

**AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
FRIDAY, SEPTEMBER 19, 2025, 5:01 PM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD**

AGENDA

- 1. Pledge of Allegiance***
- 2. Open Public Hearing***
 - a. Discussion - Percentage Change in Proposed Millage Rates Over/Under the Rolled-Back Rates Necessary to Fund the FY 2025-2026 General Fund Operating Budgets
 - b. Discussion of the FY 2025-2026 General Fund Operating Budgets
 - c. Public Comments
- 3. Close Public Hearing***
- 4. Resolution No. 936 - Adopt Final FY 2025-2026 General Fund Millage Rates**
- 5. Resolution No. 937 - Adopt Final FY 2025-2026 General Fund Operating Budgets**
- 6. Collective Bargaining Agreements**
 - a. Resolution No. 943 - Ratification of Public Safety Dept./ Police Benevolent Assoc. Collective Bargaining Agreement - Sergeants
 - b. Resolution No. 944 - Ratification of Public Safety Dept. / Police Benevolent Assoc. Collective Bargaining Agreement - Corporals, Public Safety Officers & Dispatch
- 7. Development Review Board***
 - a. Member Vacancy
- 8. Other Items***

** No advanced materials provided*

TOWN COMMISSION

Penny Townsend, Mayor
Anne Scott, Vice Mayor
Marshall Field VI, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

ADMINISTRATIVE STAFF

Town Manager, Robert Garlo
Town Attorney, Thomas J. Baird

Town Clerk, Kimberly Kogos

TOWN VISION

The Town of Jupiter Island is a barrier island community, between the Indian River Lagoon and the Atlantic Ocean, where the beauty of nature will always dominate the presence of man. Our vision for the future is illustrated by the traditions of the past, formed by a community of caring individuals who, with imagination and heart, have combined the island's beautiful gifts of nature with those of tradition and family. Inherent in the character of the Town are tranquility, seclusion and safety. The residents of Jupiter Island will faithfully endeavor to preserve and nurture their unique community for all future generations

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0103.



MEMORANDUM

TO: TOWN OF JUPITER ISLAND, COMMISSION
THRU: ROBERT GARLO, TOWN MANAGER
FROM: MATTHEW PAZANSKI, FINANCE/HR DIRECTOR
DATE: AUGUST 29, 2025
SUBJECT: APPROVE RESOLUTIONS TO ADOPT FY 2025-2026 GENERAL FUND
 MILLAGE RATES AND ANNUAL BUDGETS

Background

At the July 22, 2025, Town Commission Meetings, the Commission approved setting the proposed (maximum) and tentative ad valorem millage tax rates for FY 2025-2026 at:

- 2.8259 mills for the General Fund, this millage rate represents a 8.29% increase over the rolled back rate of 2.6096.
- .2100 mills for the Electric Underground Debt Service, this millage rate is 7.61% less than the current year's rate of .2273.

In addition, over the past few months town staff has followed the State of Florida Truth in Millage (TRIM) process by discussing the millage rate and presenting budgets to the Commission for their consideration.

Discussion

Attached are Resolution No. 936-Adopting General Fund Millage Rate and Electric Debt Service Fund Millage Rate; and, Resolution No. 937-Adopting the General Fund Budget, Electric Debt Service Fund Budget and the Beautification, Conservation and Christmas Fund Budgets for Fiscal Year 2025/2026 for your consideration.

Recommendation

Staff recommends the Town Commission consider a motion to approve Resolution No. 936-Adopting the General Fund Millage Rate by setting and fixing the millage tax rate at 2.8259 which is 8.29% higher than the rolled-back rate of 2.6096; and, Setting and fixing the millage tax rate for the Electric Debt Service Fund Millage Rate at .2100.

AFTER THE MILLAGE RATE RESOLUTIONS ARE APPROVED:

Staff recommends the Town Commission consider a motion to approve Resolution No. 937-Adopting the General Fund Annual Budget for Fiscal Year 2025/2026 at \$13,587,227,

the Electric Debt Service Fund Annual Budget for Fiscal Year 2025/2026 at \$802,512, and

the Annual Budgets for Fiscal Year 2025/2026 for the Beautification Fund at \$150,000, the Conservation Fund at \$50,000 and the Christmas Fund at \$212,000.

RESOLUTION NO. 936

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, ADOPTING THE GENERAL FUND MILLAGE RATE FOR THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, FOR FISCAL YEAR 2025/2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida, on September 19, 2025, adopted Fiscal Year 2025/2026 Final Millage Rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, The Town Commission of the Town of Jupiter Island, Martin County, Florida, held a public hearing as required by Florida Statute 200.062; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the Town of Jupiter Island, Martin County has been certified by the Martin County Property Appraiser to the Town Commission of the Town of Jupiter Island as \$ 3,981,306,781.

NOW, THEREFORE BE IT RESOLVED by the Town Commission of the Town of Jupiter Island, Martin County, Florida, that:

1. The Fiscal Year 2025/2026 operating millage rate Town wide is 2.8259 mills which is an increase of 8.29% above the rolled-back rate of 2.6096 mills.
2. The voted debt service millage is .2100.
3. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 19th day of September 2025.

TOWN OF JUPITER ISLAND

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

Town Clerk

RESOLUTION NO. 937

A RESOLUTION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, ADOPTING THE BUDGET NECESSARY TO FUND THE GENERAL FUND FOR THE 2025/2026 FISCAL YEAR; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida on September 19, 2025, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin, County Florida, set forth the appropriations and revenue estimates for conducting the government of the Town of Jupiter Island General Fund Budget for Fiscal Year 2025/2026.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS;

Section 1. That the following amounts, as shown under their respective headings or designations in this section, are hereby appropriated for the expense of conducting each department and division of the government of the Town of Jupiter Island, Florida, including the enterprises thereof, and the debts of said Town of Jupiter Island for the fiscal year beginning October 1, 2025 and ending September 30, 2026.

Details of Budget

See "Exhibit "A" Attached

Section 2. That the Town Manager, in the administration of this budget, is authorized to use such amount of the Contingency Fund, as needed, to supplement items in the Budget where there is danger of over-expenditure. The Town Manager is also authorized to supplement the Contingency Fund by items where there has been no expenditure and where there is no probability of expenditure, and provided there shall be no overall increase in the Budget.

Section 3. That the Town Manager, in the administration of the various amounts is authorized to make temporary transfer of funds (Loans) from the Jupiter Island Beach Protection District to the General Fund should the requirement arise.

Section 4. The Fiscal Year 2025/2026 Final Budget as referenced hereinabove is hereby adopted.

Section 5. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 19th day of September, 2025.

TOWN OF JUPITER ISLAND

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

Town Clerk

“Exhibit A”

Town of Jupiter Island FY 2025-2026 General Fund Annual Budget

Town of Jupiter Island FY 2025-2026 General Fund Revenue				
Account Description	Adopted Budget FY 2024-2025	Budget FY 2025-2026	Difference	% Change
Ad Valorem taxes	\$ 9,927,402	\$ 10,800,744	\$ 873,342	8.80%
Other Taxes and Fees	\$ 333,000	\$ 423,000	\$ 90,000	27.03%
Total Licenses and Permits	\$ 850,500	\$ 850,500	\$ -	0.00%
Total Intergovernmental Revenue	\$ 325,100	\$ 240,700	\$ (84,400)	-25.96%
Total Charges for Services	\$ 131,000	\$ 131,000	\$ -	0.00%
Total Fines and Forfeits	\$ 2,000	\$ 2,500	\$ 500	25.00%
Total Miscellaneous Revenues	\$ 257,700	\$ 289,500	\$ 31,800	12.34%
Transfers from Interfunds	\$ 704,079	\$ 749,283	\$ 45,204	6.42%
Total General Fund Revenues	\$ 12,530,781	\$ 13,487,227	\$ 956,446	7.63%
Transfers from Reserves (Donations)	\$ 115,000	\$ -	\$ (115,000)	0.00%
Transfers from Prior Year (Rollover)	\$ 395,000	\$ 100,000	\$ (295,000)	-74.68%
Total	\$ 13,040,781	\$ 13,587,227	\$ 546,446	4.19%

Town of Jupiter Island FY 2025-2026 General Fund Expenditures				
Account Description	Adopted Budget FY 2024-2025	Budget FY 2025-2026	Difference	% Change
Total Administration - Payroll	\$1,395,679	\$1,468,382	\$72,703	5.21%
Total Administration - Benefits	\$892,571	\$937,556	\$44,985	5.04%
Total Administration - Operating	\$1,160,175	\$1,411,940	\$251,765	21.70%
Subtotal	\$3,448,425	\$3,817,878	\$369,453	10.71%
Total Administration - Capital	\$32,000	\$10,000	(\$22,000)	-68.75%
Total Administration	\$3,480,425	\$3,827,878	\$347,453	9.98%
Total Public Safety - Payroll	\$3,033,324	\$3,234,696	\$201,372	6.64%
Total Public Safety - Benefits	\$1,031,813	\$1,109,035	\$77,222	7.48%
Total Public Safety - Operating	\$1,433,908	\$1,511,380	\$77,472	5.40%
Subtotal	\$5,499,045	\$5,855,111	\$356,067	6.48%
Total Public Safety - Capital	\$556,131	\$464,800	(\$91,331)	-16.42%
Total Public Safety	\$6,055,175	\$6,319,911	\$264,736	4.37%
Total Building - Payroll	\$524,794	\$408,640	(\$116,154)	-22.13%
Total Building - Benefits	\$171,337	\$150,540	(\$20,797)	-12.14%
Total Building - Operating	\$646,154	\$380,877	(\$265,277)	-41.05%
Subtotal	\$1,342,285	\$940,057	(\$402,228)	-29.97%
Total Building - Capital	\$10,000	\$10,000	\$0	0.00%
Total Building Department	\$1,352,285	\$950,057	(\$402,228)	-29.74%
Total Public Works - Payroll	\$729,867	\$771,251	\$41,384	5.67%
Total Public Works-Benefits	\$457,029	\$427,080	(\$29,948)	-6.55%
Total Public Works - Operating	\$779,999	\$770,050	(\$9,949)	-1.28%
Subtotal	\$1,966,895	\$1,968,381	\$1,486	0.08%
Total Public Works - Capital	\$186,000	\$521,000	\$335,000	180.11%
Total Public Works	\$2,152,895	\$2,489,381	\$336,486	15.63%
Total General Fund Expenditures	\$13,040,781	\$13,587,227	\$546,447	4.19%

Electric Debt Service Budget FY 2025-2026 Annual Budget

Electric Underground Revenue		
Account Description	Adopted Budget FY 2024-2025	Proposed Budget FY 2025-2026
Ad Valorem Taxes	\$802,512	\$802,512
(Proposed at .2100 Mills)		
Total Revenue	\$802,512	\$802,512

Electric Underground Expenditures		
Debt-Principal	\$674,313	\$700,466
Interest	\$128,199	\$102,046
Total Debt Expenditures	\$802,512	\$802,512

Beautification Fund FY 2025-2026 Annual Budget

Revenues	
Account Description	Proposed Budget FY 2025-2026
Donations	\$ -
Transfer from Designation for Beautification	\$ 100,000.00
Total Beautification Reserve Fund Revenues	\$ 100,000.00

Expenditures	
Account Description	
Grounds Projects	\$ 100,000.00
Other Misc. Chgs & Obligations	\$ -
Total Expenditures	\$ 100,000.00

Conservation Fund

FY 2025-2026 Annual Budget

Revenues		Proposed Budget FY 2025-2026
Account Description		
Donations		\$ -
Transfer from Designation for Conservation		\$ 50,000.00
Total Conservation Reserve Fund Revenues		\$ 50,000.00

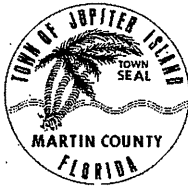
Expenditures		
Account Description		
Contracted Svcs-Land Improvements/Maintenance		\$ 50,000.00
Other Misc. Chgs & Obligations		\$ -
Total Expenditures		\$ 50,000.00

Christmas Fund

FY 2025-2026 Annual Budget

Revenues		Proposed Budget
Account Description		FY 2025-2026
Donations		\$ 212,000.00
Total Christmas Fund Revenues		\$ 212,000.00

Expenditures		
Account Description		
Administration Payroll		\$ 41,035.00
Fica Taxes		\$ 2,543.64
Medicare Taxes		\$ 595.01
Public Safety Payroll		\$ 104,000.00
Fica Taxes		\$ 6,448.00
Medicare Taxes		\$ 1,508.00
Building, Planning & Zoning Payroll		\$ 14,900.00
Fica Taxes		\$ 923.80
Medicare Taxes		\$ 216.05
Public Works Payroll		\$ 37,000.00
Fica Taxes		\$ 2,294.00
Medicare Taxes		\$ 536.50
Total Expenditures		\$ 212,000.00



MEMORANDUM

TO: The Mayor and Town Commissioners
THRU: Robert Garlo, Town Manager
FROM: Matthew Pazanski, Finance/HR Director
DATE: September 17, 2025
SUBJECT: Resolution No. 943 - Collective Bargaining Agreement - Sergeants
Resolution No. 944 - Collective Bargaining Agreement – Corporals, Public Safety Officers, and Public Safety Dispatchers

Background

Town staff and the Palm Beach County Police Benevolent Association (PBA) have completed negotiations for the Collective Bargaining Agreements for the Sergeants and Corporals, Public Safety Officers, and Public Safety Dispatchers.

If approved, the new Collective Bargaining Agreements will be in place from October 1, 2025, through September 30, 2028

Attached are the current contracts that are marked with the proposed changes, these changes have been tentatively agreed by the PBA and Town staff.

The attached Memorandum of Understanding (MOU) are additional proposed changes that have been tentatively agreed by the PBA and Town staff.

Recommendation

Staff recommends the Town Commission consider a motion to approve Resolution No. 943 – Ratifying the Sergeant’s Collective Bargaining Agreement Between the Town of Jupiter Island and the Palm Beach County Police Benevolent Association.

Staff recommends the Town Commission consider a motion to approve Resolution No. 944 – Ratifying the Corporals, Public Safety Officers, and Public Safety Dispatchers’ Collective Bargaining Agreement Between the Town of Jupiter Island and the Palm Beach County Police Benevolent Association.

RESOLUTION NO. 943

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF JUPITER ISLAND'S PUBLIC SAFETY DEPARTMENT AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION,

WHEREAS, the bargaining unit is as stated in PERC Certificate Number 1858 (2015);

WHEREAS, the Palm Beach County Police Benevolent Association ("Union") is the authorized bargaining representative for the Jupiter Island Public Safety Department ("JIPSD");

WHEREAS, the Town of Jupiter Island ("Town") has engaged in collective bargaining negotiations with the Union for a Collective Bargaining Agreement ("CBA") covering approximately four Sergeants in the JIPSD;

WHEREAS, the Town has reached an Agreement with the Union for a three year Collective Bargaining Agreement ("CBA") effective October 1, 2025 through September 30, 2028, which Agreement was ratified by the Town and the Union;

WHEREAS, the CBA has been ratified by the Union's membership; and,

WHEREAS, the Town Commission has reviewed the CBA and finds it is in the best interest of the JIPSD and its employees to authorize execution of the CBA.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION:

SECTION 1. THAT The Town Commission hereby ratifies the CBA with the Union (attached hereto as **Exhibit A**).

