

AGREEMENT

BETWEEN

THE CITY OF BOCA RATON

AND

THE FRATERNAL ORDER OF POLICE

LODGE 35



October 1, 2011 through September 30, 2014

ARTICLES OF CONTRACT

ARTICLE	TITLE	PAGE NUMBER
	AGREEMENT & PREAMBLE	3
1	RECOGNITION	4
2	MANAGEMENT RIGHTS	5
3	REPRESENTATION	7
4	LABOR MANAGEMENT COMMITTEE	8
5	NON-DISCRIMINATION	9
6	PROHIBITION OF STRIKES	10
7	DUES CHECK-OFF	11
8	BULLETIN BOARDS	12
9	DEPARTMENTAL RULES & REGULATIONS	13
10	CIVIL SUITS	14
11	SAFETY	15
12	PROBATIONARY EMPLOYEES	17
13	SENIORITY	18
14	PROMOTION	21
15	PERFORMANCE EVALUATIONS	24
16	GRIEVANCE PROCEDURE	25
17	ARBITRATION	28
18	LEAVE OF ABSENCE	30
19	ANNUAL LEAVE	31
20	SICK LEAVE	32
21	FUNERAL LEAVE	36
22	DISABILITY LEAVE	37
23	HOLIDAYS	40
24	EQUIPMENT AND MAINTENANCE	42
25	TUITION REIMBURSEMENT	44
26	MEDICAL INSURANCE	46
27	DEATH BENEFITS	47
28	TEMPORARY ASSIGNMENT	48
29	LONGEVITY	49
30	WORKWEEK AND OVERTIME	50
31	COURT TIME	52
32	CALLBACK	53
33	WAGES	54
34	PENSIONS	55
35	SUBSTANCE ABUSE	60
36	TIME POOL	63
37	SAVINGS CLAUSE	65
38	NO SMOKING POLICY	66
39	INTERNAL AFFAIRS FILE	67
40	PHYSICAL FITNESS	68
41	ENTIRE AGREEMENT	69
42	DURATION	70
	SIGNATURE PAGE	71
	APPENDIX 'A'	72
	APPENDIX 'B' Salary Schedules	75

AGREEMENT

THIS AGREEMENT is entered into by the CITY OF BOCA RATON, FLORIDA, a municipal corporation, hereinafter referred to as the "CITY" and LODGE #35, FRATERNAL ORDER OF POLICE, hereinafter referred to as the "THE UNION"

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy as expressed in PART II, CHAPTER 447, Florida Statutes, is to promote harmonious and cooperative relationships between the City and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the City government; and

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations, therefore, the parties hereby agree:

ARTICLE 1
RECOGNITION

SECTION 1: The City hereby recognizes the Union as the sole and exclusive bargaining agent for sworn personnel who perform the functions of Police Officer, Police Sergeant, and Police Lieutenant (hereinafter "employee").

SECTION 2: This representation shall be for the purposes of collective bargaining with the City with respect to wages, benefits, hours of work, and other terms and conditions of employment.

ARTICLE 2
MANAGEMENT RIGHTS

SECTION 1: The Union and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to determine the mission of the City and its various departments, divisions and other units of organization; set standards of service; establish and implement policies and procedures related to employment, promotions, position classification, discipline, transfer, assignment, and scheduling of employees; subcontract work; merge, consolidate, or close a department or any part thereof or expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency, or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement department policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the City fails to exercise any one or more 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 of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

SECTION 2: If, in the discretion of the City Manager, it is determined that civil emergency conditions exist, i.e., riot, civil disorder or natural disaster, the provisions of this Agreement may be suspended for good cause by the City Manager during the time of such emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

SECTION 3: The City shall have the right to remove employees from the service of the City for non-disciplinary reasons, but because they are, in management's judgment, unfit for continued employment by the City as a Police Officer. The City shall not exercise this right without first offering counseling and/or remedial programs to the employee to correct the problem. The counseling will be offered and the City will bear the cost of any counseling if it is related to the problem and if the cost is justified by the likelihood of success in the City's opinion, based upon competent advice. The City will not exercise this right arbitrarily and capriciously. In the event of

a grievance brought to arbitration concerning the exercise of this right, the question to be decided by the arbitrator will be whether the termination was arbitrary and capricious.

ARTICLE 3
REPRESENTATION

SECTION 1: Neither party in collective bargaining shall have any control over the selection of the bargaining representatives of the other party. The bargaining committee of both parties shall consist of not more than three (3) representatives. The Union President and the City Manager shall inform each other of bargaining committee representatives prior to the first meeting

SECTION 2: The Union shall be represented in all matters, except as may be designated for the purposes of Section 1 above, by its president or the president's designee. It shall be the responsibility of the Union to notify the City Manager, and the Chief of Police, in writing, of any change in the designation of the president or the president's designee.

SECTION 3: The president and one other employee member of the Union shall be permitted reasonable access for reasonable periods of time to all departmental work locations to handle specific grievances and matters of application or interpretation of this Agreement. The exercise of such access rights by the president or other employee shall not interfere with their duties or duties of other employees and shall not be at the expense of the City. The names of these representatives shall be communicated to the City Manager or his/her designee by the Union.

ARTICLE 4
LABOR MANAGEMENT COMMITTEE

SECTION 1: The Union and the City shall maintain a joint labor management committee consisting of no more than six (6) members; no more than three (3) of whom shall be appointed by the Chief of Police; and no more than three (3) of whom shall be appointed by the Union.

SECTION 2: The committee shall meet at least quarterly, and more often, if necessary, to discuss matters affecting the health, safety and working environment of employees, productivity, and the quality of police service to the community. It is recognized by the parties that the labor management committee is not a forum for collective bargaining, or for resolving specific grievances, but is a device for fostering communication. The Union agrees that all collective bargaining is to be conducted with City representatives designated for that purpose by the Chief of Police. There shall be no collective bargaining by the Union at any other level of City government.

SECTION 3: If a meeting is held during working hours of an employee participant, such participant may be excused without loss of pay for that purpose. Attendance at a meeting outside of regular working hours shall not be deemed as time worked.

SECTION 4: The meeting shall be held upon 10 days notice of either party. If no notice is given, the meeting requirement shall be deemed waived for that quarter. All other meetings shall be scheduled by mutual agreement of the parties. Insofar as possible, meetings shall be scheduled during normal business hours at a mutually agreeable time. The position of chairperson shall rotate between the City and the Union on a semi-annual basis. The committee may adopt such rules of order, as it deems necessary including the preparation of agendas and meeting minutes.

SECTION 5: All provisions for extra duty police employment shall be subject to discussion by the Labor Management Committee. The impact of any changes to current policy shall be subject to negotiation as required by Chapter 447, Florida State Statutes.

SECTION 6: The City will agree to make Police Department cars available for use in the Police Department's off-duty employment program subject to the off-duty employment policy that the Department can change, from time to time, at its discretion.

ARTICLE 5
NON-DISCRIMINATION

SECTION 1: The City and the Union agree not to engage in any discriminatory activity prohibited by law.

SECTION 2: A claim of discrimination by an employee against the City shall not be subject to the grievance or arbitration procedures contained in this Agreement, but shall only be subject to the method of review prescribed by law or by rules having the force and effect of law.

SECTION 3: All references in this Agreement to the male gender are used for convenience only, and shall be construed to mean both male and female employees.

SECTION 4: The City and the Union agree to support and abide by the City's affirmative action policies with respect to City employment; provided, however, that nothing in this section shall be construed as a waiver of the right to bargain should the City determine to amend its affirmative action program in a manner inconsistent with the terms of this agreement.

ARTICLE 6
PROHIBITION OF STRIKES

SECTION 1: No employee, Union, Officer, or agent shall instigate, promote, sponsor, or engage in any strike slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer.

SECTION 2: In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer, regardless of reasons for doing so, the Union shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities. If the Union fulfills in good faith all of the obligations under this section, the City agrees that the Union will not be liable for any damages resulting thereafter.

SECTION 3: The employee and the Union, individually and collectively, shall be liable for any damages which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this Article.

ARTICLE 7
DUES CHECK-OFF

SECTION 1: Upon the written authorization of an employee, the City agrees to deduct from the wages of each employee the sum certified as Union dues, and before the seventh (7th) of the following month, transfer the sum electronically, to the Union Treasurer, together with a list of individuals who have paid and the amount each paid for that period. If any employee does not have a check due, or the check is not large enough to satisfy the assignments, no collection shall be made from the employee for that month.

SECTION 2: Individual employees desiring dues to be withheld from their paycheck shall sign a standard form witnessed by an authorized Officer of the Fraternal Order of Police, indicating their desire.

The form authorizing the deduction of dues and the form canceling the deduction of dues shall be the form agreed to between the parties hereto. The agreed upon form shall be furnished to the employees by the Treasurer of the Fraternal Order of Police.

SECTION 3: Such dues will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the local Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Secretary/Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The City or any of its Officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding payment of such deductions to the assignee, the City and its Officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE 8
BULLETIN BOARDS

SECTION 1: The City shall permit the Union to post notices of the Union's recreation and social functions, elections, or committee or subcommittee reports, meetings and the names and addresses of Officers, directors and representatives of the Union on the existing bulletin board located in or near the Police Department Squad Room. All other material to be posted shall be subject to prior approval of the Chief of Police. The Union shall not post any notice containing material of a political nature or material tending to criticize or support any elected or appointed official, or employee of the City.

ARTICLE 9
DEPARTMENTAL RULES AND REGULATIONS

SECTION 1: Each employee and the Union will be provided electronic access to a copy of the Department Manual. Each revision to the Department Manual, which is adopted, shall be available in an electronic format as soon as reasonably possible after adoption.

