



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

**PALM BEACH COUNTY POLICE  
BENEVOLENT ASSOCIATION AND  
VILLAGE OF TEQUESTA**

**2019-2022**

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## **PREAMBLE**

This Agreement is entered into between the Village of Tequesta, Florida, (“Village”) and the Palm Beach County Police Benevolent Association, hereinafter referred to as the “PBA”, for the purpose of promoting harmonious relations between the Village and the bargaining unit represented by the PBA, hereinafter referred to as “members” or “employees”, to establish an orderly and peaceful procedure for settling differences which might arise and to set forth the basis and full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment.

# ARTICLE 1

## RECOGNITION

### Section 1

The Village recognizes the Palm Beach County Police Benevolent Association ("PBA") as the certified bargaining agent for all employees in the exclusive bargaining representative, as defined in Chapter 447, Florida Statutes, as amended, for full-time employees employed in the Unit defined by the Public Employees Relations Commission, in Certification No. 1615.

### Section 2

The bargaining unit represented by the PBA under this Agreement shall include: All certified sworn employees of the Police Department within the ranks of police officer and sergeant.

Excluded from the bargaining unit shall be all non-sworn employees of the Police Department, the Chief of Police, the Assistant Chief of Police, captain and lieutenants.

Excluded from the bargaining unit for purposes of wages, hours, and terms and conditions of employment are all part-time officers, auxiliary, and reserve officers.

## ARTICLE 2

### REPRESENTATIVES OF PARTIES FOR BARGAINING PURPOSES

#### Section 1

The Village agrees that during the term of this Agreement it will deal only with the authorized representatives of the PBA in all matters involving wages, hours, and terms and conditions of employment or other official action called for by the Agreement.

#### Section 2

The PBA likewise agrees that during the term of this Agreement, and except as otherwise provided in Chapter 447, Part II, Florida Statutes, the PBA, its representatives, and constituents will deal only with the Village Manager or his designated representatives initially in matters involving wages, hours, and terms and conditions of employment.

#### Section 3

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

## ARTICLE 3

### MANAGEMENT RIGHTS

Subject to the specific provisions of this Agreement, the parties agree that the Village has and will continue to retain the right to operate and manage its affairs in all respects; and the powers or authority which the Village has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the Village.

The rights of the Village through its management officials shall include, but shall not be limited to, the right to determine the organization of Village government;

- A. To determine the purpose for each of its constituent departments;
- B. To alter or amend work rules or regulations; to exercise control and discretion over the organization and efficiency of operations of the Village;
- C. To set standards for service to be offered to the public; to direct the employees of the Village, including the right to assign work and overtime;
- D. To hire, examine, classify, promote, train, transfer, schedule and assign;
- E. To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- F. To increase, reduce, change, subcontract, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;
- G. To determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish positions;
- H. To establish, change or eliminate existing methods of operation, equipment or facilities, and to establish, implement and maintain an effective internal security program.
- I. The Village has the authority to determine its purpose and mission and to prepare and submit budgets.

## ARTICLE 4

### NON DISCRIMINATION

#### Section 1

No employee covered by this Agreement will be discriminated against by the Village because of membership in the PBA, or authorized activity as required in this Agreement on behalf of the PBA.

#### Section 2

Both the Village and the PBA oppose discrimination on the basis of age, race, creed, color, national origin, gender, handicap/disability, genetic information, marital status or religion. However, the parties also recognize that the Village has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Palm Beach County, the State of Florida and Federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.



## ARTICLE 5

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1

A grievance shall be defined as a dispute over the interpretation of or application of the specific provisions of this Agreement.

Unit members may appeal disciplinary suspensions of greater than two (2) days, disciplinary demotions or discharges to arbitration.

Unit members may appeal disciplinary action involving disciplinary suspensions of two (2) days or less through this procedure up to Step 1, but the decision of the Chief or his designee at that step will be final and the matter cannot be taken to arbitration unless the disciplinary action is the second within a one (1) year period.

Unit members who wish to appeal performance evaluations may informally contest their evaluations by conferring with the next level within the chain of command. Members will be given the opportunity to clarify their position and voice opinions regarding the evaluations, and the reviewing authority may supplement the evaluations, but members shall not be entitled to grieve their evaluations.

#### Section 2

In a mutual effort to provide harmonious relations between the parties to this agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this agreement as follows:

Step 1 The aggrieved employee with or without a union representative may present a written grievance to Chief within fourteen (14) calendar days of the occurrence or knowledge of the matter giving rise to the grievance. The Chief shall attempt to adjust the matter within his/her authority and respond to the party presenting the grievance within fourteen (14) calendar days.

Step 2 If the grievance has not been satisfactorily resolved in step 1, the PBA representative and/or the aggrieved employee shall appeal the grievance to Village Manager, in writing, within fourteen (14) calendar days of the date the response was due in Step 1.

The Village Manager shall respond to matter within his/her authority, in writing, within fourteen (14) calendar days to the employee and PBA.

Note: The time limits set forth may be waived only by mutual agreement, in writing, between the parties. If the PBA fails to advance a grievance within these time limits the grievance will be treated as withdrawn with prejudice. If the Village fails to respond to the grievance within these time limits, the grievance will be treated as denied, effective on the date the response was due.

