base salaries for the current Captains will be as set forth below beginning the first full pay period following ratification of this Agreement.

<b>Employee Name</b>	<b>Annual Base Salary</b>
Christopher, Kyle	\$142,376.00
Harrison, Ossel	\$142,376.00
Menard, Melvin	\$142,376.00
Meyer, Glen	\$142,376.00
Ribiero, Kathy	\$142,376.00
Vassell, Tanzy	\$155,840.00

On October 1, 2026 and October 1, 2027, each member will receive a cost of living increase equal to the change in the consumer price index as determined by the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for Miami-Fort Lauderdale-West Palm Beach as of August of that year, with a floor of one percent (1%) and a cap of four percent (4%).

When this Agreement expires, members will not be eligible for additional wage increases until such time as a successor agreement is negotiated providing for such increases.

Members employed by the City as Captains as of the ratification date of this Agreement shall receive longevity pay increases upon reaching the completion of the years of service referenced below:

<b>Years of City Service</b>	<b>Pay Increase</b>
4 years	2%
8 years	2%
12 years	2%
16 years	2%
20 years	2%
24 years	2%

However, members' total compensation inclusive of longevity pay may not exceed the maximum pay for the classification of Captain. Employees promoted or appointed to the position of Captain after ratification of this Agreement will not receive longevity pay.

## ARTICLE 21: RULES OF CONSTRUCTION

It is agreed and understood that this Agreement constitutes the whole Agreement between the parties and notwithstanding any other terms or provisions of this Collective Bargaining Agreement. It is expressly agreed that this Collective Bargaining Agreement shall not, in any of its parts, be construed by any arbitrator or court in any way that supersedes or preempts applicable laws.

**ARTICLE 22: PROVISION IN CONFLICT LAW**

If this Agreement or any provision, sections, subsections, sentence, clause, phrase, or word of this Agreement conflicts with any law, as it is finally determined by a court of competent jurisdiction which had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law or ordinance or resolution or court interpretation of law shall be null and void and subject to renegotiation. But the remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions.

## ARTICLE 23: MISCELLANEOUS

### Section 1:

The City and the PBA acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals, concerning any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The City and the PBA agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement were discussed. Therefore, neither party shall be obligated to negotiate or bargain collectively concerning any subject or matter, discussed/presented at the table whether referred to herein or not, except as otherwise specifically required in this Agreement.

### Section 2:

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified through the voluntary mutual written consent of the parties.

### Section 3:

This Agreement shall supersede any ordinances, regulations, or practices of the City, promulgated, and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.

### Section 4:

There shall be no benefits implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof, except those benefits as herein expressly provided.

## ARTICLE 24: DEFINITIONS

Employee/Member:

The term "employee" or "member" when used hereinafter in this Agreement shall refer to all employees represented by the Police Benevolent Association in the Captains' bargaining unit.

Agreement:

The term "Agreement" refers to this collective bargaining agreement between the City and PBA.

City:

The City of Riviera Beach, Palm Beach County, Florida, and its administrative representative(s) or agent(s).

City Council:

The legislative body of the City of Riviera Beach, Palm Beach County, Florida.

City Manager:

The City Manager of Riviera Beach, Palm Beach County, Florida, or designated representative.

PERC:

The Florida Public Employee's Relations Commission.

Management:

The term "management" as used in this Agreement shall refer to the City Manager, department and assistant department heads, and any other persons designated by the City Manager.

Public Employee's Relations Act (PERC):

Florida Statutes, Chapter 447, Part 2.

Doctor's Certificate:

A physician's statement attending to the medical reason that rendered the employee unable to perform work or the days claimed for sick leave if it impacts the job.

Administrative Leave:

The period during which a member or employee is relieved from duty with, or without pay, by the authority of the Department Head and approval of the City Manager.

**ARTICLE 25: DENTAL INSURANCE**

The City shall provide and pay for the full cost of the regular full-time employee's dental insurance coverage.

**ARTICLE 26: HEALTH INSURANCE/LIFE INSURANCE**

Section 1:

The City agrees to offer health insurance benefits to the Captains on the same terms as offered to management employees.