SECTION 2. THAT This Resolution shall take effect immediately upon its passage and adoption.

DULY PASSED AND ADOPTED THIS 19th day of September, 2025.

Mayor

Vice Mayor

Town Commissioner

Town Commissioner

Town Commissioner

ATTEST:

Town Clerk

MEMORANDUM OF UNDERSTANDING

M.O.U. Number: 09/10/2025

Contract Article(s): 12 (Wages), 23 (Retirement), and 25 (Duration)

Contract End Date: 09/30/2028

Effective Date: Upon ratification

The Parties hereby agree as follows:

- A salary survey will be conducted for the TJIPSD in fiscal year 2025/2026.
- Effective 10/01/2025, all bargaining unit members (PSOs, Corporals, Dispatchers, and Sergeants) will receive a 5% across-the-board increase to their wage rate.
- Effective 10/01/2025, all Dispatchers will receive an additional 10% across-the-board increase to their wage rate.
- Effective 10/01/2025, the classification pay ranges in the Town's compensation plan will adjust by a 3.1% Cost of Living Adjustment (COLA). This COLA adjustment is not additional compensation; it is merely a classification pay range adjustment to keep the compensation plan current.
- Effective 10/01/2025, PSOs, Corporals, and Sergeants will receive a \$12,000.00 annual Fire/EMT stipend.
- Effective 10/01/2025, for PSOs, Corporals, and Sergeants, the Employer Contribution to the 401(a) Plan will increase from 10% to 15% of base compensation including overtime.
- Effective 10/01/2025, overtime will be pensionable for Dispatchers.
- Effective 10/01/2024, overtime will be retro-active pensionable for all bargaining unit members (PSOs, Corporals, Dispatchers, and Sergeants) at the 401(a) Plan Employer Contribution rate of 10%.
- Effective 10/01/2025, Employer 401 (a) Plan Contributions will be applied to employee accounts at the end of each fiscal year quarter.

- The Employer will continue to make a matching contribution of no more than 5% of the employees' 457 Deferred Compensation Plan salary deferral.
- Effective 10/01/2025, the Employer will decrease the retirement eligibility age for PSOs, Corporals, and Sergeants from age 65 to age 50 or 25 years of service, to be consistent with "The Protecting Public Safety Employees' Timely Retirement Act of 2022."
- The Employer will propose enhanced disability insurance benefits for PSOs, Corporals, and Sergeants. Further, the CBA may be re-opened in 2026 for the limited purpose of discussing disability insurance benefits and any other topic permitted by the CBA (*i.e.*, wages), in accordance with the procedures outlined in the CBA.

FOR THE TOWN OF JUPITER ISLAND

Robert Garlo, Town Manager

FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION,
INC.

John S. Kazanjian, President

WSActiveLLP:114572026.1

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10 COLLECTIVE BARGAINING AGREEMENT
11
12 TOWN OF JUPITER ISLAND ~~and the~~ AND THE
13 PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION
14
15 PERC CERTIFICATE NUMBER 1858 (2015)
16
17 OCTOBER 1, 202~~5~~2 THROUGH SEPTEMBER 30, 202~~8~~5
18
19 SERGEANTS
20

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“Employee” means only those employees of the Town of Jupiter Island Public Safety Department for whom the Union is, in Article 1 of this Agreement, recognized as the bargaining agent; a bargaining unit member.

1
2 “Employer” means the Town of Jupiter Island.

3
4 “Grievance” means a written complaint of an employee regarding the
5 interpretation or application of a specific provision of this Agreement.

6
7 “Grievant” means an employee who has filed a grievance.

8
9 “May” means to have permission or liberty, but does not convey an
10 obligation, to perform; the discretion to choose between two or more alternatives.

11
12 “Modified duty” includes temporary and part-time work as well as a
13 modification of work duties and responsibilities.

14
15 “On Call” means that the employee is free to engage in his normal activities
16 during the call period so long as he remains fit for duty, may be contacted by
17 phone, pager or radio and remains in a reasonable commuting area of his assigned
18 workplace.

19
20 “Regular Rate of Pay” means an employee’s base rate plus any adjustments
21 to his wages associated with work performance.

22
23 “Recall” shall be defined as a Unit member having gone off duty after
24 completing his shift, but called into work prior to returning for the next regularly
25 scheduled shift.

26
27 “Sergeant” means those Jupiter Island sworn officers holding the rank of
28 Sergeant.

29
30 “Shall” means to have an obligation or requirement to perform; it is a
31 directory phrase that mandates action.

32
33 “Shift Day” means a period of twelve (12) hours.

34
35 “Strike” means the concerted failure to report for duty, the concerted
36 absence of employees from their positions, the concerted stoppage of work, the
37 concerted submission of resignations, the concerted abstinence in whole or in part
38 by any group of employees from the full and faithful performance of their duties of
39 employment with the Employer, participation in a deliberate and concerted course
40 of conduct which adversely affects the services of the Employer, picketing or

1 demonstration in furtherance of work stoppage, either during the term of or after
2 the expiration of a collective bargaining agreement.

3
4 “TJI” means Town of Jupiter Island.

5
6 “TJIPSD” means Town of Jupiter Island Public Safety Department.

7
8 “TJIPSDGO” means Town of Jupiter Island Public Safety Department
9 General Orders.

10
11 “Town” means Town of Jupiter Island.

12
13 “Town Manager” means Town of Jupiter Island’s Town Manager or in his
14 absence, ~~designee~~Deputy Town Manager.

15
16 “Vacation Period” means one or more contiguous vacation days not
17 otherwise interrupted by scheduled work days.

18
19 “Will” means to have an obligation or a requirement to perform.

20
21 “Work Period” means a calendar period of fourteen (14) days.

22
23 “105%” means an increased benefit based on the ratio of hours an employee
24 works each year (2,184) as compared to the hours worked by other non-sworn
25 ~~Town~~Employer personnel (2,080).

1 **ARTICLE 1**

2 **RECOGNITION**

3
4 1.1 The Employer hereby recognizes the Union as the exclusive representative
5 for the purpose of collective bargaining with respect to the establishing of
6 salaries, wages, hours and other terms and conditions of employment for
7 those employees who are designated as being within the bargaining unit.

8
9 1.2 The bargaining unit covered by this Agreement is as stated in PERC
10 Certificate Number 1858 (2015) and is defined as follows:

11
12 INCLUDED: All certified law enforcement officers, fire fighters, and
13 emergency medical technicians employed by the Town of
14 Jupiter Island in the classification of sergeant.

15
16 EXCLUDED: Public safety officers, corporals, chief, and all other
17 employees of the Town of Jupiter Island.
18
19

1 **ARTICLE 2**

2 **REPRESENTATIVES OF PARTIES FOR BARGAINING PURPOSES**

3
4 2.1 The Employer agrees that during the term of this Agreement it will deal only
5 with the authorized representatives of the Union in all matters involving
6 wages, hours, and terms and conditions of employment or other official
7 action called for by the Agreement.

8
9 2.2 The Union likewise agrees that during the term of this Agreement, the
10 Union, its representatives, and constituents will deal only with the Town
11 Manager or his designated representatives in matters involving wages, hours,
12 and terms and conditions of employment.

13
14 2.3 Upon request by one party, the other party shall provide, in writing, the
15 name(s) of its representative(s) within three (3) days of such request.
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ARTICLE 3

MANAGEMENT RIGHTS

3.1 Except as expressly modified or restricted by specific provision of this Agreement, all statutory and inherent management rights, prerogatives, and functions are retained and invested exclusively in the Employer, including, but not limited to, the rights in its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the numbers of employees to be employed; to hire employees; to determine employees' qualifications; to assign and direct employees' work and training; to determine the requirements of jobs; to promote, demote, transfer, lay-off, recall to work; to set the standards of productivity and/or the services to be rendered; to maintain efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to use independent contractors to perform work or services except as specifically limited by other provisions of this contract; and to take whatever action is either necessary or advisable to determine, manage and to fulfill the mission of the Employer and to direct the Employer's employees.

3.2 The Town Manager is the only member of management who may interpret Management Rights established by this Agreement. Any question, interpretation or inquiry regarding any provision of this Agreement shall be submitted in writing to the Town Manager. The Employer's failure to exercise any one or more of its Management Rights from time to time will not be deemed a waiver of the Employer's right to exercise any one or more of its Management Rights at a later time.

3.3 Nothing in this Article shall be construed as a waiver of the Union's rights to demand bargaining over the impact of any rule change that effects employees' terms and conditions of employment.

ARTICLE 4

NON DISCRIMINATION

4.1 Both the Employer and the Union recognize that discrimination on the basis of race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation or other protected status pursuant to state and federal law is unlawful. The parties also recognize that the Employer has established an internal procedure to investigate and resolve alleged cases of discrimination. Accordingly, allegations of employment discrimination shall not be processed through the contractual grievance/arbitration procedure.

4.2 No employee covered by this Agreement will be discriminated against by the ~~Town~~Employer because of membership in the Union, or authorized activity as required in this Agreement on behalf of the Union.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

- 5.1 The grievance procedure is intended to provide a quick and effective procedure for resolving employee grievances. Any portion of this Agreement, including its Preamble, is subject to the Grievance Procedure. The form of the Grievance shall be as set forth in Appendix 4 of this Agreement.
- 5.2 Complaints regarding the interpretation or application of a specific provision of this Agreement may be expressed orally by a bargaining unit member to his supervisor and resolved prior to the initiation of a formal grievance proceeding. In the event informal discussions fail to satisfactorily resolve a complaint, a grievance may be filed.
- 5.3 Grievances may be filed and are subject to the timeliness and processing provisions of the Town of Jupiter Island Ordinance 336 § 2-145 as adopted on December 13, 2011, a copy of which is appended hereto as Appendix 2 for reference only. Within seven (7) days of receiving the Town Manager's response as provided in Town of Jupiter Island Ordinance 336 § 2-145A, the grievant may appeal the decision to Step 4, the Grievance Resolution Board or the grievant may notify the Town Manager of an intent to arbitrate the grievance.
- 5.4 If the grievant determines to proceed pursuant to Step 4, the Grievance Resolution Board, the process shall end at the conclusion of the prescribed activities and the grievant shall have no further recourse. If a grievant determines to proceed pursuant to this Article 5, the process shall proceed as specified herein. No grievance may be arbitrated without the express written assent of the Union.
- 5.5 Once notice of intent to arbitrate has been presented to the Town Manager, and the Union has assented to arbitrate the matter, the Union may request the Federal Mediation and Conciliation Service for a list of five (5) qualified arbitrators. Within ten (10) days of receipt of the list, the Union or their attorney, then the Town Manager, shall each strike two names from the list. The arbitrator thus selected shall conduct the arbitration proceeding. The written decision of the arbitrator shall be final and binding upon all Parties.

1
2 5.6 The expense of the arbitrator shall be shared equally by the Union and the
3 Employer. All expenses voluntarily incurred by a party, including but not
4 limited to attorneys' fees, legal fees, court reporter charges, witness fees and
5 other costs, shall be paid by the party incurring such costs.
6

1 **ARTICLE 6**

2 **NO STRIKE**

3
4 6.1 Neither the Union, nor any of its officers, agents and members, nor any
5 Union members, covered by this Agreement, will instigate, promote,
6 sponsor, engage in, or condone any strike, sympathy strike, slow down, sick
7 out, concerted stoppage of work, illegal picketing, or any other interruption
8 of the operations of the Employer.

9
10 6.2 Each employee who holds a position with the Union occupies a position of
11 special trust and responsibility in maintaining and bringing about
12 compliance with this Article and the strike prohibition in Section 447.505,
13 Florida Statutes and the Constitution of the State of Florida, Article I,
14 Section 6. Accordingly, the Union and its officers, stewards and other
15 representatives agree that it is their continuing obligation and responsibility
16 to maintain compliance with this Article and the law, including their
17 responsibility to abide by the provisions of this Article and the law by
18 remaining at work during any interruption which may be initiated by others;
19 and their responsibility, in the event of breach of this Article or the law by
20 other employees and upon the request of the Employer, to encourage and
21 direct employees violating this Article or the law to return to work, and to
22 disavow the strike publicly.
23

ARTICLE 7

This Article intentionally left blank in this Draft.

ARTICLE 8

COURT ATTENDANCE

An employee required to attend court, deposition, or any other administrative proceeding, pursuant to subpoena or other order *and* related to or arising from his duties with the Employer, and who is: *required to be absent* from a scheduled work day will receive his regular rate of pay for the hours he attends; *not required to be absent* from a scheduled workday will be paid the greater of three (3) hours or the actual hours he attends.

1 **ARTICLE 9**

2 **RECALL**

3
4 9.1 Except as provided in Article 9.2, an employee who is recalled to duty shall
5 be compensated a minimum of two (2) hours or the actual time worked,
6 whichever is greater.
7

8 9.2 An employee who is requested to provide early or late relief of a scheduled
9 shift shall be compensated for the actual time worked.
10

11 9.3 Compensation for travel associated with recall shall be consistent with the
12 requirements of the Fair Labor Standards Act.
13

14 9.4 Travel time for employees recalled to work from significant distances shall
15 be considered time worked. The employee and Director shall jointly
16 determine whether recall is appropriate if the recall will involve travel from
17 a significant distance.
18

ARTICLE 10

HOURS OF WORK AND OVERTIME

10.1 The normal work period of the Sergeants shall be eighty-four (84) hours each fourteen (14) days.

10.2 Overtime will be paid at the rate of one and one-half (1.5) times the employee's regular rate for all hours worked in excess of eighty-four (84) hours in a fourteen (14) day work period.

10.3 Overtime will be paid on the first payday following the work period in which it was earned.

10.4 ~~Time paid but not worked including, but not limited to, Sick Leave, Vacation Leave, Holiday Leave and Compensatory Leave, shall not be counted as "hours worked" toward overtime in the work period.~~ Vacation Leave, Holiday Reserve, and Compensatory Leave will be counted as "hours worked" towards overtime in the work period. Sick Leave and all other time paid but not worked will not be counted as "hours worked" toward overtime in the work period.

10.5 Off-Shift Work

Employees shall perform off-shift work (overtime/special duty) as required by the Director or Designee. Employees who wish to perform off-shift work are encouraged to list their names on the TJIPSD Power Detail program. Employees who have included their names on the Power Detail program shall be assigned to overtime/special duty detail first; once the list of employees that have signed up is exhausted, overtime/special duty shall be assigned as required.

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ARTICLE 11

UNIFORMS AND EQUIPMENT

11.1 Employees shall wear an approved uniform and shall use approved gear and equipment.

11.2 a. The Employer shall supply each employee with a supply of uniforms as shown below or the resources necessary to obtain such uniforms so that each employee has the following serviceable clothing/equipment as specified in G.O. 5.05.1, § IV.B.1. and, as applicable, § IV.C.1.

b. Employees shall return such uniforms to Employer when replacements are needed or when separating from the Employer.

c. Employees should expect to receive such uniforms requested within four (4) weeks of the request using the form shown in Appendix 3.