### Section 3

#### Step 3

1. If the grievance is not resolved at Step 2 of the Grievance Procedure, the aggrieved employee or the PBA may, within fourteen (14) calendar days of the date the response was due in Step 2, submit a request for arbitration to the Village Manager. In general grievances, either the PBA or the Village may request to take the issue or grievance to arbitration.
2. If the parties fail to mutually agree upon an arbitrator within fourteen (14) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals from the Federal Mediation & Conciliation Service (FMCS) shall be requested by either party, with a copy of the request sent to the other party. Within fourteen (14) calendar days after the receipt of the list, the parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. The party bringing the grievance shall cross out the first name. Failure of the parties to select an arbitrator within thirty (30) calendar days of receipt of the panel from FCMS will be considered a withdrawal of the grievance with prejudice.
3. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
4. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his or her decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any issues not submitted.
5. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the union and employer, except as provided by law or if the circuit court finds that the arbitrator's decision is clearly erroneous or in violation of public policy.
6. The arbitrator's fee and expenses shall be borne equally by the parties, unless otherwise agreed to by the parties.
7. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.
8. The arbitrator shall be requested to tender his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the hearing, or if post-arbitration briefs are agreed to by the parties, thirty (30) days after their due date.
9. In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator, which shall allow any monetary payment, damages or accruals for more than five (5) working days prior to the date when such grievances shall have been first submitted in writing.

10. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible.
11. If either party to this agreement requests a copy of transcripts of the arbitration hearings, both parties will share equally the cost of such transcripts.

#### Section 4

Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and Village, it shall be presented in writing directly at Step 4 of this Grievance Procedure, within fifteen (15) days of the time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees or the Union Representative on their behalf.

#### Section 5

Village agrees to forward a copy of the initial face sheet of internal grievances, when the employee elects not to have Union representation. Upon the Union's request, Village will provide copies of all written documents pertaining to the employee's grievance, to the extent authorized by the public records law.

## ARTICLE 6

### NO STRIKE

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

Neither the PBA, nor any of its officers, agents and members, nor any PBA members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slow down, sick out, concerted stoppage of work, illegal picketing, or any other interruption of the operations of the Village.

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

Any or all employees who violate any provisions of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by this Village.

## ARTICLE 7

### PHYSICAL FITNESS, SUBSTANCE ABUSE TESTING AND MEDICAL EXAMINATIONS

#### Section 1:

The Village and the Union recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The Village and Union share a common commitment to solve this problem and to create and maintain a drug free work place policy.

The Village and the Union agree to follow the Village of Tequesta Drug Free Policy 3.12, (revised November 13, 2008) with the inclusion of the provisions of this Article.

#### Section 2:

Additional Testing: In addition to the testing prescribed in the Village's Drug Free work place policy additional testing will be conducted and as required by applicable state or federal laws, rules, or regulations.

#### Section 3:

Post-Accident Testing: If an employee is involved in an accident in which the employee was driving, and any one of the following occurs: an individual dies, an individual suffers a bodily injury and immediately receives medical treatment away from the scene of an accident or the driver is determined to be at fault for the accident by a law enforcement agency.

#### Section 4:

Random Testing: Testing employees for alcohol and controlled or illicit drugs shall be performed. Random selection of employees will be made by a random selection software program three (3) times per annum. Employees selected for random testing shall be tested on the day the employee is selected on duty. If off duty, the employee shall be tested on the employee's next shift. The Village shall test a minimum of three (3) officers at a time.

#### Section 5:

The Village reserves the right to test for any other drug deemed to be illegal by any federal, state, or local law or regulation at levels provided for by applicable law.

#### Section 6:

Nothing in this Article shall limit the Village's right to require fitness for duty evaluations in job related circumstances. Any such fitness for duty evaluations shall be provided by licensed health care providers chosen by the Village and at Village expense. The results of any such medical, physical and/or mental examinations or evaluations will be provided to the Village and may be used to assess the officer's fitness for duty.

## **ARTICLE 8**

### **DISCIPLINE**

The Village recognizes its rights and obligations under the Police Officer Bill of Rights, Section 112.532 et. seq, Florida Statutes, as amended.

Whenever a unit member is the subject of an internal affairs investigation and is subject to interrogation or interview by members of his agency for any reason which could lead to disciplinary action, such as demotion, suspension or discharge, such interrogation or interview shall be conducted in accordance with Section 112.532(1).

The Village and the PBA hereby agree to abide by Section 112.533 relative to the receipt and processing of complaints from any person.

## **ARTICLE 9**

### **COURT ATTENDANCE**

An off-duty employee shall receive pay for a minimum of three (3) hours (overtime or straight time, whichever is applicable) for his/her first three (3) hours of court or deposition when subpoenaed to appear in matters relating to the Village. After three (3) hours of actual time in court, the employee shall continue to receive compensation for actual time until released for the day.

## ARTICLE 10

### RECALL PAY

An employee who is recalled to duty shall be compensated at a rate of 1½ times for the actual hours worked or a minimum of two (2) hours, whichever is greater plus one (1) additional hour for travel time. "Recalled to duty" shall be defined as a Unit member having gone off duty after completing his/her shift, but prior to returning for their next shift. If the recall is cancelled before the employee reports to the station, the employee shall be compensated for one (1) hour pay.



