RESOLUTION NO. 2019-37

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION; A COPY OF THE COLLECTIVE BARGAINING AGREEMENT IS ATTACHED AS COMPOSITE AS EXHIBIT “A”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the Town to ratify the Collective Bargaining Agreement between the Town of Hillsboro Beach and the Broward Police Benevolent Association;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby ratifies the Collective Bargaining Agreement between the Town of Hillsboro Beach and Broward Police Benevolent Association; a copy of the Agreement is attached as composite Exhibit “A”.

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.
ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this 10th day of September 2019.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

RECORD OF TOWN COMMISSION VOTE:

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<th>NAME</th>
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF HILLSBORO BEACH, FLORIDA

AND

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION

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ARTICLE 1  

PREAMBLE

1.1 In accordance with the State of Florida Public Employees Collective Bargaining Statute and the laws of the Town of Hillsboro Beach, this Agreement is entered into by and between the Town of Hillsboro Beach, Florida, a municipal corporation in the State of Florida, hereinafter called the "Employer" or "Town" and the Broward County Police Benevolent Association, hereinafter referred to as the "PBA" or "Association". This labor agreement is applicable for employees as defined in Certificate Number 1605 issued to the PBA in accordance with the Certificate granted by the Public Employees Relations Commission on July 7, 2006.

1.2 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 basis and entire agreement between the parties in the determination of wages, hours and terms and conditions of employment.

1.3 The parties recognized 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,
ARTICLE 2 RECOGNITION

2.1 The Town of Hillsboro Beach hereby recognizes the Broward County Police Benevolent Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.

2.2 The bargaining unit for which this recognition is accorded is as defined in Certificate Number 1605 granted by the Public Employees Relations Commission (PERC) on July 7, 2006. The bargaining unit was defined in PERC Order No. 06E-100 issued May 9, 2006 and is comprised of all full-time and probationary personnel in the classifications of:

Police Officer
Police Sergeant
Police Officer-Dispatcher
Dispatcher

2.3 The following terms have the following meaning:

All reference to Town means the Town of Hillsboro Beach.
Reference to day means calendar day when it is used to measure the time in which an act must occur. Day, as used in reference to the accrual or use of a benefit (such as sick leave, holiday leave or vacation leave) means: one shift, as assigned.
All reference to member(s) means dues paying bargaining unit member(s).
All reference to employee(s) means bargaining unit member(s) regardless of dues paying status.
All reference to “contract term” or “term of agreement” means from date of ratification of the agreement until September 30, 2022.
All reference to “he” or “she” are intended to be gender neutral.
All references to “Union” mean the PBA.
ARTICLE 3 NON DISCRIMINATION

3.1 The Town will not discriminate against any employee covered by this Agreement because of membership or non-membership in the PBA.

3.2 The PBA will not discriminate against employees covered by this agreement as to membership, non-membership, or representation with regard to terms and conditions of membership because of race, color, creed, sex, age, sexual orientation or national origin.

3.3 It is the responsibility of every bargaining unit employee to notify in writing the Chief of Police if the bargaining unit employee becomes aware of discrimination of any type.

3.4 Allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.
ARTICLE 4 MANAGEMENT RIGHTS

4.1 The PBA and its members recognize and agree that the Town has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, unless otherwise provided in this contract, the Town specifically, but not by way of limitation, reserves the sole and exclusive right to:

a. Exercise control to manage, direct and supervise all employees of the Town;

b. Decide the scope of service to be performed and the method of service;

c. Hire and/or otherwise determine the criteria and standards of selection for employment;

d. Fire, demote, suspend, or otherwise discipline employees pursuant to Article 17 of this Agreement;

e. Promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit; and, to determine the number and types of positions as well as the number and types of position in each grade, step or designation in any pay plan which is or may be developed by the Town;

f. Transfer employees from location to location from time-to time;

g. Lay off and/or relieve employees from duty due to lack of work as determined by the Town;

h. Rehire employees;

i. Determine the allocation and content of job classifications; and, determine all training parameters for all Town positions, including the extent and frequency of training;

j. Formulate and/or amend job descriptions;

k. Merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the Town, good business judgment makes such curtailment or discontinuance advisable;

l. Contract and/or subcontract any existing or future bargaining unit work;

m. Expand, reduce, alter, combine, assign or cease any job;

n. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

o. Control the use of equipment and property of the Town;

p. Determine the number, location and operation of all departments and divisions thereof;
q. Schedule and assign the work to the employees and determine the size and composition of the work force;

r. Set procedures and standards to evaluate Town employees job performances;

s. Determine the services to be provided to the public and the maintenance procedures, materials, facilities and equipment to be used; and, to introduce new or improved services, maintenance procedures materials, facilities and equipment;

t. Take whatever action may be necessary to carry out the mission and responsibility of the Town in unusual and/or emergency situations;

u. Formulate, amend, revise and implement Town and departmental policies, rules, regulations and directives;

v. Require employees to observe Town and departmental policies, rules, regulations and directives;

w. Establish, amend, revise and implement any programs and/or procedures; and, to determine the structure and organization of Town Government, including the right to supervise, subcontract, expand, consolidate, or merge any department or service; and, to alter, combine eliminate or reduce the structure of any Town department;

x. Maintain the efficiency of the operations of all departments of the Town and have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

