



# COLLECTIVE BARGAINING AGREEMENT BETWEEN

# PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION AND VILLAGE OF TEQUESTA

2025-2028

# Contents

PREAMBLE	5
ARTICLE 1	6
RECOGNITION	6
ARTICLE 2	7
REPRESENTATIVES OF PARTIES FOR BARGAINING PURPOSES	7
ARTICLE 3	8
MANAGEMENT RIGHTS	8
ARTICLE 4	9
NON DISCRIMINATION	9
ARTICLE 5	10
GRIEVANCE AND ARBITRATION PROCEDURE	10
ARTICLE 6	13
NO STRIKE	13
ARTICLE 7	14
PHYSICAL FITNESS, SUBSTANCE ABUSE TESTING AND MEDICAL EXAMINATIONS	14
ARTICLE 8	16
DISCIPLINE	16
ARTICLE 9	17
COURT ATTENDANCE	17
ARTICLE 10	18
RECALL PAY	18
ARTICLE 11	19
HOURS OF WORK AND OVERTIME	19
ARTICLE 12	20
UNIFORM ALLOWANCE	20
ARTICLE 13	21
WAGES	21
ARTICLE 14	22
SPECIAL DUTY COMPENSATION	22
ARTICLE 15	24
INSURANCE	24

ARTICLE 16	26
SICK LEAVE	26
ARTICLE 17	28
HOLIDAYS	28
ARTICLE 18	29
VACATION	29
ARTICLE 19	30
BEREAVEMENT LEAVE	30
ARTICLE 20	31
DUTY DISABILITY LEAVE	31
ARTICLE 21	33
PROMOTIONS	33
ARTICLE 22	35
SENIORITY AND LAYOFF	35
ARTICLE 23	36
SAFETY	36
ARTICLE 24	37
PERSONAL EQUIPMENT	37
ARTICLE 25	38
BULLETIN BOARD	38
ARTICLE 26	39
PBA TIME POOL	39
ARTICLE 27	40
WORK RULES	40
ARTICLE 28	41
CAREER SERVICE BENEFIT	41
ARTICLE 29	42
RETIREMENT	42
ARTICLE 30	43
PROBATIONARY PERIOD	43
ARTICLE 31	44
TAKE HOME VEHICLES	44

ARTICLE 32	45
CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES	45
ARTICLE 33	46
DURATION, MODIFICATION AND TERMINATION	46
ATTACHMENT A-1	47
ATTACHMENT A-2	48
ATTACHMENT A-3	49
ATTACHMENT B	50

# **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.

#### 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.

#### 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.

#### **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.

#### 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, and other categories protected by applicable law. 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.

#### 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. Either party may reject one entire panel, and the rejecting party shall request a replacement panel from the FMCS at the rejecting party's cost. 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.

#### **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.

# 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.

### Section 7: Physical Fitness Assessment

- a) The parties agree that the nature of an employee's job as a sworn law enforcement officer is such that the safety and welfare of fellow officers, citizens, and the Police Department can be served best if an adequate level of physical fitness is maintained. Accordingly, employees who are state certified law enforcement officers may voluntarily complete a Physical Abilities Test (PAT) on an annual basis during their on-duty time starting October 1, 2026.
- b) The Police Department intends to implement a voluntary PAT used by the Palm Beach State College Criminal Justice Institute, starting October 1, 2026 where Officers and Sergeants will have the opportunity voluntarily, on their off duty time, to take the PAT one (1) time during each of the second and third years of this Agreement, and the Village will pay the College for administering the PAT(s). After October 1, 2026, Officers and Sergeants who voluntarily take the PAT and obtain a passing score shall receive a one-time non-pensionable payment of \$250.00.

# **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.

# **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.

# **RECALL PAY**

An employee who is recalled to duty shall be compensated at a rate of  $1\frac{1}{2}$  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 within thirty (30) minutes of the time the employee is informed of the recall, the employee shall only be compensated for one (1) hour pay.