Section 2:

The City and Association hereby agree that employees in the unit will be provided term life insurance coverage in an amount equal to one hundred thousand dollars (\$100,000). Employees will also have the option to purchase, at their expense, an amount equal to or greater than the amount purchased by the City.

**ARTICLE 27: PENSION**

Employees hired by the City prior to December 1, 2020 shall participate in the City's Police Officers' Pension Plan as codified in Chapter 14, Article IV of the City Code. Employees hired by the City on or after that date shall participate in the Florida Retirement System (FRS).

## **ARTICLE 28: DRUG TESTING**

**I. PURPOSE:**

The purpose of this directive is to provide procedural guidelines for random drug testing.

**II. DISCUSSION:**

The Riviera Beach Police Department recognizes that alcohol and drug abuse are pervasive in our society. The department acknowledges that the workplace is not exempt from the use or abuse of such substances. Alcohol and drug abuse are seen as harmful and a threat to department employees and the service population. Moreover, the illegal use of controlled drugs is a criminal act that directly threatens the integrity and value of the department. The department intends to reduce or deter this harm by adopting and maintaining a drug-free workplace policy and program, as established under the guidelines of the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455.

**III. SCOPE:**

To all sworn of the Riviera Beach Police Department, including the present authorized sworn positions.

**IV. DEFINITIONS:**

- A. Drug: Alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.
- B. Drug Test: Any chemical, biological, or physical instrumental analysis administered to determine the presence or absence of a drug or its metabolites.
- C. Except, where the context otherwise requires, all other definitions used in the Drug-Free Workplace Act, Florida Statutes, Chapter 112.0455 are applicable.

**V. POLICY:**

- A. It is the policy of this department to hire and continue to employ those who are free from the use of illegal drugs and abuse of alcohol, either on or off duty. The illegal possession, use, sale, and distribution of controlled substances, on or off duty by any employee, are not tolerated.
- B. Any sworn employees of the Riviera Beach Police Department must, at random, submit to a chemical drug test, selected by the use of a computer, coordinated by the Risk Manager.
- C. The procedures to implement this policy seek to balance employee privacy with the department's legal responsibility and right to establish and maintain a safe and drug-free work environment. While the department intends to deter and prevent substance abuse and the use of illegal drugs, the department will, where possible and appropriate, provide employees with the means to obtain information about the treatment for alcohol and drug dependency.
- D. Any employee determined to violate this policy is subject to disciplinary action, up to and including termination, even for the first offense.

- E. To identify and eliminate illegal drug use and substance abuse, and to ensure an employee's fitness for duty as a condition of continued employment, the following additional drug tests may be administered:
- I. Reasonable Suspicion Testing - Any sworn employee of the Riviera Beach Police Department must submit to Reasonable Suspicion Testing, as defined in the Florida Drug-Free Work Place Act, Florida Statutes 112.0455 (5) U) when: (1) a superior captain has a reasonable suspicion, based on objective factors, that the employee, while on or off-duty, is under the influence of, has possession of, or is using, dispersing, any illegal drug or controlled substance not prescribed by a licensed physician; or (2) a superior captain has a reasonable suspicion, based on objective factors that the employee is under the influence of alcohol while on duty.  
Reasonable suspicion drug testing shall not be required except upon the recommendation of a superior captain and a superior captain who is, at least, one level of supervision higher than the immediate superior captain of the employee in question.
  - II. Routine Fitness-for-Duty Testing - The department may require any sworn employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee "Fitness for Duty" medical examination, that is part of the department's physical fitness program, or that is scheduled routinely for all sworn employees.

VI. THE ORDER:

A computer program will be constructed based on the social security or captain identification numbers of all sworn employees. A number will be selected for the quantity of drug screens to be performed. The computer program will randomly select an equal quantity of identification numbers. These numbers will then be placed back into the active pool of identification numbers in the program.