## ARTICLE 11

### HOURS OF WORK AND OVERTIME

#### Section 1

The normal work period of Police Department Employees shall be fourteen (14) days. The normal work hours in a work period shall consist of eighty (80) hours.

The Village shall pay overtime at the rate of time and one-half (1½) for all hours worked in excess of eighty (80) hours within any one work period except as otherwise provided in Article 17 (Holidays).

For the purpose of computing overtime, only hours worked, sick leave, vacation, compensatory and training time shall be considered hours worked.

#### Section 2

Work schedules of Detectives may be adjusted on a daily basis as the needs of the job require.

Work schedules may be adjusted to facilitate Department needs, including training, certification and special details. No less than three (3) days' notice of a temporary change in a regular work schedule shall be given. No less than seven (7) days' notice of a permanent change in a regular work schedule shall be given.

#### Section 3

Employees may receive overtime compensation in the form of pay or compensatory time. An employee may not accumulate more than an aggregate total of ninety (90) hours of time under this Article. Compensatory time accruals may be requested for use in minimum one (1) hour increments.

## ARTICLE 12

### UNIFORM ALLOWANCE

The Village agrees to provide uniforms pursuant to applicable policies of the Police Department Policies and Procedures Manual approved by the Village Manager. Unit members agree to abide by the said policies pertaining to uniforms and clothing within the Police Department Policies and Procedures Manual.

The Village shall also provide an annual cleaning allowance of \$425.00 to all members of the Bargaining Unit, a shoe allowance of \$200.00 per year to all Unit members.

Cleaning, clothing and shoe allowances payable under this Article shall be paid minus applicable withholding taxes in the first regular paycheck following ratification of this Agreement and the first pay period of the fiscal year for subsequent Contract years thereafter, except that cleaning allowances shall be paid in one-half increments twice per year, the second payment coming six (6) months after the first.

First year employees shall receive pro-rated allowances based on the number of months remaining in the fiscal year in which they were hired.

Employees who are paid a cleaning allowance under this Article and who terminate employment prior to the end of the fiscal year shall have their final paycheck reduced by an amount equal to the pro-rated share of the allowance for the remaining months of the fiscal year.

## ARTICLE 13

### WAGES

#### Section 1

It is agreed between the parties that the pay range for bargaining unit employees is as follows:

	<b>Minimum</b>	<b>Maximum</b>
Police Officer	54,177	83,401
Police Sergeant	71,875	102,907

These ranges will be adjusted in years 2 and 3 by the Department of Labor Southeast Information Office Consumer Price Index (CPI) released in May 2020 and 2021 and Unit members pay will not exceed the stated maximums. Police Officers and Police Sergeants whose annual increase with or without a cost of living increase would exceed the maximum annual pay rate will receive the excess as a one-time salary payout which does not change the maximum pay rate and is not added to the employee's annual base rate of pay.

#### **Years 2019-2022**

On October 1, 2019 bargaining unit members shall receive a salary increase of thirteen (13%) percent. Bargaining unit members shall receive a four (4%) percent salary increase on October 1, 2020 and a three (3%) percent salary increase on October 1, 2021.

#### Section 2

1. Unit Members shall receive performance reviews within a reasonable time prior to the end of the fiscal year which ends on September 30th each year, in keeping with the Village's Performance Planning and Review system. Evaluations shall be conducted on a satisfactory/unsatisfactory basis.
2. Failure to achieve acceptable progress shall be met with discipline up to and including termination of employment. An employee who demonstrates unsatisfactory performance for the period under review may be placed on a ninety (90) day plan for improvement. An employee who demonstrates acceptable progress may be granted an additional ninety (90) days in which to demonstrate satisfactory performance. Increases shall not be granted until an employee meets all standards for performance, and will be effective from the date of the satisfactory performance review.
3. If the performance review report has not been completed by October 10 of the new fiscal year, the employee will receive the approved increase as if he or she had received a satisfactory performance review report. If an unsatisfactory review rating is earned by the employee but is not reported to the employee until after October 10 of the new fiscal year, the employee will revert to the previous salary effective the date of the performance review report and remain at the reduced salary until satisfactory performance is attained.

### Section 3

Any employee may appeal their performance review to the Chief of Police, in writing, within five (5) calendar days of receipt of the performance review by the employee. The Chief of Police will have five (5) calendar days, to respond to the employee in writing. If the employee is not satisfied with the decision of the Chief of Police, the employee may request a meeting with the Chief within five (5) calendar days of the receipt of the Chief's written response, to discuss the performance review. At such meeting, the employee may be represented by one of the designated employee Bargaining Unit Representatives. If no agreement is reached during the meeting with the Chief of Police, the employee shall have the right to have a meeting with the Village Manager within five (5) calendar days of the meeting with the Chief of Police and may be represented by one of the designated employee Bargaining Unit Representatives. The decision of the Village Manager shall be final and binding and shall be completed within fifteen (15) calendar days after the meeting between the employee and the Village Manager.