4.2 The above rights of the Town are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Town. Any of the rights, powers, and authority that the Town had prior to entering into this collective bargaining agreement are retained by the Town, except as specifically abridged, delegated, granted or modified by this Agreement, so long as the exercise of those rights does not impact the terms and conditions of employment.

4.3 If the Town fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Town's right to exercise any or all of such functions.
ARTICLE 5- RESERVED
ARTICLE 6    DUES DEDUCTION

6.1 The PBA will provide the Town is a current schedule of PBA dues. Any member of the PBA, who has submitted a properly executed dues deduction card or statement to the Town in accordance with a format prescribed or approved by the Town may, by request in writing, have his membership dues in the PBA deducted from his wages monthly. Dues shall be transmitted to the PBA within thirty (30) days after each monthly deduction. The exact dollar amount to be deducted from each employee’s salary shall be provided by the PBA to the Town. However, the Town shall have no responsibility or any liability for any monies once sent to the PBA nor shall the Town have any responsibility or any liability for improper deduction of dues. The PBA shall indemnify the Town and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the Town to comply or attempt to comply with the provisions of this Article.

6.2 It shall be responsibility of the PBA to notify the Town of any change in the amount of dues to be deducted at least (30) days in advance of said change. Under no circumstances shall the Town be required to deduct PBA fines, penalties or assessments from wages of any member.

Employees may withdraw their authorization of dues deduction by submitting a written notice to the Town and the Union.
ARTICLE 7  P.B.A. BUSINESS

7.1 Union representatives will be granted paid leave to engage in representation activities on behalf of the Union or any member as follows:

A. Engaging in collective bargaining with the representatives of the TOWN.

B. Processing of grievances.

C. Accompany a fellow employee when:

1. The employee is required to appear at a hearing related to a grievance.
2. The employee is presenting or responding to a grievance.
3. The employee is subject to interrogation in conjunction with an internal affairs investigation.
4. The employee is attending a pre-determination hearing.

7.2 The TOWN may suspend the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the TOWN'S part shall not be arbitrary or capricious, nor shall it allow the TOWN to proceed in a manner which deprives the employee of his or her right of representation.

7.3 A UNION representative shall be permitted leave to attend functions of the Union, provided that such leave shall be at no cost (including the incurring of overtime expenses) to the TOWN and representative uses accrued vacation leave.

7.4 No employee shall engage in Union business while on duty except as referenced in Section 7.1.

7.5 A PBA representative may be granted time off, so long as it does not interfere with manpower needs, and paid from a pool of time donated as follows: Each employee in the bargaining unit may donate, once annually during the first week of January of each year, a portion of his/her vacation leaves to Union time pool.
ARTICLE 8  WORK IN OTHER CLASSIFICATIONS

8.1 All work in a higher classification shall be at the employee's regular rate of pay, but the time worked in other classifications will be considered as a factor when an employee is considered for promotional advancement.
ARTICLE 9  PROBATION

9.1  All newly hired employees shall serve a probationary period of 365 days. An employee may be terminated without a statement of cause during his/her probationary period and the termination is not subject to grievance or appeal.

9.2  All promoted employees shall serve a probationary period of 365 days. An employee may be returned to the position from which he/she was promoted during his/her probationary period with a statement of cause and the return is not subject to grievance or appeal.

9.3  Any employee returned to a former position after a failed probationary period will maintain all seniority and benefits as if he/she was not promoted.
ARTICLE 10   BULLETIN BOARDS

10.1 The Town will furnish the PBA with bulletin board space in the Police Department for the exclusive use of the PBA. It shall be the responsibility of the PBA to keep any bulletin board in a neat and orderly fashion. Failure to do so may result in the Town removing the bulletin board.

10.2 The PBA shall utilize the bulletin board provided for in Section 10.1, above, only to post the following:

A. Notices of union elections and union election results.
B. Copies of the union’s constitution and bylaws and amendments thereto.
C. Notices of recreational and social affairs of the union.
D. Copy of this Agreement.
E. Notices of dues increases,
F. Notices of death or illness of local union officials.