VII. METHODOLOGY:

- A. The random drug screening program shall be administered by a laboratory that is licensed and approved by the Department of Health and Rehabilitative Services, using criteria established by the National Institute on Drug Abuse.
- B. All testing will be done during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, at the approved lab. If identification number(s) are selected and the captain(s) are not on duty, then that number will be returned to the pool and another identification number will be selected that corresponds with the days and hours of testing.
- C. The Police Department's random drug screening program shall test for alcohol and the following controlled substances:
  - Amphetamines
  - Barbiturates
  - Benzodiazepines
  - Cocaine
  - Cannabinoids
  - Methaqualone
  - Opiates
  - Phencyclidine (PCP)

- Alcohol (BLOOD)
- Steroids

The following guidelines have been established in conjunction with standards developed by the U.S. Department of Health and Human Services.

**VIII. PROVIDER QUALIFICATIONS:**

- A. The provider must have a qualified individual to assume professional, organizational, educational, and administrative responsibilities for the laboratory's urine drug testing facility. This individual shall be engaged in and responsible for the day-to-day management of the drug-testing laboratory. Certification as a laboratory director by the State forensic or clinical laboratory toxicology; or a Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, and pharmacology or toxicology; or training and experience comparable to a Ph.D. in one of the natural sciences, such as medical or scientific degree with additional training and laboratory/research experience in the biology, chemistry, and pharmacology or toxicology; and experience in analytical forensic toxicology, including experience with analysis of biological material for drugs of abuse and training and/or experience in forensic application of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology of drugs of abuse or other factors that qualify the individual as an expert witness in forensic toxicology.
- B. The provider must have a qualified individual to review the standards, control specimens, and quality control data together with the screening and confirmation test results; a licensed technologist supervisor, and licensed technicians (all licensed by the State of Florida). A phlebotomist must be available to draw blood specimens.
- C. All tests shall be conducted in a licensed facility, operated by the provider or at such facility subsequently agreed to by the City and the provider. Laboratory facility must be currently licensed by the Florida Department of Health and Rehabilitative Services, (HRS) or HRS/NIDA Ref: Rules 10E- 18.006 Fla. - Admin. Weekly. Vol. 17, No. 22, May 31, 1991, or successor entities or regulations. Initial Screen GCMS must be performed at the same facility.

**Federal and State Inspections:**

Volumetric pipettes and measuring services shall be certified for accuracy or be checked by gravimetric, calorimetric, or other verification procedures. Automatic pipettes and dilutors shall be checked for accuracy and reproducibility before being placed in service and checked periodically, thereafter.

There shall be written procedures for instrument setup and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks, and instructions for major troubleshooting and repair. Records shall be available on preventive maintenance.

There shall be written procedures for the actions to be taken when systems are out of acceptable limits or errors are detected. There shall be documentation that these procedures are followed

and that all necessary corrective action is taken. There shall also be in place systems to verify all stages of testing and reporting and documentation that these procedures are followed.

- D. The provider's facility must have a quality assurance program that encompasses all aspects of the testing process: specimen acquisition, chain of custody security, and reporting results, in addition to the screening and confirmation of analytical procedures. Quality control procedures will be designed, implemented, and reviewed to monitor the conduct of each step of the process. The provider's facility must meet or exceed standards established by the Department of Health and Human Services.
- E. The provider must have experience in handling toxicology specimens (both urine and blood) and provide a well-documented chain of custody for all tests.
- F. The provider must have a procedure manual which includes the principle of each test, preparation of reagents, derivation of result, linearity of methods, sensitivity of the methods, cut-off values, mechanisms for reporting results, remedial actions to be taken when the test systems are outside of acceptable limits, reagents and procedures and dates on which they are in effect shall be maintained as part of the manual.
- G. The provider shall maintain documentation of all aspects of the testing process. The required documentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports, performance records on performance testing performed on certification inspections; and hard copies of computer-generated data. The provider shall not dispose of any such records or documents without receiving written consent from the City.
- H. The provider shall designate a program manager who will be responsible for program coordination and provide a single-point interface between the purchaser and the provider on all matters concerning the contract.

**IX. SPECIMEN COLLECTION PROCEDURES:**

**A. Chain of Custody:**

A chain of custody standardized form shall be properly executed by any authorized collection site personnel upon receipt of the specimen. Handling and transportation of urine and/or blood specimens from one authorized individual or place to another shall always be accomplished through the chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.