11.3 The Employer shall supply each employee with a one--hundred--fifty dollar (\$150) shoe allowance each year.

11.4 An employee may not modify his uniform, gear, or equipment without express authorization from the Director.

ARTICLE 12

WAGES

12.1 TJIPSD Public Safety Sergeants will be classified as follows:

<u>Job Classification</u>	<u>Qualifications</u>
---------------------------	-----------------------

Sergeant	● Sergeants in the first year following promotion/hire with TJIPSD
----------	--

Sergeant I	● Sergeants who have completed their introductory/one-year probation periods with the TJIPSD, and ● Possess <u>an</u> Associates Degree from <u>an</u> accredited college or University, as approved by the <u>Director</u> Town Manager , and ● Satisfactorily completed advanced training classes as follows: Line Supervision (80 hours) in the position and, Middle Management (40 hours).
------------	---

Sergeant II	● Sergeants who have attained Sergeant I status, and ● Completed five years of service with the TJIPSD, and ● Possess <u>a</u> Bachelor's Degree from <u>an</u> accredited college or University, as approved by the Town Manager <u>Director</u> , and ● Satisfactorily completed 80 hours of advanced training course electives consistent with rank, as approved by the Director based on a preapproved designed career path.
-------------	--

Sergeant III	● Attained Sergeant II status, and ● Completed ten years of service with the TJIPSD, and ● Possess <u>a</u> Master's Degree from <u>an</u> accredited college or University, <u>or complete (on personal time) an executive-level leadership program (e.g., FBI LEEDA Trilogy, FDLE Florida Leadership Academy), as approved by the</u> Town Manager <u>Director</u> .
--------------	---

12.2 The Pay Ranges associated with the Sergeant classifications shall be as established by the ~~Town~~Employer from time to time.

1
2 12.3 Sergeants progressing from one classification to the next shall receive a
3 percent increase shown below. Sergeants progressing multiple classifications
4 shall receive the cumulative percent increase.¹
5

<u>From</u>	<u>To</u>	<u>Increase</u>
Sergeant	Sergeant I	3.5%
Sergeant I	Sergeant II	4.0%
Sergeant II	Sergeant III	4.5%

10
11 12.4 Upon ratification, employees shall be slotted into their appropriate
12 classifications.
13

14 12.5 Unless otherwise agreed, TJIPSD employees shall not receive separate
15 Fire/EMT incentives; Fire/EMT incentives are part of an employee's base
16 rate. TJIPSD employees may receive such educational incentives for which
17 they qualify pursuant to State statute so long as that program is in effect.
18 TJIPSD Sergeants may receive assignment pay as may from time to time be
19 appropriate as determined by the Town Manager or Designee.
20

21 12.67 If a course is required but not offered, a Sergeant may take an alternative
22 course so long as the alternative course has been pre-approved by the
23 Director or designee.
24
25

ARTICLE 13

TRAINING

13.1 The ~~Town~~Employer shall pay for all training that is required, mandatory or necessary. Attendance at required, mandatory, and necessary training shall be treated as hours worked.

a. Training is deemed required when an employee is given a direct order by the director to attend training.

b. Training is deemed mandatory when it is required by the State for recertification purposes as a Police Officer, Firefighter, or EMT.

c. Training is deemed necessary when it satisfies a specific need or requirement *as identified by the Director*.

13.2 The ~~Town~~Employer may pay for certain voluntary trainings. Attendance at voluntary training is not compensable and shall not be treated as hours worked. Voluntary training includes:

a. Training that an employee wishes to attend for personal career development (management or selected subject seminars); and

b. Training or courses to advance an employee's civilian education (completion of degree requirements).

13.3 Banked holiday leave may be used for such education and training opportunities that are not compensable or treated as hours worked.

13.4 All requests for training must be approved by the Director.

ARTICLE 14

HEALTH INSURANCE

The Employer will provide employee health and welfare benefits for employees on the same terms and conditions as provided to the Employer's non-bargaining unit employees. Employees shall be offered dependent coverage health insurance benefits on the same terms and conditions as provided to the Employer's non-bargaining unit employees.

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ARTICLE 15

SICK LEAVE

15.1 Employees shall accumulate Sick Leave hours at the rate of one hundred five percent (105%) of the rate of accumulation of the ~~Town~~Employer's non-sworn personnel.

15.2 Sick leave begins to accumulate on the date of employment and shall accumulate for the term of the employee's employment provided there are no breaks in service~~up to a maximum of 240 hours.~~

a. Upon *retirement*, employees eligible for payment of sick leave will be paid fifty percent (50%) of the employee's accumulated regular sick leave not to exceed a maximum of 80 hours pay and fifty percent (50%) of the employees "reserved" sick leave so that the combined total shall not exceed 320 hours pay.

b. Upon *separation*, employees eligible for payment of sick leave – those employees who have been employed by the ~~Town~~Employer for at least ten (10) consecutive years – will be paid fifty percent (50%) of the employee's accumulated regular sick leave not to exceed a maximum of 80 hours pay and fifty percent (50%) of the employee's "reserved" sick leave so that the combined total shall not exceed a maximum of 160 hours pay.

15.3 Bargaining unit members using one (1) sick day or less in a twelve (12) month fiscal year, will be credited with one (1) day of vacation leave.

ARTICLE 16

HOLIDAYS

- 16.1 Employees shall accumulate holiday hours at the rate of one hundred five percent (105%) of the rate of accumulation of the ~~Town~~Employer's non-sworn personnel.
- 16.2 Employees who begin work on an observed holiday shall receive 8.4 hours holiday pay and shall receive one and one half (1½) times their regular rate for all hours worked.
- 16.3 Employees who do not work on an observed holiday shall receive 8.4 hours holiday pay.
- 16.4 Employees may elect to bank their holiday pay as time that may be taken at a later date, *so long as coverage is otherwise available (i.e., the ~~Town~~Employer does not have to add any other employee to the schedule and the ~~Town~~Employer does not have to incur overtime)*. Any banked time remaining shall be paid to the employee at the ~~Town~~Employer's fiscal year end.

ARTICLE 17

VACATION

17.1 Employees shall accumulate Vacation Leave hours at the rate of one hundred five percent (105%) of the rate of accumulation of the ~~Town~~Employer's non-sworn personnel.

17.2 Vacation Leave shall accumulate according to the employee's current annual Vacation Leave allotment; at the end of any fiscal year, individual employee accumulations in excess of two times the employee's annual vacation leave allotment is forfeited.

17.3 Vacations shall be scheduled for each fiscal year no later than September 15 of the prior fiscal year.

a. No later than August 1 of the prior fiscal year, TJIPSD shall make available a vacation calendar from which employees shall select their vacation days. Once the most senior employee has selected his first desired vacation period, the vacation calendar shall move to the next senior employee for selection and so forth until all known or desired vacation leave is scheduled.

b. Once selected, an employee may adjust his vacation periods as dates are or become available.

c. One employee per shift may take vacation time off *so long as* coverage is otherwise available (*i.e.*, the ~~Town~~Employer does not have to add any other employee (PSO, Corporal or Sergeant) to the schedule and the ~~Town~~Employer does not have to incur overtime).

d. Scheduled vacations may be canceled based on coverage and for other exigent circumstances.

17.4 Vacations shall be scheduled in shift day increments unless specifically approved by Public Safety Director or designate. Employees shall not be required to take vacation in blocks of time and there shall be no blackout periods.

1 17.5 The maximum amount of vacation leave an employee may be paid at
2 separation is two times the employee's current annual vacation allotment.
3

ARTICLE 18

BEREAVEMENT LEAVE

The Employer will provide Bereavement Leave for employees on the same terms and conditions as provided to the Employer's non-bargaining unit employees such that the maximum Bereavement Leave that will be paid shall equal one hundred five percent (105%) of the Bereavement Leave that may be paid to the Town Employer's non-sworn personnel.

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ARTICLE 19

DUTY DISABILITY LEAVE

A bargaining unit member who sustains a serious injury/illness on-duty while in fresh pursuit (as defined in F.S. 112.19(d), Florida Statutes (2019)) or in the apprehension of a violent person, or who sustains a serious injury under extraordinary circumstances while engaged in Public Safety activities may receive a supplement to the Workers' Compensation that will provide 100% of his base salary.

- a. This full-pay status shall be granted only after submission of medical certification which clearly demonstrates that the injury/illness is the result of one of the aforementioned criterion. A bargaining unit member may receive an amount equal to the difference of his Workers' Compensation benefit and his thirteen (13) week average take home pay for a maximum of 365 days from the date of injury.
- b. All questions regarding eligibility for the supplemental payment provided in this section shall be resolved at the sole discretion of the Town Manager without resort to the grievance and arbitration procedure.
- c. The ~~Town~~Employer will grant reasonable work accommodations to employees as may be required by Federal or State law.

1 **ARTICLE 20**

2 **BULLETIN BOARDS**

3
4 20.1 The Employer will provide the Union with one bulletin board that will be
5 used solely by the Union for posting Union notices of a businesslike, non-
6 inflammatory nature.

7
8 20.2 All notices posted on these bulletin boards shall be reviewed, signed and
9 dated by the Union President or his Designee and the Director of the TJIPSD
10 before they are posted.

11
12 20.3 The Union President or his Designee shall check all bulletin boards regularly
13 to ensure that only authorized materials are posted on the bulletin boards.
14 Upon seeing unauthorized materials posted on a bulletin board or receiving
15 notice that such materials are posted on a bulletin board, the Union President
16 or his Designee shall cause such unauthorized postings to be removed
17 immediately from the bulletin board. Additionally, the Director or his
18 Designee may remove unauthorized postings from the bulletin board.
19

ARTICLE 21

UNION BUSINESS

21.1 Eligibility to Use Union Time Pool

- a. Up to a maximum of three (3) Union representatives in one instance shall be granted time off paid from the time pool for the purpose of conducting union business; however this does not preclude management from granting leave to more than three (3) Union representatives if doing so does not unduly disrupt the operation of the JIPSD.
- b. Use of the Union time pool or time off may be denied if the absence of a Union representative creates insufficient manpower to maintain efficiency of operations within the JIPSD. This determination is solely the decision of the Chief.

21.2 Charges Against the Union Time Pool

Union representatives shall have the right to request time off from the Union time pool for the purpose of conducting Union business and/or mutual interest business with the ~~Town~~Employer including grievance hearings, investigations, interrogations, contract negotiations, legislative body meetings regarding the resolution of collective bargaining impasse procedures, arbitrations, Labor Management Committee meetings, Union quarterly meetings and Union Board of Directors meetings.

21.3 Union Time Pool

The Employer shall create and the Union shall administer a time pool that may be used to cover unpaid absences from work for such business described in this Article. In the event the Union time pool hours fall below 100 hours, employees shall each contribute four (4) hours from accumulated Vacation Leave into the pool. This donation is irrevocable and must be in increments of at least four (4) hours although there is no limit to the hours a Union member may donate. The hours in the Union time pool may be debited to cover unpaid time off for Union business. Any authorization to debit the Union time pool and credit the absent employee must be signed by

1 two (2) of the Union's members, except that the Union time pool shall
2 reimburse the Employer for any overtime resulting from absences from work
3 related to this Article and no such authorization shall be required.
4

1 **ARTICLE 22**

2 **WORK RULES**

3
4 22.1 The parties recognize that the Employer currently has work rules,
5 regulations, and policies and implements procedures governing employment.
6 The parties agree that the TJI and TJIPSD have the sole and exclusive
7 discretion to formulate, amend, revise and implement such rules, regulations,
8 policies and procedures.
9

10 22.2 In the event that any rule, regulation, policy or procedure conflicts with this
11 Agreement, the language in this Agreement shall control.
12

13 22.3 Only the terms of this Agreement shall be subject to arbitration.

ARTICLE 23

RETIREMENT

The Employer will continue to provide retirement benefits for employees in keeping with the terms of the Town of Jupiter Island 401(a) Plan and the Town of Jupiter Island Deferred Compensation Plan, both adopted pursuant to Town of Jupiter Island Resolution 876, July 11, 2022, as amended from time to time.

1 **ARTICLE 24**

2 **DUES DEDUCTION**

3
4 24.1 The Employer shall deduct, two times each month, dues owed by a member
5 to the Union from the salary of a member, so that dues are deducted from
6 members' paychecks in 24 pay periods each year, provided that, prior to
7 deduction, the Union has provided to the Employer a signed statement
8 authorizing such deduction and the amount of the deduction from such
9 member's salary. Such authorization may be canceled by the member upon
10 thirty (30) days written notice thereof to both the Union and the Employer.

11
12 24.2 The Union shall pay the Employer Forty Dollars (\$40.00) each month, or as
13 otherwise agreed in keeping with the provisions of this Article, for deducting
14 Union dues from salaries. Payment shall be made no later than the 15th day
15 of the month.

16
17 24.3 The Union hereby indemnifies the Employer from and against any and all
18 claims on account of dues deducted pursuant to the provisions of this
19 Article.
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ARTICLE 25

DURATION OF AGREEMENT

25.1 This Agreement will commence on October 1, 202~~5~~², and will remain in effect until September 30, 202~~8~~⁵.

25.2 The parties agree that Wages ~~and two articles~~ are subject to negotiations each fiscal year of this Agreement.

25.3 Should either party desire to reopen or renegotiate this Agreement as provided herein, that party shall notify the other party in writing no later than March 1 of that fiscal year except that in the first year of this contract, this date shall be no later than 60 days following ratification of the Agreement.

- a. The party who wishes to reopen or renegotiate shall submit its proposed changes, in writing, either in the initial notice of negotiations or at the first meeting.
- b. Both parties are obliged to meet and confer within twenty (20) days after receipt of written notice of the request for a meeting for collective bargaining purposes unless this time limit is extended by mutual consent.

1 **ARTICLE 26**

2 **SAVINGS CLAUSE**

3
4 26.1 If any provision of this Agreement, or the application of such provision,
5 should be rendered or declared invalid or unlawful by any court action or by
6 reason of any existing or subsequently enacted legislation, or State or
7 Federal rule or regulation or Administrative Agency action, the remaining
8 parts or portions of this Agreement shall remain in full force and effect.
9

10 26.2 In the event any provision of this Agreement, or the application of such
11 provision should be rendered or declared invalid as described in 26.1 above,
12 the Employer and the Union will, as soon as practical, meet to determine
13 whether a replacement provision is necessary. If the Parties mutually agree
14 that a replacement provision is necessary, the provision shall be prepared in
15 keeping with the requirements of Article 27 of this Agreement.
16
17

ARTICLE 27

APPENDICES AND AMENDMENTS

27.1 Issues neither foreseen nor addressed during these negotiations and not included in this Agreement may be addressed by the Parties and included as an amendment by a mutually agreed Memorandum of Understanding (“MOU”). Under such circumstances, the UnionPBA is specifically authorized by bargaining unit members to enter into an MOU to clarify or amend this Agreement, without the need for ratification by bargaining unit members. The form of the MOU shall be as set forth in Appendix 1 of this Agreement.