## ARTICLE 14

### SPECIAL DUTY COMPENSATION

#### Section 1

An employee, who is temporarily and/or continuously assigned by the proper authority to perform the duties of a higher classification, will be compensated for the time spent in the higher classification at a rate of five percent (5%) above his/her regular base salary. Once additional compensation commences, it will be paid retroactive to when the employee first began the continuous service as an acting supervisor, and shall continue until the employee's continuous service as an acting supervisor ceases.

#### Section 2

An officer assigned to the Detective/Investigations and Canine Divisions shall receive a pay differential of 5%.

#### Section 3

An officer assigned as a Field Training Officer (FTO) will have the rank of Corporal, and shall receive a pay differential of five percent (5%) when acting in the capacity of FTO. Those employees who have successfully completed an approved FTO course but do not have the rank of Corporal will receive a pay differential of five percent (5%) when acting in capacity of FTO.

In the absence of a sergeant, the FTO corporal will assume the role of the squad supervisor. The FTO Corporal cannot refuse the assignment.

#### Section 4

The below special units will receive a pay differential of five percent (5%) while acting in that capacity:

- Marine

The below incentive payments will be paid in the last pay period of the fiscal year for the following specialties (pro-rated if not continuously certified for the entire fiscal year):

- NR/FL EMT Certification (\$250/month)
- 9-1-1 Dispatch Certification (\$100/month)

#### Section 5

An employee who is continuously assigned by the proper authority to perform the duties of a higher classification for a period greater than thirty (30) days, shall be compensated at the rate of starting pay for that higher classification or five percent (5%) above his/her regular base salary, whichever is greater. It shall be paid beginning on the thirty first (31st) day of continuous service at that higher classification and shall continue until the employee's continuous service at that higher classification ceases.

## ARTICLE 15

### INSURANCE

#### Section 1

1. The union will continue to be allowed to participate on the committee or task force established for the purpose of selecting the Village's health insurance provider. The PBA's participation is for meeting and conferring on this issue with the Village, however the ultimate responsibility for selecting the provider and the plan is retained and made by the Village.
2. For plan years -2019-2022, the Village agrees to pay one hundred percent (100%) of the employee cost of health insurance.
3. The Village agrees to pay seventy five percent (75%) of the cost of dependent health insurance coverage for those Unit Members who elect such coverage. Unit Members who elect coverage will pay the remaining twenty five percent (25%) by payroll deduction.
4. In those years when a choice between a traditional health insurance plan and a high deductible health plan (HDHP) is available, and the cost of premiums for the HDHP plan is less than the premiums for the traditional plan, the Village will contribute to the health savings account (HSA) of those employees who chose the HDHP plan.
  - (a) The Village contribution will be calculated as outlined in the example below. The employee and children rate will be used to determine the family contribution.
    - i. Start with the monthly amount that the Village is paying for premiums for participants in the traditional insurance plan.
    - ii. Subtract the monthly amount that the Village is paying for premiums for participants in the HDHP plan
    - iii. Round the difference to the nearest \$10

<b>EXAMPLE Type of Coverage:</b>	<b>VOT Traditional Monthly Premium Contribution</b>	<b>VOT HDHP Monthly Premium Contribution</b>	<b>Monthly Difference</b>
Employee Only	\$682.05	\$607.22	\$74.83 (rounded to \$70)
Employee + Children	\$1,254.97	\$1,078.52	\$176.45 (rounded to \$180)

- c) The Village contribution to the HSA will be made on a monthly basis, and is subject to the limitation on contributions allowed by IRS for the calendar year. If the total amount contributed to the employee's HSA by the employee and the Village has reached the maximum allowed by the IRS for the calendar year, the Village will not be required to make any contributions for the remainder of the calendar year.
    - d) Sellback and Transfer of Sick Leave Pay

- i) On October 1 of years 2019, 2020 and 2021, unit members participating in the HDHP plan may sell back sick leave in accordance with the Years of employment schedule outlined in Section 3 of Article 16 (Sick Leave) for transfer to his/her health savings account.
  - ii) There are no minimum requirements necessary for members to “sell back” sick leave.
- 5. The Village agrees to pay one hundred percent (100%) of the employee cost of dental insurance. Unit Members will pay one hundred percent (100%) of the cost of dental insurance for dependents if the Unit Member elects such coverage by payroll deduction.
- 6. The Village will provide life insurance for full-time employees at one and one-half (1½) times their annual salary, plus an additional Five Thousand Dollars (\$5,000.00), up to a maximum of \$150,000.

## Section 2

It is the Village's intent that all its employees be adequately protected and insured for health care costs and expenses. Therefore, each Unit Member must enroll in, and continue to be enrolled during their tenure with the Village, the Village's present and available health insurance plan and maintain full coverage for themselves at a minimum. The Unit Members may enroll eligible dependents at their option.

## ARTICLE 16

### SICK LEAVE

#### Section 1

Regular employees shall accrue sick leave at the rate of eight (8) hours of sick leave for each month continuous employment.

While sick leave is accrued from the date of employment, employees are not permitted to use such leave until they have completed six (6) months' continuous service.

#### Section 2

Sick Leave Accrual. Sick leave may be accrued to a maximum of one hundred forty (140) days (1120 hours).

Sick leave shall not accrue during leaves of absence without pay or suspensions without pay.

