

COLLECTIVE BARGAINING AGREEMENT BETWEEN

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.



AND

THE TOWN OF HIGHLAND BEACH



OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

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PREAMBLE

THIS AGREEMENT is entered into by and between the TOWN OF HIGHLAND BEACH, FLORIDA, located within the County of Palm Beach, State of Florida (hereinafter referred to as "Town"), and FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC. (hereinafter referred to as the "FOP" or the "Union"), as the sole and exclusive bargaining representative of the employees within the certified bargaining unit.

It is the purpose of this Agreement to promote and maintain harmonious relations between the Town and the employees within the certified bargaining unit; to provide for equitable and peaceful means of resolving grievances which may arise; and to establish fair wages, hours, terms and conditions of employment.

Whenever a male pronoun is used in this Agreement, it shall be construed to include references to both sexes.

ARTICLE 1 – RECOGNITION

Pursuant to and in accordance with all applicable provisions of Part II of Chapter 447, Florida Statutes, the Employer recognizes the Union as the exclusive collective bargaining representative for those employees in the following unit as provided in PERC Certification number 1908 for the purpose of bargaining collectively in the determination of wages, hours and terms and conditions of employment of those public employees within the bargaining unit.

INCLUDED: All permanent full-time and regular part-time employees of the Town of Highland Beach in the following positions:

Accounting/Payroll Officer, Administrative Assistant/Permit Specialist- Building, Administrative Assistant- Law Enforcement, Administrative Support Specialist- Town Clerk's Office, Code Enforcement Officer, Lead Postal Clerk, Library Assistant, Library Assistant Clerk (PT), Maintenance Worker (Part-Time), Postal Clerk (PT), Utility Maintenance Foreman, Utility Maintenance Mechanic, Water Treatment Plant Operator [A, B and C]

EXCLUDED: All other employees of the Town, including managerial, confidential, supervisory employees, as well as all sworn law enforcement personnel, including employees in the following positions:

Accreditation/Training Manager, Chief of Police, Chief Plant Operator, Deputy Town Clerk, Finance Director, Library Director, Office Manager/Code Enforcement Officer- Building Dept., Police Lieutenant, Police Officer, Police Sergeant, Public Works Director, Research and Support Specialist, Reserve Police Officer, Town Clerk, Town Manager, Utility & Maintenance Superintendent, Water Treatment Plant Superintendent.

It is further understood and agreed that the Staff Representative or his designee will be the official spokesman for the Union in any matter between the Union and the Employer, only however on the matters which the Union has authority regarding its membership. The representative shall designate in writing the name of his designee.

ARTICLE 2 - PAYROLL DEDUCTION AND DUES

Upon receipt of a written authorization from the employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues. It is understood that this provision will provide for deductions equal to the number of pay periods per year. The Employer will submit to the Union the deducted sums within fifteen (15) calendar days. Changes in the Union membership dues and rates will be certified to the Employer in writing over the signature of the Representative of the Union and shall be done at least thirty (30) calendar days in advance of the effective date of such change. The Union will make a reasonable effort to notify employees of any increase in dues in advance of such increase being deducted by the Employer. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within seven (7) calendar days after remittance is received of its belief and reasons stated therefore that the remittance is incorrect.

The Union will indemnify, defend and hold the Employer harmless against any claim made, and against any suit instituted, against the Employer as the result of any check-off of union dues.

An employee may revoke his authorization for deduction of dues provided the employee gives thirty (30) calendar days written notice to the Employer and the Union. Upon receipt of such notification, the Employer shall terminate dues on the pay date immediately following the expiration of the thirty (30) calendar day notice period.

No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions.

If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse within the Union and not the Town, provided that the excess amount deducted was in fact remitted to the Union in the form of dues.

The Town shall remit all dues deducted to the Florida State Lodge, 242 Office Plaza, Tallahassee, FL 32301.

ARTICLE 3 – NO STRIKE PROVISION

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

In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violate any provision of the law prohibiting strikes may be disciplined, up to and including discharge, by the Town. The only question that may be raised in any proceeding (grievance, judicial or otherwise) contesting such action is whether the provision prohibiting strikes was violated by the employee to be discharged or otherwise disciplined. The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary. This provision, however, does not waive any other remedies, judicial or otherwise, that the Town is entitled to.

ARTICLE 4 - MANAGEMENT SECURITY

The Union, its representatives, members or any persons acting on their behalf agree that the following “unlawful acts” as defined in Chapter 447, Florida States are prohibited:

- 1) Solicitation of public employees during working hours; or
- 2) Distributing literature during working hours in areas where the work of the public employees is performed.

The circuit courts of the State shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings if necessary. A public employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by the Employer notwithstanding further provisions of this or any other agreement.

No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article.

The Employer and Union agree that the basic intent of this Agreement is to provide a fair day’s work in return for a fair day’s pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and Union affirm the joint opposition to any discriminatory practices in connection with employment, promotion, training or assignment remembering that the public interest requires full utilization of employees’ skills and ability without regard to of age, race, creed, color, national origin, sex, handicap/disability, marital status, familial status, pregnancy, sexual orientation, or religion.

In accordance with Chapter 447, Florida Statutes, employees shall have the right to form, join and participate in or refrain from forming, joining or participating in an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing to negotiate collectively through a certified bargaining agent with the Town in the determination of the terms and conditions of their employment.

However, the Parties also recognize that the Town has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Palm Beach County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations concerning issues set forth in this Article cannot be processed through the contractual grievance/arbitration procedure, but shall only be subject to the method(s) prescribed under applicable federal, state or local law.

ARTICLE 5 – MANAGEMENT RIGHTS

It is the right of the Town to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Town to direct its employees, to take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. Unless expressly abridged by specific language of a provision of this Agreement, management retains and reserves unto itself all of its rights and privileges which it possessed at any time under law.

