

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WEST PALM BEACH

AND

**FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE, INC.**

Lieutenant Certified Unit No. 1986



October 1, 2024 to September 30, 2027

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ARTICLE 1. PREAMBLE

Section 1.

Consistent with Florida Statutes Chapter 447 and City of West Palm Beach Ordinances Number 1281-75, this Collective Bargaining Agreement is entered into by and between the City of West Palm Beach, a municipal corporation in the state of Florida, hereinafter referred to as the “Employer” or “City” and the Florida State Lodge Fraternal Order of Police, Inc., hereinafter referred to as the “Union” or “FOP”. This Agreement covers employees as defined in Certificate Number 1986 as granted by the Public Employees Relations Commission on October 16, 2020.

Section 2.

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

Section 3.

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

Section 4.

The Union recognizes that the City of West Palm Beach is firmly committed to securing equal employment opportunities and freedom from discrimination for all individuals within West Palm Beach, as set forth in its Equal Employment Opportunity Policy.

ARTICLE 2. RECOGNITION

Section 1.

The City of West Palm Beach recognizes the Florida State Lodge Fraternal Order of Police, Inc. as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2.

The bargaining unit for which this recognition is accorded is as defined in:

Certificate Number 1986 granted by the Public Employees Relations Commission on October 16, 2020, comprised of all sworn officers of the City of West Palm Beach who hold the rank of Lieutenant, excluding Police Lieutenant / Budget Officer, Police Lieutenant / Internal Affairs Officer, and all other employees of the City of West Palm Beach.

ARTICLE 3. DUES DEDUCTION

This Article will be governed by Article 3 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 4. MANAGEMENT RIGHTS

This Article will be governed by Article 4 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 5. UNION BUSINESS

This Article will be governed by Article 5 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 6. BULLETIN BOARDS

This Article will be governed by Article 6 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 7. BARGAINING UNIT IDENTIFICATION

This Article will be governed by Article 7 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 8. POLICE OFFICERS' BILL OF RIGHTS

This Article will be governed by Article 8 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 9. DISCIPLINE AND DUE PROCESS

This Article will be governed by Article 9 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 10. PERSONNEL RECORDS

This Article will be governed by Article 10 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 11. LABOR-MANAGEMENT COMMITTEE

This Article will be governed by Article 11 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 12. SENIORITY

This Article will be governed by Article 12 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 13. PROMOTIONAL PROCESS

Section 1.

- A. Promotion eligibility lists shall remain in effect and may be utilized for promotions for two (2) years from the date of certification. Vacancies which occur prior to the expiration of a promotional eligibility list will be filled from the list existing at the time of the vacancy in accordance with Section 6 of this Article. The promotion shall be made within 30 calendar days of the position becoming vacant.

If the promotion eligibility list is exhausted, and a promotional vacancy occurs, the next certified promotion eligibility list may be activated and utilized prior to January 1st of the following year, so as to not delay filling the promotional vacancy.

- B. The above requirement shall not apply when a promotional position is deleted from the budget, due to fiscal shortages or any City Commission authorized position re-appropriation.

Section 2.

- A. The City shall give a minimum notice of one hundred and twenty (120) days before the scheduled promotional examination date. The notice shall include the examination date, the areas which the examination will cover, and the sources from which the examination is drawn. The examination materials shall reasonably reflect the job duties of the position. The City will provide all such reference material for the use of employees in preparing for the exam. Deadlines for submission of applications shall be thirty (30) calendar days inclusive of any holidays after the posting date.

- B. All promotional tests will be given during the months of April and May in even numbered years. The eligibility list created from this testing process will become effective January 1 of the next odd numbered year and be maintained for two years.

- C. The City and the Union agree that promotional tests shall be given as stated herein unless modified in writing by mutual consent. The City and the Union agree that such consent shall not be unreasonably withheld.

Section 3.

There will be no make-up promotional examinations. However, upon request and if suitable testing arrangements can be made with a state-approved police academy, a military base approved facility before a Commanding Officer or an accredited university, the City will make special testing arrangements to administer tests at the same date and time and under similar testing conditions to candidates who cannot appear at the regular test site due to: 1) City business, 2) approved bereavement leave requiring travel outside Palm Beach County pursuant to Article 14 Section 3 of this Agreement or 3) a health emergency involving the employee's immediate family, as defined in Article 14 Section 4 of this Agreement, requiring travel outside Palm Beach County, or 4) Military Service.