For absences of more than three (3) days, the Village requires a qualified doctor's note indicating the illness of the unit member and verifying the amount of sick leave taken was necessary based upon the unit member's illness. "Qualified doctor" shall be a duly licensed doctor of medicine. The Village has the right, at its sole discretion, to verify that unit members are using sick leave for the purpose for which it is provided.

Full-time unit members may use sick leave when ill, when the full-time unit member has a doctor's appointment, but not to exceed the extent of time required to complete such appointments, or when an immediate family member (spouse, child, or parent) is ill.

Family and Medical Leave Act (FMLA) shall run concurrently with employee sick leave usage for absences in excess of three (3) days. Earned sick leave accruals must be exhausted prior to taking an unpaid medical leave of absence.

#### Section 3

Upon separation from the Village, with proper notice, or for reasons beyond the employee's control, the employee shall be paid for his accrued sick leave according to the following schedule.

<b>YEARS OF EMPLOYMENT</b>	<b>PERCENT OF ACCRUAL PAID TO EMPLOYEE</b>
One (1) through Four (4)	25 Percent
Five (5) through Nine (9)	33 Percent
Ten (10) through Nineteen (19)	40 Percent
Twenty (20) or more	50 Percent

#### Section 4

Sick Leave Buy Back. Effective October 1 of each fiscal year, any Unit Member who has been continuously employed for at least twelve (12) months and who has an accrued sick leave balance of four hundred eighty (480) hours at September 30, and who has taken no more than forty (40) hours of sick leave during the



twelve (12) month period immediately preceding October 1 of each fiscal year, may surrender forty (40) hours for cash payment at one hundred percent (100%) of their total hourly rate. "Total hourly rate" is defined as base pay plus incentive pay as outlined in Article 14 (Special Duty Compensation) of this agreement. Any additional eligible hours may be redeemed at fifty percent (50%) of their total hourly rate. However, Unit Members must have at least three hundred sixty (360) hours of sick leave remaining after surrendering sick leave for cash payment to be eligible to buy back sick leave under these provisions. Payments will be made on the first payroll run in December of each year.

## ARTICLE 17

### HOLIDAYS

#### Section 1

Unit members shall receive the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas Day
- Christmas Day
- Day before New Year's

The holiday will be observed on the actual holiday from midnight to midnight.

Unit members who work on the holiday outlined above, shall receive one and one-half (1½) times their regular rate of pay and eight (8) hours of holiday pay (i.e., at their base rate).

Unit members whose regularly scheduled day off falls on a holiday or who take approved time off on a holiday, shall receive eight (8) hours of holiday pay.

Unit Members shall only receive holiday pay when they are in pay status on the day before and the day after the holiday.

#### Section 2

Unit members with over 1 year's service shall receive three paid personal days per calendar year, which, if not taken in time to be recorded within the final pay period during that year, shall no longer be available to the Unit member for utilization.

## ARTICLE 18

### VACATION

Vacation leave is accrued at the following rate upon the anniversary of a full-time unit member's date of hire as follows:

<b>DATE OF HIRE ANNIVERSARY</b>	<b>ANNUAL VACATION LEAVE ACCRUAL</b>
Zero (0) through Four (4)	80 hours
Five (5) through Nine (9)	120 hours
Ten (10) or more	160 hours

The employee shall earn vacation leave throughout the year. An employee is eligible for vacation leave with pay after having successfully completed his or her probation period. Vacation hours are accrued on a semi-annual basis during the initial probation review period (lump sum), and will continue to be earned throughout regular employment, credited at 1/26 of the employee's annual allotment each pay period.

The maximum carry-over under this Article is forty (40) days three hundred twenty (320) hours. Vacation leave may be requested for use in minimum four (4) hour increments.

Vacation leave shall not accrue during leaves of absence without pay or suspensions without pay.

On September 1 of each year, employees with vacation accruals in excess of one hundred sixty (160) hours may surrender some or all of their excess hours for cash payment at their hourly rate of pay. Employees must use eighty (80) hours of vacation time per year, to be entitled to surrender hours for cash.

## ARTICLE 19

### BEREAVEMENT LEAVE

Regular employees shall be granted up to three (3) consecutive days of paid leave for death in the employee's family.

The immediate family shall be construed to mean one of the following:

Spouse	Spouse's Parent
Child	Spouse's Brother
Parent	Spouse's Sister
Sister	Spouse's Child
Brother	Step-Sister
Grandparents	Step-Parents
Grandchild	Step-Brother
Domestic Partner	Step- Child

To qualify for this benefit in respect of the death of a domestic partner, the employee must be registered with the Office of the Clerk and Comptroller of Palm Beach County, pursuant to Palm Beach County Ordinance 2006-002.

If additional time is necessary, the employee may request to use accrued vacation time, compensatory time off or personal days, or the Village Manager may, at his/her sole discretion, grant additional time off without pay.