Management officials of the Town retain all rights, in accordance with applicable laws, including but not limited to the following:

- a. To manage and direct the employees of the Town.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- c. To suspend, demote, discharge or take other disciplinary action against employees for cause.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To maintain the efficiency of the operations of the Town and to set standards of service to be offered to the public.
- f. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- g. To determine the organization of Town government.
- h. To determine the number of employees to be employed by the Town.
- i. To determine and implement the number, types and grades of positions of employees assigned to an organizational unit, department or project.
- j. To determine and implement effective internal security practices.
- k. To require employees to be in a physical and mental condition that allows them to effectively perform their normal duties.

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1. To promulgate reasonable departmental rules and regulations not in conflict with the provisions of this Agreement.

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

If, in the sole discretion of the Town Manager, it is declared that Civil Emergency Condition exists, including, but not limited to riots, civil disorders, hurricane conditions, public health emergencies, epidemics, pandemics, or exigencies, the provisions of this Agreement may be suspended by the Town during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.

ARTICLE 6 – UNION STEWARDS AND UNION REPRESENTATION

1) Employees covered by this Agreement will be represented by stewards designated by the Union.

2) A written list of union stewards shall be furnished to the Town prior to the effective date of their assuming of office.

3) The Union Representative or his designee will be admitted to the property of the Employer. Union officials, as designated above, shall be able to talk with employees before or after regular working hours, break periods or during the lunch period of said employees on Employer property in areas mutually agreed upon by the Union and the Employer to discuss union business.

4) The following sections outline the duties and responsibilities of stewards and recognized union representatives. Generally, union business will be conducted by the union steward on non-work time. In those cases which union business cannot be conducted on non-work time, then with the prior approval of the Town, designated union stewards shall be granted reasonable time off, without loss of pay, to meet and confer in order to settle grievances. Work loss must be minimized. The steward must advise his supervisor of the requirement of such time and secure permission. Such permission will not be unreasonably withheld. Files of the employee as authorized by Chapter 119 of the Florida Statutes, or exempt files authorized by the employee (in writing), shall be open for investigation by the steward when settling grievances. Union stewards shall not conduct any grievance work on premium time (overtime) except in emergency situations occurring during such premium hours that involve suspension or discharge. Supervisor permission shall be given in writing (email or otherwise) to the union steward. Upon returning to his work assignment, the steward shall report to his immediate supervisor, unless prior consent not to do so has been secured.

5) Union stewards shall be employees as designated by the Union, and shall be members of the bargaining unit.

6) Union representatives, while on public property and functioning as stewards, are subject to the same rules of the Employer as all other public employees, except as specifically provided in this Agreement.

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7) All stewards have productive work to perform as assigned by the Employer. The parties agree to cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting and adjusting grievances or disputes while working.

ARTICLE 7 – PROBATIONARY EMPLOYEES

All employees shall be classified as probationary employees for the first twelve months of continuous uninterrupted employment. The probationary period shall apply for all employees in a new job classification. The Town Manager has the discretion to extend the probationary period an additional three (3) months. Except in the case of a transfer or a promotion to a new position, the Employer may terminate a new-hire probationary employee with or without cause. Such decision to terminate shall not be subject to the grievance or arbitration procedures of this collective bargaining Agreement. Provisions as to seniority shall not apply to probationary employees; rather, seniority shall date back to the time of hire after an employee has successfully completed his probationary period. If more than one (1) employee is hired on the same day, seniority shall be determined by the day (1-31) of birth, with the employee having the lowest numeric day of birth having the most seniority.

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

Although employees will accumulate vacation time during their introductory period, they may not use any vacation time until they have completed six months of employment in the Department, unless authorized in writing by the Department Head. Sick leave shall begin to accrue as of the first service date of the employee, but may not be used until the employee has been employed for at least three (3) months.

ARTICLE 8 – RULES AND REGULATIONS

The Town will provide the Union with copies of any work rules and/or policies which the Town has created, amended, or deleted, which pertain to members of the bargaining unit within a reasonable time after creation, amendment, or deletion.

ARTICLE 9 –DISCIPLINE AND DISCHARGE

Section 1. Code of Conduct and Corrective Actions

It shall be the duty of an employee to maintain high standards of cooperation, efficiency and integrity in his or her conduct and work performance with the Town in keeping with the Oath of Office; the laws of the United States, the State of Florida, and the Town of Highland Beach; provision(s) of Departmental or Town Rule(s) or Regulation(s) and Standard Operating Procedure(s).

The Town may follow a system of progressive correction and discipline in that the Town, in its sole discretion, may impose a level of corrective action or discipline deemed necessary to correct undesirable behavior. Actions taken may increase in severity if the original offense is not corrected or if a subsequent offense arises.

Based on the severity of the offense, the action imposed by the Town for the first or subsequent offenses may include verbal counseling, written reprimands, a suspension without pay, or termination

Section 2. Corrective Actions (grievable through Step 2 of the Grievance Procedure, but not subject to arbitration) are as follows:

Verbal Reprimands are not discipline that is arbitrable under this Agreement. Verbal Reprimands are issued by management to verbally warn an employee about his/her conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the departmental working file or pending evaluation file.

Written Reprimands are not discipline that is arbitrable under this Agreement. Written Reprimands are issued by management when a verbal reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal reprimand is not deemed by management to be sufficiently severe for the offense.

Suspensions are issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is a removal from the work site which includes loss of pay for the time specified. An employee who has been suspended may supplement his/her paycheck with accrued vacation or comp time.

Section 3. Disciplinary Actions (grievable through arbitration step) are as follows:

Suspensions are discipline that is grievable under this Agreement. Suspensions are issued by management for proper cause when lesser action has not resulted in a satisfactory change in the employee's conduct or work performance or when lesser action is not deemed by management to be sufficiently severe for the offense. A suspension is a removal from the work site which includes loss of pay for the time specified. An employee who has been suspended may supplement his/her paycheck with accrued vacation or comp time.