10.3 Under no circumstances shall the PBA or its representatives or members post any material of a political nature, material disparaging or demeaning the Town or any of its elected or appointed officials or employees.

10.4 PBA will hold the Town harmless from all claims or action arising from harassment, discrimination or defamation claims arising from materials posted on the PBA bulletin board.
ARTICLE 11   SENIORITY

11.1 Seniority shall consist of continuous accumulated paid service with the Town of Hillsboro Beach Police Department. Seniority shall be utilized for the following purposes of selection of vacations for each calendar year.

11.2 Vacation selection shall be drawn by employees on a basis of seniority preference; provided, however, that the Town shall retain the right to disregard seniority preference in the event that it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any given vacation period.

11.3 Nothing contained herein shall be interpreted as restricting the Town’s right to cancel all vacations during any given period in the event of disaster or emergency.

11.4 The following seniority rights apply in the event of layoff and recall:

In the event of reduction of the workforce, the Chief of Police, with approval of the Town Manager, will establish a layoff list which takes into consideration which officers should be retained taking into account each officer’s seniority, experience, performance, and disciplinary record. The objective of the retention list is to maintain the best level of law enforcement services notwithstanding the reduction in the work force.

On request by an employee who is on the layoff list but who has greater seniority than another employee who is being retained, the Police Chief shall provide a written explanation to the employee with greater seniority why that employee is not being retained.

11.5 In computing seniority, credit shall be given for all classified service in the police department, except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break, unless an arbitrator rules otherwise.
ARTICLE 12    GENERAL ORDERS

12.1 Each member of the Bargaining Unit has been provided with a copy of (or electronic access to) the current Departmental General Orders. Any new or revised Departmental General Orders shall be distributed to members as soon as practical after they are formally adopted.

12.2 The Town will also provide a copy of any new or revised Departmental General Orders when formally adopted, to the Broward County Police Benevolent Association, no less than thirty (30) days prior to implementation. The PBA, in its discretion, may, within 20 days of notice of the new rule or regulation, make a written request to the Town for bargaining over any General Order that affects wages, benefits or conditions of employment. The Town and the PBA shall thereafter expedite bargaining, but bargaining shall not delay implementation of the new rule or regulation.

12.3 In the event that any General Order, policy or procedure conflicts with this Agreement, the language in this Agreement shall control.
ARTICLE 13    LEGAL SERVICES

13.1 Legal actions against an employee shall be handled pursuant to s. 111.065. Florida Statutes.)
ARTICLE 14  SPECIAL DETAILS

14.1 A special detail is defined as an assignment to perform law enforcement duties when the time of the assigned activity is not within the employee’s normal work period. All special details require prior written approval by the Chief of Police or his designee. All hours worked for a special detail assignment constitute hours worked for overtime purposes. Since special details occur rarely, shift schedules can be modified to accommodate the special detail. When an officer works a special detail, the officer’s work schedule in the same work cycle may be flexed to reduce or eliminate overtime pay.
ARTICLE 15  OFF DUTY DETAILS

15.1  An off-duty detail is work performed by an employee for a third party employer and not for the Town. All off duty details require prior written approval by the Chief of Police or his designee. No employee may work an off-duty detail until the third party employer executes and delivers to the Town a Request For Off Duty Detail Agreement, in the form approved by the Town.

15.2  The rate of pay for off duty details is $50.00 per hour (plus an additional $10.00 per hour on holidays) payable to the officer plus an hourly rate charge payable to the Town if a Town vehicle is used. The hourly rate for the officer may be modified by the PBA with the consent of the Chief of Police. Payment for off-duty details shall be made directly from the third party employer to the officer working the detail for distribution to the employees. The Town is not responsible for billing or collection of the off duty detail fee. Compensation earned by the officer is not pensionable nor is it to be treated for the purpose of determining an officer’s regular rate of pay for overtime purposes.

15.3  Each employee working an off duty detail is deemed to be an independent contractor during the detail and as such shall not be covered by Town for benefits afforded to on duty police officers, unless the employee is required to respond to take police action. However, employees on off duty details shall be permitted to utilize a police uniform, radio and vehicle. Vehicle use is subject to Department Policy.

15.4  Details shall be assigned only to those employees who are off-duty and no employee shall accept any off duty detail when it interferes with his/her normal working hours.

15.5  Each employee, while working off duty details shall adhere to all policies, General Orders of the Town Police Department and the FDLE code of ethics. Any misconduct or breach of policies, General Orders will be handled through the Department the same as any on duty activity.

15.6  Any employee who is on sick leave, workers’ compensation or limited to light duty work shall not work any off duty detail during that period.