#### 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  $(1\frac{1}{2})$  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 five (5) days' notice of a temporary change in a regular work schedule shall be given. No less than fourteen(14) 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 sixty (90) hours of time under this Article and all balances will be paid out at the end of each fiscal year, however, employees shall be permitted to carry over up to 48 hours to the next fiscal year. Compensatory time accruals may be requested for use in minimum one (1) hour increments.

### Section 4. Emergency Status Pay

All hours worked during a declared state of emergency, as declared by the Village Council shall be compensated in accordance with the Village's Emergency Pay policy (4.14), dated May 11, 2023.

#### 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.

#### **WAGES**

#### Section 1

The Step Plan set forth in Attachment A shall be effective the first full payroll period after ratification by both parties and employees shall advance in accordance with the terms of this Collective Bargaining Agreement. There will be no retroactive payments.

<u>Promotional Increases</u> - Officers who are promoted to the rank of Sergeant will initially be paid at the starting rate for that classification, provided that, if the starting rate results in less than six (6%) percent raise for the employee, then the employee shall be paid at the next highest step which will provide at least a six percent (6%) raise.

No employee will exceed the top of the pay range for their rank. In the event a promotional increase would result in the employee exceeding the top of the range for the rank to which the employee is being promoted, the employee will be paid at the top rate.

#### 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.

#### 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 Division 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.

An employee assigned to, and work, night shift (18:00 to 6:00) shall receive a pay differential of two and one-half percent (2.5%).

Such assignments and any resulting changes in pay are not grievable.

#### Section 4

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

- Marine
- Traffic Homicide Investigation (THI)
- Public Information Officer

The below special unit will receive a pay differential of two and one-half percent (2.5%) while acting in that capacity:

• Bicycle Patrol Unit

For employees hired prior to October 1, 2024 only, 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)

# 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.

#### **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 year 2025-2026, the Village and the employee will be responsible for paying the following amounts for the traditional insurance coverage:

Type of Coverage:	Total Monthly Premium	Employer Monthly Contribution	Employee Monthly Contribution
Employee Only	\$1,122.56	\$1,122.56	
Employee + spouse	\$2,413.46	\$2,090.74	\$322.72
Employee + Children	\$2,076.70	\$1,838.17	\$238.53
Employee + Family	\$3,367.62	\$2,806.36	\$561.26

- 3. For plan years 2026-2027, 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 dependent coverage will pay the remaining twenty five percent (25%) by payroll deduction.
- 4. In fiscal year 2025-2026, this article may be reopened for additional bargaining.
- 5. 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

EXAMPLE	VOT Traditional Monthly	VOT HDHP Monthly	<b>Monthly Difference</b>
Type of Coverage:	Premium Contribution	Premium Contribution	
Employee Only	\$1,122.56	\$1,012.38	\$110.18(rounded to \$110.00)
Employee + Children	\$1,838.17	\$1,657.76	\$180.41 (rounded to \$180.00)

- b) 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. New employee contributions will be prorated on a plan year basis.
- c) Sellback and Transfer of Sick Leave Pay
  - i) On October 1 of years 2025, 2026 and 2027, 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.

#### **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

<u>Sick Leave Accrual</u>. 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 thirty six (36) hours, 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.

Notwithstanding the foregoing, the Village reserves the right to require a qualified doctor's note where there is reasonable suspicion of abuse.

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.

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#### 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.

# **HOLIDAYS**

#### Section 1

Unit members shall receive the following paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth National Independence 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.

#### **VACATION**

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

DATE OF HIRE ANNIVERSARY

Zero (0) through Four (4) Five (5) through Nine (9) Ten (10) or more ANNUAL VACATION LEAVE ACCRUAL

80 hours 120 hours 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.

#### **BEREAVEMENT LEAVE**

Regular employees shall be granted up to twenty-four (24) hours of paid leave for death in the employee's family where the funeral takes place in the State of Florida. Regular employees shall be granted up to thirty six (36) hours of paid leave for death in the employee's family where the funeral occurs outside the State of Florida. If the employee is notified of the death while on duty, the employee shall also be entitled to the rest of the shift off with pay, upon notification to and release by the scheduling supervisor.