ARTICLE 10
CIVIL SUITS

SECTION 1: The City shall upon timely notice by an employee, undertake the defense of any employee covered by this agreement against civil damage suits arising from and in connection with his/her employment.

SECTION 2: The City shall indemnify all member employees against judgments for compensatory damages rendered against a member employee in a civil damage suit arising from and in connection with duties performed by the employee in the scope of his employment for the City provided that the employee has not acted negligently or with malice. 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 employee shall give notice as quickly as reasonably possible, but in no case longer than forty-eight (48) hours to the City of all injuries or damage to persons or property, including the employee himself, incurred by or witnessed by the employee while the employee is on duty.

SECTION 4: It shall be the duty of the employee to notify the City Attorney of being served with any civil action involving, or related to, the business of the City on the day of receipt or the first City business day thereafter.

SECTION 5: Failure to provide the notices required in Section 3 and 4 shall result in disciplinary action but shall not limit the City's obligation to provide defense and indemnification provided reasonable notice is given and the City's opportunity to defend is not adversely affected.

SECTION 6: The employee has the right to retain legal counsel of his choice at his own option and expense. The City shall make copies of discovery documents available to the employee at no cost to the employee; provided there is no disputed issue of liability between the City and the employee involved in the suit.

ARTICLE 11
SAFETY

SECTION 1: It is the policy of the City of Boca Raton to take all reasonable and practical steps to eliminate or reduce exposure of its employees to accident potentials that may produce injuries and financial losses. All employees have the responsibility for the safety of other employees within and under their control, as well as equipment and facilities under their direct control. The Boca Raton Police Services Department (BRPSD) and the City shall make a reasonable effort to maintain safe working conditions and equipment. Employees shall be responsible for wearing safety equipment and following safety rules, where circumstances reasonably permit.

SECTION 2: The parties agree to forward crash investigations to the City's Accident Review Board for review.

SECTION 3: In October and April of each year, employees who have not had a preventable crash within the preceding six months shall receive a \$600 Crash-Free Bonus. Crash-Free Bonus monies shall be prorated for the time actively employed during the preceding six (6) months.

SECTION 4: The City shall provide periodic inspections and regular maintenance and service of all department vehicles. Unsafe vehicles will be replaced or repaired as appropriate. All vehicles shall have installed within them a device for the detection of carbon monoxide. Any City vehicle to be used by members of the bargaining unit will be taken to the City garage when the odometer reaches 25,000 miles and every 10,000 miles thereafter whereupon it shall be given a complete inspection to determine its operational suitability. This inspection shall include the engine, transmission, drive train, suspension system, air conditioning, electrical system, frame, brakes, and exhaust system.

SECTION 5: The Chief of Police or designated representative will provide vehicles necessary to meet operational needs of the Department.

SECTION 6: The partition between the front and rear seats in marked vehicles used for the transport of prisoners will be constructed of such material and security so as to afford maximum protection from physical attack.

SECTION 7: The City will provide employees with the Hepatitis-b vaccination, upon hire, unless employees have previously been given the vaccine or decline it. The City will provide employees with tuberculosis screening immediately upon the employee's notification of an on-duty exposure. The City will provide HIV testing to employees who experience an exposure to blood or other potentially infectious materials as defined by OSHA in CFR 1910.1030 Blood Borne Pathogens. Test results will be interpreted by the City Physician to determine whether or not the employee has been infected.

ARTICLE 12
PROBATIONARY EMPLOYEES

SECTION 1: All new employees shall be designated as probationary employees and shall remain in probationary status in their classification for one (1) year from their date of their successfully passing the State Law Enforcement Certification examination. An employee hired who is already a certified Officer who does not attend the academy shall serve a probationary period of one year from their date of hire. Periods of absence during probation will extend the probationary period by the amount of the absence except for the use of funeral leave and compensatory time. All such new employees in a probationary status shall be eligible for membership in the FOP.

SECTION 2: Probationary employees shall enjoy the economic benefits herein and shall have access to the grievance procedure in disputes involving pay, monetary fringe benefits, and working conditions guaranteed by this Agreement. This contract shall not be deemed to provide rights of job protection to probationary employees.

SECTION 3: All Police Officer Candidates and employees hired on or after October 1, 1990, shall be subject to the conditions of the Boca Raton Police Department's employment agreement as set forth in Appendix "A".

ARTICLE 13
SENIORITY

SECTION 1: Seniority shall consist of continuous accumulated paid service, by rank, with the Department. Seniority shall be computed from the date of appointment to present rank. Seniority shall accumulate during absence because of illness, injury, vacation, military leave, or other authorized paid leave. If two or more employees obtain seniority on the same date, by rank, seniority standing shall be determined by test score used to establish their present rank; if test score is the same, the date of employment with the Police Services Department shall determine seniority status. If dates of employment are the same, then date of application for employment shall be used.

SECTION 2: Seniority shall govern vacation scheduling. Seniority shall also be considered by management (but not necessarily controlling) when making assignments to particular schedules, shifts, and/or days off from among equally qualified persons of the same rank. Management retains the right, however, to determine work schedules, shift times, and days off, and its exercise of this right to assign personnel shall not be subject to the grievance procedure. Seniority as applied in Section 2 of this Article and in Article 14 shall mean the amount of time in the employee's present rank.

SECTION 3: Any employee who has attained permanent status may apply for reassignment within the Department. Such requests shall be in writing and shall indicate the specific assignment to which the employee would like to be moved, and his qualifications for the assignment.

The Department shall maintain such requests on file for a period of one year. At the expiration of the one year period, the employee may update the request. If a vacancy other than a promotional vacancy is to be filled, requests for reassignment shall be given due consideration before an involuntary assignment is considered or the position is filled by a new employee. Nothing herein shall be construed to prevent the Department from assigning or transferring employees involuntarily according to the needs of the department. The department shall make a good faith effort to post notification of vacancies at least seven (7) workdays prior to filling the position.

SECTION 4: In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has

advanced to his present classification from a lower classification in which he held a permanent appointment, shall be entitled to exercise displacement rights to that lower classification. Seniority in the lower classification shall be established according to the date of the employee's permanent appointment to that classification. Employees shall be reinstated according to seniority in the classification from which the employee was laid off, if otherwise qualified. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within twenty-one (21) days from the date of receiving notice of recall, he shall be considered to have resigned. The employee's service in the higher classification shall be deemed as time accrued in the lower classification.

SECTION 5: A transfer selection board shall be utilized for all non-supervisory assignments to the positions of investigator in the Investigative Services Bureau, motorcycle officer, traffic officer, marine officer, tactical officer, K-9 officer, community policing officer and crime prevention officer. All candidates for these positions must have at least three (3) years as a sworn police officer with the City of Boca Raton prior to the posting of the announcement and will have achieved an "Exceeds Expectations" or higher overall rating on their last performance evaluation. The board shall be comprised of one lieutenant, one sergeant, and one officer from the bureau in which the vacancy exists. If a lieutenant is not assigned to the bureau in which the vacancy exists, the bureau commander will become the third board member.

With the exception of the team commander positions and Field Training Program Coordinator(s), a transfer selection board shall also be utilized for all officers assigned to the Explosive Ordnance Disposal Team, Field Training Program, Special Weapons and Tactics Team, Underwater Search and Recovery Team, and Crisis Negotiation Team and any other specialty teams created during the term of this agreement. All candidates for these positions must have at least two (2) years as a sworn police officer with the City of Boca Raton prior to the posting of the announcement and shall also have achieved an "Exceeds Expectations" or higher overall rating on their last performance evaluation. The board shall be comprised of the Team Commander/Coordinator and two other team members of the rank of sergeant or officer. Officers shall only apply for Field Training Program vacancies in the bureau to which they are assigned.

The transfer selection board process shall consist of an oral interview and a review of each candidate's personnel file. Any selection criteria beyond the oral interview content shall be included in the Department's written directives. The City shall not change the selection criteria contained in the written directives within 60 days of the posting of the position announcement.

Vacancies shall be filled by selection from among those four (4) employees who achieve the highest score in the process. Any employee who has a higher score in the process than the person selected shall be notified in a counseling session with the Chief of Police or his/her designee as to the reasons why the employee was not selected. The list for transfer shall remain in effect for a period of ninety (90) calendar days from the date of posting. The results of the transfer selection board process shall be posted within 14 days of the completion of the transfer selection board interviews. The City reserves the right to assign employees to vacancies only if there are no qualified employees to fill the posted vacancies.

ARTICLE 14
PROMOTION

SECTION 1: To be eligible to sit for the test for the rank of Sergeant, the candidate must be a BRPSD Officer for a minimum of five (5) consecutive years or five (5) years as a sworn Police Officer within the State of Florida with three (3) consecutive years as a BRPSD sworn Officer immediately preceding the date of the posting of the announcement. To be eligible to test for the rank of Lieutenant, the candidate must have been a BRPSD Sergeant for three (3) consecutive years, immediately preceding the date of the posting of the announcement with no advanced degree (A.A.) or two (2) consecutive years as a BRPSD Sergeant immediately preceding the date of the posting of the announcement, with a 2-year, A.A. degree (or the equivalent of sixty (60) semester hours) from an accredited institution. The City will announce promotional examinations at least forty-five (45) days in advance. The City shall also announce the areas the examination will cover. All materials shall be provided to each employee taking the examination for the entire time period between announcement of the examination and the examination.

SECTION 2: Upon promotion, an employee shall be moved to step one (1) for the newly promoted rank.

SECTION 3: All promotions covered by this Agreement shall be made as a result of a competitive process utilizing a written exam prepared by an outside consultant and a panel interview. The panel for Sergeant shall consist of one Lieutenant selected by the Chief of Police, one Sergeant selected by the FOP, and a Sergeant selected by the previously selected panel members. The panel for Lieutenant shall consist of one captain selected by the Chief of Police, one captain selected by the FOP, and a captain selected by the previously selected panel members.