Section 4.

A. Examination Provisions

1. The City agrees to use only job-related promotional examinations.
2.
 - a. The Police Lieutenants' examinations will consist of three (3) portions, a written test, an assessment process, and an oral interview with the Promotional Review Committee. All three (3) portions of the promotional process must be completed to be considered for promotion.
 - b. The candidate must obtain a passing score of seventy 70% in each of the written and the assessment process portions of the examination(s) to be eligible to participate in the oral interview before the Promotional Review Committee. The scores on the written examination and the assessment process will be included as a weighted component in the calculation of final ranking.
3. The City reserves the right to draft and submit an RFP to obtain the services of an outside test preparation vendor approved by the Chief Human Resources Officer or their designee.
4. The written test shall be based on Departmental Policy and Procedure, Florida State Statutes, Florida Legal Guidelines and a leadership and/or supervisory book(s) selected by the Promotional Review Committee.
5. The assessment process consists of scenarios based upon Departmental Policy and Procedure, Florida State Statutes, Florida Legal Guidelines and a leadership and/or supervisory book(s) selected by the Promotional Review Committee.

The assessment process may include one or more of the following exercises:

- an In-Basket
- an in-progress call,
- a Citizen Complaint
- a Subordinate Counseling Scenario,
- a presentation

The specifics of the assessment will be fully detailed in the promotional announcement. The scenarios shall be videotaped and graded by an outside company.

6. The oral interview will be conducted by a panel as defined below and may include a presentation.

The Oral Interview Promotional Review Committee (“OIPRC”) will be selected by the Chief of Police or their designee and will consist of four (4) police representatives and a representative from the Human Resources Department, who serves as the committee’s facilitator.

Members of the OIPRC shall be State of Florida certified police officers holding the rank of Lieutenant or above and currently employed by a law enforcement agency located in the State of Florida. The Chief of Police or their designee will provide a list of the candidate interviewee names to the OIPRC members prior to scheduling interviews in order to determine and eliminate any conflicts of interest. The Chief of Police shall make the final determination as to whether there is a conflict of interest that requires an interviewer’s recusal.

The score on the oral interview will not eliminate candidates, but it will be included as a weighted component in the calculation of final ranking.

B. Selection Process

Successful candidates will be ranked on the eligibility list for Police Lieutenant based on their passing scores in the written examination, assessment, and interview as follows:

Written Exam	30%
Assessment Process	35%
Oral Interview	35%

Seniority and/or FTO and Criminal Investigator assignment points will be added to the above weighted composite score to establish the final rank on the list as follows:

1. One-fourth of a point ($\frac{1}{4}$ or 0.25) for every twelve (12) months of uninterrupted City service as a Police Officer up to a maximum of five (5) points. With no exceptions, seniority points shall be given based on the applicant’s seniority as of December 31st, in the year that the test is to be given.
2. One-fourth of a point ($\frac{1}{4}$ or 0.25) for every twelve (12) months of service the candidate served in either or a combination of FTO and/or Criminal Investigator in Criminal Investigations Division (CID), Special Investigations Division (SID), Traffic Homicide Investigations (THI) up to a maximum of two (2) points total. There must not be an interruption in service between the assignments of more than twelve (12) months for the individual assignments to be counted towards points in this section.

For purposes of qualifying for points under this section, Criminal Investigator is defined as an officer that is assigned to either the Criminal Investigations Division (CID), Special Investigations Division (SID), Traffic Homicide Investigations (THI) and/or who has the working job title of Criminal Investigator assigned to the Office of the Chief of Police.

For purposes of awarding these points, similar duties which may be performed by officers but do not fall within the definition of “detective” or “criminal investigator” as defined in this section shall not qualify for these points.

3. All documentation to receive education, FTO or Criminal Investigator points must be submitted prior to the close of the application process for the intended position. It is the responsibility of the officer to prove the time served in the position or education. No points shall be awarded under any circumstances based on expected time served within a role.