Permanent reduction in pay due to a disciplinary issue or a reduction in classification within the bargaining unit (demotion) are discipline which is grievable under this Agreement.
Section 4. Termination.

A decision to terminate the employment of an employee may be made by management for proper cause. A termination of employment is a permanent separation from employment with the Town. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards, and such termination of an employee during the probationary period would not be grievable to arbitration.

Employees subject to dismissal shall have the right to a pre-determination hearing to accordance with Florida law. The hearing shall be conducted by the appropriate Department Head.

The pre-determination hearing shall be conducted prior to discharge or suspension. The employee may request the appropriate union steward be present at the hearing along with the supervisor who has made the charge. This section shall not apply to circumstances involving use of drugs or alcohol while on duty. The union steward and the employee shall receive written notice of the charges against the employee twenty-four (24) hours in advance of the hearing. A waiver of hearing shall be attached to the notice and the employee may waive his right to such hearing.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURES

1) Members of the bargaining unit will follow all lawful and reasonable written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein. The following rule applies to all employees: Obey first, grieve later.

2) A grievance is defined exclusively as a dispute involving the interpretation or application of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. The Union is under no obligation to process a grievance for an employee who is not a member of the Union; therefore nonmembers of the Union who are covered by this Agreement shall be responsible for filing their own grievances. The Town need not entertain or process under this Article any dispute, or other matter not meeting this definition.

3) Grievances pertaining to more than one bargaining unit member may be filed by the Union on behalf of all affected members.

Step 1: The Union shall present the grievance, in writing and dated, to the Department Head, within fourteen (14) days not including weekends and holidays after knowledge of the act or omission that gave rise to the grievance. The Department Head or his or her designee shall, within 7 calendar days of receipt of the written grievance, conduct a meeting with the Union. The Department Head shall notify the Union in writing of the decision not later than 7 calendar days following the meeting date.

Step 2: If the grievance is not fully resolved at Step 1, the Union, within 7 calendar days of receipt of the answer provided in Step 1, may forward a copy of the original written grievance to the Town Manager with a separate cover letter stating that the grievance is being advanced to Step 2. The Town Manager may, but need not, hold a meeting with the Union regarding the grievance. The Town Manager shall notify the grievant and the Union of the Town Manager's decision within 7 calendar days following receipt by the Town Manager of the grievance. The decision of the Town Manager shall be determinative of the grievance (and such decision is final and binding under the terms of this Agreement, unless modified by a decision on an arbitrable grievance made in compliance with the following arbitration procedure).

Discipline or correction involving oral or written reprimands may be processed through Steps 1 and 2 of this Grievance Procedure and are not arbitrable. The decision of the Town Manager on such grievances shall be final and binding on the parties. The grievant may write any rebuttal he or she wishes to the corrective action, which shall be included in the employee's personnel file along with the record of the discipline.

4) If the grievance is arbitrable as noted herein, and is not resolved by the foregoing grievance procedure, the Union, within seven (7) calendar days after the Town Manager's decision in Step 2, may provide the Town Manager a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union with respect to the unresolved grievance.

5) Within seven (7) calendar days from receipt of the written notice immediately above, the Parties shall confer to select an arbitrator. In the event the Parties fail to agree on an arbitrator, both parties shall, within seven (7) calendar days, jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and then the Town will alternately strike one name at a time from the list as not acceptable until only one remains and this person will be the arbitrator. The Town and the Union will alternate in the right to first strike arbitrators; the initial first strike being determined by a coin toss.

6) As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the Parties and consider the grievance. The decision of the arbitrator will be served upon the Town and the Union in writing. It shall be the obligation of the arbitrator to rule within thirty (30) calendar days after the close of the hearing. The failure of the arbitrator to issue a timely ruling shall not divest the arbitrator of jurisdiction to issue an award. The expense of the arbitration, including, but not limited to, the fee and expenses of the arbitrator and the cost of a court reporter shall be paid by the losing party. Each Party shall be exclusively responsible for compensating its own representatives and witnesses.

7) The power and authority of the arbitrator shall be strictly limited to an interpretation of the express terms of this Agreement. He or she shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement to the Town or the Union or the employees, or to establish or change any wages or rate of pay in this Agreement. The decision of the arbitrator shall be limited to upholding the grievance, or denying the grievance, and the arbitrator shall not have the authority or right to modify the discipline or craft any remedy other than restoring the employee to the position he or she was in prior to the disciplinary action being imposed, with restoration of any lost wages and, if applicable, restoration of any benefits.

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8) No decision of any arbitrator or of the Town in one case shall create a basis for retroactive adjustment in any other case.

9) The parties intend that a “make whole” remedy be awarded, if applicable. All claims for back wages shall be limited to the amount of wages including lost overtime, that the employee otherwise would have earned from the Town. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of 7 calendar days prior to the date of the filing of the grievance at Step 1.

10) The decision of the arbitrator shall be final and binding on both Parties, and the grievance shall be considered permanently resolved, subject to any post-award judicial relief available to either Party under Florida law.

11) The grievance and arbitration procedure shall be exclusive to the FOP as set forth herein. Therefore, subject to Section 447.301 and 447.401, Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or demand the Union file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this agreement.

12) It is agreed, with respect to this grievance and arbitration procedure, that:

a) Any grievance, in order to be processed, must be submitted in writing at Step 1 as noted above and contain all of the following: a statement of the grievance and facts upon which it is based; each specific Article and subsection of this Agreement claimed to have been violated, and the remedy or correction requested. Grievances will be resolved at all later stages based on this statement of the grievance.

b) A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be barred. Failure on the part of the Town to respond within the time limit set forth at any step shall be deemed a denial, and require the Union to proceed to the next step.

c) A time limit at any stage of the grievance procedure may be extended by written and countersigned mutual Agreement of the Union and the Town Manager, including by reciprocal emails agreeing to an extension. No extension of time shall be inferred by any conduct or verbal exchange between the Parties.

d) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after submission to Step 1 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit it may describe the unit generally.