Eligibility for participating in the Panel Interview component of the promotion process shall be conditioned on passing the written exam with a minimum score of 70% carried to the fifth decimal point. The Panel Interview score must be 70% or greater in order to proceed in the promotional process. Additionally, seniority points assigned on the basis of one-half (1/2) point for each year of continuous uninterrupted sworn service with the City that is greater than the minimum number of years of service required for the employee to be eligible for promotion shall be applied. Authorized leaves of absence, for the purpose of this Article, shall not be considered an interruption of continuous service. Seniority points shall not accrue during authorized leaves of

absence; however, college points based on one point for every thirty (30) semester hours of college course credits completed by the employee shall be applied.

SECTION 4: For promotion the composite promotional score calculated to the fifth decimal place shall be tabulated in the following manner:

a) Written examination	50%
b) Panel Interview	42.5%
c) College points	5% (max)
d) Seniority points - (maximum)	2.5% (max)

SECTION 5: The employee, within one week of the establishment of the promotional eligibility list, shall have the right to review all test materials pertaining to his individual scores.

SECTION 6: After the completion of the entire promotional examination process, including reviewing any challenges, a final list shall be certified by the Human Resources Director and immediately forwarded to the Chief of Police and the Union. The promotional list(s) shall be valid for one (1) year from the date(s) of certification.

SECTION 7: The Union may appoint a member who is not participating in the promotional process to consult with the Chief regarding the testing process.

SECTION 8: All promoted employees shall serve a one (1) year probationary period from the effective date of the promotion.

SECTION 9: Promotional vacancies shall be filled by selection from among those three (3) employees who achieve the highest score in the promotional process. The Chief of Police has the discretion to select any of the top three (3) on each promotional list at any time for vacancies, provided however, that no person on the promotional list shall be bypassed more than two (2) times with respect to each promotional list, except for just cause. For the purpose of this section, just cause shall include any suspension within eighteen (18) months or any requires improvement annual evaluation within the past two (2) years. For the purpose of this section, the date of the scheduled promotion and the date the bypassed employee receives and signs the requires improvement evaluation or suspension will be utilized when determining whether the person will be bypassed the third and any subsequent time. No employee may exceed the maximum of the

salary range set forth for the maximum step with respect to the applicable position with the exception of additional compensation paid to Field Training Officers.

ARTICLE 15
PERFORMANCE EVALUATIONS

SECTION 1: Employees shall be evaluated at least once a year.

SECTION 2: Whenever possible, evaluations shall be made by the supervisor under whom the employee worked during the majority of the rating period. If an employee was assigned to more than one supervisor during a rating period, then the evaluation should be a collaborative process of all supervisors to whom the employee was assigned for at least 90 days in proportion to the amount of time assigned to each supervisor.

SECTION 3: Performance evaluations may be grieved either under the grievance procedure in this Agreement or under the grievance procedure provided in the Personnel Rules and Regulations of the City, but not both. Performance evaluations may only be challenged if:

- A. The overall rating is requires improvement; and
- B. The evaluation does not cover a period of time during which the employee was on probationary status.

SECTION 4: Before any modification to the Performance Evaluation System currently in place is made, a joint committee will develop recommendations for changes, if deemed appropriate, for review and approval by the Chief of Police. The decision of the City on any changes in the Performance Evaluation System is final.

ARTICLE 16
GRIEVANCE PROCEDURE

SECTION 1: The following is the procedure for the resolution of grievances, which are defined as disputes involving interpretation or application of the Agreement, and disputes involving disciplinary actions, except verbal supervisory coaching.

SECTION 2: Every effort shall be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit shall be advanced to the next step, provided such intent is communicated in writing to the appropriate management representative no later than ten (10) calendar days after the expiration of the time limit. Time limits provided herein may be extended if mutually agreed upon by management and the FOP representative. For the purpose of this article, the calculation of time periods shall begin on the day following the event giving rise to the grievance or on the day following the date when the grievant/FOP knew or should have known of the existence of the grievance. In the case of disciplinary actions, the time for processing the grievance shall begin to run on the day following the effective date of the disciplinary action, as set forth in the notice of disciplinary action.

SECTION 3: The parties agree that the grievance procedure shall be the sole and exclusive method, except as otherwise provided, of resolving any dispute involving the application or interpretation of this Agreement, or any matter involving disciplinary action provided that any employee may, at the employee's option, pursue a grievance over discharge, suspension, or involuntary demotion through the procedures of the Civil Service Board rather than through this grievance procedure. An employee may utilize the grievance procedure provided in Section 4 or may utilize the civil service procedure, but not both. An employee utilizing the grievance procedure of Section 4 shall by such action conclusively abandon any right to Civil Service Board procedures. Filing a reply or request for a review of a decision of the City Manager regarding a suspension, involuntary demotion or dismissal or the filing of a request for a hearing before the Civil Service Board shall conclusively abandon any right to utilize the grievance procedures as provided in Section 4 of this Article.

SECTION 4: In the event the FOP refuses to initiate an employee's grievance at Step 1, the employee may advance his/her own grievance and in that process may utilize these procedures up to and including arbitration included in Article 17. The grievance shall be presented in the following manner:

STEP 1. The FOP shall first present the grievance in writing to the employee's supervising Lieutenant or in the absence of the supervising Lieutenant, the Bureau Commander, within ten (10) calendar days of the date of occurrence of the event(s), which gave rise to the grievance. Such contact between the FOP and the supervising Lieutenant shall be in writing and identified as a grievance by the FOP. The supervising Lieutenant shall respond in writing within (10) calendar days of the date of receipt of the written grievance. The written grievance at this step and all steps thereafter shall contain the following information:

- (1) A statement of the grievance, including date of occurrence, and details and facts upon which the grievance is based.
- (2) The Article and section of the Labor Agreement alleged to have been violated.
- (3) The action, remedy, or solution requested.
- (4) The signature of the FOP.

STEP 2. Any grievance, which cannot be satisfactorily settled with the employee's supervising Lieutenant, shall next be presented by the FOP to the Division Commander within ten (10) calendar days of the date of the supervising Lieutenant's reply.

The Division Commander shall render a decision on the grievance, in writing, within ten (10) calendar days after the date of the presentation of the grievance.

STEP 3. Any grievance which cannot satisfactorily be settled with the Division Commander shall next be presented to the Chief of Police or the Chief's designee. The grievance as specified in writing in Step 1 shall be presented by the FOP to the Chief or the Chief's designee within ten (10) calendar days after the date of the response of the Division Commander. The Chief of Police or designee shall within ten (10) calendar days render a decision in writing.

STEP 4. In the event the FOP is not satisfied with the disposition of the grievance by the Chief of Police, the FOP shall have the right to appeal the decision to the City Manager within ten (10) calendar days of the date of the issuance of the Chief's decision. Such appeal must be

accompanied by the filing of a copy of the original grievance, together with a letter signed by the FOP requesting that the Chief's decision be reversed. The City Manager shall within ten (10) days of the date of the appeal render a decision in writing.

STEP 5. If a grievance arises from the action of an official higher than the Step 1 management representative, the grievance may be initiated at Step 2, 3, or 4, as appropriate, by the FOP submitting the grievance in writing within the time limits established for Step 1. The grievance shall be signed by the FOP.

ARTICLE 17
ARBITRATION

SECTION 1: In the event a grievance processed through the grievance procedure as provided for in this Agreement has not been resolved, the FOP may refer the grievance to arbitration by notifying the City Manager in writing. Such notification shall be made in writing within fifteen (15) calendar days after the date the City Manager renders a decision on the grievance, as specified in Step 4 of Article 16, Grievance Procedure. Nothing herein shall prohibit the extension of time mutually agreed to by the parties.

SECTION 2: Within fifteen (15) calendar days from the date of receipt of arbitration request, if the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be asked to submit a list of seven (7) names and resumes of arbitrators. Either party may reject one list. From the lists so submitted, the parties shall alternately strike names from the list, the first strike to be decided by a toss of a coin. When the name of one person remains, said person will serve as arbitrator. Within ten (10) days of receipt of the names and resumes, the parties shall meet to select an arbitrator as described above. All arbitration hearings, unless mutually agreed otherwise, shall be held in Boca Raton, Florida.

SECTION 3: The arbitrator shall limit his or her decisions strictly to the application and interpretation of the specific provisions of this Agreement and shall be without authority to make any decisions which are contrary to, or inconsistent with, adding to, or subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law, ordinance, rule, or regulation having force and effect of law. The arbitrator shall not have the authority to consider any matters not defined as a grievance in this Agreement nor any grievance which has not been processed in accordance with the provisions of this Agreement, provided that the arbitrator shall have within his or her authority the determination as to whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. If the arbitrator determines that the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed.

SECTION 4: The arbitrator's award shall be made within thirty (30) calendar days after the conclusion of the arbitration hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension. The award shall be in writing and signed by the arbitrator, and shall set forth the arbitrator's opinion and conclusions on the issue(s)

submitted. The arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the termination of the issues submitted. The arbitrator shall deliver a copy to each party personally or by mail, unless the parties mutually agree otherwise. The arbitrator's award shall be final and binding on both parties.

SECTION 5: Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The arbitrator's fee and any other expenses, if any, shall be equally divided between the parties. Any party desiring the transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share said cost.

ARTICLE 18
LEAVE OF ABSENCE

SECTION 1: One leave of absence without pay for a period not to exceed six (6) months may be granted, at the sole and exclusive discretion of the City Manager, to an employee in any fiscal year.

SECTION 2: An employee who is a member of a military reserve unit and who must attend annual field training sessions is entitled to leave of absence with pay not to exceed thirty (30) days each calendar year. Presentation of military orders should be made to the Department by the employee as far in advance of the military leave period as possible.