Educational points will be added to the above weighted composite score to establish the final rank on the list as follows:

One (1) point for an Associate’s Degree

Two (2) points for a Bachelor’s Degree

Three (3) points for a Master’s or other Graduate Degree

The points are not cumulative and only one (1) educational degree may be converted into promotional test points. With no exceptions educational points shall be given based on the degrees the applicant has already earned and been conferred as of the closing date of the promotional applications. To receive educational points the applicant must be able to prove the degree was conferred by the application closing deadline. No educational points shall be awarded under any circumstances based on expected graduation dates or similar projections.

Section 5.

The City agrees that a Union representative who is not a participating candidate for the promotional position, designated in writing by the Union President, shall be permitted to sit in as an observer at promotional board hearings process affecting members of the bargaining unit. Said representative, however, shall not be permitted to take part in any discussion, recommendation, or vote regarding the promotion of any individual within the bargaining unit.

Section 6.

All promotions made from the bargaining unit shall be made by utilizing a rule of five (5), i.e., each promotion must be made from among the then current top five (5) persons on the promotional eligibility list who have not been suspended within the two (2) year period prior to the date of the promotion for five (5) days or more for any one (1) incident, or a total of seven (7) days or more. No person shall be passed over for a promotion by selecting a lower ranked employee on more than four (4) occasions. The City can delay a promotion with respect to any person who is the subject of an active investigation by any law enforcement agency.

Section 7. Police Lieutenant

No employee will be admitted to an examination for the promotion to Police Lieutenant until they have at least one (1) year full-time regular (non-probationary) status employment as a City of West Palm Beach Police Sergeant. Applicants must have a Bachelor's Degree from an accredited college or university as of the closing date for the acceptance of applications. If the employee will obtain the one year (1) non-probationary requirement by December 31st, in the year that the test is to be given then the employee will be admitted to sit for the examination.

If an employee does not meet the requirements as outlined in this section but wishes to sit for the Police Lieutenant promotional examination, then that employee must have four (4) years of regular non-probationary status employment as a City of West Palm Beach Sergeant and sixty (60) college credits accepted and approved by an accredited college or university as of the closing date for the acceptance of applications. If the employee will obtain the four (4) year requirement by December 31st in the year that the test is to be given, then the employee will be admitted to sit for the examination.

Section 8. Promotional Postings and Application Process

The City's online recruitment system shall be the sole determining factor as to whether an application is timely filed and thus accepted or rejected.

Applicants must pay close attention to the promotional process requirements under this Article as any applications which are time stamped by the online recruitment system as having been filed after 11:59pm EST will be rejected absent the applicant presenting evidence the online recruitment system was malfunctioning. Only complete applications with all required information, supporting documentation, attachments and certifications filed by the closing application date at 11:59pm EST will be accepted and considered.

Provided the application(s) being reviewed are complete, the City is allowed to review and qualify/accept or disqualify/reject applications received on an ongoing basis, without having to wait until the application posting closes.

The applicant shall have the burden of presenting evidence to the Human Resources Department demonstrating the online recruitment system was malfunctioning and that such malfunction was responsible for the inability of the applicant to timely apply. Simple applicant human error, not understanding how to apply or use the online recruitment system or the applicant's own computer or other technological system malfunction shall not be deemed as a reason to accept a rejected application. The applicant is solely responsible for ensuring their application is complete and meets all the requirements of the posting and for ensuring they have all necessary materials to prepare for the examination. The applicant is solely responsible for contacting the Human Resources Department to request assistance in a timely manner if they need clarification on the requirements, need assistance with the application process or study materials or have issues filing their application.

No exceptions to the processes, deadlines and requirements outlined in this Article shall be made.

ARTICLE 14. LEAVES OF ABSENCE

This Article will be governed by Article 14 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 15. WORKERS' COMPENSATION AND DUTY DISABILITY LEAVE

This Article will be governed by Article 15 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 16 PHYSICAL EXAMINATION

This Article will be governed by Article 16 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 17. ALCOHOL AND SUBSTANCE ABUSE

This Article will be governed by Article 17 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 18. EDUCATIONAL BENEFITS

This Article will be governed by Article 18 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 19. LEGAL BENEFITS

This Article will be governed by Article 19 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 20. RESIGNATION

This Article will be governed by Article 20 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 21. INSURANCE BENEFITS

This Article will be governed by Article 21 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 22. FUNERAL EXPENSES

This Article will be governed by Article 22 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 23. INCENTIVE PAY

Section 1.