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e) Grievances and appeals of denials of a grievance may be delivered to a designated Town official by hand delivery, email or facsimile delivery during the hours of 9:00 am until 5:00 p.m., Monday through Friday. Where the last day for such presentation falls on a Saturday, a Sunday or a holiday expressly recognized as such under this Agreement, presentation shall be considered timely if made on the next business day following such Saturday, Sunday or holiday.

ARTICLE 11 – HOLIDAYS

SECTION 1: DEFINED

The following Holidays are generally holidays with pay for all full-time and regular part-time Town employees as approved by the Commission or amended by the Commission from time to time:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day / Day after Thanksgiving	4th Thurs. November, day after
Christmas Eve /Christmas Day	December 24 / December 25
Three personal leave days	

Full-time employees are paid for each recognized holiday up to a maximum of 8 hours, unless otherwise covered by terms of a collective bargaining agreement. Part-time employees are paid ½ of the full-time holiday hours recognized by the Town.

SECTION 2: HOLIDAYS FALLING ON WEEKENDS

If a recognized holiday falls on a Saturday, the designated holiday shall be on the previous Friday. If a recognized holiday falls on a Sunday, the designated holiday shall be on the Monday following the holiday.

SECTION 3: ACCUMULATION OF PERSONAL HOLIDAYS

Employees starting to work between October 1 and December 31 shall receive three personal holidays for the fiscal year. Employees starting to work between January 1 and March 31 shall receive two personal holidays for the fiscal year. Employees starting to work between April 1 and June 30 shall receive one personal holiday for the fiscal year. Employees starting to work between July 1 and September 30 shall receive no personal holidays for the fiscal year.

SECTION 4: HOLIDAY PAY

In some cases, due to departmental requirements, employees may be scheduled to work on a holiday. In those cases, the employee shall be given credit for the holiday, and they shall be paid time and ½ their regular rate for hours worked. Shift employees receive holiday pay if they are not normally scheduled to work the holiday. Alternatively, the Town Manager may approve any employee, including Department Heads, to take a future day off in lieu of receiving holiday pay for a holiday he/she is required to work. It shall be the employee's choice to either take the future day off or else choose to receive compensation for that day. Employees who are on leave of absence without pay or disability leave without pay shall not be entitled to holiday compensation or an additional day off with pay.

SECTION 5: TOWN MANAGER DISCRETION

The Town Manager will determine when, and if, any department or operation will be closed other than the defined holidays as listed in Section 1.

SECTION 6: SICK LEAVE BEFORE OR AFTER A HOLIDAY

Where an employee calls in sick the day before or the day after a holiday, the Town Manager may require documentation from the employee's health care provider to confirm the legitimacy of the illness prior to payment being made.

ARTICLE 12 – VACATION LEAVE

SECTION 1: OBJECTIVE

Vacations are provided for the recreation and relaxation of Town employees, and employees are encouraged, if working conditions permit, to take a leave on an annual basis. All vacation leave requests must be approved, in advance of the leave, by the employee's Department Head. Full-time and part-time employees are provided vacation leave as more specifically outlined below.

SECTION 2: ANNUAL VACATION LEAVE

Every non-exempt employee holding regular status position may use accrued vacation leave after conclusion of the probationary period or as approved by the Town Manager. Part-time employees accrue vacation leave hours at one-half (1/2) the rate indicated below. Such annual leave shall be based on anniversary dates and granted as follows:

- A. Beginning the first day of employment, employees begin accruing 10 working days of vacation leave each year.
- B. After three (3) years, employees will begin accruing 15 working days of vacation.
- C. After ten (10) years, employees will begin accruing 20 working days of vacation.

SECTION 3: MAXIMUM ACCUMULATION

Generally, employees shall not accumulate more than 25 days of vacation in his/her vacation account. However, the Town Manager may allow an employee to accumulate and carry over more than 25 days of vacation, provided the employee makes arrangements with his/her department head to use the overage by the end of the fiscal year. Accruals of leave in excess of 25 days (200 hours) at the end of the fiscal year shall be forfeited by the employee. An employee who has been unable to take earned vacation time off for which he/she has made a prior written request solely because the Town has denied the request for mission requirements shall be able to carry over those vacation hours to the next year.

SECTION 4: USE OF ACCUMULATED LEAVE

The time at which an employee may take vacation leave shall be determined by the Department/Division Head with due regard to the wishes of the employee and to the needs of the department/division. All vacation schedules shall be arranged in advance, and approved by the Department Head. In case of emergency, the Department Head may cancel and reschedule any or

all approved vacation leaves in advance of their being taken, and, if necessary, may call back an employee from a vacation in progress. If an employee is called back from vacation for an emergency, the Town will reimburse, at current IRS rates, the employee for reasonable travel expenses.

SECTION 5: ACCUMULATION DURING LEAVE

Credit for vacation leave shall not accumulate during any leave of absence without pay or during any layoff. Vacation leave shall continue to accumulate during a leave of absence with pay or during an authorized vacation leave. With regard to accumulation during a worker's compensation leave, refer to the worker's compensation policy contained in this manual.

SECTION 6: HOLIDAYS DURING VACATION LEAVE

Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes, and shall not be charged to the employee's accumulated vacation leave.

SECTION 7: PAYMENT OF VACATION LEAVE UPON TERMINATION OF EMPLOYMENT

Any non-probationary employee, who has worked for the Town at least 12 consecutive calendar months, leaving the Town in good standing shall be compensated for vacation leave earned and unused at the date of termination of employment, , up to a maximum of 25 vacation days, at the employee's current pay rate. All vacation leave accrued and unused in excess of 25 vacation days is forfeited.