SECTION 3: An employee who is on duly authorized paid leave of absence will continue to maintain all benefits including seniority, longevity, and insurance benefits.

SECTION 4: Disabilities Not Compensable Under Workers' Compensation Law. Full-time, permanent employees in the classified service who are totally disabled from performing their duties as a result of a non-work related disability, which for female employees shall include pregnancy, may utilize their accrued leave and/or request a leave of absence without pay for the period of their disability, but such leave shall not exceed six (6) months. Such leaves shall be requested in accordance with this Article and Personnel Policy & Procedure Memorandum II-7.

SECTION 5: The City will assign a pregnant female employee to duties, which are consistent with her physical status during the term of her pregnancy. Determination of physical fitness shall be made by a physician(s) designated by the City Manager in consultation with the employee's physician.

ARTICLE 19
ANNUAL LEAVE

SECTION 1: Employees shall accrue annual leave for any month in which the employee was in a paid status for at least three-quarters (3/4) of the employee's assigned schedule. The amount of leave to be credited shall be in accordance with the following schedule:

0 through 5 full years	8 hours per month
More than 5, but less than 10 full years	10 hours per month
More than 10, but less than 15 full years	12 hours per month
15 full years and over	14 hours per month

SECTION 2: Paid annual leave may not be taken during the initial twelve (12) months probationary period.

SECTION 3: Employees may accrue annual leave to a maximum of 360 hours.

SECTION 4: Upon separation from City employment, employees shall be entitled to full compensation for any earned but unused annual leave. The provisions of this Section do not apply to probationary employees.

ARTICLE 20
SICK LEAVE

SECTION 1: The City has a right to expect regular and dependable attendance from its employees. Sick leave is provided by the City as a form of economic security, and is not to be considered a right, which an employee may use for purposes other than bona fide personal illness, injury, legal quarantine, or sickness or injury within the immediate family. Employees claiming sick leave except for the reasons stated above, or claiming sick leave to the extent that the amount of absence becomes an abuse of the sick leave benefit shall be subject to disciplinary action.

SECTION 2: Sick leave shall be granted upon approval of the Chief of Police or designee to any full-time employee contracting any illness or disability which renders such employee unable to perform the duties required by the City or as provided in Section 5 of this Article.

SECTION 3: Employees shall notify the Chief of Police or designee of illness or disability, which occurs prior to the scheduled starting work time in accordance with department policy. The expected period of absence must be stated. When illness or disability occurs during work hours, the employee shall notify the Chief of Police or designee as soon as possible.

SECTION 4(A): Full-time employees shall accrue eight (8) hours sick leave per calendar month from the date of employment, provided that only those months during which the employee has been in a paid status three-quarters (3/4) or more of his/her regular workdays shall be counted. Sick leave shall be charged by the actual hours used, but in no case shall less than one quarter hour will be charged.

4(B): On an annual basis employees with over 960 sick leave hours as of October 1, shall receive a cash pay out at a percentage of the employee's current hourly rate based upon the number of sick leave hours the employee used in the preceding fiscal year according to the following schedule below:

Employees at maximum of sick leave accrual.

Sick Leave Hours Used In the Proceeding fiscal year	Sick Leave Payout Rate of Accrued Hours Over 960
0 – 12	75%
13 – 24	70%
25 – 36	65%
37 – 48	60%
49 – 60	55%
61 – 72	50%
73 – 84	45%
85 – 96	40%
97 – 108	35%
109 – 120	30%
> 120	25%

No employee shall receive this benefit and also be credited additional annual leave hours pursuant to SECTION 4C below, but the employee may choose to receive one or the other benefit. FMLA time shall not be counted as sick leave hours for the purposes of this provision.

4(C): Employees who have not reached the maximum sick leave accrual pursuant to Section 4(A) above, who are not separating from employment pursuant to SECTION 7 shall be credited additional annual leave hours in October of each year based upon sick leave hours the employee used in the preceding fiscal year based upon the following schedule:

Sick Leave hours used during the preceding fiscal year	Additional Annual Leave Hours Granted for the non-use of sick leave per year
0 hours of sick leave used	8; 10; 12 (Depending upon assigned schedule) hours of additional annual leave credited to the employees annual leave accrual

One (1) hour to twelve (12) hours of sick leave used	4; 5; 6 (Depending upon assigned schedule hours of additional annual leave credited to the employees annual leave accrual
Thirteen (13) hours to twenty-four (24) hours of sick leave used.	2.5; 3.5; 4.0 (Depending upon assigned schedule) hours of additional annual leave credited to the employees annual leave accrual.
More than twenty-four (24) hours of sick leave used	0 hours of additional annual leave credited to the employees annual leave accrual

The use of accumulated additional annual leave shall be requested and may be approved in accordance with the procedures in Article 19, Annual Leave. The employee shall not have the option to receive this benefit and also receive a payment for unused sick leave above the maximum accumulation of 960 hours.

SECTION 5: Forty (40) hours of sick leave time as provided for in this Article, may be requested per contract year for serious illness or injury in the employee's immediate family, which requires the personal care and attention of the employee, and is not qualified leave under the FMLA. Upon request of the Chief of Police, the employee shall be required to furnish such certification from the attending physician. For the purpose of this Section, immediate family shall consist of the employee's spouse and dependent children and parents who live in the same home with the employee.

SECTION 6: No sick leave shall be allowed when an employee fails to present medical documentation of the illness or disability when such is requested by the Chief of Police after four (4) consecutive shifts of sick leave usage or for any illness regardless of the sick days used which reoccurs three times during a fiscal year. The legitimate use of sick leave for those employees injured in the line of duty shall not be cause to lower the rating in an employee's evaluation under the category of Attendance and Punctuality, unless the injury is caused by the employee's negligence.

SECTION 7: Upon an employee's permanent separation from the City, or upon death, the employee or the employee's beneficiary shall receive a payment for accumulated sick leave at a percentage of the employee's current hourly rate based upon the average per year of hours of sick leave used in the preceding twenty-four (24) month of employment before the date of permanent separation from employment according to the following schedule.

Annual Average Of Sick Leave Hours Used In The Preceding Twenty-Four Months Prior To Date Of Separation	Sick Leave Payout Rate
0 – 12	75.00%
13 – 24	70.00%
25 – 36	65.00%
37 – 48	60.00%
49 – 60	55.00%
61 – 72	50.00%
73 – 84	45.00%
85 – 96	40.00%
97 – 108	35.00%
109 – 120	30.00%
> 120	25.00%

ARTICLE 21
FUNERAL LEAVE

SECTION 1: In the event of the death of the mother, father, step-mother, step-father, brother, sister, husband, wife, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, of an employee, such employee shall be entitled to funeral leave for the purpose of arranging for, and attending, said relative's funeral for a period of time not to exceed three (3) work days for any one death.

SECTION 2: If it is necessary for the employee to leave the state in connection with a death as described and for the purposes set forth in Section 1 of this Article, up to five (5) workdays may be allowed, if necessary.

SECTION 3: An employee on funeral leave provided in this Article shall be paid for such hours, which the employee would normally be scheduled to work.

SECTION 4: The City reserves the right to require documentation supporting compliance with the provisions of this Article after the employee returns to work.

SECTION 5: The provisions of this Section shall not apply to employees who fail to contact the employer prior to taking such leave or as soon as possible thereafter.

ARTICLE 22
DISABILITY LEAVE

SECTION 1: An employee who is disabled because of an injury arising out of and in the course and scope of employment with the City determined to be compensable under the provisions of the Worker's Compensation Law to an extent that he cannot perform any work, shall be entitled to disability leave at the employee's regular rate of pay as provided in this Article except where applicable State law provides a greater benefit. When in a disability leave status, an employee who is granted Worker's Compensation, Social Security, or other benefits will be paid the difference between those benefits and the employee's regular rate of pay for the hours the employee would otherwise have been regularly scheduled to work.

SECTION 2: When a City authorized physician and/or psychologist in consultation with the employee's physician and/or psychologist determines that the employee is medically or psychologically fit to return to work, the employee shall return to work or lose the benefits of this Article.

SECTION 3: An employee temporarily assigned to other work shall be paid at the employee's regular rate of pay and it is understood that an assignment to other work shall be considered as a temporary reassignment and shall not be considered a reclassification.

SECTION 4: No pay under this Article shall be allowed where the disability is feigned in the opinion of the City Physician and/or psychologist in consultation with the employee's principal treating physician and/or psychologist; where the disability is intentionally self-inflicted; or where the disability continues as a result of the employee's failure to fully cooperate with medical advice or corrective therapy; or where drugs/alcohol are present at the time of injury.

SECTION 5: Employees who receive retroactive or lump sum Worker's Compensation, Social Security, pension benefits, or other benefits for the period in which the employee receives pay under this Article shall reimburse the City for pay which would otherwise have been deducted in calculating payments under this Article or shall have such amounts deducted from future payments.

SECTION 6: The City will provide guidance as to the procedures to be followed in seeking Worker's Compensation, Social Security, and pension benefits, upon request.

SECTION 7: Employees receiving benefits under this Article who are not performing work shall not accrue sick and annual leave or holiday benefits. When an employee has been on disability leave and/or in a light duty status with pay in excess of seven (7) calendar days of his annual rating period, his performance evaluation shall be based on those days in which he was in a work status. Light duty is considered a work status; therefore, seniority, performance evaluations, and step increases shall not be affected by light duty status resulting from a service-related disability.