The City, during the term of this Agreement, shall continue to participate in the state incentive pay program.

Section 2. Field Training Officer (FTO)

- A. An employee who is assigned by the Chief of Police to serve as a FTO Lieutenant shall receive incentive pay in the amount of five (5%) percent of their base rate of pay.
- B. FTO incentive pay ceases when the FTO assignment ends or the officer no longer performs the FTO duty, whichever occurs sooner. Examples of the assignment ending include, but may not be limited to, the Lieutenant taking another assignment outside the patrol division or receiving a promotion.

Section 3. Training Lieutenant

- A. A Lieutenant who is assigned by the Chief of Police to serve as a Training Lieutenant shall receive incentive pay in the amount of five (5%) percent of their base rate of pay. The Lieutenant must have completed their one-year probationary period to be eligible for this incentive.
- B. Training Lieutenant incentive pay ceases when the Training Lieutenant assignment ends or the officer no longer performs the Training Lieutenant duty, whichever occurs sooner. Examples of the assignment ending include, but may not be limited to, the Lieutenant taking another assignment outside the staff services division or receiving a promotion.

Section 4. Criminal Investigator

- A. A Lieutenant who is assigned by the Chief of Police to serve as a Criminal Investigative Lieutenant shall receive annual incentive pay in the amount of one thousand four hundred and thirty dollars (\$1,430.00), paid in the amount of fifty-five dollars (\$55.00) per pay period. Criminal Investigative Lieutenants include those members assigned to CID, SID, THI, and those who perform special investigations who are assigned to the office of the Chief.
- B. Criminal Investigative Lieutenant annual incentive pay ceases when the Criminal Investigative Lieutenant assignment ends or the officer no longer performs the Criminal Investigator duty, whichever occurs sooner. Examples of the assignment ending include, but may not be limited to, the Lieutenant taking another assignment outside the division or receiving a promotion. Laterals between investigative units.

Section 5. Internal Investigation Lieutenant

- A. A Lieutenant who is assigned by the Chief of Police to serve as an Internal Investigation Lieutenant shall receive incentive pay in the amount of five (5%) percent of their base rate of pay.

ARTICLE 24. HAZARDOUS DUTY BENEFIT

Specialized Units

- A. A Lieutenant assigned to SWAT, Bomb, EFF, Dive, HNT, and Honor Guard, after completion of a probationary period and the unit's certification process and while so assigned, shall receive an annual stipend of one thousand four hundred and thirty dollars (\$1,430.00), paid in the amount of fifty-five dollars (\$55.00) per pay period.
- B. Lieutenants must have completed their probationary period and the unit's certification process to receive incentive, if applicable.
- C. Incentive shall only be received during the time they are assigned to an above noted specialized unit.
- D. A Lieutenant will be permitted to receive only one (1) specialized unit incentive regardless of the number of specialized units they serve in.

ARTICLE 25. UNIFORMS AND EQUIPMENT

This Article will be governed by Article 25 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 26. WORKWEEK AND OVERTIME

This Article will be governed by Article 26 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 27. SECONDARY EMPLOYMENT

This Article will be governed by Article 27 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 28. HOLIDAYS

This Article will be governed by Article 28 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 29. PENSION PLAN

This Article will be governed by Article 29 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 30. SALARY PLAN

Section 1: Salary plan

- A. In Fiscal Year 2024-2025 employees in the Police Lieutenant job classification hired on or before September 30, 2024, shall receive a market adjustment pay increase of 17% effective on the first full pay period on or after October 1, 2024.
- B. In Fiscal Year 2025-2026 employees in the Police Lieutenant job classification, shall receive a Cost-of-Living increase (COLA) of 3%, effective on the first full pay period on or after October 1, 2025.
- C. In Fiscal Year 2026-2027 employees in the Police Lieutenant job classification, shall receive a Cost-of-Living increase (COLA) of 3%, effective on the first full pay period on or after October 1, 2026.