27.2 All appendices and amendments to this Agreement shall be numbered, dated and signed by the Parties, shall become part of this Agreement, and shall be subject to all provisions of this Agreement.

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ARTICLE 28

LABOR MANAGEMENT COMMITTEE

28.1 There shall be a Labor-Management Committee consisting of the following employee-management representatives:

- a. Three (3) Bargaining unit representatives, as designated by the PBA.
- b. The Town Manager and two (2) management employees as designated by the Town Manager.

28.2 Meetings of this Committee shall be scheduled at the request of either party upon five (5) days advance notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those questions/issues to be presented for discussion. The time, place, and duration of the discussion shall be set forth in the agenda and mutually agreed by the respective representatives.

28.3 The sole function of the Labor-Management Committee shall be to discuss general matters pertaining to employer-employee relations.

28.4 The ~~Town~~Employer will agree to schedule such Committee meetings so as not to unduly interfere with the regularly scheduled shift of any bargaining unit member designated to attend. The ~~Union~~PBA shall submit to the Town Manager in advance, and keep current, a list of those bargaining unit members for PERC UNIT 1858.

APPENDICES

Appendix

Description

1

Memorandum of Understanding Form

2

Town of Jupiter Island Ordinance 336 § 2-145

3

Uniform Request

4

Grievance Form

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SIGNATURE PAGE

Except as otherwise provided herein, this Agreement shall be effective upon ratification, and shall continue in force and effect from its ratification until its expiration date of September 30, 2028~~5~~, or otherwise until a successor Agreement is ratified by the Parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the dates noted below.

FOR THE TOWN OF JUPITER ISLAND

Robert Garlo, Town Manager

FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION,
INC.

John S. Kazanjian, President

WSActiveLLP:114571974.1

MEMORANDUM OF UNDERSTANDING

M.O.U. Number: (use date)

Contract Article: _____

Contract End Date: _____

Effective Date: _____

(Body of text goes here)

Management Team Members:

Date of Signatures:

Chief

Town Manager

PBA Members:

Date of Signatures:

ORDINANCE NO. 336

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING ORDINANCE NO. 245, AT SECTION 2-145, STEP 4, SO AS TO DELETE THE FOLLOWING LANGUAGE: "ALSO, IN THE EVENT OF A MATTER RELATED TO THE TOWN'S DRUG FREE WORKPLACE POLICY, THE TOWN COMMISSION SHALL REVIEW AND APPROVE ALL PERSONNEL DECISIONS."; AND, TO CONFORM AND CLARIFY THE REMAINING PROVISIONS OF ORDINANCE 245, PROVIDING FOR A METHOD OF EMPLOYEE GRIEVANCES; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF A GRIEVANCE RESOLUTION BOARD; PROVIDING FOR THE POWERS AND DUTIES OF SAID BOARD; PROVIDING FOR RESOLUTION OF INFORMAL GRIEVANCES; PROVIDING FOR RESOLUTION OF FORMAL GRIEVANCES; PROVIDING FOR INCLUSION INTO THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2, ADMINISTRATION, ARTICLE VI, BOARDS, COMMISSIONS AND COMMITTEES, BY CREATING A NEW DIVISION 2, GRIEVANCE RESOLUTION BOARD; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Ordinance No. 245 passed and adopted by the Town Commission on April 30, 1999, and amended July 10, 2000, is hereby amended by incorporating the language of said Ordinance in the Town's codified set of ordinances at Chapter 2, Administration, Article VI, Boards, Commissions and Committees, by including a new Division 2, incorporating therein, an amendment at Section 2-145, Step 4, so as to delete the reference to the Town Commission's review and approval of all personnel decisions related to matters involving the Town's Drug-Free Workplace Policy, and to conform and clarify the provisions of said Ordinance to read as follows:

CHAPTER 2

ADMINISTRATION

Article VI. Boards, Commissions and Committees

Division 2. Grievance Resolution Board

Sec. 2-140. Resolution of Employee Grievances.

It is declared that the public policy of the Town, and the purpose of this Ordinance, is to provide implementation of a procedure for review of certain employee grievances while maintaining the orderly and uninterrupted operations and functions of government and management. This procedure will provide the means to attempt to resolve disputes which may arise between employees and their supervisors.

Sec. 2-141. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Board means the Grievance Resolution Board.

Employee means any regular, full-time employee of the Town. Introductory employees are excluded from these provisions unless said employee is serving an introductory period on a promotional appointment status in a regular position.

Formal Grievance means a dispute or difference between employees and their supervisors involving formal disciplinary action, including dismissal, demotion, and/or suspension. Formal grievances may begin at Step 3 of the process.

Informal Grievance means a dispute or difference between employees and their supervisors involving a verbal counseling or reprimand. Informal grievances shall not advance past Step 2 of the grievance procedure.

Grievance Statement means a written statement of the grievance and the facts upon which it is based.

Grievance Form is the form provided by the Town of Jupiter Island used to file a grievance.

Sec. 2-142. Time Limitations.

The time periods set forth in this grievance procedure shall be strictly observed, and it shall be the responsibility of the aggrieved employee to ensure that the time limits for processing a grievance are met. If for any reason the aggrieved employee does not receive a timely response at any step of the process, it is the employee's responsibility to timely advance the grievance to the next step.

These time periods may be extended by mutual written agreement of the employee and the other party involved at any given step.

Sec. 2-143. Grievance Resolution Board.

A. *Authorized, empowered.* There is hereby authorized and empowered for each properly grievable occurrence a Grievance Resolution Board to hear employee appeals on formal grievances. The Board shall consist of three regular members and three alternate members serving staggered terms. One regular and one alternate member shall be appointed by the Town Commission, and one regular and one alternate member shall be appointed by the Town Manager. The appointees of the Town Commission and the Town Manager shall jointly appoint one regular and one alternate member. The members shall serve two-year terms and until his or her successor is appointed. One regular and one alternate member shall serve a term that expires April 30, 2000 (as the initial term expires the new term shall be two years) and two regular and two alternate members shall serve terms that expire April 30, 2001. The regular members shall select a chairperson at its first meeting following each round of appointments. Alternate members may act in the temporary absence of the regular member designated by the same entity that designated the alternate or when that regular member is disqualified in a particular case. The chair and other members shall devote such time as is necessary to perform their duties in a fair and impartial manner.

B. *Powers and Duties.* The function of the Board shall be to review unresolved employee formal grievances that have been properly processed pursuant to the Town grievance procedure as noted herein and submitted to the Board on a timely basis. Except as otherwise specified below, the Board shall have the power to establish its own procedures, schedule and conduct hearings, and take evidence and/or testimony from interested parties. All available written documents and reports relevant to

the formal grievance shall be submitted to the Board. All proceedings of the Board shall comply with the open records and open meetings requirements of Chapters 119 and 286, Florida Statutes.

In all cases the Board shall be bound by and act with due regard for the Town's right to determine unilaterally the purpose of each department, set standards of services to be offered to the public, exercise control and discretion over organization and operations, direct employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. Nothing contained in this article shall diminish or impede the exercise of those management rights.

Sec. 2-144. Resolution of Informal Grievances.

A. Step 1.

The aggrieved employee shall present any grievance orally to his or her immediate supervisor within three (3) working days of the matter causing the complaint. Discussion will be informal for the purpose of resolving differences in the simplest and most direct manner. It is expected that most matters can be resolved at Step 1. If the employee is not satisfied with the results of the oral discussion with his or her immediate supervisor, the grievance may be presented in writing on the grievance form to the immediate supervisor within two (2) working days following the initial oral discussion. The immediate supervisor shall render his or her decision, in writing, within three (3) working days of receipt of the grievance form.

B. Step 2.

If the grievance is not resolved in Step 1, the employee may within five (5) working days of receipt of the immediate supervisor's written decision, submit the written grievance to the employee's Department Head. If the employee's immediate supervisor is also the Department Head, the employee may proceed to Step 3.

The Department Head shall confer with the employee's immediate supervisor and with the employee, and shall investigate as he or she deems necessary to resolve the grievance. Within five (5) working days of the receipt of the written grievance, the Department Head shall then conduct a meeting with the employee, the supervisor, and any other relevant persons concerning the grievance. The Department Head shall give the employee a written decision on the grievance within two (2) working days of the meeting.

With regard to all informal grievances, the decision of the Department Head will be final.

Sec. 2-145. Resolution of Formal Grievances.

A. Step 3.

A grievance involving suspension, demotion or discharge may be introduced, in writing, to the Town Manager within seven (7) working days of the event giving rise to the grievance.

If the Department Head has not resolved the grievance at Step 2, the employee may forward the written grievance to the Town Manager within three (3) working days of receipt of the Department Head's written decision.

The Town Manager shall meet with the aggrieved employee within seven (7) working days after the receipt of the grievance. If a resolution of the grievance is not reached at this meeting, the Town Manager shall furnish a copy of his or her decision to the aggrieved employee within five (5) working days after the meeting.

An employee who is grieving suspension, demotion or discharge may appeal the Town Manager's decision to Step 4, the Grievance Resolution Board.

B. Step 4.

If the grievance is not resolved by written response of the Town Manager, the employee may, within seven (7) working days of receipt of the Town Manager's written decision, forward the written grievance to the Board, which shall, within a reasonable period of time, not to exceed 30 days, conduct a hearing on the matter. At the hearing, the Board shall consider only the grounds and reasons for the grieved discipline and shall only consider evidence relevant to the truth or falsity of those grounds and reasons. Upon conclusion of the hearing, the Board shall prepare findings of fact and, based on those findings, either affirm or reverse the grieved action. The Board shall render its decision in writing within fifteen (15) days of the hearing. If affirmed, the grievance resolution procedure ends at this Step. If reversed, the Town Manager shall review the Board's findings of fact and issue discipline consistent with the findings. The Board has no authority to modify any discipline that was ordered. Discipline will remain within the purview of the Town Manager. Notwithstanding the foregoing, if the Town Manager is an employee's

immediate supervisor, the Board has the authority to modify discipline ordered by the Town Manager.

In the event of a complaint involving the Town Manager, the Board will fulfill the investigatory and decision making role of the Town Manager in this process.

Section 2. Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability.

If any court of competent jurisdiction holds any word, part, section, paragraph or provision hereof to be unlawful or unconstitutional, such ruling or finding shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

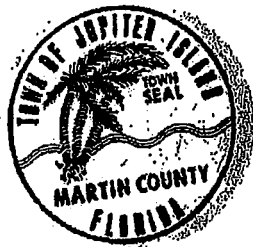
Section 5. Effective Date.

This Ordinance shall become effective immediately upon passage.

PASSED UPON FIRST READING THE 15th DAY OF November, 2011.

PASSED AND ADOPTED UPON SECOND READING THE FOLLOWING
PUBLIC HEARING THE 3rd DAY OF December, 2011.

(SEAL)



TOWN OF JUPITER ISLAND, FLORIDA

[Signature]
Mayor

WGP
Vice Mayor

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

ATTEST:

[Signature]
Clerk

REQUISITION FORM

Appendix 3

JUPITER ISLAND PUBLIC SAFETY DEPARTMENT
UNIFORM / EQUIPMENT REQUISITION FORM

NAME:

DIVISION / UNIT:

DATE:

UNIFORMS	QTY
CLASS A	
LS SHIRTS (BLUE) - SIZE:	(2)
UNIFORM PANTS - SIZE:	(2)
DARK BLUE TIE	(1)
HAT - SIZE: 7 1/4	(1)
HAT RAIN COVER	(1)
HAT ACOBNS	(1)
HAT STRAP	(1)
HAT BADGE	(1)
CLASS B	
SS SHIRTS (BLUE) - SIZE:	(5)
UNIFORM PANTS - SIZE:	(5)
POLICE BALL CAP	(1)
WINTER JACKET	(1)
ID CARD	(1)
NAME TAG	(1)
EMT PIN	(1)
FIRE PIN	(1)
MOURNING BAND	(1)
UNIFORM BADGE	(1)
COMMEMORATIVE BADGE	(1)
SPECIALTY BADGE	(1)
CLASS C	
BLUE POLO SHIRT SIZE:	(3)
EDU PANTS SIZE:	(3)
EDU SHORTS SIZE:	(3)

DUTY BELT	L*	N*	QTY
GUN BELT	(1)		
PANTS BELT	(1)		
RADIO HOLDER	(1)		
HOLSTER	(1)		
MAGAZINE HOLDER	(1)		
FLASHLIGHT RING	(1)		
EXPAND BATON	(1)		
EXPAND BATON HOLDER	(1)		
HANDCUFF CASE	(1)		
HANDCUFFS	(1)		
GLOVE POUCH	(1)		
KEYPERS	(Set of 4)		
*OFC issued leather (L) and nylon (N) gear			

MISCELLANEOUS EQUIPMENT	QTY
TICKET BOOK HOLDER	(2)
METAL CLIPBOARD/REPORT HOLDER	(1)
PORTABLE SERIAL #	(1)
ELECTRONIC BUILDING KEY	(1)
POLICE POLICY MANUAL CD #	(1)
TOWN POLICY MANUAL #	(1)
BALISTIC VEST SIZE:	(1)
BALISTIC COVER	(1)
TACTICAL KNIFE	(1)
EMT WATCH	(1)
RAINCOAT SIZE:	(1)

BIKE SHORTS - SIZE:	(1)
BIKE GLOVES	(1)
BIKE SHOES - SIZE:	(1)

WEAPONS			
DUTY	MAKE	MODEL	SERIAL
OFF DUTY	MAKE	MODEL	SERIAL

BUNKER GEAR	QTY
FIRE RAG	(1)
JACKET - SIZE:	(1)
PANTS - SIZE:	(1)
BOOTS - SIZE:	(1)
NOMEX HOOD	(1)
GLOVES - SIZE:	(1)
SUSPENDERS	(1)
HELMET W/ VISOR	(1)
SPANNER WRENCHES	(2)

SIGNATURE:

MX-My Documents\Uniform & Equipment Inventory

Grievance Form

Contract Period
10/1/2018 to 9/30/2021

Step 1: The aggrieved employee shall present any grievance orally to his or her immediate supervisor within three (3) working days of the matter causing the complaint. Discussion will be informal for the purpose of resolving differences in the simplest and most direct manner. It is expected that most matters can be resolved at Step 1. If the employee is not satisfied with the results of the oral discussion with his or her immediate supervisor, the grievance may be presented in writing on the grievance form to the immediate supervisor within two (2) working days following the initial oral discussion. The immediate supervisor shall render his or her decision, in writing, within three (3) working days of receipt of the grievance form.

Date presented to Supervisor: _____

Grievant's Signature: _____

Date of written response as to disposition of grievance from Supervisor to the Grievant: _____

Supervisor's Signature: _____

Date of Grievance

Name of Grievant

Signature of Grievant

Grievance:

Describe the facts giving rise to the grievance:

This complaint involves the interpretation or application of the following Article or Articles (specify sections):

Step 2: If the grievance is not resolved in Step 1, the employee may within five (5) working days of receipt of the immediate supervisor's written decision, submit the written grievance to the employee's Department Head. If the employee's immediate supervisor is also the Department Head, the employee may proceed to Step 3.