## ARTICLE 20

### DUTY DISABILITY LEAVE

#### Section 1

Any bargaining unit member who sustains an injury or incurs an illness which arises out of and in the course of his or her employment by the Village and which is compensable under the workers compensation law of the State of Florida, and who in consequence thereof is temporarily disabled and rendered unable to perform his or her normal duties of Village employment, shall upon meeting the requirements of this Section, receive duty disability leave in accordance with the conditions set forth below:

1. All requests for duty disability must be accompanied by a medical report from a physician authorized by the Village or his or her authorized medical representative which shall be in the form of the initial medical report in use by the Florida Industrial Commission and which shall state affirmatively that the employee is temporarily unable to perform the normal duties of Village employment and that he or she is therefore eligible for duty disability leave.
2. A department head may approve or disapprove an employee's request for duty disability leave after an investigation to determine the validity of the request. The department head shall certify that (a) the injury or illness arose out of and in the course of employment by the Village.; (b) was not willfully self-inflicted or the result of the employee's gross negligence as defined by law. (c) that the employee's activity at the time and place of the injury or activity from which the illness arose was both authorized and proper and not in violation of any rules or regulation concerning safety, work methods, procedures or equipment for the job as required by the department or the Village generally. The department head's action shall be subject to review by the Village Manager who may approve or reverse the same.
3. Any employee receiving duty disability leave shall report to the Village physician periodically at the times the said physical shall reasonably require. The failure of an employee to appear for a scheduled physical examination shall be grounds for immediate cancellation of said leave; unless the failure to appear is excused by the Village Manager.
4. An employee who is granted duty disability leave will provide the Village with a copy of his or her workers' compensation check. The Village will provide the employee with a paycheck that is equal to the difference between the amount of workers' compensation received by the employee and his or her regular salary (the regular salary is based on the pay rate applicable at the time of injury or illness, exclusive of overtime). The performance evaluation period for employees on duty disability leave for greater than sixty (60) consecutive days, shall be extended for a period of time equivalent to the number of days the employee is on duty disability leave for all future evaluations. An employee on duty disability leave will accrue sick leave on the same basis as if regularly employed, but such accrual is credited to the employee only upon return to work. If an employee separates without returning to work, no payment shall be made for such sick credit.

5. Regular status employees shall receive duty disability commencing the first day of lost time.
6. Duty disability leave shall be allowed for a duration of actual disability, up to a maximum of one hundred and eighty (180) calendar days. Separate injuries shall create separate periods of coverage. If an employee is unable to return to work at the end of the said one hundred and eighty (180) days, his or her case shall be reviewed by the Village Manager. The Village Manager shall decide whether to order the benefits to continue for the duration of the actual disability, up to an additional ninety (90) calendar days or that the benefits shall not be extended. The employee shall be subject to termination after completion of twenty-six (26) weeks of duty disability.
7. Duty disability leave benefits shall be terminated by any of the following events:
  - (a) recovery certified by the Village physician;
  - (b) permanent disability certified by the Village physician;
  - (c) termination of employment whether by resignation, discharge or death of said employee;
  - (d) employment of any form, including self-employment;
  - (e) employees refusing employment with the Village suitable to his or her capacity which is offered to or procured for him or her. The Village Manager may approve such refusal of work and thereby approve the continuation of duty disability leave.

The general principle underlying the granting of duty disability leave benefits to an employee with a service connected disability is that the total payments from the Village, together with workers compensation benefits shall not exceed the employee's regular gross pay, exclusive of overtime. Such leave is provided so that economic security will be available to an employee. Duty disability leave shall not be considered as a right which an employee may use at his or her discretion, but rather as a privilege which shall be allowed only in cases of duty connected disability and subject to the applicable provisions contained herein.

## Section 2

Unit members who are maliciously or intentionally injured within the course of their employment shall be paid pursuant to Section 440.15(11), Florida Statutes.

## ARTICLE 21

### PROMOTIONS

The following procedures will be used for the promotion of police officers to the rank of Sergeant. These procedures are meant to apply to sergeant positions which supervise traditional police functions in effect in the Police Department on October 1, 2015.

#### Section 1

The Village will announce promotion examinations at least forty-five (45) days in advance. The Village will also list the areas the examination will cover. All materials, if any, shall be provided to employee(s) taking the examination for the entire time period between announcement of the examination and the examination. Request to take the examination must be submitted within fourteen (14) days of posting.

#### Section 2

To be eligible for promotion to sergeant, a police officer must meet the following requirements:

1. Successful completion of his/her probationary period of employment with the Village of Tequesta Police Department, and
2. Must be presently certified by the State of Florida as a police officer, and
3. Five (5) years' experience with the Village as a full-time certified police officer or eight (8) years continuous service as a full-time certified police officer.

#### Section 3

All sworn personnel desiring promotion to sergeant in the Police Department will be required to take the appropriate promotional examination. In addition to the general requirements for promotion, employees will be required to meet the following qualifications to be admitted to such examination.

1. Anyone taking an examination shall be an employee of the Police Department of the Village of Tequesta.
2. An employee within the period of an authorized leave of absence from the Police Department of the Village of Tequesta shall be eligible to take such examination, provided the period of the leave of absence shall not be considered in calculating the "time in grade" requirement of these rules.