15.7  Any employee on leave due to disciplinary matters shall not work off duty jobs during the period of that suspension or removal from active duty.
ARTICLE 16  EDUCATION

16.1 Upon successful completion of the course, the Town shall pay the cost of tuition based on State established tuition rates at a local, accredited junior college, community college or university provided said courses are job related and provided the member is approved to attend by the Chief of Police and Town Manager. Denial of a request is not grievable.

16.2 When feasible, the Town shall arrange the working schedules of members attending advance schools and college courses so that there shall be a minimum of interruption of their studies.

16.3 Under no circumstances shall the pursuit of a college education be allowed to interfere with an employee’s duties or the efficient operation of the Police Department.

16.4 The Town has the right not to approve any educational course requested by a member if found not to be job related.

16.5 The Town agrees to pay for all course required textbooks related to police work as approved by the Chief of Police and Town Manager, purchased by members while attending accredited college courses and pursuing a degree program in law enforcement or administration of criminal justice.

16.6 At the completion of a class, course or seminar, the member shall submit their overall grade for the seminar, class or course, and the Town shall pay for the course in the following percentages:

   A or its equivalent - the Town will pay 100%
   B or its equivalent - the Town will pay 80%
   C or its equivalent - the Town will pay 70%
   D or its equivalent - the Town will pay 0%
   Inc/F or its equivalent - Town will pay 0%

16.7 Should the educational institution offer a pass/fail grading system which may be elected at the student’s option, the Town shall pay 75% for a pass and 0% for a fail. Should the educational institution's grading method by only a pass/fail system, the Town shall pay 100% for a pass and 0% for a fail.

16.8 The foregoing education incentive benefit shall be subject to annual appropriations by the Town Commission. Total annual benefits will be capped by the amount of funds appropriated by the Town Commission. Reimbursement will be made on a first come first serve basis until the funds are expended.

16.9 An employee who separates from service within three years of receiving reimbursement from the Town will be required to fully reimburse the Town for any educational reimbursements the employee received from the Town.
ARTICLE 17  PERSONNEL RECORDS

17.1 No discipline shall be considered imposed until it is reduced to writing and a copy delivered to the employee. Employees covered by this Agreement shall be provided a copy of any disciplinary action received from the Town, which is memorialized in writing. An employee receiving a copy of disciplinary action from the Town may, within five (5) days of the issuance of such documents, file a written response thereto. At the employee’s request, any such written response shall be included in the employee’s official personnel file. Employee counseling shall be documented and a copy provided to the employee. A counseling is not discipline, but may be used to demonstrate that an employee was put on notice that his/her conduct was not consistent with departmental policy or protocol.

17.2 An employee shall have the right to inspect his personnel file. Said employee will have the right to make copies of their official personnel file for their use. No records shall be withheld from an employee’s inspection, unless disclosure is prohibited by law.

17.3 Any record which reports or reflects on officer conduct or performance shall be provided to the officer in conjunction with the document being placed in the employee’s personnel file.
ARTICLE 18  DISCIPLINARY ACTION

18.1 No discipline shall be taken against any bargaining unit employee without just cause.

18.2 No discipline shall be taken against any bargaining unit employee unless such employee and the PBA are notified of the action and the reason or reasons therefore prior to the effective date of such action.

18.3 The Town will apply the principles of progressive discipline when considering and imposing discipline. Progressive discipline does not apply to discipline arising from any act by an employee which constitutes a crime or in cases of sexual harassment or in cases of discrimination.

18.4 The Town will develop and implement guidelines for disciplinary action. The guidelines will contain guidelines for discipline for violations and repeat violations.

18.5 When an evaluation statement or record of discipline has been placed in an employee’s personnel folder the employee shall be given a copy.

18.6 An employee, at the employee’s discretion, shall have the right to Union representation in disciplinary actions.

18.7 The Town shall follow the disciplinary procedures set forth in the Department General Orders provided no right provided for by the Florida Law Enforcement Officer Bill of Rights is violated.
ARTICLE 19    GRIEVANCE & ARBITRATION PROCEDURE

19.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. The following rule applies to all employees: Obey first, grieve later.

19.2 A grievance is defined as a dispute involving the interpretation or application of the collective bargaining agreement. Appeals of disciplinary action are not grievances, but shall be processed as set forth in the following Article and this Article when applicable. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may only be filed by the Union on behalf of a member. The Union is under no obligation to process a grievance for an employee who is not a member of the Union. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The Town need not entertain or process under this Article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

19.3 Grievances/Arbitrations will be processed in the following manner and strictly in accordance with the following stated time limits. For the purpose of this article only, “day” means Monday through Friday, excluding Saturdays, Sundays and Holidays. Failure by the Major, Chief or the Manager to respond in a timely manner constitutes denial of the grievance at their respective step and the employee’s deadlines for advancing the grievance further starts on that day.