The Department Head shall confer with the employee's immediate supervisor and with the employee, and shall investigate as he or she deems necessary to resolve the grievance. Within five (5) working days of the receipt of the written grievance, the Department Head shall then conduct a meeting with the employee, the supervisor, and any other relevant persons concerning the grievance. The Department Head shall give the employee a written decision on the grievance within two (2) working days of the meeting.

With regard to all informal grievances, the decision of the Department Head will be final.

Date written grievance to employee's Department Head: _____

Grievant's Signature: _____

Department Head's Signature: _____

Date written response received by Grievant: _____

Grievant's Signature: _____

Department Head's Signature: _____

Step 3: *If the Department Head has not resolved the grievance at Step 2, the employee may forward the written grievance to the Town Manager within three (3) working days of receipt of the Department Head's written decision.*

The Town Manager shall meet with the aggrieved employee within seven (7) working days after the receipt of the grievance. If a resolution of the grievance is not reached at this meeting, the Town Manager shall furnish a copy of his or her decision to the aggrieved employee within five (5) working days after the meeting.

Date Grievant filed grievance with Town Manager: _____

Grievant's Signature: _____

Town Manager's Signature: _____

Date Grievant met with Town Manager to resolve grievance: _____

Grievant's Signature: _____

Town Manager's Signature: _____

Date of written response as to disposition of grievance from the Town Manager to the Grievant: _____

Grievant's Signature: _____

Town Manager's Signature: _____

Step 4: *Within seven (7) days of receiving the Town Manager's response, the grievant shall notify the Town Manager of an intent to proceed to the Grievance Resolution Board.*

Date Grievant notified Town Manager of intent to proceed to the Grievance Resolution Board: _____

Grievant's Signature: _____

Town Manager's Signature: _____

(OR)

Within seven (7) days of receiving the Town Manager's response, the grievant shall notify the Town Manager of an intent to arbitrate the grievance.

Date Grievant notified Town Manager of intent to arbitrate grievance: _____

Grievant's Signature: _____

Union Representative's Signature/Assent to Arbitrate: _____

Town Manager's Signature/Assent to Arbitrate: _____

Date list of five (5) qualified Arbitrators received: _____

Union Representative's Signature: _____

Town Manager's Signature: _____

Date Arbitrator selected from list: _____

Name of Arbitrator selected from list: _____

Union Representative's Signature: _____

Town Manager's Signature: _____

RESOLUTION NO. 944

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF JUPITER ISLAND'S PUBLIC SAFETY DEPARTMENT AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION,

WHEREAS, the bargaining unit is as stated in PERC Certificate Number 1762 (2022);

WHEREAS, the Palm Beach County Police Benevolent Association ("Union") is the authorized bargaining representative for the Jupiter Island Public Safety Department ("JIPSD");

WHEREAS, the Town of Jupiter Island ("Town") has engaged in collective bargaining negotiations with the Union for a Collective Bargaining Agreement ("CBA") covering approximately 14 Public Safety Officers, Corporals and Public Safety Dispatchers in the JIPSD;

WHEREAS, the Town reached an Agreement with the Union for a three year Collective Bargaining Agreement ("CBA") effective October 1, 2025 through September 30, 2028, which Agreement was ratified by the Town and the Union;

WHEREAS, the CBA has been ratified by the Union's membership; and,

WHEREAS, the Town Commission has reviewed the CBA and finds it is in the best interest of the JIPSD and its employees to authorize execution of the CBA.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION:

SECTION 1. THAT The Town Commission hereby ratifies the CBA with the Union (attached hereto as Exhibit A).

SECTION 2. THAT This Resolution shall take effect immediately upon its passage and adoption.

DULY PASSED AND ADOPTED THIS 19th day of September, 2025.

Mayor

Vice Mayor

Town Commissioner

Town Commissioner

Town Commissioner

ATTEST:

Town Clerk

MEMORANDUM OF UNDERSTANDING

M.O.U. Number: 09/10/2025

Contract Article(s): 12 (Wages), 23 (Retirement), and 25 (Duration)

Contract End Date: 09/30/2028

Effective Date: Upon ratification

The Parties hereby agree as follows:

- A salary survey will be conducted for the TJIPSD in fiscal year 2025/2026.
- Effective 10/01/2025, all bargaining unit members (PSOs, Corporals, Dispatchers, and Sergeants) will receive a 5% across-the-board increase to their wage rate.
- Effective 10/01/2025, all Dispatchers will receive an additional 10% across-the-board increase to their wage rate.
- Effective 10/01/2025, the classification pay ranges in the Town's compensation plan will adjust by a 3.1% Cost of Living Adjustment (COLA). This COLA adjustment is not additional compensation; it is merely a classification pay range adjustment to keep the compensation plan current.
- Effective 10/01/2025, PSOs, Corporals, and Sergeants will receive a \$12,000.00 annual Fire/EMT stipend.
- Effective 10/01/2025, for PSOs, Corporals, and Sergeants, the Employer Contribution to the 401(a) Plan will increase from 10% to 15% of base compensation including overtime.
- Effective 10/01/2025, overtime will be pensionable for Dispatchers.
- Effective 10/01/2024, overtime will be retro-active pensionable for all bargaining unit members (PSOs, Corporals, Dispatchers, and Sergeants) at the 401(a) Plan Employer Contribution rate of 10%.
- Effective 10/01/2025, Employer 401 (a) Plan Contributions will be applied to employee accounts at the end of each fiscal year quarter.

- The Employer will continue to make a matching contribution of no more than 5% of the employees' 457 Deferred Compensation Plan salary deferral.
- Effective 10/01/2025, the Employer will decrease the retirement eligibility age for PSOs, Corporals, and Sergeants from age 65 to age 50 or 25 years of service, to be consistent with "The Protecting Public Safety Employees' Timely Retirement Act of 2022."
- The Employer will propose enhanced disability insurance benefits for PSOs, Corporals, and Sergeants. Further, the CBA may be re-opened in 2026 for the limited purpose of discussing disability insurance benefits and any other topic permitted by the CBA (*i.e.*, wages), in accordance with the procedures outlined in the CBA.

FOR THE TOWN OF JUPITER ISLAND

Robert Garlo, Town Manager

FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION,
INC.

John S. Kazanjian, President

WSActiveLLP:114572026.1

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10 COLLECTIVE BARGAINING AGREEMENT
11
12 TOWN OF JUPITER ISLAND ~~AND THE~~ and the
13 PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION
14
15 PERC CERTIFICATE NUMBER 1762 (2022)
16
17 OCTOBER 1, 202~~5~~2 THROUGH SEPTEMBER 30, 202~~8~~5
18
19 PUBLIC SAFETY OFFICERS, CORPORALS, ~~AND~~ and
20 PUBLIC SAFETY DISPATCHERS
21
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PREAMBLE & DEFINITIONS

This COLLECTIVE BARGAINING AGREEMENT, hereinafter referred to as “Agreement,” is entered into by and between the TOWN OF JUPITER ISLAND, Florida, hereinafter referred to as the “Employer,” and PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the “Union,” and, together, referred to as “the Parties.”

The general purpose of this Agreement is to provide for wages, hours and terms and conditions of employment for the employees covered by this Agreement, and to provide for an orderly and peaceful procedure for the resolution of differences, in order to ensure the efficient operation of the Town of Jupiter Island Public Safety Department. In case of conflict between this Agreement and any other of the TownEmployer’s policies or practices, the language in this Agreement shall control. If this Agreement is silent as to any matter, the TownEmployer’s policies or practices shall control.

The Parties to this Agreement affirm their mutual commitment to the goals of a skilled and productive public safety service and an amicable employer-employee relationship. The Parties to this Agreement also recognize and affirm that if, in the sole discretion of the Employer’s Town Manager, it is determined that emergency conditions exist, the provisions of this Agreement may be suspended by the Employer during the time of such declared emergency.

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, where the context so permits.

As used throughout this Agreement:

“Base Rate of Pay” means a non-exempt employee’s hourly rate.

“Corporal” is a PSO that has been promoted to the rank of Corporal.

“Day” means a calendar day.

“Director” means Chief of Public Safety.

1 “Dispatcher” means an unsworn Public Safety Telecommunications
2 Dispatcher.

3
4 “Employee” means only those employees of the Town of Jupiter Island
5 Public Safety Department for whom the Union is, in Article 1 of this Agreement,
6 recognized as the bargaining agent; a bargaining unit member.

7
8 “Employer” means the Town of Jupiter Island.

9
10 “Grievance” means a written complaint of an employee regarding the
11 interpretation or application of a specific provision of this Agreement.

12
13 “Grievant” means an employee who has filed a grievance.

14
15 “May” means to have permission or liberty, but does not convey an
16 obligation, to perform; the discretion to choose between two or more alternatives.

17
18 “Modified duty” includes temporary and part-time work as well as a
19 modification of work duties and responsibilities.

20
21 “On Call” means that the employee is free to engage in his normal activities
22 during the call period so long as he remains fit for duty, may be contacted by
23 phone, pager or radio and remains in a reasonable commuting area of his assigned
24 workplace.

25
26 “PSO” means a public safety officer that holds a Florida State Tri-
27 Certification (current Florida Law Enforcement Certification, State of Florida
28 Firefighter Standards Certification, and Emergency Medical Technician
29 Certificate).

30
31 “Regular Rate of Pay” means an employee’s base rate plus any adjustments
32 to his wages associated with work performance.

33
34 “Recall” shall be defined as a Unit member having gone off duty after
35 completing his shift, but called into work prior to returning for the next regularly
36 scheduled shift.

37
38 “Shall” means to have an obligation or requirement to perform; it is a
39 directory phrase that mandates action.

1
2 “Strike” means the concerted failure to report for duty, the concerted
3 absence of employees from their positions, the concerted stoppage of work, the
4 concerted submission of resignations, the concerted abstinence in whole or in part
5 by any group of employees from the full and faithful performance of their duties of
6 employment with the Employer, participation in a deliberate and concerted course
7 of conduct which adversely affects the services of the Employer, picketing or
8 demonstration in furtherance of work stoppage, either during the term of or after
9 the expiration of a collective bargaining agreement.

10
11 “TJI” means Town of Jupiter Island.

12
13 “TJIPSD” means Town of Jupiter Island Public Safety Department.

14
15 “TJIPSDGO” means Town of Jupiter Island Public Safety Department
16 General Orders.

17
18 “Town” means Town of Jupiter Island.

19
20 “Town Manager” means Town of Jupiter Island’s Town Manager or in his
21 absence, ~~designee~~Deputy Town Manager.

22
23 “Vacation Period” means one or more contiguous vacation days not
24 otherwise interrupted by scheduled work days.

25
26 “Will” means to have an obligation or a requirement to perform.

27
28 “Work Period” means a calendar period of either seven (7) or fourteen (14)
29 days.

30
31 “105%” represents an increased benefit based on the ratio of hours some
32 employees work each year (2,184), as compared to the hours worked by other non-
33 sworn ~~Town~~Employer personnel (2,080).

1 **ARTICLE 1**

2 **RECOGNITION**

3
4 1.1 The Employer hereby recognizes the Union as the exclusive representative
5 for the purpose of collective bargaining with respect to the establishing of
6 salaries, wages, hours and other terms and conditions of employment for
7 those employees who are designated as being within the bargaining unit.
8

9 1.2 The bargaining unit covered by this Agreement is as stated in PERC
10 Certificate Number 1762 (2022) and is defined as follows:
11

12 INCLUDED: All full-time Public Safety Officers, Corporals, and Public
13 Safety Dispatchers employed by the Town of Jupiter Island in the
14 Department of Public Safety.
15

16 EXCLUDED: Sergeants, Captain, Chief, and all other employees of the
17 Town of Jupiter Island.
18
19

1 **ARTICLE 2**

2 **REPRESENTATIVES OF PARTIES FOR BARGAINING PURPOSES**

3
4 2.1 The Employer agrees that during the term of this Agreement it will deal only
5 with the authorized representatives of the Union in all matters involving
6 wages, hours, and terms and conditions of employment or other official
7 action called for by the Agreement.
8

9 2.2 The Union likewise agrees that during the term of this Agreement, the
10 Union, its representatives, and constituents will deal only with the Town
11 Manager or his designated representatives in matters involving wages, hours,
12 and terms and conditions of employment.
13

14 2.3 Upon request by one party, the other party shall provide, in writing, the
15 name(s) of its representative(s) within three (3) days of such request.
16

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 Except as expressly modified or restricted by specific provision of this Agreement, all statutory and inherent management rights, prerogatives, and functions are retained and invested exclusively in the Employer, including, but not limited to, the rights in its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the numbers of employees to be employed; to hire employees; to determine employees' qualifications; to assign and direct employees' work and training; to determine the requirements of jobs; to promote, demote, transfer, lay-off, recall to work; to set the standards of productivity and/or the services to be rendered; to maintain efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to use independent contractors to perform work or services except as specifically limited by other provisions of this contract; and to take whatever action is either necessary or advisable to determine, manage and to fulfill the mission of the Employer and to direct the Employer's employees.
- 3.2 The Town Manager is the only member of management who may interpret Management Rights established by this Agreement. Any question, interpretation or inquiry regarding any provision of this Agreement shall be submitted in writing to the Town Manager. The Employer's failure to exercise any one or more of its Management Rights from time to time will not be deemed a waiver of the Employer's right to exercise any one or more of its Management Rights at a later time.
- 3.3 Nothing in this Article shall be construed as a waiver of the Union's rights to demand bargaining over the impact of any rule change that effects employees' terms and conditions of employment.

1 **ARTICLE 4**

2 **NON DISCRIMINATION**

3
4 4.1 Both the Employer and the Union recognize that discrimination on the basis
5 of race, color, religion, sex, national origin, age, disability, marital status,
6 veteran status, sexual orientation or other protected status pursuant to state and
7 federal law is unlawful. The parties also recognize that the Employer has
8 established an internal procedure to investigate and resolve alleged cases of
9 discrimination. Accordingly, allegations of employment discrimination shall
10 not be processed through the contractual grievance/arbitration procedure.

11
12 4.2 No employee covered by this Agreement will be discriminated against by the
13 ~~Town~~[Employer](#) because of membership in the Union, or authorized activity as
14 required in this Agreement on behalf of the Union.
15

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

5.1 The grievance procedure is intended to provide a quick and effective procedure for resolving employee grievances. Any portion of this Agreement, including its Preamble, is subject to the Grievance Procedure. The form of the Grievance shall be as set forth in Appendix 4 of this Agreement.

5.2 Complaints regarding the interpretation or application of a specific provision of this Agreement may be expressed orally by a bargaining unit member to his supervisor and resolved prior to the initiation of a formal grievance proceeding. In the event informal discussions fail to satisfactorily resolve a complaint, a grievance may be filed.