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

Spouse Spouse's Parent Child Spouse's Brother Parent Spouse's Sister Spouse's Child Sister Brother Step-Sister Step-Parents Grandparents 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.

#### **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.

#### **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 very 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.

#### 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.

If two (2) or more employees have the same hire date, for purposes of breaking a tie, seniority will be determined by the date and time the member's employment application was received by the Village.

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 w thin 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.

# **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.

## 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.

## **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.

## **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.

## **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 rule 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 rule change.

## **CAREER SERVICE BENEFIT**

1. Subject to the receipt of a satisfactory performance evaluation, 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:

Years of Continuous Service	Annual Monetary Award
5 to under 10 years	\$500.00
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.

#### RETIREMENT

- 1. The parties agree that the Memorandum of Understanding executed between them on February 14, 2019 remains in full force throughout this agreement.
- 2. On or after October 1, 2025, upon adoption of an amended Pension Ordinance by the Village Council, the benefit accrual factor of 2.75% is increased to 3%. The Village's contribution rate on pensionable salaries, shall not exceed 25%, inclusive of 100% of the Chapter 185 funds. Any increase over and above this ceiling will be the responsibility of the PBA members, in addition to their current contribution rates. No such amendment shall be proposed for adoption until after an actuarial study has been completed by the Village's actuaries. The parties shall reopen this Section 2 on or after April 1, 2026, during year 1 of the agreement. The parties shall share the cost of the study equally.
- 3. On or after October 1, 2025, upon adoption of an amended Pension Ordinance by the Village Council, participants shall be allowed to purchase credit for up to five (5) years prior police service in accordance with Chapter 185, Florida Statutes, so long as the participant pays the full actuarial cost of such purchase, as determined by the Pension Plan's actuary, in a manner to be determined by the Board of Trustees. The purchase of prior certified law enforcement, certified correctional officer and military service combined shall not exceed five (5) years.

### PROBATIONARY PERIOD

#### Section 1

All newly hired bargaining unit members including rehires shall be subject to the satisfactory completion of a twelve (12) month probationary period, beginning on the completion of their Field Training (FTO) phase. All newly promoted bargaining unit members shall be subject to the satisfactory completion of a twelve (12) month probationary period. All probationary employees shall receive an employee evaluation on or near the midpoint of their probationary period.

#### Section 2

The Police Chief, with the Village Manager's approval, may extend the probationary period by up to six (6) additional months if additional time is needed to evaluate performance in the position. A written memo which provides the justification for the extension of probation shall be forwarded through and approved by the chain of command up to and including the Chief before the conclusion of the initial twelve (12) month probationary period. The member shall be provided written notice of the extension prior to the end of the probationary period, and shall include the reason for the extension. During any probationary period, the Police Chief, with the Village Manager's approval, retains all rights to terminate employment without cause.

#### Section 3

The Police Chief, with the Village Manager's approval, may extend the probationary period for newly promoted bargaining unit members by up to six (6) additional months if additional time is needed to evaluate performance in the position. A written memo which provides the justification for the extension of probation shall be forwarded through and approved by the chain of command up to and including the Chief before the conclusion of the initial twelve (12) month probationary period. The member shall be provided written notice of the extension prior to the end of the probationary period, and shall include the reason for the extension. During any probationary period, the Police Chief, with the Village Manager's approval, retains all rights to demote the member to his/her former classification prior to promotion, without cause. Such demotion is non-disciplinary in nature.

#### Section 4

The probationary period and any extension thereof pursuant to this Article, shall be tolled during any time period that the member is on light duty, on workers' compensation leave, and/or on administrative leave, with or without pay.

## Section 5

Bargaining unit members who have already had their probation extended at the time this agreement was ratified shall not have their probation extended beyond the initial extension period.

## **TAKE HOME VEHICLES**

By assignment and discretion of the Police Chief, bargaining unit members will be provided take home vehicles subject to budget.

## 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.

## **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, 2028.

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 16 day of September, 2025.