GRIEVANCE PHASE:

Step 1A  An aggrieved employee shall present the grievance, in writing, to the Major, within ten (10) days of the act or omission which gave rise to the grievance. The Major (or receiving agent) will sign and date the written grievance to acknowledge receipt.

Step 1B  The Major shall, within ten (10) days of receipt of the written grievance, conduct a meeting with the Union.

Step 1C  The Major shall notify the employee in writing of the decision not later than ten (10) days following the meeting date.

If the grievance is not fully and conclusively resolved at Step 1, and the employee desires further review:

Step 2A  The employee within seven (7) calendar days of receipt of the answer (or the expiration of the Major’s time to respond) provided in Step 1, may forward the written grievance to the Chief. The Chief (or receiving agent) will sign and date the written grievance to acknowledge receipt.
Step 2B  The Chief shall hold a meeting with the Union regarding the grievance.

Step 2C  The Chief shall notify the grievant and the Union of his decision within five (5) calendar days following the meeting.

**If the grievance is not fully and conclusively resolved at Step 2 and the employee desires further review:**

Step 3A  The employee, within seven (7) calendar days of receipt of the answer provided in Step 2, may forward the written grievance to the Town Manager. The Town Manager (or receiving agent) will sign and date the written grievance to acknowledge receipt.

Step 3B  The Manager will hold a meeting with the employee regarding the grievance.

Step 3C  The Manager shall notify the grievant and the Union of his decision within seven (7) calendar days following the meeting.

**If the grievance is not fully and conclusively resolved at Step 3 and the employee desires further review:**

**ARBITRATION PHASE:**

Only the Union may advance a grievance to arbitration on behalf of one of its members.

If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the Town Manager’s decision, may request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. Provided the grievance is subject to arbitration, once a list is received, the Union and then the Town will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. The Union will strike first.

As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties. The decision of the arbitrator will be served upon the Town and the Union in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the close of hearing.

The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid equally by the parties. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

The power and authority of the arbitrator shall be strictly limited to an interpretation of the express terms of this agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this agreement to the Town or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.

No decision of any arbitrator or of the Town in one case shall create a basis for retroactive adjustment in any other case.
All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the Town, less any unemployment compensation or compensation from other sources that the employee did receive during the period for which the back pay was awarded. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of ten (10) calendar days prior to the date of the filing of the grievance at Step 1.

The decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

19.4 Timely adherence to the deadlines stated above are controlling. The employee’s or the Union’s failure to meet a deadline constitutes withdrawal of the dispute from the grievance/arbitration process. Untimeliness is not a defense but a jurisdiction a bar. The Town is under no duty to participate in request for arbitration if an employee has not timely advanced a grievance or if the Union’s request for arbitration is untimely. The Town has not agreed to arbitrate an untimely grievance or request for arbitration.

19.5 A time limit at any stage of the grievance procedure may be extended prior to its deadline by written mutual agreement of the Union and the Town Commission. No extension of time shall be inferred by any conduct or verbal exchange between the parties.

19.6 All grievances shall be dated and signed by the employee and the Union representative. Any decision rendered shall be in writing and shall be dated and signed by the Town’s representative at that step.

19.7 In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

(1) a statement of the grievance and facts upon which it is based;
(2) the section or sections of this agreement claimed to have been violated;
(3) the remedy or correction requested.

19.8 All grievance hearings will be conducted during normal business hours.

19.9 Class grievance may be brought by the Union when more than one employee is affected by the Town’s interpretation or application of this Agreement. Class grievances will start at Step 2A. A class grievance must specifically name all employees for who relief is sought, and may not be amended after submission to to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit it may describe the unit generally.

19.10 In all cases requiring the Union to timely present or advance a grievance to a designated Town official, hand delivery during the hours of 8:30 am. until 4:30 p.m., Monday through Friday to the office
of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service.

19.11 Where the last day for such presentation or advancement falls on a Saturday, a Sunday or a holiday expressly recognized as such under this agreement, presentation or advancement shall be considered timely if made on the next business day following such Saturday, Sunday or holiday.
ARTICLE 20   APPEALS OF DISCIPLINARY ACTION

20.1  Appeals of disciplinary action shall be handled as follows:

20.2  Minor discipline: Written reprimands and suspensions with pay, suspensions without pay of 3 days or less and temporary (less than 30 days) demotions.