5.3 Grievances may be filed and are subject to the timeliness and processing provisions of the Town of Jupiter Island Ordinance 336 § 2-145 as adopted on December 13, 2011, a copy of which is appended hereto as Appendix 2 for reference only. Within seven (7) days of receiving the Town Manager's response as provided in Town of Jupiter Island Ordinance 336 § 2-145A, the grievant may appeal the decision to Step 4, the Grievance Resolution Board or the grievant may notify the Town Manager of an intent to arbitrate the grievance.

5.4 If the grievant determines to proceed pursuant to Step 4, the Grievance Resolution Board, the process shall end at the conclusion of the prescribed activities and the grievant shall have no further recourse. If a grievant determines to proceed pursuant to this Article 5, the process shall proceed as specified herein. No grievance may be arbitrated without the express written assent of the Union.

5.5 Once notice of intent to arbitrate has been presented to the Town Manager, and the Union has assented to arbitrate the matter, the Union may request the Federal Mediation and Conciliation Service for a list of five (5) qualified arbitrators. Within ten (10) days of receipt of the list, the Union or their attorney, then the Town Manager, shall each strike two names from the list. The arbitrator thus selected shall conduct the arbitration proceeding. The written decision of the arbitrator shall be final and binding upon all Parties.

1
2 5.6 The expense of the arbitrator shall be shared equally by the Union and the
3 Employer. All expenses voluntarily incurred by a party, including but not
4 limited to attorneys' fees, legal fees, court reporter charges, witness fees and
5 other costs, shall be paid by the party incurring such costs.
6

1 **ARTICLE 6**

2 **NO STRIKE**

3
4 6.1 Neither the Union, nor any of its officers, agents and members, nor any
5 Union members, covered by this Agreement, will instigate, promote,
6 sponsor, engage in, or condone any strike, sympathy strike, slow down, sick
7 out, concerted stoppage of work, illegal picketing, or any other interruption
8 of the operations of the Employer.
9

10 6.2 Each employee who holds a position with the Union occupies a position of
11 special trust and responsibility in maintaining and bringing about
12 compliance with this Article and the strike prohibition in Section 447.505,
13 Florida Statutes and the Constitution of the State of Florida, Article I,
14 Section 6. Accordingly, the Union and its officers, stewards and other
15 representatives agree that it is their continuing obligation and responsibility
16 to maintain compliance with this Article and the law, including their
17 responsibility to abide by the provisions of this Article and the law by
18 remaining at work during any interruption which may be initiated by others;
19 and their responsibility, in the event of breach of this Article or the law by
20 other employees and upon the request of the Employer, to encourage and
21 direct employees violating this Article or the law to return to work, and to
22 disavow the strike publicly.
23

ARTICLE 7

This Article intentionally left blank in this Draft.

ARTICLE 8

COURT ATTENDANCE

An employee required to attend court, deposition, or any other administrative proceeding, pursuant to subpoena or other order *and* related to or arising from his duties with the Employer, and who is: *required to be absent* from a scheduled work day will receive his regular rate of pay for the hours he attends; *not required to be absent* from a scheduled workday will be paid the greater of three (3) hours or the actual hours he attends.

1 **ARTICLE 9**

2 **RECALL**

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4 9.1 Except as provided in Article 9.2, an employee who is recalled to duty shall
5 be compensated a minimum of two (2) hours or the actual time worked,
6 whichever is greater.

7
8 9.2 An employee who is requested to provide early or late relief of a scheduled
9 shift shall be compensated for the actual time worked.

10
11 9.3 Compensation for travel associated with recall shall be consistent with the
12 requirements of the Fair Labor Standards Act.

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14 9.4 Travel time for employees recalled to work from significant distances shall
15 be considered time worked. The employee and Director shall jointly
16 determine whether recall is appropriate if the recall will involve travel from
17 a significant distance.
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ARTICLE 10

HOURS OF WORK AND OVERTIME

10.1 a. The normal work period of the TJIPSD shall be eighty-four (84) hours each fourteen (14) days.

b. The Parties expressly agree that the ~~Town~~Employer reserves the right to modify the work period or work schedule of Dispatchers, including returning them to a forty (40) hour work week.

10.2 a. Overtime for PSOs and Corporals will be paid at the rate of one and one-half (1.5) times the employee's regular rate for all hours worked in excess of eighty-four (84) hours in a fourteen (14) day work period.

b. Overtime for Dispatchers will be paid at the rate of one and one-half (1.5) times the employee's regular rate for all hours worked in excess of forty (40) hours in a seven (7) day work period.

10.3 Overtime will be paid on the first payday following the work period in which it was earned.

10.4 ~~Time paid but not worked including, but not limited to, Sick Leave, Vacation Leave, Holiday Leave and Compensatory Leave, shall not be counted as "hours worked" toward overtime in the work period.~~ Vacation Leave, Holiday Reserve, and Compensatory Leave will be counted as "hours worked" towards overtime in the work period. Sick Leave and all other time paid but not worked will not be counted as "hours worked" toward overtime in the work period.

10.5 Off-Shift Work

Employees shall perform off-shift work (overtime/special duty) as required by the Director or Director's designee. Employees who wish to perform off-shift work are encouraged to list their names on the TJIPSD Power Detail program. Employees who have included their names on the Power Detail program shall be assigned to overtime/special duty detail first; once the list of employees that have signed up is exhausted, overtime/special duty shall be assigned as required.

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ARTICLE 11

UNIFORMS AND EQUIPMENT

11.1 Employees shall wear an approved uniform and shall use approved gear and equipment.

11.2 a. The Employer shall supply each employee with a supply of uniforms as shown below or the resources necessary to obtain such uniforms so that each employee has the following serviceable clothing/equipment as specified in G.O. 5.05.1, § IV.B.1., and, as applicable, § IV.C.1.

b. Employees shall return such uniforms to Employer when replacements are needed or when separating from the Employer.

c. Employees should expect to receive such uniforms requested within four (4) weeks of the request using the form shown in Appendix 3.

11.3 The Employer shall supply each PSO and Corporal with a one-hundred-fifty dollar (\$150) shoe allowance and Dispatchers with a three-hundred dollar (\$300) clothing allowance each year.

11.4 An employee may not modify his uniform, gear, or equipment without express authorization from the Director.

ARTICLE 12

WAGES

12.1 a. TJIPSD Public Safety Officers (“PSO”) will be classified as follows:

<u>Job Classification</u>	<u>Qualifications</u>
---------------------------	-----------------------

- | | |
|----------------------|---|
| PSO | <ul style="list-style-type: none">• PSOs in their first year of employment with TJIPSD |
| PSO I | <ul style="list-style-type: none">• PSOs who have completed their introductory period with the TJIPSD, and• Satisfactorily completed Field Training Program and Street Survival Training, and• Attained certifications in Radar and ATV |
| PSO IIA ¹ | <ul style="list-style-type: none">• PSOs who have attained PSO I status, and• Completed two years of service with the TJIPSD, and• Possess 50% of hours required (usually 30 hours) for <u>an Associates Degree</u>² from <u>an</u> accredited college or University as approved by the <u>DirectorTown Manager</u>, and• Satisfactorily completed 120 hours of advanced training, which must include Standardized Field Sobriety Test, and other course electives, as approved by the Director based on a preapproved designed career path |
| PSO IIB | <ul style="list-style-type: none">• PSOs who have attained PSO IIA status, and• Possess <u>an Associates Degree</u> from <u>an</u> accredited college or University as approved by the <u>DirectorTown Manager</u>, and• Satisfactorily completed 1280 hours of advanced |

¹ Four years of service as a sworn officer in police, fire rescue, or public safety department, or two years of triple-certified service, may substitute for PSO status and years of service with the TJIPSD requirement *so long as* all current and prior education and training requirements are met.

² Program approval for this Degree and all other Degree programs in this Article must be secured from the Director of Public SafetyTown Manager before the Employee commences the program.

training, which may include At Scene Traffic Crash/Homicide Investigations, and other course electives, as approved by the Director based on a preapproved designed career path

PSO III³

- PSOs who have attained PSO IIB status, and
- Completed five years of service with the TJIPSD, and
- Possess a Bachelor's Degree from an accredited college or University, as approved by the DirectorTown Manager, and
- Satisfactorily completed 120 hours of advanced training course electives approved by the Director based on a preapproved designed career path

PSO IV⁴

- PSOs who have attained PSO III status, and
- Completed ten years of service with the TJIPSD, and
- Possess a Master's Degree from an accredited college or University, or complete (on personal time) an executive-level leadership program (e.g., FBI LEEDA Trilogy, FDLE Florida Leadership Academy), as approved by the DirectorTown Manager

12.1 b. The Pay Ranges associated with the Public Safety Officer Classifications shall be as established by the TownEmployer from time to time.

12.1 c. PSOs progressing from one classification to the next shall receive a percent increase shown below. PSOs progressing multiple classifications shall receive the cumulative percent increase.

<u>From</u>	<u>To</u>	<u>Increase</u>
PSO	PSO I	3.0%
PSO I	PSO IIA	2.0%
PSO IIA	PSO IIB	2.0%

³ Eight years of service as a sworn officer in police, fire rescue, or public safety department, or five years of triple-certified service, may substitute for PSO status and years of service with the TJIPSD requirement *so long as* all current and prior education and training requirements are met.

⁴ Fourteen years of service as a sworn officer in police, fire rescue, or public safety department, or ten years of triple-certified service, may substitute for PSO status and years of service with the TJIPSD requirement *so long as* all current and prior education and training requirements are met.

1	PSO IIB	PSO III	4.0%
2	PSO III	PSO IV	4.5%
3			
4			

12.2 a. TJIPSD Public Safety Corporals will be classified as follows:

<u>Job Classification</u>	<u>Qualifications</u>
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Corporal	• Corporals in the first year following promotion/hire with TJIPSD
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Corporal I	• Corporals who have completed their introductory/one-year probation periods with the TJIPSD, and • Possess <u>an</u> Associates Degree from <u>an</u> accredited college or University approved by the <u>DirectorTown Manager</u>, and • Satisfactorily completed <u>1280</u> hours of advanced training course electives consistent with rank, which must include Line Supervision, as approved by the Director based on a preapproved designed career path
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Corporal IIA	• Corporals who have attained Corporal I status, and • Completed five years of service with the TJIPSD, and Possess at least 90 credit hours (AA + 30 credit hours) toward <u>a</u> Bachelor's Degree from <u>an</u> accredited college or University approved by the <u>DirectorTown Manager</u>, and • Satisfactorily completed 80 hours of advanced training course electives consistent with rank, as approved by the Director based on a preapproved designed career path
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Corporal IIB	• Corporals who have attained Corporal IIA status, and • Possess <u>a</u> Bachelor's Degree from <u>an</u> accredited college or University, as approved by the <u>DirectorTown Manager</u>, and • Satisfactorily completed 80 hours of advanced training course electives consistent with rank, as approved by the Director based on a preapproved designed career path
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Corporal III	• Attained Corporal IIB status, and • Completed ten years of service with the TJIPSD, and
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- Possess a Master's Degree from an accredited college or University or complete (on personal time) an executive-level leadership program (e.g., FBI LEEDA Trilogy, FDLE Florida Leadership Academy), as approved by the DirectorTown Manager

12.2__b. The Pay Ranges associated with the Corporal classifications shall be as established by the TownEmployer from time to time.

12.2__c. Corporals progressing from one classification to the next shall receive a percent increase shown below. Corporals progressing multiple classifications shall receive the cumulative percent increase.

<u>From</u>	<u>To</u>	<u>Increase</u>
Corporal	Corporal I	3.5%
Corporal I	Corporal IIA	2.25%
Corporal IIA	Corporal IIB	2.25%
Corporal IIB	Corporal III	4.5%

12.2__d. Upon ratification and presentation of documentation of inservice and formal educational requirements and provided employees meet all other requirements of a classification, PSOs and Corporals shall be advanced to the appropriate classification. Any adjustments to pay associated with said advancement shall be effective the date the employee provides documentation.- Employees shall be slotted into their appropriate classifications without increase until they progress to the next classification except as provided in 12.6 below.

12.3 Unless otherwise agreed, TJIPSD employees shall not receive separate Fire/EMT incentives; Fire/EMT incentives are part of an employee's base rate. TJIPSD employees may receive such educational incentives for which they qualify pursuant to State statute *so long as that program is in effect.* TJIPSD employees may receive assignment pay when working as a Field Training Officer, a Marine Patrol Officer or other special assignments as may from time to time be appropriate as determined by the Town Manager or Designee.

12.4 Nothing in this Article is intended to limit the ability of employees to participate in such compensation programs in the same manner as other TownEmployer personnel.

1
2 12.5 PSOs working in a higher classification (WHC) as an acting shift supervisor
3 shall be paid an additional 5% over their base rate of pay for all full shifts
4 worked during the WHC period. A Corporal must work in a higher
5 classification for 30 or more continuous calendar days in order to receive the
6 additional 5% over the base rate of pay for all full shifts worked during the
7 WHC period. The WHC Incentive is paid for full shifts worked only.
8

9 12.6 The advanced training classes described in each Section 12.1a and 12.2a are
10 not cumulative. This is to say that the advanced training classes described
11 for each level of PSO or Corporal are in addition to the advanced training
12 classes described for the level below.
13

14 12.7 If a course is required but not offered, a PSO or Corporal may take an
15 alternative course so long as the alternative course has been pre-approved by
16 the Director or designee.
17

18 12.8 a. TJIPSD Dispatchers will be classified as follows:
19

20 Job Classification Qualifications
21

22 Dispatcher: Dispatchers in their first year of employment with
23 TJIPSD.
24

25 Dispatcher II: Minimum of two (2) years of uninterrupted service as
26 Dispatcher, and:

- 27 • Annual performance evaluation ratings of “Meet
28 Expectations” or higher,
 - 29 • Approved telecommunication field training course,
 - 30 • Crisis Intervention Team (“CIT”) training,
 - 31 • Certification or skill in one of the following:
 - 32 ○ 60 hours of any approved telecommunicator
33 courses (only thirty (30) hours of job-related
34 advanced training if holds an Associate’s
35 Degree),
 - 36 ○ Conversation Foreign Language skill, or
 - 37 ○ Other applicable skill as approved by the
38 Director.
- 39
40

1 Master

2 Dispatcher:

3 Six (6) years of uninterrupted service as a Dispatcher II,
4 and:

- 5 • Annual performance evaluation overall rating of
6 “Meets Expectations” in the 24 months preceding
7 the application for advancement, and
- 8 • 300 hours of approved job-related advanced
9 training not previously used for advancement to
10 Dispatcher II (only 150 hours of approved job-
11 related advanced training not previously used for
12 advancement to Dispatcher II if Bachelor’s
13 Degree).

14 Prior to an employee becoming eligible for advancement, they must submit a
15 memo via chain-of-command, along with documents supporting their
16 eligibility for advancement.

17
18 12.8 b. The Pay Ranges associated with the Dispatcher Classifications shall
19 be as established by the Employer from time-to-time.

20
21 12.8 c. Dispatchers progressing from one classification to the next shall
22 receive a percent increase shown below. Dispatchers progressing
23 multiple classifications shall receive the cumulative percent increase.