SECTION 8: Subject to the provisions of this Article, employees are eligible for disability leave benefits within the period commencing on the day following 30 consecutive calendar days after date of the occurrence which gave rise to the original injury or following 30 consecutive calendar days after said injury first became disabling to the point where the employee could no longer perform within the employee's classification and ending 365 calendar days thereafter. Provided, however, that if prior to the expiration of this eligibility entitlement, the Pension Board rules on the employee's pension application, as submitted by the employee or the City Manager, the entitlement to disability leave shall terminate except when an appeal through the Pension Board's formal hearing is requested, if it is filed and pursued in a timely manner. The City will do its best, subject to the availability of light duty or special projects, as recommended by the Chief of Police and approved by the City Manager, to keep an employee in paid status until the first formal hearing before the Pension Board.

Upon the expiration of the employee's disability leave entitlement, as defined in this Section, the City Manager shall permanently reassign the employee to another classification in or out of the bargaining unit which the employee is fully qualified to perform; or if no such vacancy exists as of the date the disability leave entitlement expires, there shall exist just cause to terminate the employee. Similarly, refusal to accept a reassignment to another classification shall constitute just cause for termination.

SECTION 9: Nothing in this Article shall prevent the City from rehiring or reassigning an employee who was previously permanently reassigned or terminated under Section 8 above, provided:

- (A) The employee is, in the opinion of a City authorized physician and/or psychologist, in consultation with the employee's principal treating physician and/or psychologist, permanently recovered to the extent that he can perform in full the duties of a certified Police Officer, and;

- (B) The employee is otherwise fully qualified for the vacant position, including, without limitation, certification from the State of Florida as a certified Police Officer.

Should an employee be rehired or reassigned to a vacant position within the bargaining unit:

- (A) The employee shall retain his current or last rate of pay, whichever is higher, provided it does not exceed the maximum pay of the classification to which the employee is rehired or reassigned;
- (B) The employee's seniority within the Police Services Department shall be determined as if the employee was on a leave of absence.

SECTION 10: In the event of an off duty injury that incapacitates an employee, rendering them unable to fulfill their duties, the Chief of Police may assign them light duty, if available, during such period of non duty related disability. The Chief of Police shall determine the duration of such assignment.

SECTION 11: With respect to any disagreement regarding medical determinations made in Sections 2, 4 and 9(A) of this Article, the City's authorized physician and/or psychologist and the employee's principal treating physician and/or psychologist shall select a third qualified, licensed and neutral physician and/or psychologist to conduct an examination of the employee. The medical determination made by the neutral physician and/or psychologist shall be final and binding on all parties. All costs incurred emanating from the examination by the neutral physician and/or psychologist shall be divided and paid one half by the City and one half by the employee.

ARTICLE 23
HOLIDAYS

SECTION 1: All employees covered by this Agreement shall be paid for twelve (12) holidays, as herein designated

SECTION 2: The following holidays shall be observed:

New Year's Day	January 1
Martin Luther King's Birthday	The third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Columbus Day	The second Monday in October
Veterans Day	November 11
Thanksgiving Day	The fourth Thursday in November
Christmas Day	December 25
Two Floating Holidays	Equal to two (2) shifts, depending upon the employees current shift assignment (i.e. an employee assigned to 12 hour shift would receive 24 hours of floating holiday time, while another employee assigned to an 8 hour shift will receive 16 hours of floating holiday time, etc.)

Whenever New Years Day, Independence Day, Christmas Day, or Veterans Day falls on a Saturday, the Friday immediately preceding shall be observed. Whenever these specific holidays fall on a Sunday, the Monday immediately following shall be observed.

SECTION 3: For each observed holiday, an employee shall be entitled to eight (8) hours pay at an employee's regular rate of pay, provided that said employee is on authorized leave or works the scheduled work day before and after the holiday, provided that employees shall not receive holiday pay under this Section and pay for leave. In lieu of holiday pay on a holiday where an employee actually works, the employee may accrue such time as annual leave, subject to the maximum accrual rate for annual leave set forth in Article 19.

SECTION 4: An employee required to work an observed holiday shall be compensated at the employee's regular rate of pay for the hours actually worked. Employees covered by this Agreement will not be directed, on an individual basis, to take a holiday off on their normal workday unless the employee requests time off and the employee's request is approved by the department. Nothing in this Section shall be construed to limit the Department to suspend certain operations, sections, or units on the day observed as the holiday

SECTION 5: Employees who wish to have holiday pay deducted from their paycheck and deposited in the Credit Union may do so by completing a form supplied by the employer for that purpose.

ARTICLE 24
EQUIPMENT AND MAINTENANCE

SECTION 1: Each newly hired sworn Officer shall be issued the following equipment for use during the time of his employment with the City: six (6) shirts, three (3) pants, one (1) hat, one (1) winter jacket, one (1) windbreaker jacket, one (1) hat badge, one (1) whistle, embroidered name tags, one (1) uniform badge, EMDD Device, chemical agent and accessories to include handcuffs and case, one (1) service weapon, cartridge case and shells, holster, reflectorized raincoat, web gear and impact weapon. Newly hired sworn officers shall be issued either a National Institute of Justice Standard 0101.06 threat level II or IIIA ballistic vest based upon their preference. All sworn officers shall have the choice of a National Institute of Justice Standard 0101.06 threat level II or IIIA vest when their vest is scheduled to be replaced as a part of the normal replacement or when in disrepair at no cost to the employee. The City shall also replace a vest that no longer fits an employee once during their career at no cost to the employee.

All employees are required to wear their Ballistic vest while in any issued uniform. The Chief of Police has the right to deviate from said policy (i.e. Marine Unit, Training, etc.). All issued equipment, including that listed above, which is damaged, lost, or stolen through negligence, will be replaced at the employee's expense. This provision shall not apply to motor vehicles. The Chief of Police may substitute the assigned equipment at his/her sole discretion.

SECTION 2: All employees will be authorized an annual payment for uniform and non-uniform maintenance in the amount of \$1,300. The payment shall be made in twenty-six equal installments and shall not be included in the definition of pensionable wages. Employees assigned as an investigator in the Investigative Bureau or to the Professional Standards Bureau shall receive an additional \$1,000 per year, paid and prorated as described above. The shoe allowance is included in this payment.

SECTION 3: To maintain the standards required by the Department for appearance, each uniformed employee will receive replacements of Department issued equipment as needed.

SECTION 4: The provisions of the City Take Home Car Program shall be as follows:

- All bargaining unit members who completed the Field Training Program and who live within Palm Beach or Broward County shall receive a take home car.

- Those bargaining unit members who live within the City limits shall be provided cars at no cost to the employee.
- Those bargaining unit members who are provided cars and who live outside the City limits shall pay \$20 month.

With the exception of that which is set forth in Section 4, the City may amend, from time to time, other provisions of the Take Home Car Program.

ARTICLE 25
TUITION REIMBURSEMENT

SECTION 1: The plan shall be applicable to any full-time employee of the City who has been employed by the City for a minimum of twelve (12) months prior to the date on which the employee makes the request for participation.

SECTION 2: This plan is applicable only to educational programs offered by post-secondary, accredited institutions.

SECTION 3: The employee must meet the entrance requirements of the educational institution offering the chosen program. The employee of the City Manager or designee prior to enrollment in the program.

SECTION 4: The program and or course must be related to the needs of the City in that it has the potential to improve the performance level of the employee in the employee's present assignment or develops an employee's ability and knowledge to meet the need of future assignments within the City.

SECTION 5: Subject to the availability of funds in the employee's Department, upon completion of a course in an approved program, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade "C".....	50% Reimbursement
Course Grade "B" or "Pass".....	75% Reimbursement
Course Grade "A".....	100% Reimbursement

SECTION 6: Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic University for a Bachelor's degree program or Palm Beach State College for an Associate's degree program.

SECTION 7: If an employee voluntarily terminates employment within one (1) year of receiving a tuition refund, the employee shall reimburse the City for the amount received in the most recent refund by deduction from any final pay to which the employee would otherwise be entitled, or by such other means as may be necessary to recover the sum.

SECTION 8: During the term of this Agreement, an employee who has or acquires at least 90 semester hours toward a baccalaureate degree in Public Administration, Business Administration, Law Enforcement, Criminal Justice or who is awarded a Masters Degree in those disciplines shall receive a professional development bonus of \$150.00 annually. The bonus shall be payable upon verification of the educational attainment by the Chief of Police. The benefit shall be paid in the first payroll period in December.

ARTICLE 26
MEDICAL INSURANCE

SECTION 1: The City will pay in full the single coverage premium for a basic medical, surgical, hospitalization, dental and vision care, and major medical insurance for all full-time probationary or permanent employees and any additional increases in the premium during the term of this Agreement for such coverage. The City reserves the right to select the carrier and to determine the level of benefits.

SECTION 2: The City shall maintain a plan for the payment of premium costs with pre-tax dollars under Section 125 of the Internal Revenue Service Code.

SECTION 3: Employees requesting dependent coverage will pay the employee contribution cost of such coverage and any additional increases in premiums during the term of this Agreement.

SECTION 4: Employees selecting single coverage under plan options other than the basic medical referred to in Section 1 above, will pay the additional cost of the employee contribution for such coverage and any additional increase in premiums during the term of this Agreement.

ARTICLE 27
DEATH BENEFITS

SECTION 1: The City shall maintain Special Hazard Insurance for employees covered by this Agreement in the amount of \$25,000 per employee or in the amount established by Section 112.19, Florida Statutes, whichever coverage amount is greater.

SECTION 2: The City will support efforts to secure full benefits from the State Workers' Compensation, Social Security, and City Pension Plan, both administratively and legally, for the surviving family members of any employee killed in the line of duty.

ARTICLE 28
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

SECTION 1: Employees performing temporary work in a higher classification for an entire shift or more shall receive an eight percent (8%) supplement added to their base wage rate or the minimum of the higher classification, whichever is greater, for all hours worked in the higher classification, retroactive to the first day of the temporary assignment. Such supplement shall be paid in the appropriate payroll period.