**B. Integrity and Identity of Specimen:**

The laboratory shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure, and that information on the urine bottle and in the record, book can identify the individual from whom the specimen was collected. The following

minimum precautions shall be taken to ensure that an unadulterated specimen is obtained and correctly identified:

1. When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual's identity cannot be established, the collection site person shall not proceed with the collection.
2. The individual shall be instructed to wash and dry his or her hands before urination.
3. After washing hands, the individual shall remain in the presence (to maintain control), of the collection site person and shall not have any access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials which could be used to adulterate the specimen.
4. The collection site person shall instruct the individual not to flush the toilet until the specimen has been given to the collection site person.
5. The individual shall be given a wrapped, sterilized container for the collection of urine to be tested.
6. The individual may provide their specimen in the privacy of a stall or otherwise partitioned area that allows for privacy. Fed. Reg. Vol. 53, No. 224, pg. 47007. Temperature, measurements (pH observation and specific gravity) are done to ensure against adulteration of the sample and obviate the need for direct observation.
7. The collection site person shall note any unusual behavior and record it in the log.
8. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 50 milliliters of urine. If there are fewer than 50 milliliters of urine in the container, additional urine shall be collected in a separate container to reach a total of 50 milliliters. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual falls for any reason to provide 50 milliliters of urine or if the individual fails to appear at the collection site at the assigned time, the collection site person shall notify the Risk Manager.
9. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.
10. Immediately after the specimen is collected, the collection site person, in the presence of the individual, shall inspect the specimen to determine its color and look for any signs of contaminants.
11. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
12. Both the individual being tested and the collection site person shall keep the specimen in view at all times before it is sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal around the bottle.
13. The collection site person shall place securely on the bottle an identification label that contains the date, the individual's specimen no., and any other identifying information.
14. The individual shall initial the identification label on the specimen bottle to certify that it is the specimen collected from him or her.

15. The collection site person shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.
16. The individual shall be asked to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him or her is in fact, that specimen that he or she provided.
17. Both the individual being tested and the collection site person shall keep the specimen in view at all times before sealing (Fed. Reg. Vol. 53, No. 244, pg. 47008).
18. While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the collection site person. If the involved collection site person leaves his or her workstation momentarily, the specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the workstation, the custody process will continue. If the collection site person is leaving for an extended period, the specimen must be secured before he or she leaves the site.

NOTE: With regard to blood specimens, the collection site person and the individual shall be present at the same time during procedures outlined in paragraphs 6 and 18.

**LABORATORY ANALYSIS PROCEDURES:**

**A. Security and Chain of Custody:**

The drug testing laboratory shall be secured at all times. Sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored must be in place. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented.

Laboratories shall use chain of custody procedures to maintain control and accountability of specimen from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimen. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain of command shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are received.

**B. Receiving:**

Specimen bottles will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

**Short-Term Refrigerated Storage:**

In the event a specimen does not receive an initial test on the day of receipt, it shall be placed in a secure refrigeration unit. The temperature shall not exceed six (6) degrees Celsius, Emergency power equipment shall be available in case of prolonged power failure.

Tentative CBA – February 17, 2026

**Specimen Processing:**

Quality control consistent NIDA and HRS/NIDA certifications. (Fed. Register Vol. 153, No. 224, pgs. 47011-4470120, or the successor regulations.)

**C. Initial Test:**

The initial test shall be performed using an immunoassay method as agreed upon between the provider and the City. The following initial cutoff shall be utilized when screening specimens:

Screening Cut-off Level Drug (NG/ML)	Gas Chromatography Mass Spectrometry Confirmation Confirmation (NG/ML)	
Amphetamines	1000	500
Cannabinoids (THC)	100	15
Cocaine 300	150	) NIDA CUTOFF
Opiates 300	300	) LEVELS
Phencyclidine (PCP)	25	25
Barbiturates	300	200
Benzodiazepines	300	300
Methaqualone	300	300
Alcohol (BLOOD)	0.04 Grams%	

**NOTE:** These cutoff levels are subject to revision. The laboratory must be able to document its performance at a specified cut-off level by the use of quality control, both open and blind. If a positive initial test result is consistent with prescribed or over-the-counter medication listed by an employee of the City of Riviera Beach and/or Consular Consent Form, then that information should be specified on the toxicology report.