20.3  When an employee has received a written counseling, the employee’s appeal is limited to submitting a written rebuttal which shall be attached to the written counseling documents in the employee’s personnel file. The written rebuttal shall be submitted by the employee within ten (10) days of the employee’s receipt of the written counseling.

20.4  All other minor discipline may be appealed to the Town Commission whose decision is final.

20.5  Major discipline: Suspensions without pay greater than 3 days, demotions, and terminations.

20.6  The UNION may file an appeal of major discipline on behalf of its members. Upon receipt of a notice of appeal for all discipline Police Chief shall have ten (10) calendar days to meet with the Union and employee and the employee’s representative; shall review the proposed discipline following consideration of the information provided by the employee and shall advise the UNION that the discipline is either (i) sustained; (ii) reversed; or (iii) modified.

20.7  If the UNION is not satisfied with the Police Chief’s disposition of the appeal the employee may further appeal a discipline to the Town Manager. Upon receipt of a notice of appeal, the Town Manager shall have ten (10) calendar days to review the discipline and to advise the UNION that the discipline is either (i) sustained; (ii) reversed; or (iii) modified.

20.8  If the UNION is not satisfied with the Town Manager’s disposition of the appeal the employee may further appeal a discipline to arbitration using the same procedure for appointment of an arbitrator as set forth in Article 18 above. The procedures for arbitration are as set forth in Article 18. The arbitrator may sustain, reverse or modify the discipline which was set by the Town Commission. The decision of the arbitrator is final and binding on the parties.

20.9  The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid equally by the Town and PBA. Each party shall be exclusively responsible for compensating its own representatives and witnesses. 20.10  No employee shall be subject to discipline of any type without cause. The Town has the burden of proof to establish that discipline is based on just cause. The Union has the burden of proof to establish any defense or mitigation to the discipline.
ARTICLE 21    SEVERABILITY CLAUSE AND PROHIBITION AGAINST REOPENING OF NEGOTIATIONS

21.1 Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal law, or by any decree of a court of competent jurisdiction, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

21.2 Except as specifically provided in this agreement, neither party hereto shall be permitted to reopen or renegotiate this agreement or any part thereof. This agreement contains the entire agreement of the parties on all matters relative to wages, hours, and terms and conditions of employment as well as all other matters which were or could have been negotiated prior to the execution of this agreement.
ARTICLE 22    HOSPITAL MEDICAL/DENTAL

22.1 The Town will pay 100% of the insurance for employees in the Single coverage category.

22.2 The Town will continue to pay 100% dependent health care for employees currently receiving that benefit.

22.3 When any employee changes their coverage to any more costly class of coverage, the Employee will pick up 40% of the cost increase. Example: If an employee currently has “single” coverage and the employee switches to “family” coverage, the employee will pick up $577.62 per month of the $2106.59 monthly cost. ($2106.59-$662.54=$1444.05 X 40%= $557.62).

22.4 Newly hired (following ratification) employees who select coverage other than Single will pay 40% of the premium.

\(^1\) Currently means as of 1/1/2018.
ARTICLE 23      UNPAID LEAVE OF ABSENCE

23.1 An unpaid leave of absence shall not exceed six (6) months and must be approved by the Town Manager.

23.2 Employees covered by this Agreement who are on a Town approved unpaid leave of absence shall retain previously accrued seniority, but shall not continue to accrue additional seniority when on such leave.

23.3 Employees covered by this Agreement who are on a Town approved unpaid leave of absence shall be given the opportunity to continue hospital/medical/dental insurance coverage, at their own expense and at no cost to the Town, subject to the provisions and conditions of the applicable policies.
ARTICLE 24    SICK LEAVE

24.1  Accrual Rate: Each employee will earn 96 hours of sick leave per year, accrued 3.6923 hours per pay period.

24.2  Use: The procedures for reporting and using sick leave are as set forth in the Departments General Orders.

24.3  Cap on accrual: 500 hours

24.4  Time accrued following ratification over 500 hours must be used in the year accrued or will be paid out at 100% of the employee’s base rate of pay at the end of each fiscal year.
ARTICLE 25  COURT TIME

25.1  Any member who is required to appear as a witness as a result of employment with the Town, shall be entitled to the following:

A. Regular pay if called to testify during regularly scheduled work hours.

B. If called to testify outside the employee’s regularly scheduled work hours, the employee will be paid at the overtime rate consistent with current policy with a minimum of three (3) hours.

C. In such cases, the employee will be permitted to keep any witness fee received.

25.2  Any employee subpoenaed to appear as a witness in a case not involving the Town and not directly related to the employee’s personal affairs, (such as performing a civic duty as a witness to a crime or an accident) will be allowed Town time off with pay for this purpose. In such cases, if the employee is on duty, the employee will submit the witness fee received to the Town. If the employee is off duty, all witness fees and travel expenses will be kept by the employee.