<u>From</u>	<u>To</u>	<u>Increase</u>
<u>Dispatcher</u>	<u>Dispatcher II</u>	<u>5%</u>
<u>Dispatcher II</u>	<u>Master Dispatcher</u>	<u>5%</u>

ARTICLE 13

TRAINING

13.1 The ~~Town~~Employer shall pay for all training that is required, mandatory or necessary. Attendance at required, mandatory, and necessary training shall be treated as hours worked.

a. Training is deemed required when an employee is given a direct order by the Director to attend training.

b. Training is deemed mandatory when it is required by the State for recertification purposes as a Police Officer, Firefighter, EMT, or Dispatcher.

c. Training is deemed necessary when it satisfies a specific need or requirement as identified by the Director.

13.2 The ~~Town~~Employer may pay for certain voluntary trainings. Attendance at voluntary training is not compensable and shall not be treated as hours worked. Voluntary training includes:

a. Training that an employee wishes to attend for personal career development (management or selected subject seminars); and

b. Training or courses to advance an employee's civilian education (completion of degree requirements).

13.3 Banked holiday leave may be used for such education and training opportunities that are not compensable or treated as hours worked.

13.4 All requests for training must be approved by the Director.

ARTICLE 14

HEALTH INSURANCE

The Employer will provide employee health & welfare benefits for employees on the same terms and conditions as provided to the Employer's non-bargaining unit employees. Employees shall be offered dependent coverage health insurance benefits on the same terms and conditions as provided to the Employer's non-bargaining unit employees.

ARTICLE 15

SICK LEAVE

- 15.1 Employees who work 84 hours bi-weekly shall accumulate sick leave hours at the rate of one hundred five percent (105%) of the rate of accumulation of the TownEmployer's non-sworn personnel; all other employees shall accumulate sick leave hours at the same rate of accumulation of the TownEmployer's non-sworn personnel.
- 15.2 Sick leave begins to accumulate on the date of employment and shall accumulate for the term of the employee's employment provided there are no breaks in service up to a maximum of 240 hours.
- a. Upon *retirement*, employees eligible for payment of sick leave will be paid fifty percent (50%) of the employee's accumulated regular sick leave not to exceed a maximum of 80 hours pay and fifty percent (50%) of the employees "reserved" sick leave so that the combined total shall not exceed 320 hours pay.
- b. Upon *separation*, employees eligible for payment of sick leave – those employees who have been employed by the TownEmployer for at least ten (10) consecutive years – will be paid fifty percent (50%) of the employee's accumulated regular sick leave not to exceed a maximum of 80 hours pay and fifty percent (50%) of the employee's "reserved" sick leave so that the combined total shall not exceed a maximum of 160 hours pay.
- 15.3 Bargaining unit members using one (1) sick day or less in a twelve (12) month fiscal year, will be credited with one (1) day of vacation leave.

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ARTICLE 16

HOLIDAYS

- 16.1 Employees who work 84 hours bi-weekly shall accumulate holiday hours at the rate of one hundred five percent (105%) of the rate of accumulation of the TownEmployer's non-sworn personnel; all other employees shall accumulate holiday hours at the same rate of accumulation of the TownEmployer's non-sworn personnel.
- 16.2 Employees who work 84 hours bi-weekly and who begin work on an observed holiday shall receive 8.4 hours holiday pay and shall receive one and one half (1½) times their regular rate for all hours worked; all other employees who work on an observed holiday shall receive 8.0 hours holiday pay at one and one half (1½) their regular rate for all hours worked.
- 16.3 Employees who work 84 hours bi-weekly and who do not work on an observed holiday shall receive 8.4 hours holiday pay; all other employees shall receive 8.0 hours holiday pay.
- 16.4 Employees may elect to bank their holiday pay as time that may be taken at a later date, *so long as coverage is otherwise available (i.e., the TownEmployer does not have to add any other employee to the schedule and the TownEmployer does not have to incur overtime).* Any banked time remaining shall be paid to the employee at the TownEmployer's fiscal year end.

ARTICLE 17

VACATION

17.1 Employees who work 84 hours bi-weekly shall accumulate Vacation Leave hours at the rate of one hundred five percent (105%) of the rate of accumulation of the [TownEmployer](#)'s non-sworn personnel; all other employees shall accumulate Vacation Leave hours at the same rate of accumulation of the [TownEmployer](#)'s non-sworn personnel.

17.2 Vacation Leave shall accumulate according to the employee's current annual Vacation Leave allotment; at the end of any fiscal year, individual employee accumulations in excess of two times the employee's annual vacation leave allotment is forfeited.

17.3 Vacations shall be scheduled for each fiscal year no later than September 15 of the prior fiscal year.

- a. No later than August 1 of the prior fiscal year, TJIPSD shall make available a vacation calendar from which employees shall select their vacation days. Once the most senior employee has selected his first desired vacation period, the vacation calendar shall move to the next senior employee for selection and so forth until all known or desired vacation leave is scheduled.
- b. Once selected, an employee may adjust his vacation periods as dates are or become available.
- c. One PSO or Corporal per shift may take vacation time off *so long as* coverage is otherwise available (*i.e.*, the [TownEmployer](#) does not have to add any other employee (PSO, Corporal, Sergeant) to the schedule and the [TownEmployer](#) does not have to incur overtime). One Dispatcher per 24-hour period may take vacation time off *so long as* coverage is otherwise available.
- d. Preliminary approval of additional vacation request(s) and determination of coverage is the responsibility of the Shift Supervisor, subject to final approval by the Director or Director's designee.

1 e. Scheduled vacations may be canceled based on coverage and for other
2 exigent circumstances.
3

4 17.4 Vacations shall be scheduled in shift day increments unless specifically
5 approved by the Director or Director's designee. Employees shall not be
6 required to take vacation in blocks of time, and there shall be no blackout
7 periods.
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9 17.5 The maximum amount of vacation leave an employee may be paid at
10 separation is two times the employee's current annual vacation allotment.
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ARTICLE 19

DUTY DISABILITY LEAVE

A PSO or Corporal who sustains a serious injury/illness on-duty while in fresh pursuit (as defined in §112.19(d), Florida Statutes (2019)) or in the apprehension of a violent person, or who sustains a serious injury under extraordinary circumstances while engaged in Public Safety activities may receive a supplement to the Workers' Compensation that will provide 100% of his base salary.

- a. This full-pay status shall be granted only after submission of medical certification which clearly demonstrates that the injury/illness is the result of one of the aforementioned criterion. A bargaining unit member may receive an amount equal to the difference of his Workers' Compensation benefit and his thirteen (13) week average take home pay for a maximum of 365 days from the date of injury.
- b. All questions regarding eligibility for the supplemental payment provided in this section shall be resolved at the sole discretion of the Town Manager without resort to the grievance and arbitration procedure.
- c. The ~~Town~~Employer will grant reasonable work accommodations to employees as may be required by Federal or State law.

ARTICLE 20

BULLETIN BOARDS

20.1 The Employer will provide the Union with one bulletin board that will be used solely by the Union for posting Union notices of a businesslike, non-inflammatory nature.

20.2 All notices posted on these bulletin boards shall be reviewed, signed and dated by the Union President or his Designee and the Director of the TJIPSD before they are posted.

20.3 The Union President or his Designee shall check all bulletin boards regularly to ensure that only authorized materials are posted on the bulletin boards. Upon seeing unauthorized materials posted on a bulletin board or receiving notice that such materials are posted on a bulletin board, the Union President or his Designee shall cause such unauthorized postings to be removed immediately from the bulletin board. Additionally, the Director or his Designee may remove unauthorized postings from the bulletin board.

ARTICLE 21

UNION BUSINESS

21.1 Eligibility to Use Union Time Pool

- a. Up to a maximum of three (3) Union representatives in one instance shall be granted time off paid from the time pool for the purpose of conducting union business; however this does not preclude management from granting leave to more than three (3) Union representatives if doing so does not unduly disrupt the operation of the JIPSD.
- b. Use of the Union time pool or time off may be denied if the absence of a Union representative creates insufficient manpower to maintain efficiency of operations within the JIPSD. This determination is solely the decision of the Chief.

21.2 Charges Against the Union Time Pool

Union representatives shall have the right to request time off from the Union time pool for the purpose of conducting Union business and/or mutual interest business with the [TownEmployer](#) including grievance hearings, investigations, interrogations, contract negotiations, legislative body meetings regarding the resolution of collective bargaining impasse procedures, arbitrations, Labor Management Committee meetings, Union quarterly meetings and Union Board of Directors meetings.

21.3 Union Time Pool

The Employer shall create and the Union shall administer a time pool that may be used to cover unpaid absences from work for such business described in this Article. In the event the Union time pool hours fall below 100 hours, employees shall each contribute four (4) hours from accumulated Vacation Leave into the pool. This donation is irrevocable and must be in increments of at least four (4) hours although there is no limit to the hours a Union member may donate. The hours in the Union time pool may be debited to cover unpaid time off for Union business. Any authorization to debit the Union time pool and credit the absent employee must be signed by

1 two (2) of the Union's members, except that the Union time pool shall
2 reimburse the Employer for any overtime resulting from absences from work
3 related to this Article and no such authorization shall be required.
4

1 **ARTICLE 22**

2 **WORK RULES**

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4 22.1 The parties recognize that the Employer currently has work rules,
5 regulations, and policies and implements procedures governing employment.
6 The parties agree that the TJI and TJIPSD have the sole and exclusive
7 discretion to formulate, amend, revise and implement such rules, regulations,
8 policies and procedures.
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10 22.2 In the event that any rule, regulation, policy or procedure conflicts with this
11 Agreement, the language in this Agreement shall control.
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13 22.3 Only the terms of this Agreement shall be subject to arbitration.

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1 **ARTICLE 24**

2 **DUES DEDUCTION**

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4 24.1 The Employer shall deduct, two times each month, dues owed by a member
5 to the Union from the salary of a member, so that dues are deducted from
6 members' paychecks in 24 pay periods each year, provided that, prior to
7 deduction, the Union has provided to the Employer a signed statement
8 authorizing such deduction and the amount of the deduction from such
9 member's salary. Such authorization may be canceled by the member upon
10 thirty (30) days written notice thereof to both the Union and the Employer.

11
12 24.2 The Union shall pay the Employer Forty Dollars (\$40.00) each month, or as
13 otherwise agreed in keeping with the provisions of this Article, for deducting
14 Union dues from salaries. Payment shall be made no later than the 15th day
15 of the month.

16
17 24.3 The Union hereby indemnifies the Employer from and against any and all
18 claims on account of dues deducted pursuant to the provisions of this
19 Article.
20
21

ARTICLE 25

DURATION OF AGREEMENT

25.1 This Agreement will commence on October 1, 202~~5~~², and will remain in effect until September 30, 202~~8~~⁵.

25.2 The parties agree that Wages ~~and two articles~~ are subject to negotiations each fiscal year of this Agreement.

25.3 Should either party desire to reopen or renegotiate this Agreement as provided herein, that party shall notify the other party in writing no later than March 1 of that fiscal year except that in the first year of this contract, this date shall be no later than 60 days following ratification of the Agreement.

- a. The party who wishes to reopen or renegotiate shall submit its proposed changes, in writing, either in the initial notice of negotiations or at the first meeting.
- b. Both parties are obliged to meet and confer within twenty (20) days after receipt of written notice of the request for a meeting for collective bargaining purposes unless this time limit is extended by mutual consent.

1 **ARTICLE 26**

2 **SAVINGS CLAUSE**

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4 26.1 If any provision of this Agreement, or the application of such provision,
5 should be rendered or declared invalid or unlawful by any court action or by
6 reason of any existing or subsequently enacted legislation, or State or
7 Federal rule or regulation or Administrative Agency action, the remaining
8 parts or portions of this Agreement shall remain in full force and effect.
9

10 26.2 In the event any provision of this Agreement, or the application of such
11 provision should be rendered or declared invalid as described in 26.1 above,
12 the Employer and the Union will, as soon as practical, meet to determine
13 whether a replacement provision is necessary. If the Parties mutually agree
14 that a replacement provision is necessary, the provision shall be prepared in
15 keeping with the requirements of Article 27 of this Agreement.
16
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ARTICLE 27

APPENDICES AND AMENDMENTS

27.1 Issues neither foreseen nor addressed during these negotiations and not included in this Agreement may be addressed by the Parties and included as an amendment by a mutually agreed Memorandum of Understanding (“MOU”). Under such circumstances, the [UnionPBA](#) is specifically authorized by bargaining unit members to enter into an MOU to clarify or amend this Agreement, without the need for ratification by bargaining unit members. The form of the MOU shall be as set forth in Appendix 1 of this Agreement.

27.2 All appendices and amendments to this Agreement shall be numbered, dated and signed by the Parties, shall become part of this Agreement, and shall be subject to all provisions of this Agreement.

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ARTICLE 28

LABOR MANAGEMENT COMMITTEE

28.1 There shall be a Labor-Management Committee consisting of the following employee-management representatives:

- a. Three (3) Bargaining unit representatives, as designated by the PBA.
- b. The Town Manager and two (2) management employees as designated by the Town Manager.

28.2 Meetings of this Committee shall be scheduled at the request of either party upon five (5) days advance notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those questions/issues to be presented for discussion. The time, place, and duration of the discussion shall be set forth in the agenda and mutually agreed to by the respective representatives.

28.3 The sole function of the Labor-Management Committee shall be to discuss general matters pertaining to employer-employee relations.

28.4 The ~~Town~~Employer will agree to schedule such Committee meetings so as not to unduly interfere with the regularly scheduled shift of any bargaining unit member designated to attend. The ~~Union~~PBA shall submit to the Town Manager in advance, and keep current, a list of those bargaining unit members for PERC UNIT 1762.