SECTION 8: WAIVER OF VACATION LEAVE

As vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay.

ARTICLE 13 – LEAVE AND ATTENDANCE

Employees are required to be in attendance at their work in accordance with administrative regulations and rules. Irregular attendance of any kind and/or tardiness, or failure to record tardiness of absences shall be considered in performance reviews; and, if not remedied, may justify termination.

REPORTING ABSENCES FROM DUTY

Employees are required to report absences from duty, not previously arranged, to their department head or a designated superior within one (1) hour before their work day begins, each day such absence occurs. If the absence is expected to be of considerable duration, it shall be reported as specified the first day, together with a statement of approximate length of time such absence is expected to continue. Cases of absences for which compensation is claimed shall be investigated by the Town Manager and the report of a registered physician of his selection may be required, certifying that the employee was unable during the entire absence to perform the duties of his position. Any absence from duty of an employee under provisional appointment or probationary appointment, except for injury service connected, shall be without compensation.

ARTICLE 14 - BEREAVEMENT LEAVE

A member may be granted up to three (3) days bereavement leave for the death of any immediate family member to attend a funeral within Palm Beach, Martin or Broward Counties; or five (5) days bereavement leave for the death of any immediate family member where the funeral will be outside of Palm Beach, Martin or Broward Counties. "Immediate family member" is defined as father, mother, son, daughter, husband, wife, domestic partner, brother, sister, foster child, grandfather, grandfather in-law, grandmother, grandmother-in-law, great-grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister. If not listed, a request for special circumstances can be made to the Town Manager for approval, prior to travel. Upon request by the Town, the employee shall furnish proof of death in order to receive pay for bereavement leave. A day is considered the equivalent of one shift for the purposes of this Article.

ARTICLE 15 - DONATION LEAVE POLICY

Bargaining unit members are entitled to benefits in the Medical Emergency Leave Donation Policy of the Town, in the Rules and Regulations at Article XXX.

ARTICLE 16 - SERVICE CONNECTED INJURY

A bargaining unit member covered by Florida Statute, Chapter 440, Workers' Compensation, and in accordance with provisions set forth hereunder, shall be entitled to benefits in accordance with that Florida Statute.

The Town shall provide bargaining unit members with life insurance, and short term and long term disability insurance as provided to other employees of the Town. The details of coverages, conditions and exclusions are set forth in the respective policies.

ARTICLE 17 - SICK LEAVE

SECTION 1: ACCUMULATION OF SICK LEAVE

Each full-time employee shall accrue one sick day per month. Each part-time employee shall accrue one-half (1/2) sick day per month. Sick leave is accrued on a bi-weekly basis starting on the employee's hire date.

Sick leave shall not be accrued when an employee is on leave without pay status in any pay period.

Employees accumulate all accrued and unused sick leave hours during the fiscal year. However, all sick leave accruals in excess of 1,120 hours (part-time 560 hours) shall be forfeited at the end of each fiscal year. Sick leave hours accrued under this Section 1 may be used only for sick leave as defined in this Article during the employee's employment with the Town. Employees shall have no reasonable expectation of payment for such accrued and unused sick leave, except as expressly set forth in Section 5 below.

SECTION 2: USE OF SICK LEAVE

Sick leave shall not be considered personal time which an employee may use at his or her discretion. It is intended to insure employees against occasional illness and to provide time off with pay during longer periods of absence due to illness. Sick leave may be used for the following purposes only:

1. Personal illness;
2. Doctor or dentist appointment for employee which cannot reasonably be scheduled for a time outside of the employee's normal work schedule;
3. Illness to an employee's spouse, child or parent which mandates that the employee be present to care for their relative or take their relative to a necessary medical appointment when no other means of transportation is available or appropriate.

SECTION 3: MEDICAL CERTIFICATE

A medical certificate may be required as evidence of an employee illness or any injury that prevents attendance at work for any period of time. A medical certificate required by a Department/Division Head shall consist of a written statement by a qualified, licensed physician indicating:

- The employee has been examined by the physician during the period of absence.
- The symptoms observed or measured by the physician.
- The stated diagnosis and medication and/or treatment prescribed.
- The dates on which the employee was physically incapacitated from work.

SECTION 4: FULL USE OF SICK LEAVE

An employee who has used all accrued sick leave benefits may be allowed to use available vacation, holidays, or compensatory time in order to maintain earnings without interruption.

SECTION 5: PAYMENT OF SICK LEAVE UPON SEPARATION FROM EMPLOYMENT

Upon resignation, retirement or permanent disability, employees who have a minimum of two (2) years of continuous employment with the Town, shall be paid for the accrued, unused sick time balance as follows:

Employees who are:

- hired on or after July 20, 2018:

With 2-5 years of service: 30% conversion, not to exceed 100 (part-time 50) paid hours

With 5-10 years: 40% conversion, not to exceed 100 (part-time 50) paid hours

With over 10 years: 50% conversion, not to exceed 100 (part-time 50) paid hours

- hired prior to July 20, 2018:

With 2-5 years of service: 30% conversion, not to exceed 560 (part-time 230) paid hours

With 5-10 years of service: 40% conversion, not to exceed 560 (part-time 230) paid hours

With over 10 years of service: 50% conversion, not to exceed 560 (part-time 230) paid hours

Employees who are terminated involuntarily, whether due to misconduct, budget cuts or general layoffs, are not eligible for payment of sick leave.

SECTION 6: SICK LEAVE INCENTIVE PROGRAM

On September 1 of each year, and subject to the availability of budgeted funds, employees who have been employed by the Town for a minimum of one year and have a minimum of 96 (part-time 48) hours of accumulated and unused sick leave will be eligible to

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participate in a “sick leave incentive program,” provided the employee has not been disciplined for tardiness or absenteeism during the twelve month period immediately preceding September 1. The Finance Department will distribute a sick leave election form on September 1 of each year to all eligible employees. On that form, the employee will be advised of the total amount of sick leave he/she has accumulated. The employee may then elect to convert up to four days of accumulated but unused sick leave to either vacation leave or additional pay on the employee’s next regular pay check.