ARTICLE 29
LONGEVITY

SECTION 1: As of December 1st of each year, employees with continuous uninterrupted service shall receive a longevity benefit on the following basis:

More than 5 full years, but less..... \$ 600
than 10 full years

More than 10 full years, but less..... \$1,025
than 15 full years

15 full years and over..... \$1,225

ARTICLE 30
WORK WEEK AND OVERTIME

SECTION 1: Eighty (80) hours within a fourteen (14) day period shall constitute a normal work cycle for employees covered by this Agreement. Employees may be assigned to a work cycle, which provides for regular work assignments, which are more or less than eighty (80) hours within a fourteen (14) day period, provided that the assigned hours worked average eighty (80) hours per fourteen (14) day period over a reasonable period of time, not to exceed three (3) months. Employees who are assigned to a twelve (12) hour duty schedule will normally work seven (7) twelve (12) hour shifts in a two (2) week period. These employees will be given a twelve (12) hour shift off with pay every six (6) weeks.

SECTION 2: Employees with 18 or more years of continuous service with the City as a sworn employee and sworn employees employed prior to October 1, 2007, with 18 or more years of continuous service with the City, shall have the option to work this shift and shall be paid at time and one half (1 1/2) his/her current base rate of pay for all hours worked. Employees with 18 or more years of service assigned to a ten (10) hour shift schedule or an eight (8) hour shift schedule shall have the option to work one additional eight (8) hour shift per month to be determined by management, not to exceed ninety six (96) hours in a twelve (12) month period and shall be paid at time and one half (1 1/2) his/her current base rate of pay for all hours worked. The assignment to be worked will be determined by management. Employees who have entered the Deferred Retirement Option Program (DROP) shall not exceed eighty four (84) hours in this section.

SECTION 3: Hours worked in addition to the normally scheduled total work hours within the fourteen (14) day period shall be compensated at time and one-half (1 1/2) the employee's base rate of pay. For all overtime, scheduled and unscheduled, the employee assigned must be within one rank of the vacancy causing the overtime. For example, a Lieutenant may work an overtime shift for a Sergeant and a Sergeant may work an overtime shift for an Officer, but a Lieutenant shall not be permitted to work an overtime shift for an Officer without the express permission of the Chief of Police. Lieutenants may also work the Bicycle Unit Details, Wave Runner Details, ATV Details, Events (Concerts, Parades, Shows, Etc.) and Traffic Task Force but only if assigned by management. Details posted at the monthly detail selection meetings shall be available to Lieutenants at their regular overtime rate of pay. For compensation purposes, hours worked includes hours actually worked plus authorized leave. For the purpose of this Agreement,

authorized leave shall include sick leave, annual leave, authorized paid leave, educational leave, holidays, and compensation leave.

SECTION 4: Overtime for work performed after the employee's tour of duty will only be paid after the employee has worked over fifteen (15) minutes.

SECTION 5: Notice of any change in employee's regular hours of work will normally be given when the employee is on an assigned work shift or within twenty-four (24) hours prior to the next scheduled duty shift, except where an emergency exists.

SECTION 6: Employees shall be paid for overtime or accrue and maintain compensatory time at their election, up to a maximum of eighty (80) hours.

SECTION 7: Employees who exceed a maximum accrual of compensatory time shall be compensated in cash.

SECTION 8: Work schedules will not be altered within a work cycle to avoid the payment of overtime, except in the case of department directed training programs.

SECTION 9: When an employee is issued disciplinary action which would include suspension without pay, the City will determine whether the first twenty four (24) hours will be served as time off without pay or deducted from the employee's annual leave bank. Additional hours may be deducted from the employee's annual leave bank and/or floating holiday time, at the employee's option.

SECTION 10: When employees are required to attend the Southern Police Institute, at Louisville, F.B.I. National Academy, or Northwestern Traffic Academy, they will receive a weekly stipend of \$125 when no meals are provided and \$75 when meals are provided. Receipted copying costs will be reimbursed. These payments are in lieu of per diem costs.

ARTICLE 31
COURT TIME

SECTION 1: Court time is that time an employee is required to appear in court or give a deposition as a result of action taken within the scope of employment. Compensation for the court time outside of the normal work period shall be a minimum of three (3) hours pay at time and one-half. Any additional overtime for each appearance will be compensated in accordance with the workweek and overtime Article.

SECTION 2: No witness or subpoena fees will be accepted by an employee for an off duty appearance. Employees will be entitled to the IRS mileage allowance to and from the employee's place of permanent residence for a required court appearance outside the City limits of Boca Raton, unless a travel fee is paid by said Court or unless transportation is provided by the City. Employees will be permitted to accept deposition fees from private attorneys.

ARTICLE 32
CALLBACK

SECTION 1: Employees ordered to return to duty not on their regularly assigned shift, shall be paid the actual time worked, but not less than three (3) hours at time and one-half.

SECTION 2: Callback rates shall apply to each successive incident whereupon an employee is called to duty outside the employee's normal working hours.

SECTION 3: Time and one-half pay described in Sections 1 and 2 will only apply to work performed outside normal duty hours.

SECTION 4: Employees returning to work on callback assignment may or may not be required to work the minimum hours for which payment is guaranteed at the sole discretion of an on-duty supervisor.

ARTICLE 33
WAGES

SECTION 1: Salaries will be increased on the step system in the following manner: Salaries shall be as listed in Appendix 'B' attached.

- Effective October 1, 2011 there shall be a 0% increase to each step as reflected in the attached Step Plan (as set forth in Appendix 'B').
- Effective October 1, 2012 there shall be a 1% increase to each step as reflected in the attached Step Plan (as set forth in Appendix 'B').
- Effective October 1, 2013 there shall be a 2.5% increase to each step as reflected in the attached Step Plan (as set forth in Appendix 'B').
- All Employees shall move through the steps of the Step Plan on their anniversary date, provided they receive a meets expectations evaluation.

SECTION 2: With the exception of additional compensation paid to Field Training Officers, no bargaining unit member's base salary may exceed the maximum salary set forth with respect to the applicable position. Bargaining unit members shall be rated "Significantly Exceeds Expectations", "Exceeds Expectations", "Meets Expectations", or "Requires Improvement".

SECTION 3: Field Training Officers shall receive an increase in their base rate of pay in the amount of 5% during their first three years of service as a Field Training Officer and 7.5% for all years after. The years serving as a Field Training Officer are cumulative and total and shall not be required to be consecutive. The designated employee(s) shall receive the monetary increase for the duration of the Field Training Officer assignment, whether in the process of training or not. The monetary increase shall commence in the pay period following the date this Agreement shall take effect. The City shall have the right to determine the selection of FTO's and the number of rank of Officer in the FTO program.

SECTION 4: Employees assigned as investigators to the Investigative Bureau or the Professional Standards Bureau shall receive \$1,000.00 annually as assignment pay to be paid in two (2) \$500 increments in October and April.

ARTICLE 34
PENSIONS

SECTION 1: Notwithstanding any other provision of the pension plan, no member shall qualify for a disability pension if the Board determines that the disability is related to the use of unlawful or non-prescribed drugs, the intemperate use of alcohol, or injury suffered while engaged in a felonious or criminal act.

SECTION 2: The City of Boca Raton Police and Fire Fighter's Pension Plan shall be amended to provide that:

(a)(1) The multiplier for employees retiring on or after October 1, 2004, and before October 1, 2007 shall be 3.5 and the maximum benefit shall be 84% of average monthly earnings.

(a) (2) The multiplier for employees retiring on or after October 1, 2007, shall be 3.5 and the maximum benefit shall be 87.5% of average monthly earnings.

(a) (3) Effective on October 26, 2010 the employee contribution to the Pension Plan shall be increased by one percent (1%) from nine and two tenths percent (9.2%) to ten and two tenths percent (10.2%). If the City's required pension contribution pursuant to the annual actuarial valuation report subsequently drops below ten and two tenths percent (10.2%), the employee contribution will revert to nine and two tenths percent (9.2%).

(b) Effective October 1, 2004 the definition of "earnings" for employees shall be as follows:

"Earnings," for employee's shall mean the total cash remuneration paid by the primary employer for services rendered, assignment pay, crash-free bonus and continuous service benefit (annual longevity) paid to a member, including up to 300 hours of overtime compensation earned by a member in each 12 month period during the 24 consecutive months immediately preceding the member's date of retirement or termination of employment, whichever occurs first. If a member does not earn 300 hours of overtime compensation in each 12 month period during the 24 consecutive months immediately preceding the member's date of retirement or termination of

employment, then up to 100 hours of overtime compensation earned by the member prior to the 24 consecutive months immediately preceding the member's date of retirement or termination of employment shall be added to the overtime compensation earned by a member in each of the final two (2) consecutive twelve (12) month periods to make up to 300 hours. Provided, in no event shall the total amount of overtime compensation included in a member's earnings exceed 300 hours in any 12 month period; and overtime compensation added to a member's earnings as provided above, shall be at the member's average, monthly overtime rate for the 24 consecutive month period immediately preceding the member's date of retirement or termination of employment, whichever occurs first. Payments for extra duty or special detail work performed on behalf of an outside employer (other than the City), overtime in excess of 300 hours, other bonuses or accumulated sick and annual leave and other payments will not be included. Total cash remuneration shall be calculated prior to salary reductions for contributions picked up by the city pursuant to section 12-133(5) or deferred compensation pursuant to section 457 of the Internal Revenue Service Code.

(c) Disability Pension Offset: Section 12-153(5)(e) of the Pension Plan shall be amended to provide that the service-incurred disability pension benefit shall never be reduced below forty-two percent (42%) of the original disability benefit, forty-two percent (42%) of average monthly earnings, or the accrued normal retirement benefit.