Candidates must obtain a minimum examination score of 70% during the assessment to be eligible for further consideration. Written promotional examinations shall be augmented by oral interviews and staff evaluations. The oral interview shall be conducted by the Chief of Police and Assistant Chief of Police. At the Chief of Police's discretion, members of neighboring law enforcement agencies may participate in the oral interviews. The respective weights given to written examinations, oral interviews, and staff evaluations to determine the candidate's total rating shall be determined by the Chief of Police. Additionally, seniority

points assigned on the basis of one-half (1/2) point for each year of continuous uninterrupted sworn service with the Village shall be applied. Authorized leaves of absence, for the purpose of this Article,

Article, shall not be considered an interruption of continuous service. Seniority points, however, shall not accrue during authorized leaves of absence.

College points based on one point for every thirty (30) semester hours of college credits attained by the employee shall be applied up to a maximum of five (5) points.

Military points based on one point for every full year of active duty service shall be applied up to a maximum of five (5) points. One point for every four (4) years of Reserve or National Guard service (active drilling) shall be applied up to a maximum of five (5) points.

Seniority, college and/or military points (up to a combined total of five (5) points for college credits and military service only) will be added to the final score of the assessment.

#### Section 4

The scores from the above testing procedures will then be posted and a promotional list will be made containing the names of the three officers with the highest scores. The promotional list will be good for one (1) year. The Chief of Police in his sole discretion shall pick one of the officers for promotion. If the officer declines the promotion, the Chief of Police may choose another individual from the list of three. The scores from any examinations shall be retained for at least one (1) year after the promotion and shall be available for any candidate to see his/her own scores.

#### Section 5

Upon promotion, the employee will serve a twelve (12) month probationary period.

#### Section 6

If there are no successful candidates, the Chief of Police may appoint from inside or recruit an outside candidate to fill the position so long as the candidate meets the minimum requirements as set forth in section 2 (3) of this article.



## ARTICLE 22

### SENIORITY AND LAYOFF

Seniority shall be defined as the total length of continuous service in the Police Department. Seniority shall continue to accrue during worker's compensation leave, holidays, vacation, bereavement leave, compensatory leave and sick leave approved by the Village. Leaves of absence without pay either approved or otherwise, shall not count towards the accrual of seniority.

Employees shall lose their seniority as a result of any of the following actions: terminations; retirement; resignation; unjustified absence from work for more than five (5) days; failure to report back from military leave within the time limits prescribed by law; and failure to report to the Village Manager's Office an intention to return to work within five (5) days of receipt of a Notice of Recall verified by Certified Mail, return receipt, to the employee's last reported home address.

In the event of a layoff for any reason, the Village Manager shall convene a Review Committee consisting of the Village Manager and the Chief of Police, which shall be assigned the task of designating the employees to be affected by the necessitated layoffs in accordance with the provisions of this Article. Employees in the affected classifications shall be laid off in the inverse order of hire.

Laid off employees who are qualified for an existing opening in the Police Department as a sworn law enforcement officer of the same or lesser rank than their former position will be recalled for up to six (6) months from the time they are laid off. Laid off employees shall be recalled in reverse order in which they were laid off. In the event of a recall, the Village shall notify the employee by certified mail, return receipt; of such recall and give the employee five (5) days to reply. It is the responsibility of the employee to keep his/her current address on file with the Village. No position shall be held open for an employee for more than five (5) days after he/she has received the Notice of Recall.

Nothing in this Article shall prevent the Village of Tequesta from exercising its management rights to reclassify, reassign, or eliminate positions occupied by any employee.

## **ARTICLE 23**

### **SAFETY**

The parties agree that the safety of all employees is of paramount importance. The Department shall endeavor to maintain a work schedule so that at least two full-time sworn law enforcement officers are on duty at all times.

All requests for Special Duty Details will be provided by full-time officers at the applicable rate. If sufficient manpower is not available to meet the request, then reserve/part-time officers may be used at the Department's discretion.

The Safety Committee will be in accordance with the Village's Safety Committee policy number 7.1.

## ARTICLE 24

### PERSONAL EQUIPMENT

Unit members may make written application to the Department Head for reimbursement or replacement of personal property required by the department or lost or damaged in the line of duty by describing the property (including its age, condition and cost) the circumstances under which it was lost or damaged, and the manner in which replacement of the item is suggested. Upon the recommendation of the Department Head, the Village Manager may at his sole discretion, approve or deny the repair, reimbursement or replacement of the property at Village expense.

## **ARTICLE 25**

### **BULLETIN BOARD**

The Village shall furnish bulletin board space within the Police Department building for the exclusive use of the PBA for posting official PBA notices of a businesslike non-inflammatory nature. All notices must be approved in writing prior to posting by the Chief of Police or his designee and signed by an elected official of the PBA.

## **ARTICLE 26**

### **PBA TIME POOL**

A Union time pool shall be established and administered by the Village. Contributions from Unit Members shall be made from time accumulated in vacation or holiday/overtime compensatory time off "bank" established in Articles 11 and 18. Such contributions shall be irrevocable. Each contribution shall be in an amount equal to four (4) hours of pay, although there is no limit to the number of contributions a Unit Member may make. The pool shall be used only for the purpose of compensating any bargaining unit member for assisting in PBA related business as determined by the agency representative. Any overtime liability which may be incurred due to payments made under this Article shall be paid out of the time pool.

## ARTICLE 27

### WORK RULES

#### Section 1

It is agreed and understood that the Police Department currently has policies, rules and regulations governing employment. In the event of a conflict between said policies, rules and regulations and this Agreement, the terms of this Agreement shall control. Each member of the unit shall be provided with a copy of the department's rules and regulations and any procedural manual formulated by the Village.