Eligible employees are not required to convert sick leave to payment or vacation leave. A written election declining the conversion may be submitted to the Finance Department to decline conversion. Forms that are not returned to the Finance Department by the deadline reference on the form shall be deemed to indicate the employee declined conversion.

ARTICLE 18 - LEAVE WITHOUT PAY/USERRA

Employees may, upon written request to the Department/Division Head and subsequent approval by the Town Manager, be granted a Leave of Absence without pay.

Requests for a Leave of Absence without pay shall be made by completing a Leave of Absence Request form and shall be for a period determined on a case by case basis. A Leave of Absence without pay shall not exceed 90 days unless previously approved by the Town Manager. The requesting employees shall state the reasons why in his/her opinion the request should be granted, the date when he/she desires the leave to begin, and the date of his/her return. The Town Manager, upon the recommendation of the Department/Division Head, may approve or disapprove such request at his/her discretion and may consider, without limitation the operational requirements of the department, budgetary considerations, availability of temporary substitute employees, the performance and attendance record of the individual, and the reason for the request.

Except for leave qualified under the FMLA or ADA, no assurances of reinstatement will be given to an employee who has been granted a leave of absence without pay. If the employee's position is in existence and is vacant, an employee returning from leave shall be eligible for re-employment, provided that he/she is capable of performing the essential functions of the position involved in accordance with applicable law. In the event that the position previously held by the employee is no longer vacant at the time he/she seeks re-employment, an attempt shall be made to offer employment in another position of the same occupational category, or in a closely related position for which the employee is qualified.

The Town shall adhere to Federal and State law, including the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), as well as Chapter 250, Florida Statutes and §115.07, Florida Statutes, with regard to any Military Leave. In addition, in accordance with USERRA, the Town shall not retaliate against any member assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that member is not a service member. Any alleged violations of this Article shall not be subject to grievance and arbitration.

ARTICLE 19 – LABOR MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established as soon as practicable after signing of this Agreement. The Town and the FOP shall name up to three (3) individuals who are employed by the Town of Highland Beach as members of the Labor-Management Committee.

The Committee shall meet and confer on a quarterly basis, if necessary. Discussions shall concern problems of a general nature that may arise from time to time in the Town but shall not constitute renegotiation of this Agreement. There shall be no loss of pay or benefits for those members who are on duty time when a meeting occurs.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

Section 1.

The standard work week shall consist of five (5), eight (8) hour days Monday through Friday.

Section 2.

Overtime hours and overtime compensation shall be defined, calculated and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor. Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of the Department Head or his/her designee.

Section 3.

A. **Compensatory Time - General.** In lieu of overtime pay, a bargaining unit member, in his or her discretion, may choose to accrue compensatory time. Compensatory time will be governed by the Town's Personnel Rules and Regulations, Article XV, Section 2, except that there shall be an annual maximum or cap of 100 regular compensatory hours, with the possibility of an expanded annual maximum cap of 140 compensatory hours earned during any fiscal year, using two separate categories of premium pay as set forth below. Any hours worked beyond these maximums shall not result in accrual of additional compensatory time or premium pay, but shall be paid at straight time or overtime rates, as required by law.

B. **Regular Compensatory Time.** Employees shall earn regular compensatory time throughout the year, up to an annual maximum or cap of 100 regular compensatory hours earned during any fiscal year.

C. **Compensation Under Civil Emergency Conditions.**

In summary, in times of Civil Emergency Conditions as designated by the Town Manager, employees will be eligible to receive additional pay under the conditions below. First, they shall receive additional Comp time, hour for hour, up to the cap(s) in this Agreement. Then, they shall receive premium half time pay for the next 60 hours worked. Each separate declared Civil Emergency is a new event under this provision.

1. Premium Pay Under Civil Emergency Conditions. Employees are entitled to receive premium pay, in addition to their regular compensation, under two specified conditions during periods when a declaration of a Civil Emergency Condition has been made by the Town. If the Town Hall is closed based on a declaration that a Civil Emergency Condition exists, or for an election, and some employees of the Town are not required to work, but are paid for time not worked, then the following terms in this Article 20, Section 4. C. 2. and 3. shall apply. Up to the caps as noted below, employees shall receive Civil Emergency Compensatory Time. Further, beyond the Civil Emergency Compensatory Time cap, as noted below, they shall receive Civil Emergency Premium Pay. Both the Civil Emergency Compensatory Time and Civil Emergency Premium Pay will be paid in addition to the employees' straight time or overtime pay for hours worked as required by law.

2. Civil Emergency Compensatory Time. Employees shall earn Civil Emergency Compensatory Time as follows. Bargaining unit employees who work during the period of a Civil Emergency Condition (while others are paid but not working) shall receive Civil Emergency Compensatory Time, hour for hour based on hours worked, in addition to their regular pay for all hours worked (i.e., akin to double time). Employees shall earn Civil Emergency compensatory time up to a maximum or cap of 60 Civil Emergency Compensatory Time hours during any one period of a declared Civil Emergency Condition. Compensatory time earned during a declared Civil Emergency(s) shall be added to an employee's compensatory bank. Should the number of hours in an employee's compensatory bank be at the annual maximum cap of 100 or should it reach the annual maximum cap of 100 with the addition of some or all of the compensatory hours earned during a declared Civil Emergency, the annual maximum cap of 100 shall be increased to 140 hours to accommodate additional compensatory time hours earned during a Civil Emergency(s) only, up to the maximum cap of 140 hours.