Market adjustments and COLAs provided under this Agreement shall be in addition to any step pay increase the employee may also be entitled to, provided they will not exceed the maximum of the top of step of this job classification.

- D. The step plan for the Police Lieutenant job classification will be adjusted by 17% in Fiscal Year 2024-2025 and by 3% in Fiscal Year 2025-2026 and 3% in Fiscal Year 2026-2027.
- E. The salary step plan governing the classification covered by this Agreement and the corresponding effective dates have been attached to this Agreement as "Appendix A" and are hereby incorporated into this Agreement.
- F. All employees shall remain in the same step they were in prior to this Agreement taking effect on October 1, 2024, and shall not advance to the next step in the job classification's step plan until their anniversary date.

For Example: A Police Lieutenant whose anniversary date falls on November 1st, and who prior to the effective date of this Agreement was in Step 3 of the Step Plan shall remain in Step 3 after the effective date of this Agreement and will not advance to Step 4 until November 1, 2024.

Section 2: Step Progression

- A. No step increase shall be paid if an employee's performance review shows below standard performance. If the performance review report has not been completed by the employee's review date, the employee will receive the step increase as if they had received a satisfactory performance review report. If a below standard performance review rating is earned by the employee but is not reported to the employee until after the review date, the employee will revert to the previous step effective the date of the

performance review report. The employee shall remain at the reduced salary until satisfactory performance is attained.

- B. An employee who demonstrates less than satisfactory performance shall be placed on a ninety (90) day plan for improvement. Failure to achieve acceptable progress shall be met with discipline up to and including termination of employment. An employee who demonstrates acceptable progress may be granted an additional ninety (90) days in which to demonstrate satisfactory performance. A step increase shall not be granted until an employee meets all standards for performance.
- C. No employee's base rate of pay shall exceed the maximum base rate of pay established for this classification.
- D. Any change of pay status, for example, promotion, annual step increase, shall be effective at the beginning of the first payroll period subsequent to the date of the change.

Section 3: Promotions

A. Pay Increase Upon Promotion

An employee promoted to a higher rank shall receive effective at the beginning of the payroll period subsequent to such promotion, a five (5%) percent increase in base rate of pay or the minimum base rate of pay for the position, whichever is greater. Step increases which would have occurred within thirty (30) days following the date of promotion shall also be granted.

B. Promotional Probationary Period

The promotional probationary period shall be one (1) year. Effective at the beginning of the payroll period subsequent to successful completion of six (6) months of work at the higher rank, such employee shall move to the next pay step but shall retain probationary status. Future step increases shall be at one (1) year intervals thereafter, contingent upon satisfactory performance reviews.

C. Rejection of Promotional Probation

If at the end of six (6) months of promotional probation, an employee's performance in the higher rank is deemed by the Chief of Police or their designee to be deficient, the employee shall be given a written report detailing where improvement is needed using, wherever possible, specific examples of deficiencies. If sufficient improvement is not shown during the remainder of the promotional probationary period, the employee shall be returned to their previous rank and their salary will be reduced by five (5%) percent step that the employee held prior to promotion plus any step increase the employee would have received absent the promotion.

Section 4: Longevity Benefits

Only employees who were grandfathered into receiving longevity benefits provided under prior Collective Bargaining Agreements shall continue to receive the longevity benefits they were receiving prior to this Agreement taking effect. Notwithstanding anything in this agreement to the contrary any Longevity benefits provided by the City to grandfathered employees shall be applicable and paid out only on hours worked by the employee and shall not be applicable to any type of accrued leave balance, lump sum payments or any other type of final payout which the employee may receive upon separation from employment with the City.

Section 5: Errors in Pay

A pay error shall be reported to the Police Department Administrative Services Coordinator by the employee as soon as possible. The Department Administrative Services Coordinator shall recommend to the Chief of Police an appropriate pay adjustment. The Chief of Police shall forward an appropriate pay adjustment recommendation to the Chief Human Resources Officer. Any undisputed pay error shall be corrected within thirty (30) days' notice to the Chief Human Resources Officer by the Chief of Police. Correction shall take effect retroactively up to two years retroactive from the date correction is made. In no case shall the City be obligated to pay retroactive salary corrections for more than two (2) years. Nothing in this Section, however, shall preclude the City from making longer retroactive corrections, should the City deem in its sole discretion, that it is proper to do so. Nothing in this Section precludes the City from making any necessary pay corrections which it may find are appropriate independent of the Police Department reporting them.