APPENDICES

Appendix

Description

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Memorandum of Understanding Form

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Town of Jupiter Island Ordinance 336 § 2-145

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Uniform Request

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Grievance Form

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1 **SIGNATURE PAGE**

2
3 Except as otherwise provided herein, this Agreement shall be effective upon
4 ratification, and shall continue in force and effect from its ratification until its
5 expiration date of September 30, 202~~8~~5, or otherwise until a successor Agreement
6 is ratified by the Parties.
7

8 IN WITNESS THEREOF, the Parties have caused this Agreement to be
9 signed by their duly authorized representatives on the dates noted below.
10

11 FOR THE TOWN OF JUPITER ISLAND
12
13

14 _____
15 Robert Garlo, Town Manager
16
17

18
19 FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION,
20 INC.
21
22

23 _____
24 John S. Kazanjian, President
25
26

27 WSAActiveLLP:114571984.1

MEMORANDUM OF UNDERSTANDING

M.O.U. Number: (use date)

Contract Article: _____

Contract End Date: _____

Effective Date: _____

(Body of text goes here)

Management Team Members:

Date of Signatures:

Chief

Town Manager

PBA Members:

Date of Signatures:

ORDINANCE NO. 336

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING ORDINANCE NO. 245, AT SECTION 2-145, STEP 4, SO AS TO DELETE THE FOLLOWING LANGUAGE: "ALSO, IN THE EVENT OF A MATTER RELATED TO THE TOWN'S DRUG FREE WORKPLACE POLICY, THE TOWN COMMISSION SHALL REVIEW AND APPROVE ALL PERSONNEL DECISIONS."; AND, TO CONFORM AND CLARIFY THE REMAINING PROVISIONS OF ORDINANCE 245, PROVIDING FOR A METHOD OF EMPLOYEE GRIEVANCES; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF A GRIEVANCE RESOLUTION BOARD; PROVIDING FOR THE POWERS AND DUTIES OF SAID BOARD; PROVIDING FOR RESOLUTION OF INFORMAL GRIEVANCES; PROVIDING FOR RESOLUTION OF FORMAL GRIEVANCES; PROVIDING FOR INCLUSION INTO THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2, ADMINISTRATION, ARTICLE VI, BOARDS, COMMISSIONS AND COMMITTEES, BY CREATING A NEW DIVISION 2, GRIEVANCE RESOLUTION BOARD; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Ordinance No. 245 passed and adopted by the Town Commission on April 30, 1999, and amended July 10, 2000, is hereby amended by incorporating the language of said Ordinance in the Town's codified set of ordinances at Chapter 2, Administration, Article VI, Boards, Commissions and Committees, by including a new Division 2, incorporating therein, an amendment at Section 2-145, Step 4, so as to delete the reference to the Town Commission's review and approval of all personnel decisions related to matters involving the Town's Drug-Free Workplace Policy, and to conform and clarify the provisions of said Ordinance to read as follows:

CHAPTER 2

ADMINISTRATION

Article VI. Boards, Commissions and Committees

Division 2. Grievance Resolution Board

Sec. 2-140. Resolution of Employee Grievances.

It is declared that the public policy of the Town, and the purpose of this Ordinance, is to provide implementation of a procedure for review of certain employee grievances while maintaining the orderly and uninterrupted operations and functions of government and management. This procedure will provide the means to attempt to resolve disputes which may arise between employees and their supervisors.

Sec. 2-141. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Board means the Grievance Resolution Board.

Employee means any regular, full-time employee of the Town. Introductory employees are excluded from these provisions unless said employee is serving an introductory period on a promotional appointment status in a regular position.

Formal Grievance means a dispute or difference between employees and their supervisors involving formal disciplinary action, including dismissal, demotion, and/or suspension. Formal grievances may begin at Step 3 of the process.

Informal Grievance means a dispute or difference between employees and their supervisors involving a verbal counseling or reprimand. Informal grievances shall not advance past Step 2 of the grievance procedure.

Grievance Statement means a written statement of the grievance and the facts upon which it is based.

Grievance Form is the form provided by the Town of Jupiter Island used to file a grievance.

Sec. 2-142. Time Limitations.

The time periods set forth in this grievance procedure shall be strictly observed, and it shall be the responsibility of the aggrieved employee to ensure that the time limits for processing a grievance are met. If for any reason the aggrieved employee does not receive a timely response at any step of the process, it is the employee's responsibility to timely advance the grievance to the next step.

These time periods may be extended by mutual written agreement of the employee and the other party involved at any given step.

Sec. 2-143. Grievance Resolution Board.

A. *Authorized, empowered.* There is hereby authorized and empowered for each properly grievable occurrence a Grievance Resolution Board to hear employee appeals on formal grievances. The Board shall consist of three regular members and three alternate members serving staggered terms. One regular and one alternate member shall be appointed by the Town Commission, and one regular and one alternate member shall be appointed by the Town Manager. The appointees of the Town Commission and the Town Manager shall jointly appoint one regular and one alternate member. The members shall serve two-year terms and until his or her successor is appointed. One regular and one alternate member shall serve a term that expires April 30, 2000 (as the initial term expires the new term shall be two years) and two regular and two alternate members shall serve terms that expire April 30, 2001. The regular members shall select a chairperson at its first meeting following each round of appointments. Alternate members may act in the temporary absence of the regular member designated by the same entity that designated the alternate or when that regular member is disqualified in a particular case. The chair and other members shall devote such time as is necessary to perform their duties in a fair and impartial manner.

B. *Powers and Duties.* The function of the Board shall be to review unresolved employee formal grievances that have been properly processed pursuant to the Town grievance procedure as noted herein and submitted to the Board on a timely basis. Except as otherwise specified below, the Board shall have the power to establish its own procedures, schedule and conduct hearings, and take evidence and/or testimony from interested parties. All available written documents and reports relevant to

the formal grievance shall be submitted to the Board. All proceedings of the Board shall comply with the open records and open meetings requirements of Chapters 119 and 286, Florida Statutes.

In all cases the Board shall be bound by and act with due regard for the Town's right to determine unilaterally the purpose of each department, set standards of services to be offered to the public, exercise control and discretion over organization and operations, direct employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. Nothing contained in this article shall diminish or impede the exercise of those management rights.

Sec. 2-144. Resolution of Informal Grievances.

A. Step 1.

The aggrieved employee shall present any grievance orally to his or her immediate supervisor within three (3) working days of the matter causing the complaint. Discussion will be informal for the purpose of resolving differences in the simplest and most direct manner. It is expected that most matters can be resolved at Step 1. If the employee is not satisfied with the results of the oral discussion with his or her immediate supervisor, the grievance may be presented in writing on the grievance form to the immediate supervisor within two (2) working days following the initial oral discussion. The immediate supervisor shall render his or her decision, in writing, within three (3) working days of receipt of the grievance form.

B. Step 2.

If the grievance is not resolved in Step 1, the employee may within five (5) working days of receipt of the immediate supervisor's written decision, submit the written grievance to the employee's Department Head. If the employee's immediate supervisor is also the Department Head, the employee may proceed to Step 3.

The Department Head shall confer with the employee's immediate supervisor and with the employee, and shall investigate as he or she deems necessary to resolve the grievance. Within five (5) working days of the receipt of the written grievance, the Department Head shall then conduct a meeting with the employee, the supervisor, and any other relevant persons concerning the grievance. The Department Head shall give the employee a written decision on the grievance within two (2) working days of the meeting.

With regard to all informal grievances, the decision of the Department Head will be final.

Sec. 2-145. Resolution of Formal Grievances.

A. Step 3.

A grievance involving suspension, demotion or discharge may be introduced, in writing, to the Town Manager within seven (7) working days of the event giving rise to the grievance.

If the Department Head has not resolved the grievance at Step 2, the employee may forward the written grievance to the Town Manager within three (3) working days of receipt of the Department Head's written decision.

The Town Manager shall meet with the aggrieved employee within seven (7) working days after the receipt of the grievance. If a resolution of the grievance is not reached at this meeting, the Town Manager shall furnish a copy of his or her decision to the aggrieved employee within five (5) working days after the meeting.

An employee who is grieving suspension, demotion or discharge may appeal the Town Manager's decision to Step 4, the Grievance Resolution Board.

B. Step 4.

If the grievance is not resolved by written response of the Town Manager, the employee may, within seven (7) working days of receipt of the Town Manager's written decision, forward the written grievance to the Board, which shall, within a reasonable period of time, not to exceed 30 days, conduct a hearing on the matter. At the hearing, the Board shall consider only the grounds and reasons for the grieved discipline and shall only consider evidence relevant to the truth or falsity of those grounds and reasons. Upon conclusion of the hearing, the Board shall prepare findings of fact and, based on those findings, either affirm or reverse the grieved action. The Board shall render its decision in writing within fifteen (15) days of the hearing. If affirmed, the grievance resolution procedure ends at this Step. If reversed, the Town Manager shall review the Board's findings of fact and issue discipline consistent with the findings. The Board has no authority to modify any discipline that was ordered. Discipline will remain within the purview of the Town Manager. Notwithstanding the foregoing, if the Town Manager is an employee's

immediate supervisor, the Board has the authority to modify discipline ordered by the Town Manager.

In the event of a complaint involving the Town Manager, the Board will fulfill the investigatory and decision making role of the Town Manager in this process.

Section 2. Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability.

If any court of competent jurisdiction holds any word, part, section, paragraph or provision hereof to be unlawful or unconstitutional, such ruling or finding shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 5. Effective Date.

This Ordinance shall become effective immediately upon passage.

PASSED UPON FIRST READING THE 15th DAY OF November, 2011.

PASSED AND ADOPTED UPON SECOND READING THE FOLLOWING
PUBLIC HEARING THE 3rd DAY OF December, 2011.

(SEAL)



TOWN OF JUPITER ISLAND, FLORIDA

[Signature]
Mayor

WGP
Vice Mayor

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

ATTEST:
[Signature]
Clerk

REQUISITION FORM

Appendix 3

JUPITER ISLAND PUBLIC SAFETY DEPARTMENT UNIFORM / EQUIPMENT REQUISITION FORM

NAME:

DIVISION / UNIT:

DATE:

UNIFORMS	QTY
CLASS A	
LS SHIRTS (BLUE) - SIZE:	(2)
UNIFORM PANTS - SIZE:	(2)
DARK BLUE TIE	(1)
HAT - SIZE: 7 1/4	(1)
HAT RAIN COVER	(1)
HAT ACORNS	(1)
HAT STRAP	(1)
HAT BADGE	(1)
CLASS B	
SS SHIRTS (BLUE) - SIZE:	(5)
UNIFORM PANTS - SIZE:	(5)
POLICE BALL CAP	(1)
WINTER JACKET	(1)
ID CARD	(1)
NAME TAG	(1)
EMT PIN	(1)
FIRE PIN	(1)
MOURNING BAND	(1)
UNIFORM BADGE	(1)
COMMEMORATIVE BADGE	(1)
SPECIALTY BADGE	(1)
CLASS C	
BLUE POLO SHIRT SIZE:	(3)
EDU PANTS SIZE:	(3)
EDU SHORTS SIZE:	(3)

DUTY BELT	L*	N*	QTY
GUN BELT	(1)		
PANTS BELT	(1)		
RADIO HOLDER	(1)		
HOLSTER	(1)		
MAGAZINE HOLDER	(1)		
FLASHLIGHT RING	(1)		
EXPAND BATON	(1)		
EXPAND BATON HOLDER	(1)		
HANDCUFF CASE	(1)		
HANDCUFFS	(1)		
GLOVE POUCH	(1)		
KERPERS	(Set of 4)		
*OFC issued leather (L) and nylon (N) gear			
MISCELLANEOUS EQUIPMENT			
TICKET BOOK HOLDER		(2)	
METAL CLIPBOARD/REPORT HOLDER		(1)	
PORTABLE SERIAL #		(1)	
ELECTRONIC BUILDING KEY		(1)	
POLICE POLICY MANUAL CD #		(1)	
TOWN POLICY MANUAL #		(1)	
BALISTIC VEST SIZE:		(1)	
BALISTIC COVER		(1)	
TATICAL KNIFE		(1)	
EMT WATCH		(1)	
RAINCOAT SIZE:		(1)	

BIKE SHORTS - SIZE:	QTY
BIKE GLOVES	(1)
BIKE SHOES - SIZE:	(1)
WEAPONS	
DUTY MAKE MODEL SERIAL	
OFF DUTY MAKE MODEL SERIAL	
BUNKER GEAR	
FIRE BAG	(1)
JACKET - SIZE:	(1)
PANTS - SIZE:	(1)
BOOTS - SIZE:	(1)
NOMEX HOOD	(1)
GLOVES - SIZE:	(1)
SUSPENDERS	(1)
HELMET W/ VISOR	(1)
SPANNER WRENCHES	(2)

SIGNATURE:

MX-My Documents\Uniform & Equipment Inventory

Grievance Form

Contract Period
10/1/2018 to 9/30/2021

Step 1: The aggrieved employee shall present any grievance orally to his or her immediate supervisor within three (3) working days of the matter causing the complaint. Discussion will be informal for the purpose of resolving differences in the simplest and most direct manner. It is expected that most matters can be resolved at Step 1. If the employee is not satisfied with the results of the oral discussion with his or her immediate supervisor, the grievance may be presented in writing on the grievance form to the immediate supervisor within two (2) working days following the initial oral discussion. The immediate supervisor shall render his or her decision, in writing, within three (3) working days of receipt of the grievance form.

Date presented to Supervisor: _____

Grievant's Signature: _____

Date of written response as to disposition of grievance from Supervisor to the Grievant: _____

Supervisor's Signature: _____

Date of Grievance

Name of Grievant

Signature of Grievant

Grievance:

Describe the facts giving rise to the grievance:

This complaint involves the interpretation or application of the following Article or Articles (specify sections):

Step 2: If the grievance is not resolved in Step 1, the employee may within five (5) working days of receipt of the immediate supervisor's written decision, submit the written grievance to the employee's Department Head. If the employee's immediate supervisor is also the Department Head, the employee may proceed to Step 3.

The Department Head shall confer with the employee's immediate supervisor and with the employee, and shall investigate as he or she deems necessary to resolve the grievance. Within five (5) working days of the receipt of the written grievance, the Department Head shall then conduct a meeting with the employee, the supervisor, and any other relevant persons concerning the grievance. The Department Head shall give the employee a written decision on the grievance within two (2) working days of the meeting.

With regard to all informal grievances, the decision of the Department Head will be final.

Date written grievance to employee's Department Head: _____

Grievant's Signature: _____

Department Head's Signature: _____

Date written response received by Grievant: _____

Grievant's Signature: _____

Department Head's Signature: _____

Step 3: *If the Department Head has not resolved the grievance at Step 2, the employee may forward the written grievance to the Town Manager within three (3) working days of receipt of the Department Head's written decision.*

The Town Manager shall meet with the aggrieved employee within seven (7) working days after the receipt of the grievance. If a resolution of the grievance is not reached at this meeting, the Town Manager shall furnish a copy of his or her decision to the aggrieved employee within five (5) working days after the meeting.

Date Grievant filed grievance with Town Manager: _____

Grievant's Signature: _____

Town Manager's Signature: _____

Date Grievant met with Town Manager to resolve grievance: _____

Grievant's Signature: _____

Town Manager's Signature: _____

Date of written response as to disposition of grievance from the Town Manager to the Grievant: _____

Grievant's Signature: _____

Town Manager's Signature: _____

Step 4: *Within seven (7) days of receiving the Town Manager's response, the grievant shall notify the Town Manager of an intent to proceed to the Grievance Resolution Board.*

Date Grievant notified Town Manager of intent to proceed to the Grievance Resolution Board: _____

Grievant's Signature: _____

Town Manager's Signature: _____

(OR)

Within seven (7) days of receiving the Town Manager's response, the grievant shall notify the Town Manager of an intent to arbitrate the grievance.

Date Grievant notified Town Manager of intent to arbitrate grievance: _____

Grievant's Signature: _____

Union Representative's Signature/Assent to Arbitrate: _____

Town Manager's Signature/Assent to Arbitrate: _____

Date list of five (5) qualified Arbitrators received: _____

Union Representative's Signature: _____

Town Manager's Signature: _____

Date Arbitrator selected from list: _____

Name of Arbitrator selected from list: _____

Union Representative's Signature: _____

Town Manager's Signature: _____