For clarity, the maximum caps on compensatory time are:

- Regular compensatory time – up to 100 per year.
- Civil Emergency Compensatory Time – up to 60 hours/each declared Civil Emergency Condition.
- Total possible accrual of comp time from both sources above – up to 140 per year.

3. Civil Emergency Premium Compensation. In each declared period of Civil Emergency, if additional hours are worked after a bargaining unit member has accrued 140 total compensatory time in a year or has accrued 60 hours in a single incident of declared Civil Emergency Conditions as noted above (i.e., they are maxed out in one or both categories), such

additional hours of work shall be paid at the Civil Emergency Premium Compensation rate of an additional one-half times the employee's regular straight time rate, for up to an additional 60 hours of work for each period of declared Civil Emergency Conditions. Therefore, it is possible that a portion of the hours worked during a Civil Emergency will be paid as Civil Emergency Compensatory Time, up to the applicable caps, and the balance of hours worked, up to a total of an additional 60 hours in that Civil Emergency incident, will be paid at the Civil Emergency Premium Compensation rate. Hours worked in such a period after the 60-hour Civil Emergency Premium Compensation cap has been reached will be paid at straight time or overtime as otherwise applicable under law. This Civil Emergency Premium Compensation contract half time hourly rate is paid based on the employee's straight time regular rate, and not on any overtime rate, even if the underlying hours worked by the employee to be entitled to this premium pay are paid at the rate of time and one-half overtime based on the Fair Labor Standards Act (i.e., no one-half time on time and one-half).

D. Furloughs. During the period of a Civil Emergency Condition, if any employees are furloughed in the discretion of the Town, such employees may use accrued and unused vacation time to be paid during the furlough. Employees who are notified that they are furloughed shall have their group healthcare benefits maintained by the Town as if they were continuously employed for such periods as determined by the Town Manager in his discretion. If employees are partially furloughed (i.e., furloughed to work only half their regular schedule), they shall receive proportional employee benefits accruals (by percentage of regular time worked) during the periods of partial furlough. The Town retains the management right, in its sole discretion, to lay off or terminate employees who are on furlough if the period of a Civil Emergency Condition extends for longer than expected. Furloughs shall be made in order of reverse seniority and recalls from furloughs will be made in order of seniority.

ARTICLE 21 – INSURANCE

The Town shall provide \$50,000.00 life insurance coverage for each full time member of the bargaining unit.

The parties agree to continue to explore the needs for any changes of insurance carrier giving the employees the option of utilizing the major medical and health insurance benefits provided by the Town. The Labor/Management Committee may meet and confer on this issue. The Town agrees to continue to provide employees with a group term life insurance policy.

All Bargaining Unit members of the Town, and their dependents are eligible to participate in the Town group health, dental, vision, and life insurance program. Insurance coverage shall commence after thirty (30) days of employment, and shall cease on the last day of the month following the employee's separation from employment. The details of coverages, conditions and exclusions are set forth in the respective policies. A brochure describing the provisions of available insurance coverage, and the associated costs to the employee, shall be furnished to each employee periodically. The employee may choose to enroll his/her eligible dependents (spouse, domestic partner, and /or eligible child(ren) in addition to himself/herself in group health insurance.

The Town shall provide all bargaining unit members with a Short-Term Disability (STD) policy on the same basis as with other Town employees. The details of coverages, conditions and exclusions are set forth in the respective policies.

The Town shall also provide each bargaining unit member with a Long-Term Disability policy on the same basis as with other Town employees. The details of coverages, conditions and exclusions are set forth in the respective policies.

ARTICLE 22 – SAFETY AND HEALTH

The Employer and the Union agree that they will conform to all laws relating to safety, health, sanitation and working conditions. The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

Safety practices may be improved upon from time to time by the Employer and upon recommendations of the Employer and the Union. Protective devices, apparel, and equipment, when provided by the Employer must be used and any failure to obey safety regulations or to use safety devices shall result in disciplinary action, up to and including discharge.

ARTICLE 23 – BULLETIN BOARDS

The Union shall be permitted to use space on bulletin boards at work reporting locations where employees covered by this Agreement work.

The Union agrees it shall use the space on the bulletin board provided for herein only for the following purposes; notices of union meetings, notices of internal elections for union offices, reports of union committees, policies of the Union, recreation and social affairs of the Union, and notices by public bodies. In no event shall the bulletin board be used to post political material or controversial material. The Representative, his designated representative, or the Steward of the Union are the only authorized representatives to post material on the bulletin board. Said representatives shall initial and date all material which is posted.

The Town Manager or his designee shall decide whether or not this Section has been violated. Should it be determined that a violation has occurred the Union shall immediately remove the posted material and the Union may lose its bulletin board privileges, following a meeting between the Employer and the Union.

ARTICLE 24 – MILEAGE ALLOWANCE

Employees directed by the appropriate Department Head or his designee to use their private automobiles for Town business, shall be compensated at the rate established per mile by the I.R.S. Employees may not claim mileage for their regular commute to and from work.

ARTICLE 25 – EDUCATIONAL ASSISTANCE

The Town shall provide Tuition Reimbursement of 100% of the approved tuition cost per course for bargaining unit members who receive a grade of C or better, using the requirements and procedures in the Town policy on educational reimbursement.

ARTICLE 26 – WAGES

Section 1. Wages

Wage increases will be administered as follows. The prior performance review plan of the Town with percentages is being eliminated, and it is being replaced with these three categories, Does Not Meet Standards – Meets Standards – Exceed Standards. In order to be an eligible bargaining unit member to receive a merit increase, each employee must meet the following criteria in the Town's new annual performance evaluation process. All eligible bargaining unit members, entitled to receive the increase, shall have received a Meets Standards or Exceeds Standards rating on their Annual Performance Review. Should a bargaining unit member receive a Does Not Meet Standards, that employee will not be eligible for the increase and his or her wages shall remain unchanged, until the next Annual Performance Review is conducted, at which time this same process to determine eligibility shall apply.