(d) Disability Pension Offset: There shall be a deduction made from the monthly service-incurred disability pension payment of fifty percent (50%) of compensation from non-Police Officer employment provided that there shall be no offset until the outside earnings are greater than two hundred percent (200%) of the difference between the gross monthly salary of the disabled person last paid by the City as of the time of the disability retirement and the disability benefit, and provided further, that the service-incurred disability pension benefit shall never be reduced below forty-two percent (42%) of the original benefit or that which may be provided through normal retirement. The amount of gross monthly salary shall be escalated quarterly for the purpose of calculation by the percentage increase, if any, in the Bureau of Labor Statistics Price Index, Hours and Wages, Miami Index, measured on a quarterly basis.

EXAMPLE	GROSS MONTHLY EARNINGS	\$3,000.00
	Disability Benefit	2,200.00
	Difference:	800.00
	X2	\$1,600.00

WAGES:	\$2,000.00
200% of GME – Disability	(1,600.00)
Difference:	400.00
Offset: 50% of Excess Wages	\$ 200.00
DISABILITY BENEFIT	\$2,200.00
Less Excess Wages	200.00
Net Benefit*	\$2,000.00

*Subject to 42% of accrued pension benefit minimum

A member shall furnish the Plan Administrator by April 30 of each calendar year, or by the end of an extension approved by the IRS, with tax and other records the board deems necessary to administer the provisions of this subsection. Failure to provide the records by April 30, or the extension's terminal date, shall result in immediate termination of disability pension benefits.

(e) For pension payments made after October 1, 1995, with the exception of the medical insurance supplement referred to in Section 2(f) retired employees shall receive a 3% biennial increase in their pension benefits beginning 3 years after retirement; provided, however, disability retirees shall not receive their first biennial increase until 3 years after their eligibility for normal retirement would have occurred. For pension payments to employees who retire on or after October 1, 2001, with the exception of the medical insurance supplement referred to in section 2(f), retired employees shall receive a two (2) percent annual increase in their pension benefits beginning one year after retirement; provided, however, disability retirees shall not receive their first annual increase until one (1) year after their eligibility for normal retirement would have occurred.

(f) Effective October 1, 1999, employees who retire will receive a monthly medical insurance supplement of \$10 per month X completed years of credited, continuous service. This formula will include years of service while enrolled in the DROP, not to exceed five years.

Effective October 26, 2010, employees who retire and separate from the City and employees who are enrolled in the DROP when they separate from the City shall receive a Monthly Supplement of Ten Dollars and Fifty Cents (\$10.50) for every year of continuous service with the City (Years of continuous service x 10.50 per year=Monthly Supplement). Although employees enrolled in the DROP do not receive the Monthly Supplement until the date they complete the DROP and separate from City employment, their time in the DROP shall be counted for purposes of calculating their years of continuous service with the City in determining their Monthly Supplement.

SECTION 3: Chapter 185 Monies

(a) The Union, as representative of the employee, waives the right to sue the City and/or any past or present officials and/or past or present Trustees of the Police and Firefighter's Pension Board concerning any claims for previous Chapter 175/185 monies or the use thereof. It is understood and agreed that all additional premium tax revenues received by the City pursuant to Chapter 185 shall be used first to pay for the minimum benefits required by Chapter 185, and after all minimum benefits are implemented, additional premium tax revenues shall be used to provide extra benefits, as defined in Chapter 185, that are agreed to by the City and the Union, and implemented by City Ordinance.

(b) Employee members shall conduct a vote to use Chapter 185 monies as an integral part of the Pension Fund in accordance with this Article. The City and the Union will jointly request that the Board of Trustees vote to use the Chapter 185 monies as an integral part of the Pension Fund in accordance with this Article, and the implementation of this Article shall be conditioned upon the members and Trustees voting so to do. The continued maintenance of the extra benefits adopted on or after March 12, 1999 Plan revisions set forth in this Article shall be conditioned upon the continued use of the Chapter 185 monies as an integral part of the fund in accordance with this Article.

(c) All modifications to the Pension Plan will be negotiated as required by law.

SECTION 4: Deferred Retirement Option Plan (DROP)

The pension plan shall include the Deferred Retirement Option Plan (DROP). The City agrees to maintain the provisions in section 12-153(9) of the Police and Firefighters' Retirement System (attached to this Agreement as Appendix "C").

Section 5: An employee may purchase credited service in the City of Boca Raton Police and Firefighter's Retirement System for military service, as well as prior service as a police officer or deputy sheriff for another employer in the State of Florida. Additionally, credited service may also be purchased for federal or other state or county or municipal service as long as such service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement as provided under Chapter 943, Florida Statutes. Notwithstanding the above, no credited police service may be purchased if the employee is entitled to receive a benefit within the meaning of Section 185.02 (5) (c), for such prior service as a police officer.

ARTICLE 35
SUBSTANCE ABUSE

SECTION 1: Bargaining unit employees shall refrain from the using, possessing, dispensing, or selling of any drug/ chemical substance not prescribed for use by a licensed physician except where directed by the Chief of Police, and, the using of a prescribed medication in a manner that does not substantially conform to the direction of the prescribing physician. Also, self-impairment due to drugs, or alcohol to a blood/ alcohol measure of .05 or more while on duty is similarly prohibited.

SECTION 2: DRUG/ALCOHOL TESTING: Employees are subject to urinalysis and/ or blood testing as required by the City to detect the presence of drugs/ chemical substances and/ or alcohol when:

- (a) It is part of a scheduled physical examination, which is provided to the employee at City expense.
- (b) Management has a reasonable belief based on objective factors that the employee may be acting in violation of Section 1 of this Article.

SECTION 3: RANDOM TESTING: Because of the nature of its mission and the importance of its responsibility, the Police Department must provide its employees and the public with overt assurance that its sworn staff is unimpaired by drugs/chemical substances and/or alcohol while on duty. Toward that end, each employee shall be subject to chemical testing in compliance with the City's Drug and Alcohol Free Workplace Policy, as may be amended from time to time, at a time and place to be designated by the Chief of Police. Employees will be chosen from a blind list composed of employee I.D. numbers. During the term of this Agreement, the City may implement chemical testing on hair samples under the same conditions set forth in this and following sections.

SECTION 4: When chemical testing is being conducted in accordance with the provisions of sections 2 and 3 above, the employee shall simultaneously provide two separate specimen samples. Where the urinalysis of an employee specimen sample is positive for drugs/ chemical substances, a second test utilizing the second specimen sample shall be performed by a separate lab. Tests shall be a GC/MS or one of equivalent validity. A second hair test will be conducted in

accordance with the procedures of the lab conducting the hair analysis. Collection, transport, and storage of samples shall observe proper chain of custody and clinical procedures.

SECTION 5: (a) Refusal to submit to testing shall be cause for dismissal. Submission to a chemical test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.

(b) Any challenge to reasonable belief shall be submitted to expedited arbitration. If the finding is for the City, the results will be released. If the arbitrator finds for the employee, the sample will be discarded. Pending the arbitration, the test sample will be frozen or otherwise preserved in a scientifically sound manner.

SECTION 6: Employees who are required to take prescription medicine which possesses possible side effects that may impair the safe performance of an employee's duties shall notify their immediate supervisors at the start of the work shift.

SECTION 7: (a) If the test results establish with reasonable scientific certainty that an employee is present at work with .05 or more blood/ alcohol level, the employee may be disciplined.

(b) If the test results establish with reasonable scientific certainty that an employee is in violation of Section 1 of this Article with regard to illegal drugs/ chemicals, the employee shall be dismissed.

(c) In any arbitration proceeding seeking review of disciplinary action under this Section, the City shall bear the burden of proof including the existence of reasonable belief and scientific certainty of the test results.

SECTION 8: Employees may, upon request, have a FOP representative present during the testing procedure, provided that the test will not be postponed for more than thirty (30) minutes to await a FOP representative.

SECTION 9: Where the reasonable belief arises, the employee will be directed to the City physician or a clinic/ hospital to give the sample. Urinalysis testing will be used in cases of suspected drug use. Blood testing will be used in cases of suspected alcohol use.

SECTION 10: The City shall provide referral guidance to employees seeking professional assistance in dealing with a drug or alcohol related problem. However, such guidance must be requested by the employee. Participation in such programs shall not mitigate or stay the implementation of dismissal action against the employee for violation of this Article's provisions nor discipline/dismissal for other drug/alcohol related offenses. Admission of a drug and/or alcohol problem incident to a request for assistance authorized by this Section shall not be used as a basis for discipline/dismissal.

SECTION 11: An inconclusive test will result in an immediate retest of the split sample within twenty-four (24) hours of receipt of the inconclusive test results.

ARTICLE 36
TIME POOL

SECTION 1: Each January members of the FOP bargaining unit, except for those employees in their initial probationary period, shall have 3 hours deducted from their annual leave bank in January and July of each fiscal year (6 hours total) and deposited in the FOP time pool account as authorized, levied, and certified in accordance with the Constitution and By Laws of the local Union to be used by bargaining unit employees designated by Boca Raton Lodge 35, FOP, for Union business activities which shall include meetings with the City's management and attendance at formal conventions and seminars. Additionally, in July of each year members may voluntarily donate additional hours to the time pool account using the appropriate form.

SECTION 2: A representative of the Union desiring to attend such meetings of official Union business shall submit a notice at least five (5) working days prior to the date of such a meeting to the employee's immediate supervisor (non-bargaining unit member) and to the Chief of Police. With approval of the Chief of Police, the five (5) day notice may be waived.