**D. Confirmatory Test:**

All specimens identified as positive on the initial test for current employees shall be confirmed using Gas Chromatography-Mass Spectrometry (GCMS) or a better testing method as agreed between the provider and the City. All confirmations for cannabinoids and cocaine metabolites shall be by quantitative analysis. For all other drugs, the confirmatory test shall detect the confirmed presence of a substance.

**E. Blood Alcohol Screening:**

Blood Alcohol Screening shall be done upon request. Chain of Custody requirements will be the same as for urine specimens. (Breathalyzer)

All blood alcohol results shall be reported as grams/percent. Confirmation testing of blood specimens shall be performed utilizing enzymatic methods of quantitative alcohol measurement approved by the Florida State Department of Health and Rehabilitative Services (HRS) and/or agreed upon by the City.

**F. Testimony:**

Personnel involved in the administration of drug screens as required by the City of Riviera Beach or court must testify on behalf of the City in case of a Civil Service hearing lawsuit, or similar proceedings, relative to testing procedures and/or chain of custody. Qualified laboratory personnel must also be available to meet with City representatives to discuss testimony related to the aforementioned proceedings.

**G. Time Requirements:**

During Police Random screens, the initial screen must be completed within 24 to 48 hours. All initial screens testing positive must be confirmed by GCMS. (NO POSITIVE INITIAL SCREEN RESULTS WILL BE ISSUED.)

**H. Storage of Specimen:**

The lab shall store positive specimens for a minimum of two (2) years, longer upon request, or if involved in litigation; negative specimens must be stored for a minimum of ninety (90) days.

**I. Reporting Results:**

Results must be available within 24 to 48 hours of test. Written test results shall be delivered by email to the City, Sunday through Saturday. Verbal results will be released only to authorized persons and may require re-initiation of a phone call. Secured fax machines only if facsimile is stipulated. An employee who refuses to submit to or refuses to allow the City to receive the results of a drug test shall be terminated.

Negative results on the confirmatory test shall be reported as negative. Only specimens confirmed positive shall be reported for a specific drug.

A quarterly statistical summary of drug testing shall be provided to the department's Risk Manager. The summary shall contain the following information:

**1. Initial Testing:**

The Number of specimens received:

The number of specimens reported out:

Number of specimens screened positive for:

Amphetamines  
Barbiturates  
Benzodiazepines  
Cocaine  
Metabolites  
Cannabinoids  
Methaqualone Opiates  
Phencyclidine (PCP)

**J. Special requirements for random drug testing (sworn personnel - Police Department).**

1. Must be able to test up to twenty (20) quarterly, Monday through Friday, and be able to schedule collection site personnel by 8:00 a.m.
2. Must offer the choice of either blood or urine to be used as a sample given for the test.

3. All containers must be sterilized and individually packaged.
4. Must keep a portion of the sample received in the event a second test has to be performed. The initial sample is to be divided into two (2) separate containers. The second half of the initial sample is to be used only when employees who tested positive do not elect to provide any additional sample.
5. The sample will be tested and reported within 24 to 48 hours on an initial negative test and within 72 hours for a positive confirmed test (GCMS confirmation).
6. Must test all samples using an initial screening test and confirm all positive using the Gas Chromatography Mass Spectrometry (GCMS) or better testing.
7. During the 180 days after written notification of a positive test result, the employee who has provided the specimen shall be permitted by the employer to have a portion of the original specimen retested at the employee's expense. Such retesting shall be done at another HRS/NIDA licensed laboratory chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity and the first laboratory is responsible for the transfer integrity of the sample. (Division of Worker's Comp. Rule 38F, pg. 13).
8. All samples that test positive will be kept under chain of custody condition until all administrative or judicial proceedings are over.
9. Chain of custody must be approved by the following means:
  - a. Witness' signature serves to verify that the employee/applicant and collection site person and sample were in view at all times.
  - b. Person witnessing via signature on COC form is attesting to this.
  - c. Following the prescribed chain of custody procedures outlined in the Federal Register and are part of a documentation package.
  - d. Same as "C."
  - e. able to document who received the sample, and what happened to it.
  - f. Be able to document who retested the sample, and how the technician received the sample.
  - g. Be able to prove samples kept in a secure location.
  - h. Be able to prove that the test results are of the sample in question.