For fiscal year 2020/2021, all eligible bargaining unit members shall receive an adjustment of their base pay of 3.5% on the first full pay period after October 1, 2020.

Effective the first full pay period after October 1, 2021, all eligible bargaining unit members shall receive an adjustment of their base pay of 3.5% based upon the merit pay plan of the Town.

Effective the first full pay period after October 1, 2022, all eligible bargaining unit members shall receive an adjustment of their base pay of 3.5% based upon the merit pay plan of the Town.

Employees are paid within the salary range for their classification. If an eligible employee is at the top of the salary range, or topped out, the employee shall receive the merit increase above, paid out over the 26 pay periods for that year, however, their base pay does not get increased by this merit pay (Their base pay does not increase, but each year thereafter when they are eligible, they shall receive the merit pay in the same manner.)

Section 2. Educational Incentive

The Town will pay an educational incentive to existing full time non-probationary employees who are employed by the Town on the date of ratification of this Agreement, as follows:

If a covered employee has, or achieves during employment, an Associate's Degree, that employee will receive an additional \$2,000 in annual compensation during the term of this

Agreement, which shall be paid bi-weekly in equal payments in each pay period throughout the year.

If a covered employee has, or achieves during employment, a Bachelor's Degree, that employee will receive an additional \$4,000 in annual compensation during the term of this Agreement, which shall be paid bi-weekly in equal payments in each pay period throughout the year.

The Town will pay for only the highest degree obtained. Incentive pay may not be stacked for multiple degrees. Employees must present to the Town, through the Chief of Police or designee, a copy of their degree, along with a transcript of classes taken. The educational incentive will only be paid if the degree has been earned at an institution recognized by the Council for Higher Education Accreditation, and if it relates to the position held by the employee.

Section 3. Promotions

A promotion is the advancement of an employee from their current position to another open job, with greater responsibilities, in a higher pay grade. An employee who receives a promotion to a higher salary grade (either by taking on a new position or the employee's current position is reclassified to a higher salary grade) will receive a salary increase at the time the promotion becomes effective, to the minimum of his/her new pay range, or 5%, whichever is greater.

Section 4. Longevity

The Town Longevity Pay Program provides employees, who have reached a certain number of years of employment at the Town and who are employed on the date of payment, with a lump sum payment based on a percentage of the employee's base salary. Longevity pay shall be paid in accordance with applicable laws.

Employees who reach their Milestones below will receive in a lump sum check:

10th year of employment-	2% of base annual salary
15th year of employment -	3% of base annual salary
20th year of employment-	4% of base annual salary
25th year of employment and each 5th year thereafter-	5% of base annual salary

ARTICLE 27 – ALCOHOL AND DRUG TESTING

The Town is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on the job; reports to work under the influence of drugs or alcohol; possesses, distributes or sells drugs in the workplace; or abuses alcohol on the job. Therefore, the Town has established a drug-free workplace policy in Article IV of the Town's Personnel Rules and Regulations, which policy shall apply to employees governed by this Agreement.

ARTICLE 28 – SENIORITY

Seniority shall be defined as the length of continuous full-time employment with the Employer. Seniority shall be acquired by an employee after satisfactory completion of a twelve (12) month probationary period, at which time seniority shall be retroactive to the first day of employment.

In the event of a lay-off or reduction in force, employees shall be laid off in the inverse order of seniority within job classes, also giving consideration to performance appraisals, disciplinary actions on file, conduct, and qualifications, in the discretion of management.

Employees laid off shall have the right to bump or replace an employee with less seniority in a lower classification for which the employee is qualified, provided said employee has previously held such a position within the Town and can perform the established functions of the current job description.

Seniority shall accumulate during periods of approved leave or absence where the employee remains in a pay status. Seniority is not broken when an employee is on an approved leave of absence without pay, but seniority does not accumulate during this period.

Seniority shall be broken when an employee, resigns, is discharged for just cause, or exceeds an authorized leave of absence.

ARTICLE 29 – JOB QUALIFICATIONS AND PROMOTIONS

Whenever a job opening in the bargaining unit occurs, other than a temporary opening, any existing job classification, or as the result of the development or establishment of a new job classification which is not filled internally, a notice of such opening shall be posted on the Town website.

For the purpose of this Agreement, a vacancy shall be defined as an opening within a classification included in the bargaining unit for which funds have been appropriated.

Whenever a vacancy is posted, employees desiring to be considered for such a vacancy shall make written application for the position in accordance with Town policy. The appropriate Department Head shall interview all qualified bargaining unit applicants prior to filling the vacancy.

Nothing in this Article shall be construed as precluding employees within the bargaining unit from applying for other vacant positions within the Town.

ARTICLE 30 – SEVERABILITY

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply to the specific Article, Section or portion thereof specified in the court's decision, and upon issuance of such decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 31 – SAVINGS CLAUSE

The Employer retains all rights, powers, functions and authority it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged in this Agreement.

ARTICLE 32 – ENTIRE AGREEMENT

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the duration of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement.

ARTICLE 33 – DURATION OF AGREEMENT

This Agreement shall be effective on ratification from October 1, 2020 through September 30, 2023. If either party desires to negotiate a successor agreement, it may do so by giving the other party written notice to that effect. If negotiations for a successor agreement extend beyond September 2023, then the provisions of this Agreement will remain in full force and effect until a successor agreement is ratified by the parties.

SIGNATURE PAGE

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the _____ day of _____, 2020.

FOR THE TOWN

FOR THE FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE, INC.

Marshall Labadie
Town Manager
Town of Highland Beach

Vincent Castaglia
Staff Representative

This agreement was ratified by the members on _____, 2020 and by the Town on _____, 2020.

FOR THE TOWN

FOR FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE, INC.

Douglas C. Hillman
Mayor
Town of Highland Beach

Vincent Castaglia
Staff Representative