SECTION 3: Donations of time shall be authorized by the employee so donating, on an appropriate form, one copy of which shall go to the immediate supervisor (non-bargaining unit member), one copy to the Union, and one copy to the Human Resources Director. Time drawn against the time pool shall be with the approval of the Union President or designated representative. A record of all time donated and drawn against the above-mentioned pool of time, shall be accurately kept by the Police Department and the Union.

SECTION 4: Valuation of hours credited to the pool will be based on the rate of pay of each donor for hours credited in and on the rate of pay for each donee for hours charged out.

SECTION 5: A Union member shall be released from duty in accordance with the provisions of this Agreement only when the needs of the Police Services Department, as determined by the employee's immediate supervisor (non-bargaining unit member) have been met, but such release shall not be unreasonably denied. If the needs of the Police Services Department do not permit the release of the employee as requested, release of an alternate employee during the desired time may be requested.

SECTION 6: No individual employee shall be permitted more than two hundred (200) hours from the time pool in any calendar year, except that the President of the Union shall be permitted to use up to four hundred (400) hours provided that the President, at all times while using the time pool, will remain reasonably available by telephone or beeper for consultation with the management of the Police Services Department or any FOP member.

SECTION 7: Any accident incurred by an employee whose time is being paid for by the Time Pool shall not be considered to have been incurred in the course and scope of his employment by the City within the meaning of Chapter 440, Florida Statutes as amended, except for injuries sustained in Palm Beach County while in the course of attempting to halt a felony in progress or apprehending a fleeing felon.

ARTICLE 37
SAVINGS CLAUSE

SECTION 1: If any Article or Section of this Agreement should be found unlawful, invalidated, or unenforceable by a court of competent jurisdiction or by statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION 2: In the event of such finding, the parties will meet within thirty (30) days to negotiate a replacement Article or Section.

ARTICLE 38
NO SMOKING POLICY

SECTION 1: All employees hired on or after October 1, 1990, shall abstain from the use of tobacco products at all times during the period of their employment with the City while both on and off duty. Failure to comply with this provision may result in dismissal.

SECTION 2: The City may at its own expense provide voluntary classes to assist interested current employees who wish to stop smoking. No disciplinary action or other job sanction shall be taken against a current employee who either does not choose to participate or does not successfully complete any such voluntary programs.

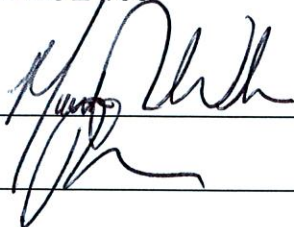
ARTICLE 42
DURATION

This Agreement becomes effective October 1, 2011, and shall continue for a term of three (3) years through September 30, 2014. Negotiations for a successor Agreement shall commence after notice by either party prior to June 1, 2014.


SIGNATURE PAGE


IN WITNESS WHEREOF, the parties have executed this Agreement this 1st day of November, 2011.

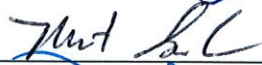
FRATERNAL ORDER OF POLICE
LODGE #35





THE CITY OF BOCA RATON,
FLORIDA







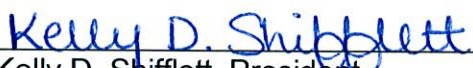




Ratified by the Union
on the 6th day of October, 2011

Ratified by the City of Boca Raton
on the 12th day of October, 2011

Confirmed by:



Kelly D. Shifflett, President
Fraternal Order of Police, Lodge #35

Confirmed by:



Susan Whelchel, Mayor
City of Boca Raton

Attest:

By: 

Susan Saxton
City Clerk



Leif J. Ahnell, C.P.A., C.G.F.O
City Manager

APPENDIX "A"
AGREEMENT

This AGREEMENT is entered into by and between _____, herein referred to as "Applicant/Candidate", and the City of Boca Raton Police Services Department, herein referred to as "City" for the purposes set forth herein:

WHEREAS, THE APPLICANT/CANDIDATE has applied for employment with the Police Services Department of the City; and

WHEREAS, in order to properly train the Applicant/ Candidate for his/her duties as a Police Officer, it will be necessary for the City to expend and incur substantial expenses in the processes of training Applicant/Candidate to be a commissioned Police Officer; and

WHEREAS, both parties acknowledge that it is intended that the expenditures incurred by the City shall be recaptured by the City through services rendered by the Applicant/Candidate to the City's Police force after completion of the Applicant's/Candidate's training period; and

WHEREAS, Applicant/Candidate acknowledges that the City suffers a substantial loss of its training investment in the event he/she after completing police force instruction and training leaves the City's employment prior to two (2) years following completion of such training; and

WHEREAS, the parties agree that in order to induce the City to employ the Applicant/Candidate and provide Police Officer certification for the Applicant/Candidate and in consideration of the City incurring the expenses of training, the Applicant/Candidate agrees that he/she shall remain with the City police force for a term of at least two (2) years, unless prior thereto the Applicant/Candidate is terminated by the City.

WHEREAS, the City agrees to give credit for service rendered against the reimbursement obligation subsequent to completion of the field-training period in order to induce the trained Officer to remain with the City's employ.

NOW, THEREFORE, it is agreed as follows:

1. Reimbursement Obligation - The Applicant/Candidate, in consideration of the agreement by the City to provide formal police training through Palm Beach Community College or Broward Community College Police Academy to be followed upon successful completion thereof by a period of approximately twelve (12) weeks of field training under the supervision of experienced Boca Raton Police Officers, does hereby agree that, in the event employment with the City Police Services Department ceases due to any cause other than "termination" as defined below, within twenty-four (24) months from commencement of full-time service as a Police Officer, he/she will reimburse the City, or the City's Police Services Department for all expenses incurred in connection with hiring and training of the Applicant/Candidate. Reimbursement for the physical exam (except drug testing) shall be made to the Police and Fire Pension Fund.

2. Definition of "Termination" - "Termination" as used in this Agreement, shall mean any discontinuance of the Applicant's/Candidate's employment initiated by the City or mutually initiated by the City's Police Services Department and the Applicant/Candidate. Provided, however, that the City, in its sole discretion, can waive reimbursement. Any waiver of reimbursement by the City shall be valid only if in writing and signed by the City Manager of the City of Boca Raton.

3. Calculation of Reimbursement Obligation - The reimbursement obligation shall consist of the sum of all amounts expended by the Department in connection with hiring and training the Applicant/Candidate and is limited to the following:
 - a. Cost of polygraph, psychological and physical examination expenses in the amount of \$_____

 - b. Cost of Police academy training in the amount of \$_____

 - c. Expenses of non-mandatory training \$_____

 - TOTAL COST: \$_____

Applicant/Candidate shall execute a promissory note in the favor of the City of Boca Raton for the total costs reflected in paragraph 3 of this Agreement on or prior to the date of hire. Said promissory note shall excuse said debt of the principal amount in accordance with the terms set forth in paragraph 4 of this Agreement.

4. Credit for Continuous Employment - Credit for service rendered will be given against the reimbursement obligation at the rate of one twenty-fourth ($1/24$) of the total reimbursement obligation for each four (4) weeks of continuous full-time employment subsequent to the completion of the field training period. Any change in the estimated reimbursement obligation would consequently result in a proportional change in the amount of credit for service. Any absence from work due to illness, non-duty related injury or other cause for a period greater than two weeks shall be excluded from the period of service for which credit will be given.

APPENDIX 'B' SALARY SCHEDULES

Fraternal Order of Police (FOP)

Step and Grade Schedule

FY 2011/2012

POLICE OFFICER										
Step	1	2	3	4	5	6	7	8	9	10
Hourly	25.2142	26.4296	27.7035	29.0388	30.4384	31.9056	33.4434	35.0554	36.7450	38.5162
Annual	52,445.54	54,973.57	57,623.28	60,400.70	63,311.87	66,363.65	69,562.27	72,915.23	76,429.60	80,113.70

SERGEANT				
Step	1	2	3	4
Hourly	39.6716	41.5838	43.5882	45.6891
Annual	82,516.93	86,494.30	90,663.46	95,033.33

LIEUTENANT			
Step	1	2	3
Hourly	47.0599	49.3280	51.7057
Annual	97,884.59	102,602.24	107,547.86

APPENDIX 'B' SALARY SCHEDULES

Fraternal Order of Police (FOP)

Step and Grade Schedule

FY 2012/2013

POLICE OFFICER

Step	1	2	3	4	5	6	7	8	9	10
Hourly	25.4663	26.6939	27.9805	29.3292	30.7428	32.2247	33.7778	35.4060	37.1125	38.9014
Annual	52,969.90	55,523.31	58,199.44	61,004.74	63,945.02	67,027.38	70,257.82	73,644.48	77,194.00	80,914.91

SERGEANT

Step	1	2	3	4
Hourly	40.0683	41.9996	44.0241	46.1460
Annual	83,342.06	87,359.17	91,570.13	95,983.68

LIEUTENANT

Step	1	2	3
Hourly	47.5305	49.8213	52.2228
Annual	98,863.44	103,628.30	108,623.42

APPENDIX 'B' SALARY SCHEDULES

Fraternal Order of Police (FOP)

Step and Grade Schedule

2013-2014

POLICE OFFICER										
Step	1	2	3	4	5	6	7	8	9	10
Hourly	26.1030	27.3612	28.6800	30.0624	31.5114	33.0303	34.6222	36.2912	38.0403	39.8739
Annual	54,294.24	56,911.30	59,654.40	62,529.79	65,543.71	68,703.02	72,014.18	75,485.70	79,123.82	82,937.71

SERGEANT				
Step	1	2	3	4
Hourly	41.0700	43.0496	45.1247	47.2997
Annual	85,425.60	89,543.17	93,859.38	98,383.38

LIEUTENANT			
Step	1	2	3
Hourly	48.7188	51.0668	53.5284
Annual	101,335.10	106,218.94	111,339.07