Nothing herein shall alter or abridge management's right to determine the methods, means and personnel by which City operations are to be conducted.

ARTICLE 31. PROHIBITION OF STRIKES

This Article will be governed by Article 31 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 32. SAVINGS CLAUSE

This Article will be governed by Article 32 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 33. MAINTENANCE OF CONDITIONS

This Article will be governed by Article 33 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 34. GRIEVANCE AND ARBITRATION PROCEDURE

This Article will be governed by Article 34 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.

ARTICLE 35. EXTRA DUTY DETAIL

This Article will be governed by Article 35 of the Collective Bargaining Agreement between the City of West Palm Beach and FOP, PERC Certification 1985.






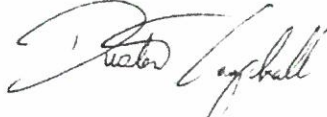

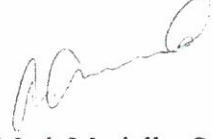
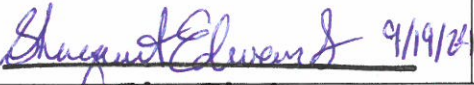

ARTICLE 36. DURATION OF AGREEMENT**Section 1.**

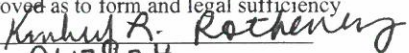
Except as otherwise provided herein, this agreement shall be effective October 1, 2024, subject to ratification by the Union and final approval by the City Commission of the City of West Palm Beach and shall continue in full force and effect until its expiration date on September 30, 2027.

Section 2.

Negotiations for a successor Agreement shall commence on or about March 1, 2027, or earlier if mutually agreed to by the parties.

IN WITNESS WHEREOF, the parties have executed and caused this agreement to be signed by their duly authorized representatives as set forth below.

<p>FOR THE CITY OF WEST PALM BEACH</p>	<p>FOR THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC., WEST PALM BEACH LODGE NO. 2</p>
<p> Keith A. James Mayor Date: 9/19/2024</p>	<p> Vincent Castiglia Florida State Lodge FOP Date: 08/22/24</p>
<p> Faye W. Johnson MPA City Administrator, ICMA-CM Date: 9/17/2024</p>	<p> Adam Myers, President CWPB-FOP Lodge No. 2 Date: 08/22/24</p>
<p> Jose Luis Rodriguez Assistant City Administrator Date: 9.17.24</p>	<p> Dusten Campbell, 2nd Vice President CWPB FOP Lodge No.2 Date 08/22/24</p>
<p> Renee Govig Chief Human Resources Officer Date: 9/17/24</p>	<p> Mark Moriello, Sergeant At Arms CWPB FOP Lodge No.2 Date: 08/22/24</p>
<p>Attest:  City Clerk Date: 9/19/24</p>	<p> Ariel Munoz, Chaplain CWPB FOP Lodge No.2 Date: 08/22/24</p>

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: 
Date: 9/17/24

APPENDIX A

STEP PLAN – EFFECTIVE OCTOBER 1, 2024 (FY2024-2025)

POLICE LIEUTENANT				
	Step 1	Step 2	Step 3	Step 4
Hourly	63.64068	66.82271	70.16385	73.67204
Annualized	132,372.61	138,991.24	145,940.80	153,237.84

STEP PLAN – EFFECTIVE OCTOBER 1, 2025 (FY2025-2026)

POLICE LIEUTENANT				
	Step 1	Step 2	Step 3	Step 4
Hourly	65.54988	68.82737	72.26874	75.88218
Annualized	136,343.75	143,160.93	150,318.98	157,834.93

STEP PLAN – EFFECTIVE OCTOBER 1, 2026 (FY2026-2027)

POLICE LIEUTENANT				
	Step 1	Step 2	Step 3	Step 4
Hourly	67.51637	70.89219	74.4368	78.15864
Annualized	140,434.06	147,455.76	154,828.55	162,569.98