25.3  Time off to respond to a subpoena to appear as a witness in a case related to an employee’s personal affairs will be at the employee’s own expense and accrued leave. Such leave shall not be denied.
ARTICLE 26   ANNUAL LEAVE (VACATION)

26.1   Annual Leave (vacation) will be accrued, calculated from date of hire, as follows:

Five days on the employee’s first anniversary of employment;

Ten days on the employee’s second anniversary of employment;

Ten days on all subsequent anniversaries plus one additional day of vacation for each year of employment over two years of employment with a maximum of ten (10) additional days after twelve years of employment (example: an employee accrues 11 days of vacation on the employees 3rd anniversary, 12 day on the employees 4th anniversary, and so on until capped;

After twenty years of service, employees shall receive an additional five days of Vacation.

26.2   Employees may not take vacation during the first year of employment.

26.3   An employee may take vacation using time not yet accrued but that will accrue to the employee in the accrual cycle. An employee who has used un-accrued time will be required to pay it back to the Town if the employee leaves employment before the time is actually accrued. Payback shall be by payroll deduction and direct repayment if the employee’s final paycheck is insufficient to recoup the owed amount.

26.4   If an employee’s scheduled vacation is involuntarily cancelled due to the Town’s needs, occasioned by civil disorder or emergency, the employee shall be permitted to reschedule at a mutually agreeable time.

26.5   An employee who has sustained an injury in the line of duty and who has vacation time previously scheduled which falls within the period of disability shall be entitled to reschedule the vacation time after return to duty. Previously scheduled vacation time falling within a period of disability incurred in the line of duty shall not be forfeited or otherwise expended due to the unforeseeable circumstances of the injury.

26.6   Annual leave shall be selected in three rounds each calendar year, as follows:

Bargaining unit employees shall select, by seniority, vacation from available dates on the department’s master vacation calendar for the next calendar year, in no less than 2 day increments. Dates shall be blocked off on the master calendar to reflect vacation date selections by the Police Chief, Major, Lieutenant, and Sergeant, as well as training dates. Selection shall be conducted in three rounds to afford employees with lesser seniority some opportunity for vacation in commonly sought months of the year. Selection in all rounds is unlimited.
ARTICLE 27  HOLIDAYS

27.1  Town Paid holidays are:

  Martin Luther King, Jr. Day
  Thanksgiving Day
  Day after Thanksgiving
  Christmas Day
  New Year’s Day
  Veteran’s Day
  Memorial Day
  Independence Day
  Labor Day

27.2  Employees will be paid 8 hours of straight time pay for each holiday, payable in the pay period that each holiday occurs.
ARTICLE 28    BEREAVEMENT LEAVE

28.1 The Chief of Police, with approval of the Town Manager, may grant an employee paid time off up to 40 hours of work in cases of the death of a member of the Department’s spouse or child mother, father, sister, brother, mother-in-law, father-in-law. Additional unpaid time off may be requested from the Chief of Police.
ARTICLE 29 WAGES

29.1 During the term of this Agreement employees will receive wage adjustments as follows:

YEAR 1 (10/1/2019-9/30/2020)

2.2% percentage adjustment to Pay Plan based on Miami-Fort Lauderdale-West Palm Beach BLS CPI Index (April base). See Appendix 1.

YEAR 2 (10/1/2020-9/30/2021)

Percentage adjustment equal to the annual Miami-Fort Lauderdale-West Palm Beach BLS CPI Index (April base) not to exceed 3% adjustment to Pay Plan.

YEAR 3 (10/1/2021-9/30/2022)

Percentage adjustment equal to the annual Miami-Fort Lauderdale-West Palm Beach BLS CPI Index (April base) not to exceed 3% adjustment to Pay Plan.

29.2 The foregoing base wage increases are the only base wage increases employees will receive during the term of the Agreement. Bargaining unit employees will not receive step increases once their base pay reaches step ten of the step plan.