**ARTICLE 29: EMPLOYEES UNABLE TO PERFORM JOB DUTIES FOLLOWING  
ON-THE-JOB OR OFF-THE-JOB INJURY/JOB-RELATED OR NON-JOB-  
RELATED ILLNESS OR DISABILITY**

**Section 1:**

Following an on-the-job or off-the-job injury, job-related or non-job-related illness, or job-related or non-job-related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physicians and verified by the Chief of Police. The Chief of Police has the right to seek the medical opinion of a physician of the City's choosing. Should the employee's physician(s) state that in his/her medical opinion, within a medical degree of probability, the employee will be able to return to work, the employee shall have up to an additional twelve (12) months to return to work. However, in the event the employee has a medical opinion that the employee should be able to return to work, the City has a right to have the employee evaluated by a doctor of its choice. If the City's doctor renders a different opinion, the employee shall be evaluated by a doctor agreed to by both parties. For the employee to obtain up to twelve (12) months extension of the time to return to work, the agreed physician's opinion shall support the medical opinion that within a medical degree of probability, the employee will be able to return to work and the agreed upon physician's opinion shall be final.

**Section 2:**

If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job or off-the-job injury, job-related or non-job-related illness, or job-related or non-job-related disability, or unless extended for the medical reason outlined in Section 1, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

**Section 3:**

If an employee returns to work within the twelve (12) month period, or unless extended for medical reason outlined in Section 1, and has a subsequent recurrence of the same on-the-job injury, job-related illness, or job-related disability, the total combined lost time from work for any on-the-job or off-the-job injury, job-related or non-job-related illness, or job-related or non-job-related disability may not exceed fourteen (14) months in the most recent twenty-four (24) month period or if extended by medical reason outlined in Section 1. The total combined lost time from work may not exceed twenty-six (26) months in the recent thirty-six (36) month period.

**Section 4:**

On the first full day and the remainder of the week, full compensation coverage will be paid for any work-connected injury or illness.

**Section 5:**

**Off-the-Job Related Injury or Illness:**

If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following the off-the-job injury or illness, the employee will be recommended for termination.

Employees who are temporarily unable to perform the essential function of their position due to a medical condition or off-the-job injury may be temporarily reassigned to a position for which they can perform the essential job functions. (Light Duty Assignment) Any such temporary reassignment will be at the discretion of the Department Director or designee in collaboration with the Division of Risk Management.

Nothing contained within this section will create any contractual term or condition of employment whatsoever or is binding on the Police Chief.

No decisions made concerning a temporary assignment will be cause for any appeal by an employee under the Collective Bargaining Agreement.

**ARTICLE 30: TUITION REIMBURSEMENT**

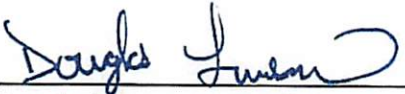
Bargaining unit members are eligible for tuition reimbursement in accordance with the City's Tuition Reimbursement Policy, which is codified in HR 20-05.

Tentative CBA – February 17, 2026

IN WITNESS THEREOF, THE PARTIES have caused this agreement to be signed by their duly authorized representative on 4th day of March 2026.

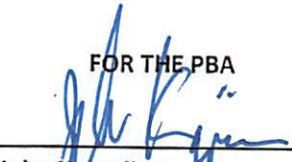
FOR THE CITY


  
\_\_\_\_\_  
Jonathan E. Evans  
City Manager, Riviera Beach

  
\_\_\_\_\_  
Douglas Lawson, Mayor, Riviera Beach


  
\_\_\_\_\_  
Debrah Hall, CMC, FCRM  
City Clerk, Riviera Beach

FOR THE PBA

  
\_\_\_\_\_  
John Kazanjian  
President, Palm Beach County PBA

  
\_\_\_\_\_  
Larry Fagan, Labor Counsel

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
DAWN S. WYNN, ESQ.  
CITY ATTORNEY

3-4-2026  
\_\_\_\_\_  
DATE