#### Section 2

Notification of any role change shall be provided to the PBA simultaneously with the promulgation of the change and prior to the effective date by posting said rule, unless circumstances dictate the imposition of an immediate effective date for the role change.

## ARTICLE 28

### CAREER SERVICE BENEFIT

1. All Bargaining Unit Members who have completed the required years of service, shall receive the following one-time, annual amounts, which will not be added to the base pay:

<b>Years of Continuous Service</b>	<b>Annual Monetary Award</b>
Upon completion of 10 Years	\$750.00
Upon completion of 20 Years	\$1,250.00

2. Continuous service for purposes of this article shall be defined as employment in the Village without a break or interruption. Layoffs not exceeding one (1) year, authorized military leave, educational leave, vacation leave or lawful extension thereof, or reinstatement in accordance with this agreement, shall not affect continuity of service.

## **ARTICLE 29**

### **RETIREMENT**

The parties agree that the Memorandum of Understanding executed between them on February 14, 2019 remains in full force throughout this agreement.



## ARTICLE 30

### CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

This Agreement may be amended by mutual agreement of the parties but any amendment must be in writing and signed by duly authorized representatives of the parties before it will be effective. In year two of this agreement, the parties agree to evaluate a take-home vehicle program.

## ARTICLE 31

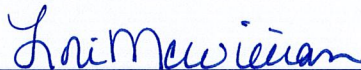
### DURATION, MODIFICATION AND TERMINATION

The Agreement shall be effective upon ratification of the Parties, (except those Articles which explicitly provide for a different effective date) and shall continue in full force and effect until the thirtieth (30th) day of September, 2022.

At least thirty (30) days prior to September 30, but not prior to April 1, either party hereto shall notify the other, in writing, of its intent to modify, amend, or terminate the Agreement. Failure to notify the other party of intention to modify, amend, or terminate as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

SIGNED this 22 day of August, 2019.

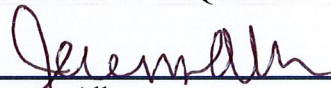
ATTEST:



Lori McWilliams, MMC  
Village Clerk



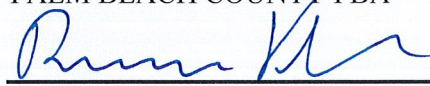
VILLAGE OF TEQUESTA

  
Jeremy Allen  
Village Manager

PALM BEACH COUNTY PBA

  
John Kazanjian  
PBA President

PALM BEACH COUNTY PBA

  
Brennan Keeler  
PBA Attorney

## EXHIBIT A

### PBA / VILLAGE OF TEQUESTA GRIEVANCE FORM

Note: before filling out this form, carefully read Article 5 of the VOT & PBA Collective Bargaining Agreement, Grievance Procedure. Please type or print plainly.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

EMPLOYEE MUST PROVIDE THE FOLLOWING INFORMATION:

(1) DATE OF ALLEGED INCIDENT GIVING RISE TO THIS GRIEVANCE:

\_\_\_\_\_

(2) ARTICLE AND SECTION OF THE AGREEMENT ALLEGEDLY VIOLATED:

\_\_\_\_\_

\_\_\_\_\_

(3) RELEVANT INFORMATION CONCERNING THE GRIEVANCE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(4) RELIEF SOUGHT BY THE EMPLOYEE

\_\_\_\_\_

\_\_\_\_\_

Note: Attach additional sheets, if needed.

EMPLOYEE SIGNATURE: \_\_\_\_\_

### STEP 1

DATE RECEIVED BY DEPARTMENT HEAD: \_\_\_\_\_

DEPARTMENT HEAD RESPONSE I ACTION I COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Attach additional sheets, if needed.

DATE OF DEPARTMENT HEAD RESPONSE: \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_

**STEP 2 (If desired)**

EMPLOYEE SIGNATURE: \_\_\_\_\_

DATE RECEIVED BY VILLAGE MANAGER: \_\_\_\_\_

VILLAGE MANAGER'S RESPONSE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Attach additional sheets, if needed.

DATE OF VILLAGE MANAGER'S RESPONSE: \_\_\_\_\_

VILLAGE MANAGER'S SIGNATURE: \_\_\_\_\_

**STEP 3 (If desired)**

I AM NOT SATISFIED WITH THE STEP 2 RESPONSE AND WISH TO APPEAL THIS GRIEVANCE TO ARBITRATION. ACCORDINGLY, THE EMPLOYEE SHALL FORWARD THIS TO THE PBA FOR A DECISION RELATIVE TO PROCEEDING WITH ARBITRATION.

EMPLOYEE SIGNATURE: \_\_\_\_\_

DATE RECEIVED BY PBA REPRESENTATIVE: \_\_\_\_\_

THE PBA HAS DECIDED TO APPEAL THIS MATTER TO ARBITRATION PURSUANT TO ARTICLE 5, SECTION 4 STEP 3 OF THE COLLECTIVE BARGAINING AGREEMENT.

PBA REPRESENTATIVE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DATE RECEIVED BY VILLAGE MANAGER \_\_\_\_\_

\_\_\_\_\_