29.3 When a position in the bargaining unit is filled by hiring a candidate with experience from another agency, the Police Chief, in consultation with the Town Manager and Commission may fix the salary of the new hire taking into consideration the years of service and experience of the new hire, provided the salary is within the pay range for the position.
ARTICLE 30    PREVAILING RIGHTS

30.1   There is no past practice that is monetary in nature except those expressly incorporated in this Agreement. All non-monetary benefits and privileges currently enjoyed by employees covered by this agreement which are not specifically provided for or abridged by this agreement shall continue in full force under the same conditions which they have previously enjoyed.
ARTICLE 31   LIFE INSURANCE

31.1 The Town agrees to provide, without cost to each employee, group term life insurance of $50,000. The employee shall have the option of purchasing at his/her own expense through payroll deduction an additional amount of group term insurance.
ARTICLE 32    DISABILITY LEAVE

32.1    AFLAC insurance (as available to Town employees) will be offered to all bargaining unit members who otherwise meet the program qualification guidelines.
ARTICLE 33  DRUG AND ALCOHOL POLICY

33.1 The Town and the Union agree that substance abuse poses a great threat to the health and safety of each employee and his/her co-workers. Employees in the bargaining unit are subject to reasonable suspicion and random drug or alcohol testing. Drug testing shall be administered following the procedures set forth in the Florida Drug Free Workplace Program, as provided in Section 440.102, Florida Statutes, and the regulations of the Florida Agency for Health Care Administration 59A-24, Florida Administrative Code.

33.2 For the purpose of this agreement, the term “drug” has the same meaning as set forth in the definitions section 440.102 F.S.

33.3 When ordered to submit to a drug test, an employee must promptly and without delay submit to the test. By submitting, an employee does not waive his/her right to challenge the test results, or the order compelling the test. However, the rule “Obey first, Grieve later: applies. An employee who refuses an order to submit to a drug test, or who intentionally delays the test, or who interferes or tampers with the test, shall be terminated from employment.

33.4 The use or possession of medical marijuana by an employee on or off duty is strictly prohibited. An employee who has been prescribed medical marijuana shall provide a copy of the prescription to the Chief of Police within 48 hours of receipt of the prescription and shall disclose the symptoms for which the medical marijuana has been prescribed. Disclosure is required even if the employee does not fill the prescription. The prescription and the employee’s disclosure shall be maintained in the officer’s medical records file.
ARTICLE 34  Reserved
ARTICLE 35   HOURS OF WORK AND OVERTIME

35.1 The work schedules/cycles and procedures for paying overtime which are in effect at the time of ratification of this agreement shall be maintained as the status quo until changed as hereinafter set forth.

35.2 The TOWN has the right to change work/shift schedules, work cycles, and starting times during the term of this Agreement subject to the following:

A. The work cycle shall not exceed 28 days. The hours of work within the established work cycle shall be 6.1 (rounded) hours per day and as set forth in 29 C.F.R. section 553.230. Hours worked in excess of the maximum hours provided by the referenced regulation shall be paid at time and one-half the employee’s rate of pay.

B. The TOWN shall provide the ASSOCIATION with no less than thirty (30) days written notice of its intent to alter work/shift schedules, work cycles, and starting times. The notice shall include a proposed date of implementation.

C. The ASSOCIATION may request impact bargaining over the proposed change.

D. If the ASSOCIATION requests impact bargaining, the implementation date shall be delayed thirty (30) days and the parties shall meet as soon as possible and engage in good faith bargaining over the impact issues identified by the ASSOCIATION. Notwithstanding the status of bargaining when requested by the PBA, the schedule change shall take effect the first pay period following the expiration of the thirty (30) day extension period.

The TOWN retains the right to make changes in schedules when extenuating circumstances such as hurricanes or other states of emergencies dictate.

E. Only hours actually worked in a work cycle count for the calculation of overtime.
ARTICLE 36      DURATION

36.1 The term of this Agreement is from date of ratification until 9/30/2022.
ARTICLE 37  WAGES-REOPENER

37.1 In the event of the passage of a State constitutional amendment or State Legislative enactment which will alter or affect the flow of revenue to the Town during the term of this Agreement, the wage/rate of pay articles of the Agreement may, at the written request of the Town, be reopened for negotiations.

37.2 Reopened negotiations shall be commenced and concluded within thirty (30) calendar days of the date the Town gives written notice to the PBA of the Town’s request to reopen negotiations. If an agreement is not reached within thirty (30) calendar days, the negotiations shall be deemed at impasse.

37.3 During the negotiations and the impasse process, if any, the base wages of bargaining unit employees will be frozen at the levels in place at the time the Town requests to reopen negotiations and no subsequent base wage increases will occur except as thereafter negotiated by the Town and the PBA, or, in the event the reopened negotiations do not result in a ratified agreement, as imposed by the Town Commission through the impasse process.
TOWN OF HILLSBORO BEACH, FLORIDA

Town Manager
Dated: 7-5-19

Town Clerk
Dated: 9-10-2019

Approved as to form:

Town Attorney

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION

President
Dated 8-14-19

Date of ratification by BARGAINING UNIT: 8/14/19

Date of ratification by the TOWN COMMISSION: 9/10/2019
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