ATTEST:

Lori McWilliams, MMC

Village Clerk

VILLAGE OF TEQUESTA

Jeremy Allen Village Manager

Lara Donlon Village Attorney

PALM BEACH COUNTY PBA

John Kazarrian PBA President

PALM BEACH COUNTY PBA

Brennan Keeler PBA Legal Counsel

# **Attachment A-1**

# Village of Tequesta Step Plan First Full Pay period after October 1, 2025

Police Officer			Sergeant		
Step	<b>Annual Salary</b>	Step	<b>Annual Salary</b>		
1	\$ 75,182	1	\$ 102,052		
2	77,437	2	105,114		
3	79,760	3	108,267		
4	82,153	4	111,515		
5	84,618	5	114,860		
6	87,157	6	118,306		
7	89,772	7	121,855		
8	92,465	8	125,511		
9	95,239	9	129,276		
10	98,096	10	133,154		
11	101,039	11	137,149		
12	104,070	12	141,263		
13	107,192	13	145,501		
14	110,408				
15	113,720				
16	117,132				

## INITIAL SLOTTING & ONE-TIME PAYMENT ELIGIBILITY: 10/1/2025

NAME	POSITION	10/1/2025 STEP	10/1/2025 SALARY	One-Time Payment to Attain 13%
Dacosta, Jesse	Police Officer	5	\$ 84,618	\$ -
Demofonte, Kellie	Police Officer	2	77,437	-
Franklin, Jonathan	Police Officer	10	98,096	1,904
Huskisson, Steve	Police Officer	2	77,437	-
Jarrell, Thomas	Police Officer	8	92,465	1,795
Loney, Michael	Police Officer	8	92,465	1,795
Pruitt, Samuel	Police Officer	2	77,437	-
Ramirez, Ariel	Police Officer	16	117,132	4,592
Roussel, Andrew	Police Officer	4	82,153	-
Schechter, Mattthew	Police Officer	2	77,437	8
Waychowsky, Daniel	Police Officer	10	98,096	1,904
Jorge Pereira	Police Officer	1	75,182	-
Korkowski, Raymond	Sergeant	7	121,855	2,366
Lopez, Luis	Sergeant	3	108,267	-
Muniz, Matthew	Sergeant	9	129,276	2,510
Yildiz, Emir	Sergeant	6	118,306	2,297

# **Attachment A-2**

# Village of Tequesta Step Plan First Full Pay period after October 1, 2026

Police Officer		Sergeant		eant	
Step	Annual Salary		Step	Step Annual S	
1	\$	77,813	1	\$	105,624
2		80,147	2		108,793
3		82,551	3		112,057
4		85,028	4		115,419
5		87,579	5		118,882
6		90,206	6		122,448
7		92,912	7		126,121
8		95,699	8		129,905
9		98,570	9		133,802
10		101,527	10		137,816
11		104,573	11		141,950
12		107,710	12		146,209
13		110,941	13		150,595
14		114,269			
15		117,697			
16		121,228			

# **Attachment A-3**

# Village of Tequesta Step Plan First Full Pay period after October 1, 2027

Police Officer		Sergeant		
Step	<b>Annual Salary</b>	Step	<b>Annual Salary</b>	
1	\$ 80,536	1	\$ 109,321	
2	82,952	2	112,601	
3	85,441	3	115,979	
4	88,004	4	119,458	
5	90,644	5	123,042	
6	93,363	6	126,733	
7	96,164	7	130,535	
8	99,049	8	134,451	
9	102,020	9	138,485	
10	105,081	10	142,640	
11	108,233	11	146,919	
12	111,480	12	151,327	
13	114,824	13	155,867	
14	118,269			
15	121,817			
16	125,472			

## **Attachment B**

## 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
DEPAI	RTME	NTTODAY'S DATE
EMPL	OYEE	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
EMDI (		Attach additional sheets, if needed.  SIGNATURE:
LIVII L	JIEE	STEP 1
DATE	RECE	IVED BY DEPARTMENT HEAD:
DEPAI	RTME	NT 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 SIGNURE:
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 SIGNATUREDATE
DATE RECEIVED BY VILLAGE MANAGER